Mayor
Lisa Motoyama
Mayor Pro Tem
Tessa Rudnick

THE CITY OF EL CERRITO

AGENDA

Councilmembers
Paul Fadelli
Gabriel Quinto
Carolyn Wysinger

TUESDAY, MARCH 21, 2023

REGULAR CITY COUNCIL MEETING (6:00 PM)
City Council Chambers - 10890 San Pablo Ave, El Cerrito

Join Via Zoom:
https://us06web.zoom.us/j/85949362475?pwd=STY1NWJLdmZOOFJhMWJZalBMeHI0QT09
Meeting ID: 859 4936 2475 **Password:** 266756 **Dial in:** 1-408-638-0968

View:
1. Cable T.V. Broadcast on KCRT Channel 28
2. Livestream Online at www.el-cerrito.org/CouncilMeetingMaterials

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

Conduct: This meeting shall be conducted pursuant to the El Cerrito City Council Rules of Order and Procedure, including adjourning by 11:00 PM unless extended to a specific time determined by a majority of the Council.

Public Comments:
1. *In-person* by submitting a request to speak to the City Clerk.
2. *Via Zoom* using the "Raise Hand" icon to request to speak.
3. *By Phone* at 1-408-638-0968, dial ***9** to "raise your hand".
4. *By Email* to cityclerk@ci.el-cerrito.ca.us identified in the subject line as **Public Comments – Agenda Item #.**

Written comments received by **2:00 p.m. the day of the meeting** will be provided to the City Council and posted online in advance of the meeting. Comments received after the deadline will be provided to the City Council and will be posted **after the meeting.**

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

1. CONSIDER AND TAKE ACTION ON ANY REQUEST FROM A COUNCILMEMBER TO PARTICIPATE IN THE MEETING REMOTELY DUE TO EMERGENCY CIRCUMSTANCES PURSUANT TO AB 2449

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

3. TELECONFERENCE AND PUBLIC COMMENT INSTRUCTIONS

4. COUNCIL/STAFF COMMUNICATIONS

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

5. ORAL COMMUNICATIONS FROM THE PUBLIC

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

6. PRESENTATIONS

A. Police Department Employee Recognition for Officer of the Year and Professional Staff of the Year

Action Proposed: Approve 1) a proclamation commending and congratulating Officer Michael Olivieri as Officer of the Year and 2) a proclamation commending and congratulating Records Specialist Veronica Ceja as Professional Staff of the Year.
Contact: Paul Keith, Chief of Police, El Cerrito Police Department

B. Contra Costa Transportation Authority Agency Update

Action Proposed: Receive and file a presentation from Contra Costa Transportation Authority (CCTA) on the agency's programs, projects, and vision for the future.
Contact: Timothy Haile, Executive Director, CCTA

C. Annual Comprehensive Financial Report for Fiscal Year Ending June 30, 2022

Action Proposed: Receive and file a presentation on the Annual Comprehensive Financial Report for Fiscal Year Ending June 30, 2022
Contact: Sheldon Chavan, Partner, Chavan & Associates LLP; Sandra Dalida, Finance Director/Treasurer, Finance Department

7. ADOPTION OF THE CONSENT CALENDAR

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

A. Approval of Minutes

Action Proposed: Pass a motion to approve the minutes from the meetings of February 14, February 16, February 21, and March 7, 2023.
Contact: Holly M. Charléty, City Clerk, City Management

B. Prescription Drug Abuse Awareness Proclamation

Action Proposed: Pass a motion to approve a proclamation declaring March 2023 as Prescription Drug Abuse Awareness Month in the City of El Cerrito.
Contact: Holly M. Charléty, City Clerk, City Management

C. Proclamation Recognizing Education and Sharing Day

Action Proposed: Pass a motion to approve a proclamation declaring April 2, 2023 as Education and Sharing Day in the City of El Cerrito and to raise awareness and strengthen the education of our children.
Contact: Holly M. Charléty, City Clerk, City Management

D. Economic Development Committee Appointments

Action Proposed: Approve an Economic Development Committee recommendation to reappoint member Jean Shrem and George Gager, effective March 1, 2023.
Contact: Aissia Ashoori, Housing-Economic Development Manager

E. Committee on Aging Appointments

Action Proposed: Approve the Committee on Aging recommendation and re-appoint Janet James and Kim Marlia to the Committee, effective March 1, 2023.
Contact: Bridget Cooney, Recreation Supervisor, Recreation Department

F. Annual Progress Report for the General Plan & Housing Element

Action Proposed: Receive and file the attached 2022 Annual Progress Report on the General Plan and Housing Element.

Contact: Diego Romero, Assistant Planner; Aissia Ashoori, Housing-Economic Development Manager; Sean Moss, Planning Manager, Community Development Department

G. Receive Monthly Disbursement and Payment Register Report for the Month of February 2023

Action Proposed: Receive and file the Monthly Disbursement and Check Register Report for the month of February 2023.
Contact: Sandra Dalida, Finance Director/ Treasurer, Finance Department

H. Annual Parcel Assessment for the National Pollutant Discharge Elimination System (NPDES) Program and Drainage Maintenance Activities for Fiscal Year 2023-24

Action Proposed: Adopt a resolution establishing the annual parcel assessment for the National Pollutant Discharge Elimination System (NPDES) program and Drainage Maintenance activities at the current rate of $38.00 per Equivalent Runoff Unit (ERU) and authorizing the Contra Costa County Flood Control & Water Conservation District to adopt Stormwater Utility Area (SUA) levies based on said amount for Fiscal Year (FY) 2023-24.
Contact: Christina Leard, Management Analyst III; Will Provost, Operations + Environmental Services Division Manager; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

I. Amendment to Custodial Services Agreement with Universal Building Services

Action Proposed: Adopt a resolution authorizing the City Manager to extend the Recreation Department's custodial services agreement with Universal Building Services through the remainder of fiscal year (FY) 2022-23 for a total amount not to exceed $95,000.
Contact: Christopher Jones, Recreation Director, Recreation Department

J. Amendment to Agreement with St. Francis Electric for Electrical Traffic Control Devices and Lighting Maintenance and Repair Services

Action Proposed: Adopt a resolution authorizing the City Manager to execute an amendment to the agreement with St. Francis Electric, for Electrical Traffic Control Devices and Lighting Maintenance and Repair Services, to increase the contract amount an additional $80,000 in fiscal year (FY) 2022-23 and, contingent upon funding being appropriated by the City Council next fiscal year, $55,000 in FY 2023-24, with the total compensation not to exceed $175,000 in FY 2022-23 and the total compensation not to exceed $150,000 in FY 2023-24.
Contact: Will Provost, Operations and Environmental Services Division Manager; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

K. A Resolution Authorizing Execution of An Agreement for the Affordable Housing Sustainable Communities Program for El Cerrito Plaza Parcel A South for Transit-Oriented Development at the El Cerrito Plaza Station and submission of an application for Affordable Housing Sustainable Community Program funds as a co-applicant with Related

Action Proposed: Adopt a resolution authorizing the City Manager to execute an agreement for the Affordable Housing Sustainable Communities (AHSC) Program as a co-applicant with The Related Companies of California, LLC (Developer), for El Cerrito Plaza Station Transit-Oriented Development (TOD), Parcel A South (EC-PAS) located at 515 Richmond Street, to construct 70 affordable housing units and associated multimodal transportation improvements and to submit an application to the AHSC Program as a co-applicant.
Contact: Aissia Ashoori, Housing Manager; Jarrett Mullen, Sustainable Transportation Program Manager, Community Development Department; Melanie Mintz, Community Development Director

8. PUBLIC HEARINGS

9. POLICY MATTERS

A. Automated License Plate Reader Camera Program

Action Proposed: Adopt a resolution authorizing the City Manager to enter into an agreement with Flock Group Inc. to provide automated license plate reader cameras to the City of El Cerrito for an amount not to exceed $340,000 between July 1, 2023 and June 30, 2026.
Contact: Paul Keith, Chief of Police, El Cerrito Police Department

10. CITY COUNCIL LOCAL & REGIONAL LIAISON ASSIGNMENTS

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

11. ADJOURN REGULAR CITY COUNCIL MEETING

The next regularly scheduled City Council meeting is Tuesday, April 4, 2023 at 6:00 p.m.

The City of El Cerrito serves, leads and supports our diverse community by providing exemplary and innovative services, public places and infrastructure, ensuring public safety and creating an economically and environmentally sustainable future.

EL CERRITO CITY COUNCIL PROCLAMATION

Commending and Congratulating Officer Michael Olivieri for his Selection as El Cerrito Police Department Officer of the Year

WHEREAS, Officer Michael Olivieri has served the City of El Cerrito in many roles including Police Cadet, Records Specialist, Community Service Officer and now as a Police Officer; and

WHEREAS, Michael Olivieri was selected as the 2018 Professional Staff Member of the Year for his collaborative spirit and ability to surpass expectations; and

WHEREAS, Michael Olivieri was selected as the 2021 Police Officer of the Year for his community service orientation, learning mindset and pursuit of excellence; and

WHEREAS; for the second year in a row, Michael Olivieri has once again been selected as the Officer of the year for his outstanding performance; and

WHEREAS, Michael Olivieri has made a significant impact on vehicle theft, being personally responsible for recovering 20% of all stolen vehicles recovered by the El Cerrito Police Department; and

WHEREAS, Michael Olivieri tackles challenging investigations and is not content until he has exhausted all leads to bring a case to conclusion; and

WHEREAS, Michael Olivieri stood out as a pillar of strength and support for his coworkers, during a year beset by staffing challenges, encouraging his peers, and demonstrating a supportive attitude; and

WHEREAS, Michael Olivieri is a tenacious crime fighter who treats all he encounters, whether coworker, suspect, or community member with professionalism and respect and is a role model for other officers to follow.

NOW THEREFORE, the City Council of the City of El Cerrito does hereby commend and congratulate Officer Michael Olivieri on the occasion of his recognition as Officer of the Year. The City Council extends sincere appreciation to Officer Michael Olivieri for his devotion to the mission, vision, and values of the El Cerrito Police Department.

Dated: March 21, 2023

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Lisa Motoyama, Mayor

EL CERRITO CITY COUNCIL PROCLAMATION

Commending and Congratulating Records Specialist Veronica Ceja for her Selection as El Cerrito Police Department Professional Staff of the Year

WHEREAS, Veronica Ceja began her law enforcement career with the Contra Costa County Sheriff's Office, before becoming a Records Specialist with the El Cerrito Police Department in 2017; and

WHEREAS, Veronica Ceja quickly demonstrated her expertise and skills in records management; and

WHEREAS, Veronica Ceja was identified as a trainer for records staff where she passed on her knowledge to new employees; and

WHEREAS, Veronica Ceja has stepped up to assist the department when vacancies impacted department operations by serving as a temporary property and evidence specialist, executive assistant, and records supervisor at various times; and

WHEREAS, Veronica Ceja was tasked with guiding the department through the transition from the Uniform Crime Reporting method to the National Incident Based Reporting System and did so by overcoming technological and training challenges that stood in the way; and

WHEREAS, Veronica Ceja organizes informal employee workplace events that build camaraderie and community and help make the El Cerrito Police Department a welcoming place to work; and

WHEREAS, Veronica Ceja was promoted to Senior Records Specialist in December 2022; and

WHEREAS, Veronica Ceja has displayed her dedication through her can-do attitude, patience, and compassion to her coworkers and community members.

NOW THEREFORE, the City Council of the City of El Cerrito does hereby commend and congratulate Records Specialist Veronica Ceja on the occasion of her recognition as El Cerrito Police Professional Staff of the Year. The City Council extends sincere appreciation to Veronica Ceja for her devotion to the mission, vision, and values of the El Cerrito Police Department.

Dated: March 21, 2023

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Lisa Motoyama, Mayor

AGENDA BILL

THE CITY OF EL CERRITO

Agenda Item No. 6.C.

Date:	March 21, 2023
To:	El Cerrito City Council
From:	Sheldon Chavan, Partner, Chavan & Associates LLP; Sandra Dalida, Finance Director/Treasurer, Finance Department
Subject:	Annual Comprehensive Financial Report for Fiscal Year Ending June 30, 2022

ACTION PROPOSED

Receive and file a presentation on the Annual Comprehensive Financial Report for Fiscal Year Ending June 30, 2022

BACKGROUND

The Annual Comprehensive Financial Report (ACFR) is the compilation of government financial statements comprising the financial report of a U.S. state, municipal or other governmental entity that complies with the accounting requirements promulgated by the Governmental Accounting Standards Board (GASB). In addition, completion and submission of the ACFR is in accordance with the City of El Cerrito's Comprehensive Financial Policy, Section 5.1.1 Financial Reporting Policies – Annual Audit.

ANALYSIS

The ACFR is prepared in accordance with requirements set forth by the Governmental Accounting Standards Board (GASB) with the intent of providing its readers with an understanding of the City's financial affairs. The ACFR identifies the City's financial position and results of operations based on financial activities of the various funds and account groups.

The City contracted with Chavan & Associates LLP, as the independent auditor to perform the audit of financial statements in accordance with Generally Accepted Government Auditing Standards (GAGAS) and GASB requirements. Chavan & Associates, LLP, issued an unmodified opinion of the City's financial statements for the fiscal year ending June 30, 2022. An unmodified opinion indicates that the financial data is fairly presented in accordance with Generally Accepted Accounting Principles, and that the information in the reports is materially correct and reported in accordance with the Governmental Accounting Standards Board.

STRATEGIC PLAN CONSIDERATIONS

In accordance with GASB requirements and adherence to City Comprehensive Financial Policy, Section 5.1.1 the ACFR for the fiscal year ending June 30, 2022 is submitted to the City Council to present financial statements reflecting the City's financial position.

ENVIRONMENTAL CONSIDERATIONS
This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS
This report is in accordance with GASB requirements and complies with the City Comprehensive Financial Policy. The independent auditor, Chavan & Associates LLP, performed the audit of the City's financial statements for the fiscal year ending June 30, 2022. The auditors issued an unmodified opinion of the City's financial statements indicating that the financial statements are fairly presented in accordance with GAAP and the information in the reports is materially correct and reported in accordance with GASB requirements.

LEGAL CONSIDERATIONS
The ACFR for the fiscal year ending June 30, 2022 complies with GASB requirements and the City Comprehensive Financial Policy.

Reviewed by:

Alexandra Orologas, Assistant City Manager

Attachments:
1. 2021-22 City of El Cerrito ACFR_C&ALLP

Annual Comprehensive Financial Report

as of Fiscal Year Ended June 30, 2022

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El Cerrito, California

Annual Comprehensive Financial Report
For the Fiscal Year Ended June 30, 2022

City Council

Gabe Quinto . . . . Mayor
Lisa Motoyama . . . . Mayor Pro Tem
Janet Abelson . . . . Council Member
Paul Fadelli . . . . Council Member
Tessa Rudnick . . . . Council Member

Presented by:
Karen Pinkos, City Manager
Sandra Dalida, Finance Director/City Treasurer

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THE CITY OF
EL CERRITO

INTRODUCTORY SECTION

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CITY OF EL CERRITO
ANNUAL COMPREHENSIVE FINANCIAL REPORT
FOR THE YEAR ENDED JUNE 30, 2022
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FINANCIAL SECTION

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SUPPLEMENTARY INFORMATION

STATISTICAL SECTION

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THE CITY OF
EL CERRITO

TRANSMITTAL LETTER

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March 21, 2023

Honorable Mayor, Council Members and Residents of El Cerrito:

We are pleased to present the Annual Comprehensive Financial Report (ACFR) of the City of El Cerrito for the fiscal year ended June 30, 2022. This report has been prepared in accordance with generally accepted accounting principles (GAAP) as set forth in the pronouncements of the Governmental Accounting Standards Board (GASB). We are also pleased to report that the City has received an unmodified opinion from the independent auditor, indicating the financial statements are presented, in all material respects, in accordance with the applicable financial reporting framework.

The City's financial policies require an external independent audit be performed annually, and that the auditor's opinions be included in the ACFR. Further, it states that the results be submitted to City Council.

Responsibility for the accuracy of the data and the fairness of presentation, including all footnotes and disclosures, rests with the City. To the best of our knowledge and belief, the enclosed data are accurate in all material respects and are reported in a manner designed to present fairly the financial position and results of operations of the various funds of the City. All material statements and disclosures necessary for the reader to obtain a thorough understanding of the City's financial activities have been included.

City management is responsible for establishing and maintaining fiscal internal controls designed to safeguard the assets of the government from loss, theft, or misuse, and to ensure that accounting data is accurately compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of controls should not exceed the benefits likely to be derived, and the valuation of costs and benefits require estimates and judgments by management.

The City's financial statements have been audited by Chavan & Associates, LLC. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Based on the audit, the independent auditor concluded that there was a reasonable basis for rendering an unmodified opinion and that the City of El Cerrito's financial statements for the fiscal year ended June 30, 2022, are fairly presented in conformity with GAAP.

The independent auditor's report is presented as the Financial Section of this report. GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of the Management Discussion and Analysis. This Letter of Transmittal is designed to complement the Management Discussion and Analysis (MD&A) and should be read in conjunction.

The ACFR is organized into three sections:

1. The Introductory Section is intended to familiarize the reader with the organizational structure of the City, the nature and scope of the services it provides, and the specifics of its legal operating environment.

2. The Financial Section includes the independent auditor's report on the basic financial statements, MD&A, audited basic financial statements, note disclosures and supporting statements, and schedules necessary to provide readers with a comprehensive understanding of the county's financial activities of the past fiscal year.

3. The Statistical Section provides the reader with additional historic perspective, context, and detail to assist in using the information in the financial statements. It provides information in five categories: financial trends; revenue capacity; debt capacity; demographic and economic information; and operating indicators.

CITY PROFILE

The City of El Cerrito, incorporated in 1917 under the general laws of the State of California, is located in Contra Costa County in the San Francisco Bay Area. The City encompasses approximately 3.7 square miles and the current population[1] is 25,845. The City has a variety of green spaces for public enjoyment including 32 acres of developed park grounds, over 100 acres of open space in the hillside natural area, a 2.7 mile multi-use trail known as the Ohlone Greenway, school recreation facilities, the privately-owned Berkeley County Club (127 acres) and Boy Scouts of America's Camp Herms (18 acres). A portion of the Sunset View Cemetery and the City's eastern boundary are contiguous with the East Bay Regional Park District's Wildcat Canyon Regional Park (about 2,600 acres**).**

REPORTING ENTITY

The City operates under the Council-Manager form of government. The City Council is comprised of five members elected at-large and serve four-year terms. The terms are staggered in alternating even years. There are no term limits. Annually, the City Council votes to appoint a Mayor and a Mayor Pro Tem from among its members.[2]

City Council determines the policies of the city government and appoints the City Manager and City Attorney and has general responsibility for effective administrative actions through the City Manager. The Council is responsible for, among other things, passing ordinances, adopting the budget, appointing advisory boards, committees, and commissions. Also, the City Council members serve as the separate Board of Directors for City of El Cerrito Employees' Pension Plan, the Municipal Services Corporation, and the El Cerrito Public Financing Authority. The City serves as the reporting body for these entities and is financially accountable, as City staff have operational responsibility for the activities of each entity. These entities are included in the City's financial statements as part of the reporting entity.

In addition, City Council appoints residents to serve on City Boards, Commissions, and Committees (advisory bodies). Boards and Commissions are directly responsible to the City Council and fill advisory

[1] State of California, Department of Finance, E-1 Population Estimates for Cities. Sacramento, California, May 2022.
[2] City of El Cerrito Candidate Instructional Guide: Running for Elective Office, November 2022.

and/or quasi-judicial roles. Commissions are composed of lay residents while members for Boards are selected for their special expertise. Committees sponsored by the City are intended to be working groups and do not fill quasi-judicial roles. The advisory bodies include:

- Arts & Culture Commission
- Citizens Street Oversight Committee
- Civil Service Commission
- Committee on Aging
- Crime Prevention Committee
- Design Review Board
- Economic Development Committee
- Environmental Quality Committee
- Financial Advisory Board
- Human Relations Commission
- Park & Recreation Commission
- Planning Commission
- Urban Forest Committee

CITY SERVICES

The City is a full-service municipality and provides a full range of services, including police and fire protection, building permits and inspections, parks and recreation facilities and services, planning and environmental services, construction and maintenance of streets, public building, and infrastructure, and operation of a state-of-the art Recycling Center.

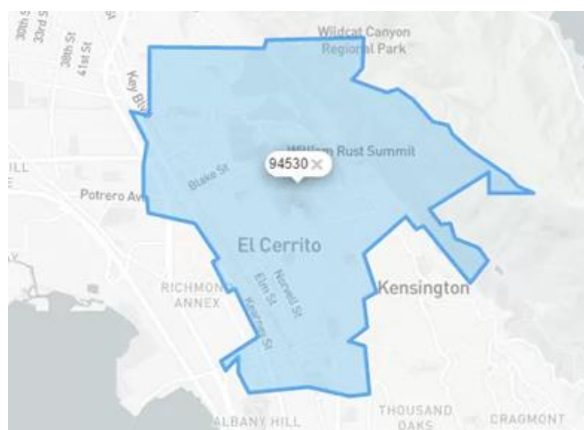
ECONOMIC CONDITIONS AND OUTLOOK

The information presented in the financial statements is best understood when it is considered from the broader perspective of the specific environment within which the City operates.

In FY 2022, City management continued its focus on fiscal sustainability and rebuilding program services and activities impacted by the COVID-19 pandemic and the State's declaration of a state of emergency on March 5, 2020, that remained in effect during FY 2022 (scheduled end on February 28, 2023).

Local Economy

Although many industries experienced economic declines during the "remain-at-home" periods of the COVID-19 pandemic, the San Francisco Bay Area did not experience the same level of economic slowdown which occurred in other areas of the State.



In FY 2022, the San Francisco Bay Area led the country in economic growth, with a 4.8% increase in GDP, according to the economic reports by: Kenan Institute of Private Enterprise, affiliated with the University of North Carolina at Chapel Hill and the Annual Economic Forecast, Bank of America.

Despite the COVID-19 pandemic and state of emergency throughout FY 2022, El Cerrito's diversified and resilient revenue base remained strong and exceeded the prior fiscal year's results.

FUND 101 - GENERAL FUND REVENUE CATEGORY	FY 2021-22							FY 2020-21
			UNAUDITED					AUDITED
	ADOPTED BUDGET		YEAR END		VARIANCE		% OF BUDGET	TOTAL
Property and Other Taxes	$	26,031,617.00	$	29,117,344.81	$	(2,285,727.81)	109%	28,623,366.40
Licenses & Permits	$	636,112.00	$	1,440,973.02	$	(304,861.02)	127%	656,880.55
Fines & Forfeitures	$	140,000.00	$	152,343.27	$	(12,343.27)	109%	177,524.54
Use of Money and Property	$	353,968.00	$	432,308.94	$	(78,340.94)	122%	333,800.55
Intergovernmental Revenues	$	7,312,900.00	$	8,007,682.85	$	(198,782.85)	103%	8,164,611.70
Charges for Services	$	4,800,000.00	$	6,427,398.28	$	(944,398.28)	117%	4,181,217.93
Other Revenue	$	175,000.00	$	497,709.82	$	(322,709.82)	284%	238,711.83
Other Financing Sources	$	952,650.00	$	4,203,600.69	$	(3,250,950.69)	441%	3,989,600.00
TOTAL	**$**	**40,402,247.00**	**$**	**50,279,361.68**	**$**	**(7,398,114.68)**	**117%**	**46,365,713.50**

However, remaining mindful of the forecasted California economic trends including signs of labor market weakness developing in 2023, job growth downshifts below the U.S. average to 1.8% annualized in November 2022, and the slight increase in the State's unemployment rate for the past two consecutive months. Additionally, housing market dips in California's existing home sales with the biggest year-on-year drop in California home sales in the past four decades, declines in housing starts and the resulting flattening of home prices as mortgage rates rise, and other cost factors contributing to workers migrating out of the State and the resulting slowing of population growth.[3]

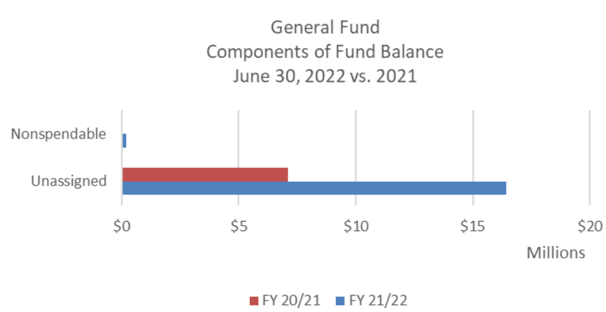
Despite these possible economic impacts, San Francisco Bay Area and El Cerrito are somewhat better positioned to withstand economic down trends due to its diversified revenue sources and the City's continued prudent fiscal management strategies and increased General Fund Reserves.

EXECUTIVE FINANCIAL OVERVIEW

This top-level overview is presented as a supplement to the more detailed and comprehensive analysis presented in the MD&A. As such, it serves to highlight key financial performance indicators for our major funds. Please review the MD&A for further analysis of the City's financial condition.

General Fund

The General Fund is the primary operating fund of the City of El Cerrito. The City's General Fund revenues are diversified and resilient with strong performance in tax revenues, licenses and permits, and charges for services. The General Fund balance increased by approximately $9.5 million from the prior year. The total General Fund balance is $16.6 million and represents approximately 41% of total General Fund expenditures.



[3] California Economic Outlook Report, December 2022, Scott Anderson, Chief Economist, Bank of the West

MAJOR INITIATIVES AND ACCOMPLISHMENTS

- Sustained Citywide service delivery during the continuing COVID-19 pandemic despite significant expenditure and staff reductions.
- Continued implementation of the Fiscal Response Plan including controlling and reducing expenditures and ensuring achievable revenue projections aligned with the City Comprehensive Financial Policy for a general fund annual operating reserve of 10% in each fiscal year.
- Secured $26 million Affordable Housing Sustainable Communities (AHSC) grant for development of Mayfair Affordable.
- Advanced production of housing and new business openings through issuing certificates of occupancy for: El Dorado Townhomes (29) units, Credence (32) units), Mayfair (156 units), Foot Locker/Kids Foot Locker and Harbor Freight and Tools.
- The City's Insurance Service Office (ISO) rating increased to Class 1, the highest rating possible, placing the El Cerrito/Kensington Fire Department in the top 1% rating of fire departments nationwide.
- Completed Capital Improvement Projects including 2021 Slurry Seal, 2021 Sidewalk Repairs, San Pablo Avenue & Wall Avenue Crosswalk Safety Improvements, Central Avenue and San Diego Street Pedestrian Crossing Improvements, Gladys-El Dorado-B Street Improvements and San Pablo Avenue Stormwater Spine Project.
- Recreation Department, as COVID-19 restrictions were reduced, quickly transitioned to pre-pandemic activities and services. Participation in programs increased including after-school childcare and enrichment programs, in-person group activities for all ages, drop-in aquatics programs, and senior fitness programs and support services. The Easy Ride paratransit program was relocated to the Community Center.

FINANCIAL INFORMATION

Budgeting Controls

The City of El Cerrito operates on an annual budget schedule and maintains budgetary controls to ensure compliance with legal provision embodied in the annual appropriated budget approved by the City Council. Activities of the General Fund, Special Revenue Funds, Capital Projects Funds, Debt Service Funds, and Propriety Funds are included in the annual appropriated budget. The level of budgetary control (level at which expenditures cannot legally exceed the appropriate amount) is at the fund level.

City Departments use the goals outlined in the Strategic Plan, as well as feedback gained from the community, to inform the development of their departmental budgets for the next fiscal year. In order to best determine the resources to allocate to the goals and strategies in the Strategic Plan, the departments review information to align programs and services to the Strategic Plan goals.

Each department evaluated their programs and services and analyzed related data to determine a baseline amount of resources to allocate to expenses that meet the goals of the Strategic Plan. The departments considered several data sets, including personnel necessary to provide the program or service, additional costs (i.e., consultants, contractors, supplies and equipment and other purchased services), and whether the program or service is required by law or City policy. Departments were realistic about the objectives that could be achieved in the fiscal year and set priorities to allocate resources accordingly.

The Finance Department, in coordination with the applicable operating departments, provides the City Manager with proposed revenue projections. These revenue estimates are reviewed with the department budget requests to determine available funding levels for the fiscal year. Supplemental budget requests (new personnel, services, or equipment) are subject to City Manager review and approval for including the proposed operating budget. This process applies to all governmental and enterprise funds. The City Manager and Finance Director meet with the departments to review all operating expenditures and budget change requests. After final review and approval by the City Manager, the proposed budget document is presented to the City Council in May. The budget is adopted by resolution prior to June 30.

Only the City Council has the authority to create or modify total appropriations of any fund subject to only the appropriations limits established by State law. The City Council approves various supplemental appropriations during the year as necessary to meet the City's needs. The statements and schedules included in the financial section of this report indicate that the City continued to meet its responsibility for sound financial management.

Accounting System

The City's accounting and budgeting records for general government operations are recorded on a modified accrual basis, with revenues being recognized when available and measurable, and expenditures being recorded when the service or goods are received, or liabilities are incurred. Accounting and budgeting for the City's proprietary funds are maintained on an accrual basis.

Non-exchange transactions in which the City gives or receives value without directly receiving or giving equal value in exchange include taxes, grants, entitlements, and donations. On an accrual basis, revenue from taxes is recognized in the fiscal year for which the taxes are levied or assessed. Revenue from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been met.

The City maintains an internal control designed to provide reasonable assurance that the City's assets are protected from loss, theft, or misuse. Also, internal controls ensure adequate accounting data is compiled to allow for the preparation of financial statements in conformity with GAAP. The internal control structure is designed to provide reasonable, but not absolute assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Financial Policies

In September 2022, City Council approved amendments to the City Comprehensive Financial Policy, dated May 21, 2019. The financial policies are designed to promote sound financial management and ensure that the City's fiscal integrity remains intact as staff and Council Members change. The City Comprehensive Financial Policy is reviewed by the Financial Advisory Board and recommended amendments are advanced through the City Manager and Finance Director to City Council for adoption.

Additionally, the City Comprehensive Financial Policy, in accordance with GASB pronouncements, includes a General Fund Reserve policy, Emergency and Disaster Recovery Fund policy, Long-Term Financial Planning and Budget policies, Debt policies and other operational policies to serve as guidelines for operational and strategic decision making related to financial matters.

OTHER INFORMATION

Independent Audit

The City of El Cerrito selects an independent certified public accounting firm to perform a required annual audit of the City's financial records and transactions. The annual audit is required through covenants related to the City's bonded indebtedness. The City has contract with Chavan & Associates, LLC., an independent auditor, to perform the audit and prepare the financial section of this report.

Acknowledgments

The preparation of this Annual Comprehensive Financial Report was through the efforts and teamwork of the dedicated Finance staff. Special thanks and acknowledgement to temporary and regular staff who have contributed significantly to completing the ACFR including Maggie Huang, Amanda Breese, Yoko Nunokawa, and Alan Chiu. Appreciation and acknowledgement are also extended to City Department representatives for their support and collaboration throughout the duration of the audit. In addition, we extend a special thank you to Chavan & Associates, LLP for their professionalism and diligence in assisting in the preparation of this financial report.

Karen E Pinkos

Karen Pinkos, City Manager

Sandra Dalida

Sandra Dalida, Finance Director
& City Treasurer

CITY OF EL CERRITO

ELECTED OFFICIALS
AND
ADMINISTRATIVE PERSONNEL

as of June 30, 2022

ELECTED OFFICIALS - CITY COUNCIL

Mayor	Gabe Qunito
Mayor Pro Tem	Lisa Motoyama
Council Member	Janet Abelson
Council Member	Paul Fadelli
Council Member	Tessa Rudnick

ADMINISTRATIVE PERSONNAL - CITY STAFF

City Manager	Karen Pinkos
Assistant City Manager	Alexandra Orologas
Chief of Police	Paul Keith
Fire Chief	Eric Saylors
Community Development Director	Melanie Mintz
Finance Director/City Treasurer	Sandra Dalida
Public Works Director/City Engineer	Yvetteh Ortiz
Recreation Director	Chris Jones
City Clerk	Holly Charlety

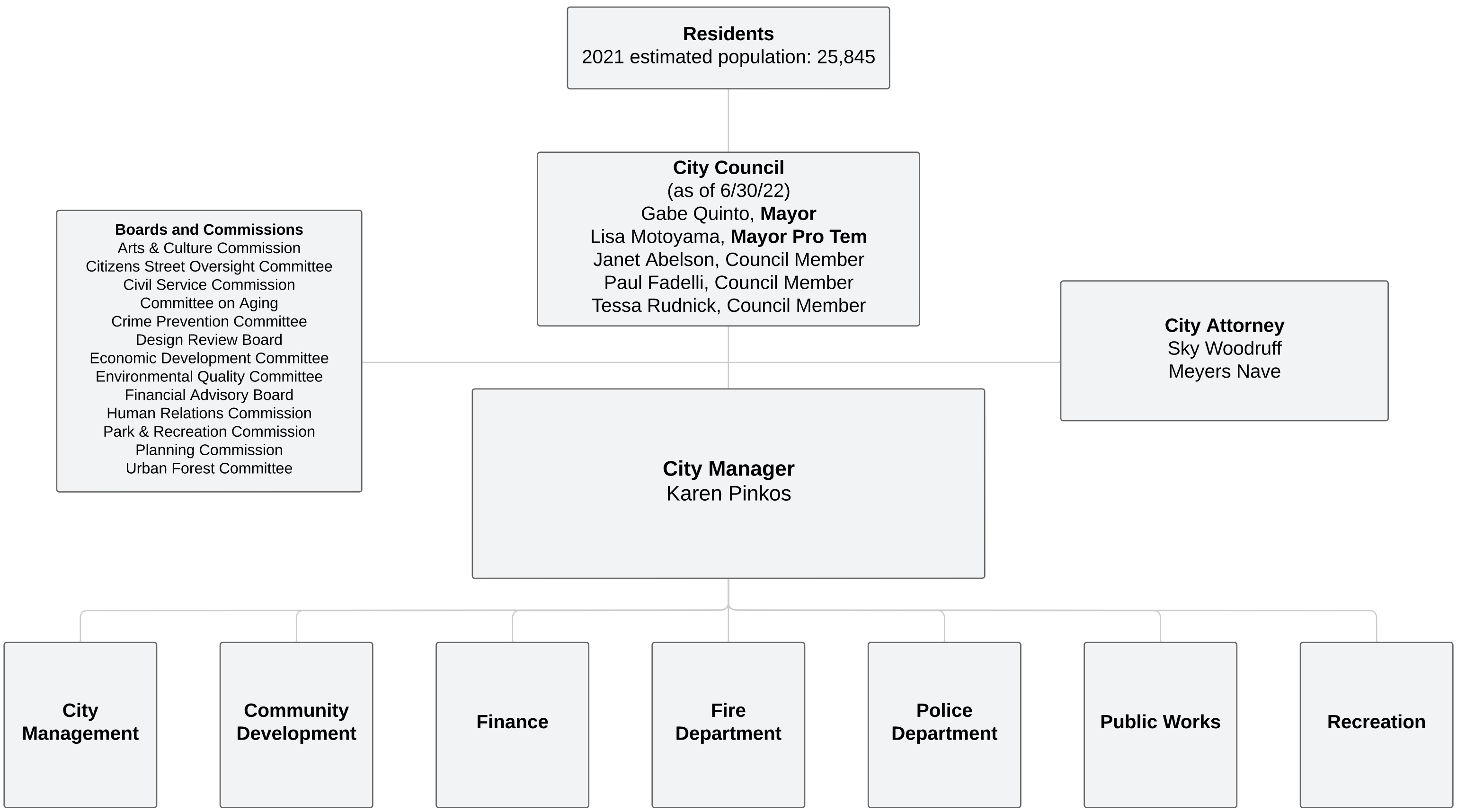
CITY ATTORNEY

Sky Woodruff

INDEPENDENT AUDITORS

Chavan & Associates, LLP Certified Public Accountants

City of El Cerrito
Organizational Chart



THE CITY OF
EL CERRITO

FINANCIAL SECTION

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Chavan and Associates, llp
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the City Council
of the City of El Cerrito
El Cerrito, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of El Cerrito (the "City"), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of El Cerrito, as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of a Matter

During the year, the City implemented GASB Statement No. 87, *Leases.* As a result, the City recorded right of use assets of $257,451, net of accumulated amortization, and lease liability of $225,680, increasing beginning fund balance and net position by $31,771. See note 1 for additional information. Also, the City changed its OPEB plan benefit terms which resulted in an increase to beginning net position of $3,699,945. See note 12 for additional information. Our opinion was not modified for these matters.

Responsibilities of Management for the Financial Statements

City management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

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Tel: 408-217-8749 • E-Fax: 408-872-4159
info@cnallp.com • www.cnallp.com

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAGAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and other required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

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Chavan and Associates, llp
Certified Public Accountants

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's financial statements as a whole. The introductory section, combining individual non-major fund statements, supplementary budgetary comparison schedules, and statistical data, are presented for purposes of additional analysis and are not a required part of the financial statements.

The combining and individual nonmajor fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, combining and individual nonmajor fund financial statements and comparative schedules for enterprise funds are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory, supplemental budgetary and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 14, 2023 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

C & A LLP

Chavan & Associates, LLP
Certified Public Accountants
March 14, 2023
Morgan Hill, California

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MANAGEMENT'S DISCUSSION AND ANALYSIS

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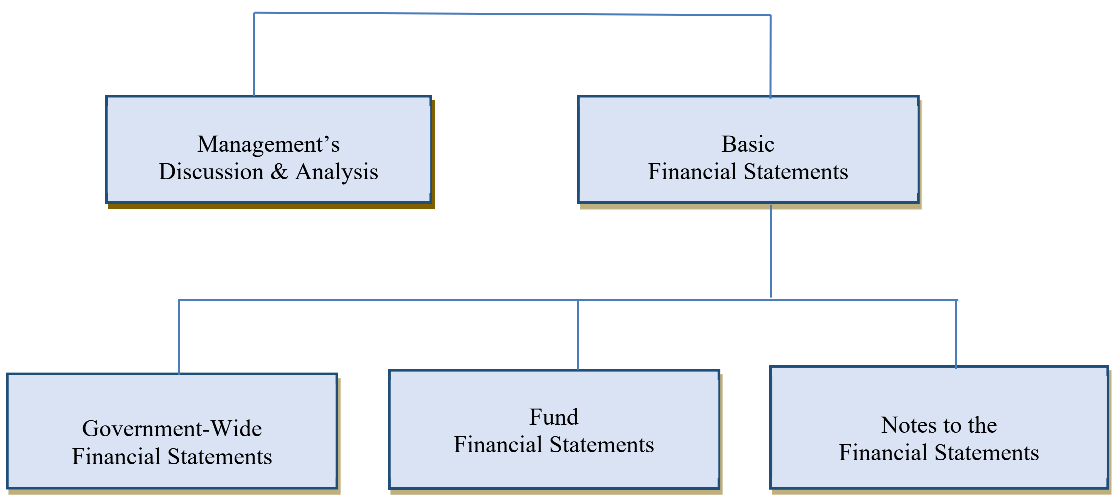
INTRODUCTION

As management of the City of El Cerrito, we offer readers of the City's financial statements this narrative overview and analysis of financial activities of the City of El Cerrito, for the fiscal year that ended on June 30, 2022. We encourage readers to consider the information presented here, in conjunction with additional information in our letter of transmittal. This information can be found on page 1 of this report. The required components of the report are listed below.

Required Components of the Annual Financial Report



FISCAL YEAR 2021/22 FINANCIAL HIGHLIGHTS

Government-Wide Highlights

- The assets and deferred outflows of resources for the City of El Cerrito exceeded the liabilities at the close of the most recent fiscal year by $19.47 million (net position). Of the net position, $54.74 million was classified as net investment in capital assets; $16.03 million recorded as restricted funds; and $51.3 million categorized as a deficit unrestricted net position (negative net position). The negative unrestricted net position is largely due to *GASB 68 – Accounting and Financial Reporting for Pensions.* This pronouncement requires local governments to record pension liabilities and related deferrals in the government-wide financial statements.

- The City's net position increased by $2.68 million. This included a 1.56 million increase in the net position of Governmental Activities and a $1.12 million increase in the net position of Business-Type Activities.

- City revenues increased by $3.53 million, or 6%, when compared to the prior year. The Fiscal Year 21/22 amounts included $1.28 million in grants for a capital projects and $4.8 million in operating grants.

- Deferred outflows of resources decreased by $442,359, while deferred inflows of resources increased by $33.77 million. This was primarily related to pension liability adjustments identified in the City's actuarial report, which include differences between expected and actual earnings; expected and actual experiences; and changes in proportional allocations. The City's pension liability in accordance with GASB 68 as of June 30, 2022 was $48.95 million as compared to $70.37 million in the prior year, while the total OPEB liability for the fiscal year ending June 30, 2022 was zero million compared to $4.89 million in the prior year. The City changed the terms of its OPEB plan as of January 2, 2021, which removed the implied subsidy previously included in the plan and thus removing the City's obligation. Beginning net position was increase by $3.7 million to account for the changes in the OPEB plan.

- The City's long-term debt increased by $503,077 as a result of new lease obligations and financed purchases, net of debt service payments made during the year.

- The City's net capital assets decreased by $1.33 million, primarily from a $2.4 million increase to construction in progress net of an increase to accumulated depreciation and amortization of $4.37 million.

Fund Highlights

- At the close of Fiscal Year 21/22 the City of El Cerrito's G*overnmental Funds* reported a combined fund balance of $31.5 million, which is an increase of $9.6 from prior year. Approximately 52%, or $16.3, million was classified as unassigned fund balance and was available for spending at the government's discretion.

- At the end of the current fiscal year, the *General Fund's* unrestricted fund balance (the total of the committed, assigned, and unassigned components of fund balance) was $16.4 million, or 41% of total general fund expenditures, prior to transfers.

- The fund balance in the *General Fund* increased by $7.14 million at the close of the fiscal year. This included an excess of operating revenues over expenditures of $6.8 million, plus $2.67 million in net transfers.

OVERVIEW OF THE FINANCIAL STATEMENTS

The discussion and analysis are intended to serve as an introduction to the City of El Cerrito's financial statements. The City of El Cerrito's basic financial statements are comprised of (1) Government-Wide Financial Statements (2) Fund Financial Statements, and (3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The *Government-Wide Financial Statements* are designed to provide readers with a broad overview of the City of El Cerrito's finances, in a manner similar to a private-sector business. Government-Wide financial statements are prepared on the accrual basis, which means they measure the flow of all economic resources of the City as a whole. Government-Wide Financial Statements consist of the *Statement of Net Position* and the *Statement of Activities*.

The *Statement of Net Position* presents financial information on all of the City of El Cerrito's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of El Cerrito is improving or declining.

The *Statement of Activities* presents information showing how the City of El Cerrito's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. This is consistent with a full accrual concept, which may result in the reporting of revenues and expenses in the current fiscal year, with cash flows occurring in future fiscal periods (e.g. uncollected revenues; and earned but not used vacation leave).

Both of the Government-Wide Financial Statements distinguish functions of the City of El Cerrito that are principally supported by taxes and intergovernmental revenues *(governmental activities)* from other functions that are intended to recover all or a significant portion of their costs through user fees and charges *(business-type activities)*. An overview of the City's functions associated with each classification is listed below.

Governmental Activities – All of the City's basic services are considered to be governmental activities. This includes general government, public works, recreation, community development, and public safety. These services are supported by general City revenues such as taxes, and by specific program revenues such as development and recreation program fees.

Business-Type Activities – This City's enterprise activities include integrated waste management. Unlike governmental activities, these services are fully supported by charges paid by users based on the amount of services they use.

The Government-Wide Financial Statements can be found on page 33 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Fund financial statements provide detailed information about each of the City's most significant funds, called major funds. Major funds are presented individually, with all non-major funds summarized and presented only in a single column. Subordinate schedules present the detail of these non-major funds. Major funds present the major activities of the City for the fiscal year, and may change from year to year as a result of changes in the pattern of the City's activities. The City's funds are segregated into three categories: Governmental Funds, Proprietary Funds, and Fiduciary Funds.

Governmental Funds

Governmental funds are used to account for essentially the same function reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental funds focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. This represents a modified accrual basis of accounting, with capital assets, long-lived assets, and long-term liabilities excluded from the financial statements. Such information may be useful in evaluating the City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate the comparison between *governmental funds* and *governmental activities*.

Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund and other major funds. Data from the other governmental funds are combined into a single aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements in the combining and individual fund statements and schedules section of this report.

The City of El Cerrito adopts an annual budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget. The basic governmental fund financial statements can be found on page 36 of this report.

Proprietary Funds

The City of El Cerrito has the following four E*nterprise Funds* which are proprietary funds*:* Integrated waste management. *Enterprise funds* provide the same type of information as business-type activities in the government-wide statements*. Internal service funds* are an accounting mechanism used to accumulate and allocate costs internally among the City of El Cerrito's various functions. The City uses one internal service fund to account for the management of its vehicle and equipment replacement. Because these internal services predominately benefit governmental rather than business-type functions, they have been included within governmental activities in the Government-Wide Financial Statements.

Proprietary funds provide the same type of information as the Government-Wide Financial Statements, only in more detail. The proprietary fund financial statements provide separate information for the waste management operations, which is considered major fund for the City of El Cerrito. The basic proprietary fund financial statements can be found on page 42 of this report.

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the City. Fiduciary funds are not reported in the Government-Wide Financial Statements because the resources of these funds are not available to support the City of El Cerrito's own programs. The accounting for fiduciary funds is much like that used for business-type activities. The City had two fiduciary funds during Fiscal Year, the pension trust fund and the El Cerrito Redevelopment Agency Successor Agency Private-Purpose Trust Fund.

NOTES TO THE FINANCIAL STATEMENTS

Notes to the Financial Statements provide additional information that is essential to a full understanding of the data provided in the Government-Wide and Fund Financial Statements. The notes can be found immediately following the Fund Financial Statements.

OTHER INFORMATION

In addition to the basic financial statements and accompanying notes, this report also presents *required supplementary information* concerning the City of El Cerrito's funding progress for its employee pension obligations. The required supplementary information can be found on page 87 of this report.

The combining statements referred to earlier in connection with nonmajor governmental funds are presented immediately following the *required supplementary information*. Combining and individual fund statements and schedules can be found on page 97 of this report.

A statistical section provides historical and current data on financial trends, revenue and debt capacity, demographic and economic information, and operating information. This information can be found on page 127 of this document.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Over time, net position may serve as an indicator of a government's financial position. In the case of the City of El Cerrito, assets and deferred outflows of resources exceeded liabilities by $19.47 million at the close of Fiscal Year 21/22. This represents an increase of $2.67 million over the prior year.

The following table summarizes the City's ending net position:

Table 1 - Net Position

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Assets						
Current and other assets	$ 45,670,957	$ 35,330,639	$ 2,757,615	$ 1,264,886	$ 48,428,572	$ 36,595,525
Capital assets	68,350,671	69,550,312	3,132,279	3,259,269	71,482,950	72,809,581
Total Assets	$ 114,021,628	$ 104,880,951	$ 5,889,894	$ 4,524,155	$ 119,911,522	$ 109,405,106
Deferred Outflows of Resources	$ 16,320,158	$ 16,717,937	$ -	$ 44,580	$ 16,320,158	$ 16,762,517
Liabilities						
Current and other liabilities	$ 14,668,684	$ 15,021,659	$ 658,774	$ 511,194	$ 15,327,458	$ 15,532,853
Noncurrent liabilities	65,275,917	91,512,513	1,352,841	1,298,198	66,628,758	92,810,711
Total Liabilities	$ 79,944,601	$ 106,534,172	$ 2,011,615	$ 1,809,392	$ 81,956,216	$ 108,343,564
Deferred Inflows of Resources	$ 34,808,663	$ 1,034,151	$ -	$ -	$ 34,808,663	$ 1,034,151
Net Position						
Net investment in capital assets	$ 53,377,263	$ 53,652,456	$ 1,363,893	$ 1,679,420	$ 54,741,156	$ 55,331,876
Restricted	16,029,304	15,859,381	-	-	16,029,304	15,859,381
Unrestricted	(53,818,045)	(55,481,272)	2,514,386	1,079,923	(51,303,659)	(54,401,349)
Total Net Position	$ 15,588,522	$ 14,030,565	$ 3,878,279	$ 2,759,343	$ 19,466,801	$ 16,789,908

A significant portion, or $53.38 million, of the City's net position reflects its investment in capital assets, (e.g., land, buildings, general government infrastructure, equipment, etc.), less accumulated depreciation/amortization and any outstanding debt that was used to acquire or construct those assets. Capital assets represent infrastructure which provide services to citizens and are not available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate the liabilities.

The $16.03 million amount classified as Restricted Net Position represents resources that are subject to external restrictions on how they may be used. These funds are restricted for governmental activities.

The remaining deficit balance of $51.3 million is classified as unrestricted. This negative unrestricted balance is largely due to *GASB 68 – Accounting and Financial Reporting for Pensions.* The City participates in the CalPERS Miscellaneous and Safety pension plans. This pronouncement requires that local governments report a proportional share of their pension plan's net pension liabilities on financial statements. In Fiscal Year 21/22, the City's proportionate share of the CalPERS pension liability was $48.95 million.

At the end of the current fiscal year, the City of El Cerrito is able to report a positive balance for the government as a whole.

Governmental and Business-Type Activities

As shown in the *Statement of Changes in Net Position* schedule, the net position for Governmental Activities increased by $1.56 million in the prior year mostly because of increases to charges for services and the adjustment to beginning net position to remove OPEB of $3.7 million.

The net position for business-type activities increased by $1.12 million largely due to increases in charges for services and operating grants, while operating expenses continue be well below revenues. An analysis of the changes in revenues and expenses by type of significant events follows:

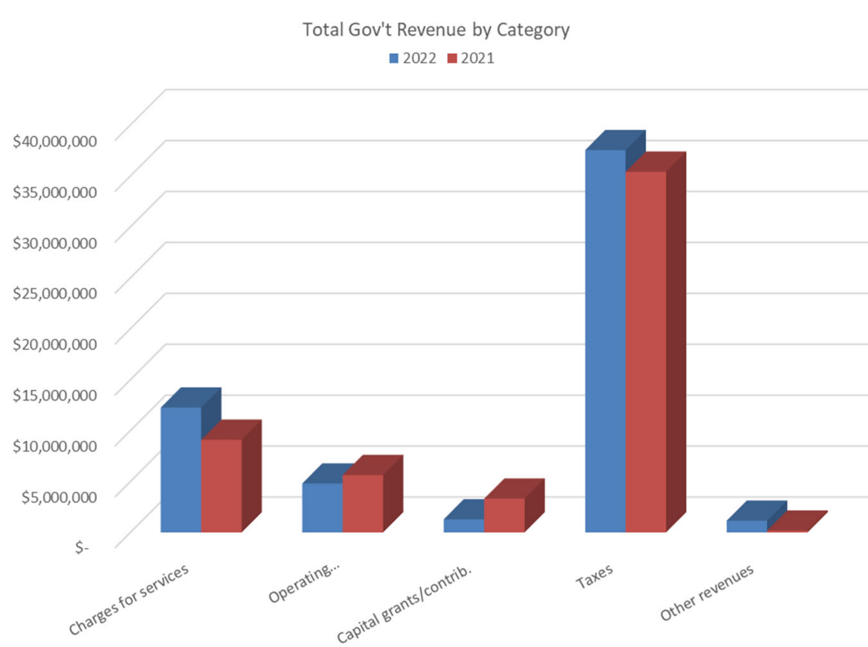
Table 2 - Statement of Changes in Net Position

Functions/Programs	Governmental Activities 2022	Governmental Activities 2021	Increase (Decrease)	Business-Type Activities 2022	Business-Type Activities 2021	Increase (Decrease)
Program Revenues						
Charges for services	$ 12,262,938	$ 9,092,798	$ 3,170,140	$ 3,877,922	$ 3,779,477	$ 98,445
Operating grants and contributions	4,797,917	5,632,909	(834,992)	60,016	16,784	43,232
Capital grants and contributions	1,280,680	3,317,784	(2,037,104)	-	-	-
Total Program Revenues	18,341,535	18,043,491	298,044	3,937,938	3,796,261	141,677
General Revenues						
Taxes	37,538,267	35,414,218	2,124,049	-	-	-
Investment earnings	-	-	-	-	-	-
Other revenues	1,146,385	176,593	969,792	309	-	309
Total General Revenues	38,684,652	35,590,811	3,093,841	309	-	309
Expenses						
General government	7,884,210	5,811,523	2,072,687	-	-	-
Public works	9,260,749	7,677,819	1,582,930	-	-	-
Recreation	6,089,667	4,691,509	1,398,158	-	-	-
Community development	4,262,818	3,452,703	810,115	-	-	-
Public safety	30,989,792	26,208,413	4,781,379	-	-	-
Interest on long-term debt	716,380	879,070	(162,690)	-	-	-
Intergrated waste management	-	-	-	2,815,640	2,662,806	152,834
Total Expenses	59,203,616	48,721,037	10,482,579	2,815,640	2,662,806	152,834
Special items	-	(1,321,189)	1,321,189	-	-	-
Transfers	3,671	3,671	-	(3,671)	(3,671)	-
Increase / (Decrease) in Net Position	(2,173,758)	3,595,747	(5,769,505)	1,118,936	1,129,784	(10,848)
Prior Period Adjustments	3,731,715	-	3,731,715	-	-	-
Net Position, Beginning of Year	14,030,565	10,434,818	3,595,747	2,759,343	1,629,559	1,129,784
Net Position, End of Year	$ 15,588,522	$ 14,030,565	$ 1,557,957	$ 3,878,279	$ 2,759,343	$ 1,118,936

Governmental Activities

Governmental Revenues

The following chart summarizes the changes in revenues by category during Fiscal Year 21/22:

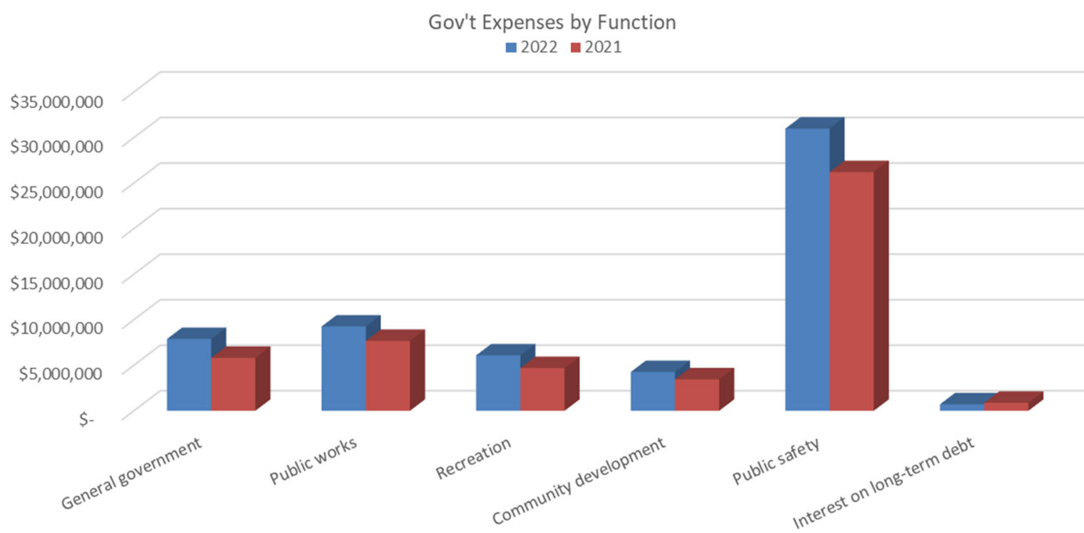


Significant changes in governmental revenues consisted of the following:

- Taxes increased by $2.12, with the substantial net changes in the following categories:
    - Property taxes increased by $867,494 or 5.5%, which reflects the continuing strength in property values.
    - Business license taxes increased by $116,260 or 12.6%.
    - Real property county transfer taxes increased by $443,928 or 10%.
    - Other taxes and assessments increased by $330,764 or 132%.
- Other revenues increased by $969,792 mostly from local reimbursements and local donations that did not meet the definition of a charges for services, operating grants or capital grants.
- Charges for services increased by $3.17 million mostly from increased program activities for recreation, community development and public safety as the pandemic winds down.

Governmental Expenses

The Fiscal Year 21/22 expenses for Governmental Activities increased by $10.48 million as illustrated in the chart below:



Significant changes in governmental expenses consisted of the following:

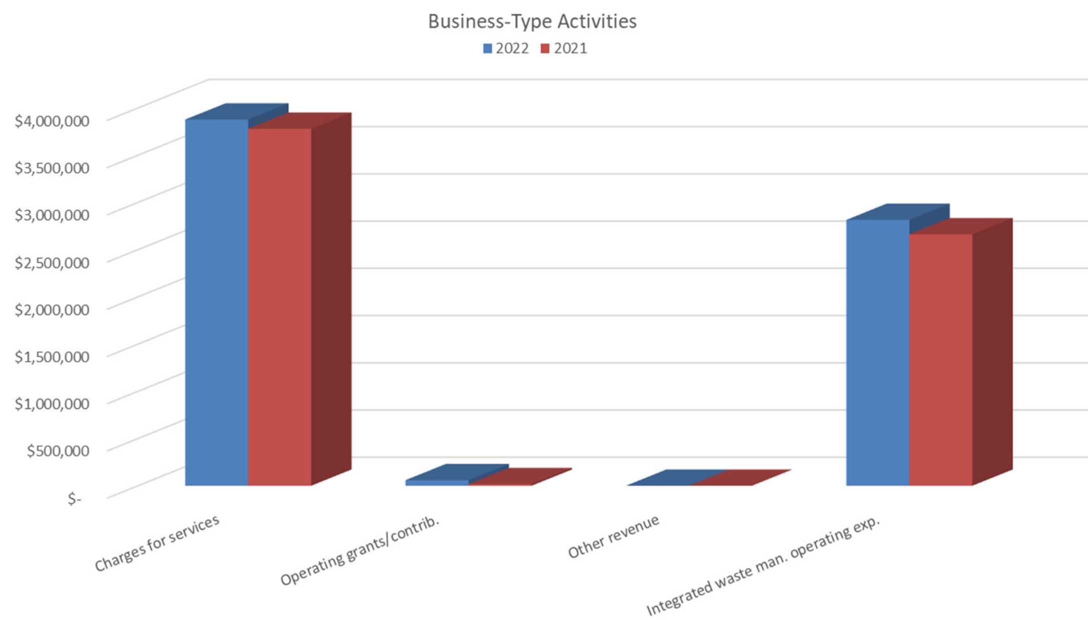
- The largest contributed factor to the increase on governmental activities expenses as an adjustment to pension expense as required by GASB 68 of $11.5 million resulting in a total pension expense of $19.79 million. The investment returns in excess of estimated realized during the plan measurement period will be recognized over the next five years which attributed to the increase in the pension plan expense since.

- Interest expense decreased by $162,690 due to obligations generally requiring less interest as debt matures.

Business-Type Activities

The City's net position for business type activities increased by $1.12 million which includes the integrated waste management enterprise fund. This increase included the Sewer, Cemetery, Local Water Project and Golf Course Funds. The $1.12 million increase is mostly from increases in charges for services and operating grants.

The following chart is a summary of the changes in revenues and expenses for the City's business-type activities from Fiscal Year 20/21 to 21/22:



Charges for services included fees of $3.75 million and recycling sales of $128,685. Expenses included personnel services, services, supplies and depreciation totaling $2.76 million. Personnel costs increased by $92,593 and supplies increased by $86,983 due to increased operating activities over the prior year.

FINANCIAL ANALYSIS OF THE CITY'S GOVERNMENTAL FUNDS

As noted earlier, the City of El Cerrito uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, the unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the City itself, or a group or individual that has been delegated authority to assign resources for particular purposes by the City of El Cerrito's City Council.

A summary of the changes in fund balance of the Major Funds and Other Governmental Funds is presented below:

Table 3 - Summary of Changes in Fund Balance - Governmental Funds

	Major Funds				
	General Fund	Low/Mod Income Housing Asset Fund	Fed, State and Local Grants Fund	Other Nonmajor Governmental Funds	Total
Total Revenues	$ 47,024,739	$ 16,887	$ 3,455,240	$ 6,459,454	$ 56,956,320
Total Expenditures	40,217,837	2,472	275,996	6,974,126	47,470,431
Revenues Over (Under) Expenditures	6,806,902	14,415	3,179,244	(514,672)	9,485,889
Transfers in	3,254,622	-	-	1,326,912	4,581,534
Transfers out	(580,612)	-	(3,051,028)	(946,223)	(4,577,863)
Net change in fund balances	9,480,912	14,415	128,216	(133,983)	9,489,560
Beginning of year	7,143,262	5,247,776	124,615	9,362,863	21,878,516
Prior Period Adjustment	-	141,155	-	-	141,155
End of year	$ 16,624,174	$ 5,403,346	$ 252,831	$ 9,228,880	$ 31,509,231

The General Fund balance increased by $9.48 million. This included operating revenues exceeding operating expenses by $6.8 million. The operating difference can be attributed to better than anticipated tax revenues, licenses and permits, and charges for services.

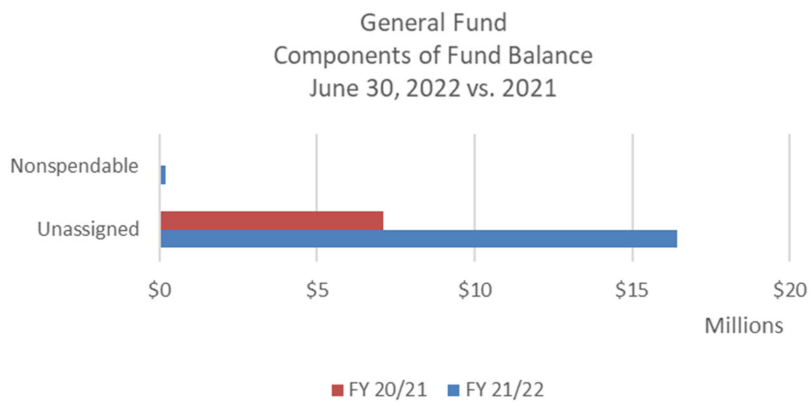
The beginning fund balance in the Low and Moderate Income Housing Asset Fund was increased by $141,155 to correctly report unavailable revenues that were previously overstated.

The fund balance in the Federal, State and Local Grants Fund increased by $128,216 as transfers to other funds to reimburse allowable costs was lower than the revenue earned of $3.45 million.

The fund balance in Nonmajor Funds decreased by $133,983 mostly due to on-going capital improvement programs, debt service payments, road maintenance and other special revenue fund programs. The Capital Improvement reported a deficit fund balance of $91,408 due to capital outlay. This deficit will be recovered in FY 2023.

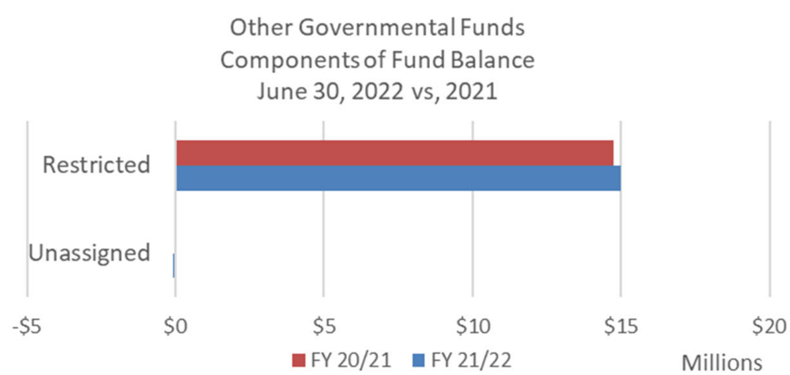
General Fund – Components of Fund Balance

In Fiscal Year 21/22, the General Fund's total fund balance represented approximately 41% of total general fund expenditures. The following chart summarizes the ending fund balance in the General Fund over the last two fiscal years:



Other Governmental Fund - Components of Fund Balance

The following chart summarizes the ending fund balance of all other funds other than the General Fund over the last two fiscal years:



CAPITAL ASSETS

The City of El Cerrito's investment in capital assets for its governmental and business-type activities as of June 30, 2022 amounts to $71.48 million (net of accumulated depreciation). The total decrease in the City's capital assets, net of depreciation and disposals, was $1.33 million or 1.8%. In Governmental Activities, the net decrease in capital assets was $1.2 million, or 1.7%, while business-type Activities net capital assets decreased by $126,990 or 3.9%. The following table summarizes the City's capital assets at the end of the year:

Table 4 - Capital Assets at Year End - Net

	Governmental Activities		Business-type Activities		Total		
	2022	2021	2022	2021	2022	2021	% Change
Land	$ 5,191,639	$ 5,191,639	$ -	$ -	$ 5,191,639	$ 5,191,639	0.00%
Construction in progress	3,198,707	798,016	-	-	3,198,707	798,016	300.83%
Buildings and improvement	27,408,552	27,408,552	3,495,683	3,495,683	30,904,235	30,904,235	0.00%
Machinery and equipment	6,694,533	6,694,533	1,597,612	1,597,612	8,292,145	8,292,145	0.00%
Right of use assets	643,628	-	-	-	643,628	-	100.00%
Infrastructure	86,769,509	86,769,509	-	-	86,769,509	86,769,509	0.00%
Accumulated deprec./amort.	(61,555,897)	(57,311,937)	(1,961,016)	(1,834,026)	(63,516,913)	(59,145,963)	103.19%
Total Capital Assets, Net	$ 68,350,671	$ 69,550,312	$ 3,132,279	$ 3,259,269	$ 71,482,950	$ 72,809,581	-1.82%

Additional information on capital asset can be found in Note 5 in the notes to financial statements.

DEBT ADMINISTRATION

During the year, long-term debt from governmental activities increased by $359,119 and long-term debt attributable to business type activities increased by $143,957, mostly from additional financed purchases net of debt service. The reduction within the business-type category resulted from regular debt service payments.

The following table summarizes the City's debt at the end of the year:

Table 5 - Outstanding Long-Term Debt at Year End

	Governmental Activities		
	2022	2021	% Change
Revenue bonds and notes	$ 14,469,055	$ 15,172,273	-4.63%
Leases	114,531	-	100.00%
Financed purchases	1,938,097	990,291	95.71%
Total outstanding long-term debt	$ 16,521,683	$ 16,162,564	2.22%
	Business-type Activities		
	2022	2021	% Change
Revenue bonds and notes	$ 1,025,600	$ 1,303,000	-21.29%
Financed purchases	742,786	321,429	131.09%
Total outstanding long-term debt	$ 1,768,386	$ 1,624,429	8.86%

Additional information on capital asset can be found in Note 7 in the notes to financial statements.

GENERAL FUND BUDGETARY HIGHLIGHTS

Changes from the City's General Fund original budget to the final budget are detailed in the *Required Supplementary Information* section along with a comparison to actual activity for the year ended.

Over the course of the year, the City may revise the expenditure budgets to reflect the changes in the various programs and unanticipated activities, but usually do not change budget assumptions in revenues other than for one-time events. For example, when the City is awards a grant, it appropriates the revenues and expenditures necessary to spend those funds but does not necessarily adjust upward the property tax estimates when the amounts come in higher than expected or reduce other balances that report declines unless the changes are material. Tax estimates are based on trend information where the base amount rolls forward for cumulative increases in long term planning and the trends are reevaluated each year during the budget period.

At the time of the FY 21/22 adoption, City revenues were projected to be $39.45 million and expenditures were projected to be $39.26 million. The final budgeted revenues were $41.93 million and expenditures were $41.66 million. Actual revenues exceed the final budget by $5.01 million and actual expenditures were less than the final budget by $1.44 million.

After transfers, the original adopted budget projected a surplus change in fund balance of $477,368 and the final budget projected a surplus of $554,289. The actual change in fund was for the year was $9.48 million, which was $8.93 million more than the final budget. Transfers in from the Federal, State and Local Grants fund were $2.3 million more than the final budget.

The following table summarizes the City's budget vs. actual amounts for FY2021-22:

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
REVENUES				
Taxes and assessments	$ 26,031,617	$ 26,831,617	$ 32,844,740	$ 6,013,123
Licenses and permits	636,112	1,136,112	1,440,972	304,860
Fines and forfeitures	140,000	140,000	152,343	12,343
Intergovernmental	7,312,900	7,808,900	4,844,428	(2,964,472)
Use of money and property	353,968	353,968	153,515	(200,453)
Charges for Services	4,800,000	5,483,000	7,405,175	1,922,175
Other Revenue	175,000	175,000	183,566	8,566
Total Revenues	39,449,597	41,928,597	47,024,739	5,096,142
EXPENDITURES				
Current:				
General government	5,623,469	6,193,569	5,958,210	235,359
Public works	1,696,985	2,044,065	1,884,039	160,026
Recreation	4,475,719	4,507,719	4,336,021	171,698
Community development	2,548,257	3,273,257	3,064,072	209,185
Public Safety	24,599,220	25,199,020	24,525,779	673,241
Capital outlay	29,381	157,480	87,588	69,892
Debt service				
Principal retirement	131,106	131,106	256,711	(125,605)
Interest and fiscal charges	155,130	155,130	105,417	49,713
Total Expenditures	39,259,267	41,661,346	40,217,837	1,443,509
Excess (Deficiency) of Revenues over Expenditures	$ 190,330	$ 267,251	$ 6,806,902	$ 6,539,651

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

In FY 2022, the San Francisco Bay Area led the country in economic growth, with a 4.8% increase in gross domestic product (GDP), while other California regions experienced a greater economic slowdown. Similarly, the City of El Cerrito did not experience the anticipated drop in revenue during the "remain-at-home" periods of the COVID-19 pandemic and the Statewide continued state of emergency.

The City's diversified and resilient revenue base remained strong and exceeded projections. At fiscal year ending June 30, 2022, operating revenues exceeded budget, primarily due to better than anticipated tax revenues, licenses and permits, and charges for services. The General Fund balance increased by approximately $9.5 million from the prior year, with a total General Fund balance of $16.6 million. This General Fund balance represents approximately 41% of total General Fund expenditures.

Despite the City's positive economic position, management remains cognizant of the economic trends facing the State of California: $24 billion projected budget deficit with resources less than required to cover current costs of authorized services, cooling of labor markets and job growth downshifts, slight increase in unemployment rate for the past two consecutive months, and housing market dips in existing home sales and flattening of home prices.

In addition, City management is mindful of the challenges facing the U.S. including rising inflation, interest rate increases, global supply chain challenges and inability to meet surging consumer demand, and 8% consumer price increases during the past year (more than three times the average in the last three decades). Also, the U.S. is still assessing the comprehensive economic impacts from the recent U.S. bank failures of Silicon Valley Bank and Signature Bank and the now the ailing First Republic Bank. Generally, economic impacts associated with the failure of financial institutions includes decreased consumer spending and cash hoarding, decreased business investment, and other reverberations yet to come.

Also, the City's employee costs continue to trend upwards as retirement contributions and lower than projected fluctuations in the CalPERS pension plan investments drives pension costs higher. General Fund Employee costs are projected at nearly 75% of Total General Fund Expenditures for FY 2022. This proportion may increase with the increase in pension related costs in FY 2023 and beyond.

Despite these economic trends, the Greater Bay Area and El Cerrito are somewhat better positioned to withstand economic down trends due to its diversified revenue sources and the City's prudent and conservative financial management strategies and approach of avoiding overly optimist revenue estimates or a presumption of an imminent recession.

El Cerrito's FY 2023 Amended General Fund Budget is structurally balanced, with estimated revenues projected to be $.85 million greater than expenditures. The projected FY 2023 ending General Fund balance is estimated to be $1.5 - $2.0 million, exceeding the City's fiscal year General Fund balance goal of $1.0 million.

The city remains focused on financial stability and opportunities to strengthen our financial position. The City is proud of having sufficient reserves at the start of FY 2022 and commits to maintaining a healthy General Fund balance in compliance with the City's financial policies. So that it can continue to provide the quality of services residents have come to expect.

Request for Information

This financial report is designed to provide a general overview of the City of El Cerrito's finances for all of El Cerrito's residents, taxpayers, customers, investors, and creditors. This financial report seeks to demonstrate the City's accountability for the money it receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Department of Finance at (510) 215-4312 or by mail at 10890 San Pablo Avenue, El Cerrito, CA 94530.

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BASIC FINANCIAL STATEMENTS

City of El Cerrito
Statement of Net Position
June 30, 2022

ASSETS	Governmental Activities	Business-Type Activities	Total
Current Assets:			
Cash and investments	$ 32,335,230	$ 2,073,422	$ 34,408,652
Accounts receivable	3,057,775	684,193	3,741,968
Interest receivable	1,166,144	-	1,166,144
Due from other governments	1,304,317	-	1,304,317
Prepaid items	317,576	-	317,576
Inventory	38,763	-	38,763
Total Current Assets	38,219,805	2,757,615	40,977,420
Noncurrent Assets:			
Loans receivable	7,451,152	-	7,451,152
Capital Assets:			
Nondepreciable	11,128,309	5,093,296	16,221,605
Depreciable, net of accumulated depreciation	57,093,637	(1,961,017)	55,132,620
Amortizable right of use assets, net of amortization	128,725	-	128,725
Total Capital Assets, Net	68,350,671	3,132,279	71,482,950
Total Noncurrent Assets	75,801,823	3,132,279	78,934,102
Total Assets	$ 114,021,628	$ 5,889,894	$ 119,911,522
DEFERRED OUTFLOWS OF RESOURCES			
Pension Adjustments	$ 16,073,123	$ -	$ 16,073,123
Deferred Loss on Refunding	247,035	-	247,035
Total Deferred Outflows of Resources	$ 16,320,158	$ -	$ 16,320,158
LIABILITIES			
Current Liabilities:			
Accounts payable	$ 1,844,172	$ 80,421	$ 1,924,593
Accrued liabilities	1,647,681	88,233	1,735,914
Interest payable	202,000	-	202,000
Deposits payable	2,107,484	-	2,107,484
Unearned revenue	90,782	-	90,782
Note payable, due within one year	6,060,892	-	6,060,892
Compensated absences, due within one year	1,627,935	48,474	1,676,409
Long-term debt, due within one year	1,087,738	441,646	1,529,384
Total Current Liabilities	14,668,684	658,774	15,327,458
Noncurrent Liabilities:			
Net pension liability	48,950,390	-	48,950,390
Claims payable, due in more than one year	15,000	-	15,000
Compensated absences, due in more than one year	876,581	26,101	902,682
Long-term debt - due in more than one year	15,433,946	1,326,740	16,760,686
Total Noncurrent Liabilities	65,275,917	1,352,841	66,628,758
Total Liabilities	$ 79,944,601	$ 2,011,615	$ 81,956,216
DEFERRED INFLOWS OF RESOURCES			
Pension Adjustments	$ 34,808,663	$ -	$ 34,808,663
Total Deferred Inflows of Resources	$ 34,808,663	$ -	$ 34,808,663
NET POSITION			
Net investment in capital assets	$ 53,377,263	$ 1,363,893	$ 54,741,156
Restricted for:			
Capital projects	9,455,701	-	9,455,701
Debt service	7,727	-	7,727
Community development	6,565,876	-	6,565,876
Total Restricted	16,029,304	-	16,029,304
Unrestricted	(53,818,045)	2,514,386	(51,303,659)
Total Net Position	$ 15,588,522	$ 3,878,279	$ 19,466,801

The accompanying notes are an integral part of these financial statements.

City of El Cerrito
Statement of Activities
For the Year Ended June 30, 2022

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Program Revenues: Total	Governmental Activities	Business-Type Activities	Total
Primary Government:								
Governmental Activities:								
General government	$ 7,884,210	$ 547,024	$ 3,051,028	$ -	$ 3,598,052	$ (4,286,158)		$ (4,286,158)
Public works	9,260,749	593,215	404,597	1,280,680	2,278,492	(6,982,257)		(6,982,257)
Recreation	6,089,667	3,932,395	-	-	3,932,395	(2,157,272)		(2,157,272)
Community development	4,262,818	3,096,993	-	-	3,096,993	(1,165,825)		(1,165,825)
Public safety	30,989,792	4,093,311	1,342,292	-	5,435,603	(25,554,189)		(25,554,189)
Interest and fiscal charges	716,380	-	-	-	-	(716,380)		(716,380)
Total Governmental Activities	$ 59,203,616	$ 12,262,938	$ 4,797,917	$ 1,280,680	$ 18,341,535	(40,862,081)		(40,862,081)
Business-Type Activities:								
Integrated waste management	$ 2,815,640	$ 3,877,922	$ 60,016	$ -	$ 3,937,938		$ 1,122,298	1,122,298
Total Business-Type Activities	$ 2,815,640	$ 3,877,922	$ 60,016	$ -	$ 3,937,938		1,122,298	1,122,298
General Revenues:								
Taxes:								
Property taxes and assessments						16,683,058	-	16,683,058
Sales and use taxes						9,671,196	-	9,671,196
Transient occupancy taxes						113,434	-	113,434
Franchise taxes						1,181,509	-	1,181,509
Business license taxes						1,040,618	-	1,040,618
Utility user taxes						3,403,776	-	3,403,776
Real property County transfer tax						4,863,035	-	4,863,035
Other taxes						581,641	-	581,641
Total taxes						37,538,267	-	37,538,267
Investment earnings (loss)						140,113	309	140,422
Other revenues						1,006,272	-	1,006,272
Total General Revenues						38,684,652	309	38,684,961
Transfers						3,671	(3,671)	-
Total General Revenues and Transfers						38,688,323	(3,362)	38,684,961
Change in Net Position						(2,173,758)	1,118,936	(1,054,822)
Net Position - Beginning of Year						14,030,565	2,759,343	16,789,908
Prior Period Adjustments						3,731,715	-	3,731,715
Net Position - Beginning of Year, As Adjusted						17,762,280	2,759,343	20,521,623
Net Position - End of Year						$ 15,588,522	$ 3,878,279	$ 19,466,801

The accompanying notes are an integral part of these financial statements.

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GOVERNMENTAL FUND FINANCIAL STATEMENTS

General Fund
The General Fund is used for all the general revenues of the City not specifically levied or collected for other City funds, and the related expenditures. The major revenue sources for this Fund are property taxes, sales taxes, utility users tax, franchise fees, business licenses, unrestricted revenues from the State, fines and forfeitures, and interest income. Expenditures are made for public safety, recreation, and the other services described above.

Low and Moderate Income Housing Asset Special Revenue Fund
This fund accounts for the activities related to the housing assets assumed by the City as Housing Successor to the former Redevelopment Agency and the collection of revenues from those restricted assets. The activities are governed by California redevelopment law and must be used to provide housing for people with low and moderate incomes.

Federal, State, and Local Grants Fund Special Revenue Fund
This fund accounts for revenues and expenditures related to grants from other governmental agencies.

City of El Cerrito
Balance Sheet
Governmental Funds
June 30, 2022

	Major Funds				
	General Fund	Low/Mod Income Housing Asset Fund	Federal State and Local Grants Fund	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS					
Cash and investments	$ 23,310,907	$ 812,220	$ 194,326	$ 6,815,901	$ 31,133,354
Accounts receivable	6,747	-	3,051,028	-	3,057,775
Interest receivable	24,077	1,052,839	89,228	-	1,166,144
Due from other governments	1,027,427	-	-	276,890	1,304,317
Due from other funds	3,051,028	-	-	-	3,051,028
Loans receivable	-	4,591,152	-	2,860,000	7,451,152
Prepaid items	161,576	-	-	-	161,576
Inventory	38,763	-	-	-	38,763
Total assets	$ 27,620,525	$ 6,456,211	$ 3,334,582	$ 9,952,791	$ 47,364,109
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES					
Liabilities:					
Accounts payable	$ 1,248,347	$ 26	$ 30,723	$ 565,076	$ 1,844,172
Accrued liabilities	1,589,666	-	-	58,015	1,647,681
Due to other funds	-	-	3,051,028	-	3,051,028
Deposits payable	2,006,664	-	-	100,820	2,107,484
Unearned revenue	90,782	-	-	-	90,782
Note payable	6,060,892	-	-	-	6,060,892
Total liabilities	10,996,351	26	3,081,751	723,911	14,802,039
Deferred Inflows of Resources:					
Unavailable revenues	-	1,052,839	-	-	1,052,839
Total deferred inflows of resources	-	1,052,839	-	-	1,052,839
Fund Balances:					
Nonspendable					
Prepaid items	161,576	-	-	-	161,576
Inventory	38,763	-	-	-	38,763
Restricted:					
Redevelopment	-	-	252,831	34,331	287,162
Debt service	-	-	-	7,727	7,727
Street improvements	-	-	-	3,320,599	3,320,599
Transportation	-	-	-	742,926	742,926
Public safety - police	-	-	-	312,221	312,221
Public safety - vehicle abatement	-	-	-	410,853	410,853
Parks and recreation	-	-	-	538,513	538,513
Storm drains	-	-	-	955,910	955,910
Public art	-	-	-	162,208	162,208
Housing	-	5,403,346	-	2,835,000	8,238,346
Unassigned	16,423,835	-	-	(91,408)	16,332,427
Total fund balances	16,624,174	5,403,346	252,831	9,228,880	31,509,231
Total liabilities, deferred inflows of resources and fund balances	$ 27,620,525	$ 6,456,211	$ 3,334,582	$ 9,952,791	$ 47,364,109

The accompanying notes are an integral part of these financial statements.

City of El Cerrito
Reconciliation of the Government Funds Balance Sheet to the Government-Wide Statement of Net Position
June 30, 2022

Total Fund Balances - Total Governmental Funds	$ 31,509,231
Amounts reported for governmental activities in the statement of net position were different because:	
Capital assets used in governmental activities were not current financial resources. Therefore, they were not reported in the Governmental Funds Balance Sheet. The capital assets were adjusted as follows:	
Capital assets	127,168,605
Less: accumulated depreciation	(59,025,641)
Total Capital Assets	68,142,964
Interest payable on long-term debt did not require current financial resources. Therefore, interest payable was not reported as a liability in Governmental Funds Balance Sheet.	(202,000)
Internal service funds are used by management to charge the costs of vehicles and equipment replacement to individual funds. The assets and liabilities of the internal service funds are included in governmental activities.	420,341
The differences from benefit plan assumptions and estimates versus actuals are not included in the plan's actuarial study until the next fiscal year and are reported as deferred inflows or deferred outflows of resources in the statement of net position.	(18,735,540)
The difference between the carrying value of refunded debt and the reacquisition price is deferred and amortized over the shorter of the remaining life of the refunded debt or the refunding debt.	247,035
Liabilities were reported for certain revenues that were not available to pay current period expenditures and were reported as unearned in the fund statements.	1,052,839
Long-term obligations were not due and payable in the current period. Therefore, they were not reported in the Governmental Funds Balance Sheet. The long-term liabilities were adjusted as follows:	
Long-term debt	(15,376,442)
Claims payable	(15,000)
Compensated absences	(2,504,516)
Net pension liability	(48,950,390)
Total Long-Term Obligations	(66,846,348)
Net Position of Governmental Activities	$ 15,588,522

The accompanying notes are an integral part of these financial statements.

City of El Cerrito
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2022

	Major Funds				
	General Fund	Low/Mod Income Housing Asset Fund	Federal State and Local Grants Fund	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES					
Taxes and assessments	$ 32,844,740	$ -	$ -	$ 4,843,330	$ 37,688,070
Licenses and permits	1,440,972	-	-	-	1,440,972
Fines and penalties	152,343	-	-	2,958	155,301
Intergovernmental	4,844,428	-	3,356,745	1,131,527	9,332,700
Use of money and property	153,515	16,887	-	462,824	633,226
Charges for Services	7,405,175	-	-	6,913	7,412,088
Other Revenue	183,566	-	98,495	11,902	293,963
Total Revenues	47,024,739	16,887	3,455,240	6,459,454	56,956,320
EXPENDITURES					
Current:					
General government	5,958,210	-	1,914	6,140	5,966,264
Public works	1,884,039	-	636	3,098,129	4,982,804
Recreation	4,336,021	-	-	188,320	4,524,341
Community development	3,064,072	2,472	272,831	28,741	3,368,116
Public Safety	24,525,779	-	615	-	24,526,394
Capital outlay	87,588	-	-	2,313,102	2,400,690
Debt service					
Principal	256,711	-	-	701,874	958,585
Interest and fiscal charges	105,417	-	-	637,820	743,237
Total Expenditures	40,217,837	2,472	275,996	6,974,126	47,470,431
Excess (Deficiency) of Revenues over Expenditures	6,806,902	14,415	3,179,244	(514,672)	9,485,889
OTHER FINANCING SOURCES (USES)					
Transfers in	3,254,622	-	-	1,326,912	4,581,534
Transfers out	(580,612)	-	(3,051,028)	(946,223)	(4,577,863)
Total Other Financing Sources (Uses)	2,674,010	-	(3,051,028)	380,689	3,671
Net Change in Fund Balances	9,480,912	14,415	128,216	(133,983)	9,489,560
Fund Balances Beginning	7,143,262	5,247,776	124,615	9,362,863	21,878,516
Prior Period Adjustments	-	141,155	-	-	141,155
Fund Balances Beginning, as Adjusted	7,143,262	5,388,931	124,615	9,362,863	22,019,671
Fund Balances Ending	$ 16,624,174	$ 5,403,346	$ 252,831	$ 9,228,880	$ 31,509,231

The accompanying notes are an integral part of these financial statements.

City of El Cerrito

Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances to the Government-Wide Statement of Activities

For the Year Ended June 30, 2022

Net Change in Fund Balances - Total Governmental Funds	$ 9,489,560
Amounts reported for governmental activities in the Statement of Activities and Changes in net position were different because:	
Governmental Funds report capital outlay as expenditures. However, in the Government-Wide Statement of Activities and Changes in net position, the cost of those assets was allocated over their estimated useful lives as depreciation expense.	
Capital outlay	2,400,688
Depreciation expense	(3,746,479)
Compensated absences not required to be paid with current financial resources are not reported in the governmental funds, but are accrued as noncurrent liabilities in the Government Wide Statement Net Position. The change from prior year accrued compensated absences is reported in the applicable program expense.	125,563
Certain revenues were not recorded or recorded as unearned revenue in the governmental funds because they did not meet the revenue recognition criteria of availability. However, they were included as revenue in the Government-Wide Statement of Activities under the full accrual basis.	69,867
The difference between the carrying value of refunded debt and the reacquisition price is deferred and amortized over the shorter of the remaining life of the refunded debt or the refunding debt.	(17,672)
In governmental funds, actual contributions to benefit plans are reported as expenditures in the year incurred. However, in the government-wide statement of activities, only the current year benefit expense as noted in the plans' valuation reports is reported as an expense, as adjusted for deferred inflows and outflows of resources.	(11,543,096)
Repayment of long-term debt was an expenditure in governmental funds, but the repayment reduced long-term liabilities in the Government-Wide Statement of Net Position.	958,585
Premiums from the issuance of long-term debt are amortized over the life of the bonds in the Statement of Activities and reported as proceeds when issued in governmental funds.	53,219
Internal service funds are used by management to charge the costs of vehicles and equipment replacement to individual funds. The assets and liabilities of the internal service funds are included in governmental activities.	44,697
Interest expense on long-term debt was reported in the Government-Wide Statement of Activities and Changes in net position, but it did not require the use of current financial resources. Therefore, interest expense was not reported as expenditures in governmental funds. The following amount represented the net change in accrued interest from from prior year.	(8,690)
Change in Net Position of Governmental Activities	$ (2,173,758)

The accompanying notes are an integral part of these financial statements.

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PROPRIETARY FUND FINANCIAL STATEMENTS

Integrated Waste Management Fund
This fund accounts for the City's recycling collection service operations financed and operated in a manner similar to a private business enterprise. The intent of the City is that the cost of providing goods and services be financed primarily through user charges.

Vehicle and Equipment Replacement Internal Service Fund
The City’s internal service fund accounts for the City's departments' vehicle and equipment replacement activities.

City of El Cerrito
Statement of Net Position
Proprietary Funds
June 30, 2022

	Business-Type Activities Enterprise Funds	Governmental Activities Internal Service Funds
	Integrated Waste Management Fund	Vehicle and Equipment Replacement Fund
ASSETS		
Current assets:		
Cash and cash equivalents	$ 2,073,422	$ 1,201,876
Accounts receivable	684,193	-
Deposits	-	156,000
Total current assets	2,757,615	1,357,876
Capital assets:		
Buildings, equipment and vehicles	5,093,296	2,737,963
Less: accumulated depreciation	(1,961,017)	(2,530,256)
Total capital assets, net	3,132,279	207,707
Total assets	$ 5,889,894	$ 1,565,583
LIABILITIES		
Current liabilities:		
Accounts payable	$ 80,421	$ -
Accrued liabilities	88,233	-
Compensated absences, due within one year	48,474	-
Financed purchases, due within one year	441,646	98,352
Total current liabilities	658,774	98,352
Noncurrent liabilities:		
Compensated absences, due in more than one year	26,101	-
Financed purchases, due in more than one year	1,326,740	1,046,890
Total noncurrent liabilities	1,352,841	1,046,890
Total liabilities	$ 2,011,615	$ 1,145,242
NET POSITION		
Net Investment in capital assets	$ 1,363,893	$ 363,706
Unrestricted	2,514,386	56,635
Total net position	$ 3,878,279	$ 420,341

The accompanying notes are an integral part of these financial statements.

City of El Cerrito
Statement of Revenues, Expenses and Changes in Fund Net Position
Proprietary Funds
For the Year Ended June 30, 2022

	Business-Type Activities Enterprise Funds	Governmental Activities Internal Service Funds
	Integrated Waste Management Fund	Vehicle and Equipment Replacement Fund
OPERATING REVENUES		
Charges for services	$ 3,748,970	$ 156,000
Recycling sales	128,685	-
Other	267	-
Total operating revenues	3,877,922	156,000
OPERATING EXPENSES		
Personnel services	1,577,100	-
Services	854,792	-
Supplies	198,579	-
Depreciation	126,990	111,303
Total operating expenses	2,757,461	111,303
Operating income (loss)	1,120,461	44,697
NONOPERATING REVENUES (EXPENSES)		
Grants	60,016	-
Interest expense	(58,179)	-
Investment earnings	309	-
Total nonoperating revenues (expenses)	2,146	-
Income (loss) before operating transfers	1,122,607	44,697
Transfers in	-	-
Transfers out	(3,671)	-
Total transfers	(3,671)	-
Change in net position	1,118,936	44,697
Total net position - beginning	2,759,343	375,644
Total net position - ending	$ 3,878,279	$ 420,341

The accompanying notes are an integral part of these financial statements.

City of El Cerrito
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2022

	Business-Type Activities Enterprise Funds	Governmental Activities Internal Service Funds
	Integrated Waste Management Fund	Vehicle and Equipment Replacement Fund
Cash flows from operating activities:		
Receipts from customers	$ 3,717,302	$ 156,000
Payments to suppliers	(1,042,832)	-
Payments to employees	(1,484,791)	-
Net cash provided (used) by operating activities	1,189,679	156,000
Cash flows from noncapital financing activities:		
Receipts from grants	60,016	-
Interfund transactions	(3,671)	-
Net cash provided (used) by noncapital financing activities	56,345	-
Cash flows from capital financing activities:		
Deposits paid to purchase capital assets	-	(156,000)
Proceeds from long-term debt	-	1,145,241
Principal payments on long-term debt	143,957	-
Interest paid on long-term debt	(58,179)	-
Net cash provided (used) by capital financing activities	85,778	989,241
Cash flows from investing activities:		
Investment income (loss)	307	-
Net cash provided (used) by investing activities	307	-
Net increase (decrease) in cash and cash equivalents	1,332,109	1,145,241
Cash and cash equivalents - beginning	741,313	56,635
Cash and cash equivalents - ending	$ 2,073,422	$ 1,201,876
Reconciliation of operating income to net cash provided (used) by operating activities:		
Operating income (loss)	$ 1,120,461	$ 44,697
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation	126,990	111,303
Change in operating assets and liabilities:		
Accounts receivables	(160,620)	-
Deferred outflows of resources	44,580	-
Accounts payable	10,539	-
Accrued liabilities	58,946	-
Compensated absences	(11,217)	-
Net cash provided (used) by operating activities	$ 1,189,679	$ 156,000

The accompanying notes are an integral part of these financial statements.

FIDUCIARY FUND FINANCIAL STATEMENTS

Pension Trust Fund
The City of El Cerrito Pension Trust Fund accounts for assets held by the City on behalf of the retiree's of the City's single employer pension plan.

Private Purpose Trust Fund
The Successor Agency Trust Fund accounts for assets and liabilities transferred from the City to the Successor Agency Trust Fund.

City of El Cerrito
Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2022

	Pension Trust Fund	El Cerrito Redevelopment Agency Successor Agency Private-Purpose Trust Fund
ASSETS		
Cash and investments	$ -	$ 24,229
Total assets	$ -	$ 24,229
LIABILITIES		
Accounts payable	$ 6,747	$ -
Accrued liabilities	-	59,156
Long-term liabilities:		
Due within one year	-	1,957,533
Due in more than one year	-	5,112,884
Total liabilities	$ 6,747	$ 7,129,573
NET POSITION		
Held in trust	$ (6,747)	$ -
Total Net Position	$ (6,747)	$ (7,105,344)

The accompanying notes are an integral part of these financial statements.

City of El Cerrito
Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Year Ended June 30, 2022

	Pension Trust Fund	El Cerrito Redevelopment Agency Successor Agency Private-Purpose Trust Fund
ADDITIONS		
Property taxes	$ -	$ 2,094,578
Employer contributions	85,000	-
Total additions	85,000	2,094,578
DEDUCTIONS		
Retirement and other benefits	91,747	-
General government	-	2,925
Community development	-	251,031
Debt service:		
Interest and fiscal charges	-	198,531
Total deductions	91,747	452,487
Change in net position	(6,747)	1,642,091
Total net position - beginning	-	(8,747,435)
Total net position - ending	$ (6,747)	$ (7,105,344)

The accompanying notes are an integral part of these financial statements.

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NOTES TO THE BASIC FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of El Cerrito (City) was incorporated August 1, 1917. The City provides the following services: public safety (police and fire), recreation, streets and highways, recycling, public improvements, planning and zoning, and general administration services. The City's population has remained relatively stable for some years; population at June 30, 2021, was 24,953. The City operates under the Council-Manager form of government, with five elected Council members served by a full-time City Manager and staff.

A. Financial Reporting Entity

The accompanying basic financial statements present the financial activity of the City along with the financial activities of its blended component units, which are entities for which the City is financially accountable. Together these entities comprise the primary government for reporting purposes. Although they are separate legal entities, blended component units are in substance part of the City's operations and are reported as an integral part of the City's financial statements. The City's component units, which are described below, are all blended.

The El Cerrito Public Financing Authority (Authority)
The El Cerrito Public Financing Authority is a nonprofit corporation organized by the City to provide financial assistance to the City. Administrative and related normal business expenses incurred in the day-to-day operations of the Authority are provided by the City. Such expenses are insignificant to the Authority's operations. The Authority obtains financing for City sponsored projects using leases signed by the City as collateral. The amounts of the leases are calculated to provide sufficient resources to repay the debt incurred to finance the projects. The financial activities of the Authority have been included in these financial statements in the Public Financing Authority Debt Service Fund and the Integrated Waste Management Enterprise Fund.

The El Cerrito Municipal Services Corporation
The El Cerrito Municipal Services Corporation (Corporation) is a nonprofit corporation organized in 1982 by the City under the corporations laws of the State of California. The Corporation was originally organized to assist the City with communications with its residents and to provide financial assistance to the City by financing real and personal property and improvements for the benefit of the residents of the City. In May 2011, the Corporation amended its articles of incorporation to provide support to the City by utilizing private and public funding sources to combat community blight and deterioration in the City and contribute to the physical improvement of the City; providing and expanding economic opportunities for low and moderate income households in the City; encouraging and stimulating economic development within the City. The financial activities of the Corporation have been included in these financial statements in the Municipal Services Corporation Special

The City of El Cerrito Employees' Pension Plan
The City of El Cerrito Employees' Pension Plan is governed by the City's Retirement System Ordinance, Chapter 3 of the City of El Cerrito Municipal Code, and is used to account for contributions and investment income restricted to pay retirement and death benefits of employees who elected not to be covered by the California Public Employees' Retirement System as of February 6, 1959. Benefit and contribution provisions are established by the City Council. Eligibility, actuarial interest rates, administration and certain other tasks are the responsibility of the Council established by the above ordinance. The financial activities of the Pension Plan have been included in these financial statements in the Pension Trust Fund.

Audited financial statements for the Authority, Corporation and Pension Plan may be obtained from the City of El Cerrito, 10890 San Pablo Avenue, El Cerrito, CA 94530.

The City applies all applicable GASB pronouncements for certain accounting and financial reporting guidance. In December of 2010, GASB issued Statement No. 62*, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. GASB 62 incorporates pronouncements issued on or before November 30, 1989 into GASB authoritative literature. In June of 2015, GASB issued Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments.* GASB 76 supersedes Statement No. 55, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*. GASB 76 also amends GASB 62 and AICPA Pronouncements paragraphs 64, 74, and 82. The GAAP hierarchy sets forth what constitutes GAAP for all state and local governmental entities. It establishes the order of priority of pronouncements and other sources of accounting and financial reporting guidance that a governmental entity should apply. The sources of authoritative GAAP are categorized in descending order of authority as follows:

a. Officially established accounting principles—Governmental Accounting Standards Board (GASB) Statements (Category A)
b. GASB Technical Bulletins; GASB Implementation Guides; and literature of the AICPA cleared by the GASB (Category B).

If the accounting treatment for a transaction or other event is not specified by a pronouncement in Category A, a governmental entity should consider whether the accounting treatment is specified by a source in Category B.

B. Basis of Presentation

The basic financial statements of the City of El Cerrito, California, (the City) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental agencies. The Governmental Accounting Standards Boards (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the City's accounting policies are described below.

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues, and expenditures or expenses, as appropriate. These funds are established for the purpose of carrying out specific activities or certain objectives in accordance with specific regulations, restrictions, or limitations. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Government-Wide Financial Statements

The City's government-wide financial statements include a *Statement of Net Position* and a *Statement of Activities and Changes in Net Position*. These statements present summaries of governmental and business-type activities for the City. Fiduciary activities of the City are not included in these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

These statements are presented on an "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all of the City's assets, deferred outflows of resources, liabilities, deferred inflows of resources, are included in the accompanying *Statement of Net Position*. The *Statement of Activities* presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those clearly identifiable with a specific function or segment. Certain types of transactions are reported as program revenues for the City in three categories:

- Charges for services
- Operating grants and contributions
- Capital grants and contributions

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the fiduciary funds are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

Certain eliminations have been made as prescribed by GASB Statement No. 34 in-regards-to interfund activities, payables, and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, internal fund transactions have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated. The following interfund activities have been eliminated:

- Transfers in/Transfers out

The City applies all applicable GASB Pronouncements including all Interpretations currently in effect.

Governmental Fund Financial Statements

Governmental fund financial statements include a *Balance Sheet* and a *Statement of Revenues, Expenditures and Changes in Fund Balances* for all major governmental funds and non-major funds aggregated. An accompanying schedule is presented to reconcile and explain the differences in net position as presented in these statements to the net position presented in the government-wide financial statements. The City has presented all major funds that met the applicable criteria.

All governmental funds are accounted for on a spending or "current financial resources" measurement focus and the modified accrual basis of accounting. Accordingly, only current assets, deferred outflows of resources, current liabilities, and deferred inflows of resources are included on the balance sheets. The *Statement of Revenues, Expenditures and Changes in Fund Balances* present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets.

Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. Accordingly, revenues are recorded when received in cash, except that revenues subject to accrual (up to 60 days after year-end) are recognized when due. The primary revenue sources, which have been treated as susceptible to accrual by the City, are property taxes, taxpayer-assessed tax revenues (sales taxes, transient occupancy taxes, etc.), licenses, grant revenues and earnings on investments. Expenditures are recorded in the accounting period in which the related fund liability is incurred.

Unearned revenues arise when potential revenues do not meet both the "measurable" and "available" criteria for recognition in the current period. Unearned revenues also arise when the government receives resources before it has a legal claim to them, as when grant monies are received prior to incurring qualifying expenditures. In subsequent periods when both revenue recognition criteria are met or when the government has a legal claim to the resources, the unearned revenue is removed from the combined balance sheet and revenue is recognized.

The City reports the following funds as major funds:

General Fund
The General Fund is the general operating fund of the City. It is used for all financial resources except those required to be accounted for in another fund.

Low and Moderate Income Housing Asset Special Revenue Fund
This fund accounts for the activities related to the housing assets assumed by the City as Housing Successor to the former Redevelopment Agency and the collection of revenues from those restricted assets. The activities are governed by California redevelopment law and must be used to provide housing for people with low and moderate incomes. The major revenue sources are the loan repayments in the fiscal year. Prior to dissolution of the Redevelopment Agency in 2012 it received property tax revenues but has not received any since.

Federal, State and Local Grants Special Revenue Fund
The Federal, State and Local Grants Special Revenue Fund accounts for revenues and expenditures related to grants from other governmental agencies.

Additionally, the City reports the following nonmajor fund types of governmental funds:

Special Revenue Funds
Special revenue funds account for and report the proceeds of specific revenue sources that are restricted, committed or assigned to specific purposes other than debt service or capital projects.

Debt Service Funds
Debt service funds are used to accumulate resources for repayment of the rbonds and lease arrangements.

Capital Project Funds
Capital project funds account for and report financial resources that are restricted, committed, or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets in governmental funds.

Proprietary Funds

In the fund financial statements, proprietary funds are presented using the accrual basis of accounting. Revenues are recognized when they are earned and expenses are recognized when the related goods or services are delivered. In the fund financial statements, proprietary funds are presented using the "economic resources measurement focus". This means all assets, deferred outflows of resources, liabilities (whether current or noncurrent) and deferred inflows of resources associated with their activities are included on their balance sheets. Proprietary fund type operating statements present increases (revenues) and decreases (expenses) in total net position.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal value. Non-operating revenues, such as subsidies, taxes, and investment earnings result from nonexchange transactions or ancillary activities. Amounts paid to acquire capital assets are capitalized as assets in the proprietary fund financial statements.

The City has the following enterprise fund that have been reported as major:

Integrated Waste Management Enterprise Fund
This fund is used to account for the City's recycling collection services operations financed and operated in a manner similar to a private business enterprise.

The City also reports the following internal service fund:

Vehicles and Equipment Replacement Internal Service Fund
The Vehicles and Equipment Replacement Internal Service Fund is used to finance and account for providing vehicles and equipment to the line departments and avoiding financing costs associated with the acquisition of necessary capital assets.

Fiduciary Fund Financial Statements

Fiduciary fund financial statements consist of a Statement of Fiduciary Net Position and a Statement of Changes in Fiduciary Net Position. Fiduciary funds are accounted for using the accrual basis of accounting.

The City of El Cerrito Pension Trust Fund and the El Cerrito Redevelopment Agency Successor Agency Private-Purpose Trust Fund account for the accumulation of resources to be used for payments at appropriate amounts and times in the future. The financial activities of these funds are excluded from the Government-wide financial statements, but are presented in the separate Fiduciary Fund financial statements.

C. Cash, Cash Equivalents and Investments

The City pools cash resources from all funds in order to facilitate the management of cash. The balance in the pooled cash account is available to meet current operating requirements. Cash in excess of current requirements is invested in various interest-bearing accounts and other investments for varying terms.

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturity of three months or less from the date of acquisition. Cash and cash equivalents are combined with investments and displayed as Cash and Investments. For the purpose of the statement of cash flows, the City considers all pooled cash and investments (consisting of cash and investments and restricted cash and investments) held by the City as cash and cash equivalents because the pool is used essentially as a demand deposit account from the standpoint of the funds. The City also considers all non-pooled cash and investments (consisting of cash with fiscal agent and restricted cash and investments held by fiscal agent) as cash and cash equivalents because investments meet the criteria for cash equivalents defined above.

Deposit and Investment Risk Disclosures - In accordance with GASB Statement No. 40, *Deposit and Investment Disclosures* (Amendment of GASB Statement No. 3), certain disclosure requirements, if applicable, for Deposits and Investment Risks in the following areas: Interest Rate Risk, Overall Credit Risk, Custodial Credit Risk, Concentrations of Credit Risk, and Foreign Currency Risk.

Other disclosures are specified including use of certain methods to present deposits and investments, highly sensitive investments, credit quality at year-end and other disclosures. The City participates in an investment pool managed by the State of California titled Local Agency Investment Fund (LAIF), which has invested a portion of the pool funds in Structured Notes and Asset Backed Securities. LAIF's investments are subject to credit risk with the full faith and credit of the State of California collateralizing these investments. In addition, these Structured Notes and Asset-Backed Securities are subject to market risk as to change in interest rates.

Investments are recorded at fair value in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. Accordingly, the change in fair value of investments is recognized as an increase or decrease to investment assets and investment income. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction. In determining this amount, three valuation techniques are available:

- Market approach - This approach uses prices generated for identical or similar assets or liabilities. The most common example is an investment in a public security traded in an active exchange such as the NYSE.
- Cost approach - This technique determines the amount required to replace the current asset. This approach may be ideal for valuing donations of capital assets or historical treasures.
- Income approach - This approach converts future amounts (such as cash flows) into a current discounted amount.

Each of these valuation techniques requires inputs to calculate a fair value. Observable inputs have been maximized in fair value measures, and unobservable inputs have been minimized.

D. Restricted Cash and Investments

Certain restricted cash and investments are held by fiscal agents for the redemption of bonded debt, for acquisition and construction of capital projects, and to meet bond indenture debt reserve requirements. Cash and investments are also restricted for deposits held for others within the enterprise funds.

E. Inventory and Prepaid Items

Inventory held in the General Fund is valued at cost using the first-in-first-out (FIFO) inventory method. Inventory of the General Fund consist of expendable supplies held for consumption. The cost is recorded as an expenditure in the General Fund at the time individual items are consumed. Reported

General Fund inventory is equally offset by nonspendable fund balance which indicates that the inventory does not constitute available spendable resources even though the inventory is a component of net current assets.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items. In governmental funds, prepaid items are accounted for using the consumption method and a portion of fund balance equal to the prepaid items has been offset by nonspendable fund balance to indicate that is not available for appropriation.

F. Interfund Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans) or “advances to/from other funds” (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as “due to/from other funds.” Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable government funds to indicate that they are not available for appropriation and are not expendable available financial resources. The City considers all trade and property tax receivables to be fully collectible and therefore no allowance for uncollectible accounts is considered necessary.

G. Receivables

Billed, but unpaid, services provided to individuals or non-governmental entities are recorded as accounts receivable. Revenues earned but not collected by year-end are accrued. No allowance for uncollectible accounts receivable has been provided as management has determined that uncollectible accounts have historically been immaterial and the direct write-off method does not result in a material difference from the allowance method.

H. Loans Receivable

Under the City’s housing opportunity program, loans are made to qualified individuals and businesses within prescribed project areas for the purpose of housing acquisition, housing rehabilitation and/or economic development. Repayments of the outstanding loans are classified as a revenue source in the applicable funds. The portion of loans receivable deemed to be unavailable have been offset by *Unavailable Revenues* in the accompanying financial statements, which is a part of deferred inflows of resources.

I. Lease Receivables

When applicable, the City’s lease receivables are measured at the present value of lease payments expected to be received during the lease term. A deferred inflow of resources is recorded for the lease. The deferred inflow of resources is recorded at the initiation of the lease in an amount equal to the initial recording of the lease receivable plus incentive payments received. The deferred inflow of resources is amortized on a straight-line basis over the term of the lease.

J. Capital Assets

Capital assets used in governmental fund operations, including infrastructure assets (i.e. roads, curbs, gutters, bridges, sidewalks, drainage systems, lighting systems, and other assets) are reflected in the government-wide financial statements, along with related depreciation and amortization. Capital assets are defined by the City as assets with an initial individual cost of more than $10,000 and an estimated life in excess of one year. Purchased capital assets are valued at historical cost or estimated historical cost. Right of use assets are valued at the net present value of the total lease payments over the period of the lease. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are valued at acquisition value on the date donated. Capital assets acquired under finance or purchase agreements are capitalized when the City accumulates an ownership equity in the assets acquired.

The purpose of depreciation and amortization is to spread the cost of capital assets equitably among all users over the life of these assets or the lease term. The amount charged to depreciation and amortization expense each year represents that year's pro rata share of the cost of capital assets.
Depreciation is provided using the straight-line method whereby the cost of the asset is divided by its expected useful life in years and the result is charged to expense each year until the asset is fully depreciated. Amortization is provided using the straight-line method of the net present value of the asset over the lease period.

Depreciation is recorded on a straight-line basis over the useful lives of the assets as follows:

Buildings	20-50 Years
Building improvements	20-60 Years
Equipment	2-15 Years
Streets	20 Years
Parks	20 Years
Curbs and gutters	20 Years
Storm drains	65 Years

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase is reflected in the capitalized value of the asset constructed, net of interest earned on the invested proceeds over the same period.

K. Deferred Outflows/Deferred Inflows

In addition to assets, the statement of financial position or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position or fund balance that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position or fund balance that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time.

L. Interest Payable

In the government-wide and proprietary fund financial statements, interest payable of long-term debt is recognized as an incurred liability for governmental fund types. The City has not allocated the interest on long-term debt to departments. In the fund financial statements, governmental fund types do not recognize the interest payable when the liability is incurred. Interest on long-term debt is recorded in the fund statements when payment is made.

M. Compensated Absences

Compensated absences comprise unused vacation and 25% of unused sick leave, which are accrued as earned. The liability for compensated absences is determined annually. The City's liability for compensated absences is recorded in various Governmental funds or Proprietary funds as appropriate. Compensated absences are reported in governmental funds only if they have matured, such as for the unused reimbursable leave still outstanding following an employee's retirement. The long-term portion for Governmental Activities is recorded in the Statement of Net Position.

N. Deferred Compensation

City employees may defer a portion of their compensation under City sponsored Deferred Compensation Plans created in accordance with Internal Revenue Code Section 457. Under these Plans, participants are not taxed on the deferred portion of their compensation until distributed to them; distributions may be made only at termination, retirement, death or in an emergency as defined by the Plans. The laws governing deferred compensation plan assets require plan assets to be held by a Trust for the exclusive benefit of plan participants and their beneficiaries. Since the assets held under these plans are not the City's property and are not subject to City control, they have been excluded from these financial statements. The City has determined that this plan does not meet the reporting requirements of GASB Statement No. 97 - *Certain Component Unit Criteria, And Accounting And Financial Reporting For Internal Revenue Code Section 457 Deferred Compensation Plans* and GASB Statement No. 84 - *Fiduciary Activities.*

O. Long-Term Liabilities

In the government-wide financial statements and proprietary fund statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental or business-type activities. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Debt issuance costs are expensed in year incurred. In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financial sources. Premiums received on debt issuance are reported as other financing sources while discounts on debt issuance reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

P. Lease Liabilities

The City is a lessee for a noncancellable leases. The City recognizes a lease liability and an intangible right-to-use lease asset (capital asset) in the government-wide financial statements.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.

- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported separately with capital assets as right of use assets and lease liabilities are reported with long-term liabilities in the statement of net position.

Q. Benefit Plans

Pension Expense
For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City's California Public Employees' Retirement System (CalPERS) plans (the Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

For this report, the following timeframes are used:

Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Measurement Period	July 1, 2020 to June 30, 2021

R. Fund Balances

In accordance with Government Accounting Standards Board 54*, Fund Balance Reporting and Governmental Fund Type Definitions*, the City classifies governmental fund balances as follows:

Nonspendable
Nonspendable fund balance represents balances set aside to indicate items that do not represent available, spendable resources even though they are a component of assets. Fund balances required to be maintained

intact, such as Permanent Funds, and assets not expected to be converted to cash, such as prepaids, notes receivable, leases receivable in excess of deferred inflows of resources and land held for redevelopment are included. However, if proceeds realized from the sale or collection of nonspendable assets are restricted, committed, or assigned, then Nonspendable amounts are required to be presented as a component of the applicable category.

Restricted
Restricted fund balances have external restrictions imposed by creditors, grantors, contributors, laws, regulations, or enabling legislation which requires the resources to be used only for specific purpose. Encumbrances and nonspendable amounts subject to restrictions are included along with spendable resources.

Committed
The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to the constraints imposed by formal actions taken, such as an ordinance or resolution. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through the same type of formal action taken to establish the commitment. City Council action to commit fund balance needs to occur within the fiscal reporting period; however the specific amounts can be determined subsequently. Encumbrances and nonspendable amounts subject to Council commitments are included along with spendable resources.

Assigned
Assigned fund balances are amounts constrained by the City's intent to be used for a specific purpose, but are neither restricted nor committed. Intent is expressed by the City Council or its designee, the Finance Director, and may be changed at the discretion of the City Council or its designee. This category includes encumbrances; nonspendable amounts, when it is the City's intent to use proceeds or collections for a specific purpose, and residual fund balances, if any, of Special Revenue, Capital Projects, and Debt Service Funds, which have not been restricted or committed.

Unassigned
Unassigned fund balance represents residual amounts that have not been restricted, committed, or assigned. This includes the residual general fund balance and residual fund deficits, if any, of other governmental funds.

Flow Assumption / Spending Order Policy
When expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available, the City considers restricted funds to be spent first. When expenditures are incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to be spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the City Council has directed otherwise.

S. Net Position

In the government-wide financial statements, net position is classified in the following categories:

Net Investment in Capital Assets
This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that are attributed to the acquisition, construction, or improvement of the assets. In addition, deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition,

construction, or improvement of those assets or related debt also are included in the net investment in capital assets component of net position.

Restricted Net Position

This amount is restricted by external creditors, grantors, contributors, or laws or regulations of other governments. These include developer fees received for use on capital projects, debt service requirements, and community development projects.

Unrestricted Net Position

This amount is all net position that does not meet the definition of "net investment in capital assets" or "restricted net position." The detail of amounts reported for each of the above defined net position categories is reported in the government-wide Statement of Net Position.

Use of Restricted/Unrestricted Net Position

When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the City's policy is to apply restricted net position first.

T. Interfund Transactions

Interfund services provided and used are accounted for as revenue, expenditures or expenses, as appropriate. Transactions that constitute reimbursements to a fund for expenditures/expenses initially made from it that are properly applicable to another fund are recorded as expenditures/expenses in the reimbursed fund. All other interfund transactions, except for interfund services provided and used and reimbursements, are reported as transfers. Nonrecurring or nonroutine permanent transfers of equity are reported as residual equity transfers. All other interfund transfers are reported as transfers.

U. Property Taxes and Special Assessments

Property tax revenue is recognized in the fiscal year for which the tax and assessment is levied. The County of Contra Costa levies, bills and collects property taxes and special assessments for the City; under the County's "Teeter Plan" the County remits the entire amount levied and handles all delinquencies, retaining interest and penalties. Secured and unsecured property taxes are levied on January 1 Secured property tax is due in two installments, on November 1 and February 1, becomes a lien on those dates and becomes delinquent on December 10 and April 10, respectively. Unsecured property tax is due on July 1, and becomes delinquent on August 31. The term "unsecured" refers to taxes on personal property other than real estate, land and buildings. These taxes are secured by liens on the property being taxed. Property tax revenues are recognized by the City in the fiscal year they are assessed.

V. Budgetary Information

Annually, the City Manager submits to the City Council a proposed operating budget in June for the following fiscal year, as required by the City's budget ordinance. This budget includes proposed expenditures and the revenues expected to finance them. As modified during public study sessions, the preliminary budget becomes the proposed budget. Public hearings are conducted to obtain taxpayer comments and the budget is legally enacted through passage of a resolution. The City Manager is authorized to transfer budgeted amounts within departments within funds. In addition, amendments that are made to authorize spending of increased or new special purpose revenues may be approved by the City Manager. Budget modifications between funds or increases or decreases to a fund's overall budget must be approved by the City Council. The legal level of budgetary control is at the fund level, except for the Municipal Services Corporation which requires approval by its Board.

Budgets are adopted on a basis consistent with generally accepted accounting principles. Unexpended appropriations lapse at year end and must be reappropriated in the following year. Budgeted amounts are as originally adopted, or as amended by the City Council.

W. Encumbrances

Under encumbrance accounting, purchase orders, contract and other commitments for expenditures are recorded in order to commit that portion of the applicable appropriation. Encumbrance accounting is employed as an extension of formal budgetary integration in all funds. All appropriations and encumbrances lapse at year end, valid outstanding encumbrances (those for which performance under the executory contract is expected in the next year) are re-appropriated and become part of the subsequent year's budget pursuant to state regulations**.**

X. Unearned Revenue

Unearned revenue arises when assets are received before revenue recognition criteria have been satisfied. Grants and entitlements received before eligibility requirements are met are recorded as deferred inflows from unearned revenue. In the governmental fund financial statements, receivables associated with non-exchange transactions that will not be collected within the availability period have been recorded as deferred inflows from unavailable revenue.

Y. Use of Estimates

The preparation of basic financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Z. Implementation of New Accounting Pronouncements

GASB Statement No. 87, *Leases*

The objective of this statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. As of June 30, 2022, the City recognized one contract as a lease and implemented the applicable accounting and reporting requirements of a lessor under GASB 87. As a result, the City recorded right of use assets of $257,451, net of accumulated amortization, and lease liability of $225,680, increasing beginning fund balance and net position by $31,771. See Note 7 for additional information.

AA. Upcoming New Accounting Pronouncements

The City is currently analyzing its accounting practices to determine the potential impact on the financial statements of the following recent GASB Statements:

GASB Statement No. 91, *Conduit Debt Obligations*

The objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement also clarifies the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitment and voluntary commitments extended by issuers and arrangements associated with the debt obligations; and improving required note disclosures. The requirements of this Statement were initially to be effective for financial statements for periods beginning after December 15, 2020 but have been delayed to periods beginning after December 15, 2021, pursuant to GASB Statement No. 95. Earlier application is encouraged.

GASB Statement No. 94, *Public-Private Partnerships and Public-Public Partnerships and Availability Payment Arrangements*

The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). As used in this Statement, a PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. Some PPPs meet the definition of a service concession arrangement (SCA), which the Board defines in this Statement as a PPP in which (1) the operator collects and is compensated by fees from third parties; (2) the transferor determines or has the ability to modify or approve which services the operator is required to provide, to whom the operator is required to provide the services, and the prices or rates that can be charged for the services; and (3) the transferor is entitled to significant residual interest in the service utility of the underlying PPP asset at the end of the arrangement. This Statement also provides guidance for accounting and financial reporting for availability payment arrangements (APAs). As defined in this Statement, an APA is an arrangement in which a government compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an underlying nonfinancial asset for a period of time in an exchange or exchange-like transaction. The requirements of this Statement are to be effective for financial statements for periods beginning after June 15, 2022. Earlier application is encouraged.

GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*

GASB 96 provides guidance on accounting for Subscription-Based Information Technology Arrangements (SBITA) where the government contracts for the right to use another party's software. The standards for SBITAs are based on the standards established in GASB Statement No. 87, *Leases. GASB 96 is effective for fiscal years beginning after June 15, 2022.*

GASB Statement No. 99, *Omnibus 2022*

Omnibus statements are issued by GASB to address practice issues identified after other standards have been approved for implementation. Omnibus statements “clear up the loose ends” for recent prior statements GASB has issued. This Omnibus addresses recent pronouncements, including GASB 87 – Leases, GASB 94 – *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, and GASB 96 – *Subscription-Based Information Technology Arrangements*.

Effective Date: The requirements of this Statement are effective as follows:

- The requirements related to extension of the use of LIBOR, accounting for SNAP distributions, disclosures of nonmonetary transactions, pledges of future revenues by pledging governments, clarification of certain provisions in Statement 34, as amended, and terminology updates related to Statement 53 and Statement 63 are effective upon issuance
- The requirements related to leases, PPPs, and SBITAs are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter.
- The requirements related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53 are effective for fiscal years beginning after June 15, 2023, and all reporting periods thereafter.

Earlier application is encouraged and is permitted by topic.

GASB Statement No. 100, *Accounting Changes and Error Corrections—an amendment of GASB Statement No. 62*

This Statement defines *accounting changes* as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. This Statement also prescribes the accounting and financial reporting for (1) each type of accounting change and (2) error corrections in previously issued financial statements. The requirements of this Statement are effective for accounting changes and error corrections made in fiscal years beginning after June 15, 2023, and all reporting periods thereafter. Earlier application is encouraged.

GASB Statement No. 101, *Compensated Absences*

This Statement requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means. A liability should be recognized for leave that has not been used if (a) the leave is attributable to services already rendered, (b) the leave accumulates, and (c) the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. Leave is attributable to services already rendered when an employee has performed the services required to earn the leave. Leave that accumulates is carried forward from the reporting period in which it is earned to a future reporting period during which it may be used for time off or otherwise paid or settled. In estimating the leave that is more likely than not to be used or otherwise paid or settled, a government should consider relevant factors such as employment policies related to compensated absences and historical information about the use or payment of compensated absences. However, leave that is more likely than not to be settled through conversion to defined benefit postemployment benefits should not be included in a liability for compensated absences.

This Statement requires that a liability for certain types of compensated absences—including parental leave, military leave, and jury duty leave—not be recognized until the leave commences. This Statement also requires that a liability for specific types of compensated absences not be recognized until the leave is used.

This Statement also establishes guidance for measuring a liability for leave that has not been used, generally using an employee's pay rate as of the date of the financial statements. A liability for leave that has been used but not yet paid or settled should be measured at the amount of the cash payment or noncash settlement to be made. Certain salary-related payments that are directly and incrementally associated with payments for leave also should be included in the measurement of the liabilities.

With respect to financial statements prepared using the current financial resources measurement focus, this Statement requires that expenditures be recognized for the amount that normally would be liquidated with expendable available financial resources. The requirements of this Statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter.

NOTE 2 - CASH AND INVESTMENTS

As of June 30, 2022, cash and investments were reported in the financial statements as follows:

	Government Wide Statement of Net Position			
	Governmental Activities	Business-Type Activities	Fiduciary Funds Statement of Net Position	Total
Operating cash and investments	$ 31,189,989	$ 1,499,207	$ 24,229	$ 32,713,425
Restricted cash held with fiscal agent	1,145,241	574,215	-	1,719,456
Total cash and investments	$ 32,335,230	$ 2,073,422	$ 24,229	$ 34,432,881

Cash and investments consisted of the following as of June 30, 2022:

Deposits:	
Cash on hand	$ 2,405
Deposits with financial institutions	19,850,869
Total Deposits	19,853,274
Investments:	
Local Agency Investment Fund	12,860,151
Total investments	12,860,151
Total City Treasury	32,713,425
Debt service reserves held with fiscal agent	1,719,456
Total cash and investments	$ 34,432,881

A. Cash Deposits

The California Government Code requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest, and places the City ahead of general creditors of the institution.

The fair value of pledged securities must equal at least 110 percent of the City's cash deposits. California law also allows institutions to secure City deposits by pledging first trust deed mortgage notes that have a value of 150 percent of the City's total cash deposits. The City has waived the collateral requirements for cash deposits which are fully insured to $250,000 by the Federal Deposit Insurance Corporation (FDIC).

The bank balances before reconciling items totaled $19,868,768 at June 30, 2022 and were different from carrying amounts due to deposits in transit and outstanding checks. The amount uninsured was $19,618,768, which was collateralized by securities held by pledging financial institutions. The City follows the practice of pooling cash and investments of all funds, except for funds required to be held by fiscal agents. Interest income earned on pooled cash and investments is allocated to the various funds based on the period-end cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

B. *Fair Value Measurements*

GASB 72 established a hierarchy of inputs to the valuation techniques with three levels:

- Level 1 inputs are quoted prices in active markets for identical assets or liabilities.
- Level 2 inputs are quoted market prices for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other than quoted prices that are not observable
- Level 3 inputs are unobservable inputs, such as a property valuation or an appraisal.

The City's investments were not subject to levelling.

C. Investment Policies

City Investment Policy

Under the provisions of the City's investment policy, and in accordance with California Government Code, the following investments are authorized:

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in Portfolio	Maximum Investment in One Issuer
CA Local Agency Investment Fund	n/a	n/a	$65,000,000	$65,000,000
U.S. Treasury Bonds, Notes, Bills	5 Years	n/a	No Limit	No Limit
U.S. Agency Securities	5 Years	n/a	No Limit	No Limit
Banker's Acceptance	180 Days	30%	n/a	30%
Commercial Paper	270 Days	10%	n/a	10%
Certificates of Deposit	5 Years	30%	n/a	10%
Negotiable Certificates of Deposit	5 Years	30%	n/a	10%
Medium Term Corporate Notes	5 Years	10%	n/a	10%
Derivative Securities (limited to Federal Agency callable issues)	5 Years	10%	n/a	10%
Money Market Mutual Funds	n/a	5%	n/a	5%

Total combined corporate debt (Commercial Paper and Medium-Term Notes) may not exceed 20% of the cost value of the portfolio. The City's investment policy prohibits investments in inverse floaters, range notes, or interest only strips that are derived from a pool of mortgages in accordance with California

Government Code Section 53601.6. With the exception of callable Federal Agency securities, any security that derives its value from another asset or index is prohibited. In addition, the City may not invest any funds in any security that could result in zero interest accrual if held to maturity.

The City's portfolio value fluctuates in an inverse relationship to any change in interest rate. Accordingly, if interest rates rise, the portfolio value will decline. If interest rates fall, the portfolio value will rise. The portfolio for year-end reporting purposes is treated as if it were all sold. Therefore, fund balance must reflect the portfolio's change in value. These portfolio value changes are unrealized unless sold. Generally the City's practice is to buy and hold investments until maturity dates. Consequently, the City's investments are carried at fair value.

Investment of debt proceeds held by bond trustee is governed by provisions of the debt agreements rather than the general provisions of the California Government Code or the City's investment policy.

D. External Investment Pool

The City's investments with LAIF at June 30, 2022, include a portion of the pooled funds invested in Structured Notes and Asset-Backed Securities. These investments include the following:

Structured Notes
These are debt securities (other than asset-backed securities) whose cash flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or that have embedded forwards or options.

Asset-Backed Securities
The bulk of asset-backed securities are mortgage-backed securities, entitle their purchasers to receive a share of the cash flows from a pool of assets such as principal and interest repayments from a pool of mortgages (such as CMO's) or credit card receivables.

LAIF is overseen by the Local Agency Investment Advisory Board, which consists of five members, in accordance with State statute. The approved investments policy is listed on the LAIF website, located at http://www.treasurer.ca.gov/pmia-laif/.

E. Risk Disclosures

Interest Rate Risk
Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the term of an investment's maturity, the greater the sensitivity to changes in market interest rates.

Credit Risk
Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of an investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. As of June 30, 2022, the City's investments were in compliance with the ratings required by the City's investment policy and Government Code.

Concentrations of Credit Risk

The investment policy of the City contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. As of June 30, 2022, the City had all of its investments with the California Local Agency Investment Fund.

Custodial Credit Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as LAIF).

As of June 30, 2022, the City's investments had the following maturities:

Investment Type	12 Months or Less	Fair Value	Fair Value Input Levels	Min. Legal Rating
Local Agency Investment Funds	$ 12,860,151	$ 12,860,151	n/a	n/a
Total Investments	$ 12,860,151	$ 12,860,151		

NOTE 3 - LOANS RECEIVABLE

Loans receivable consisted of the following as of June 30, 2022:

Description	Loans Receivable	Interest Receivabke	Balance June 30, 2022
Low/Mod Income Housing Asset Fund:			
Ohlone Gardens LP-Low and Moderate Income Housing	$ 3,500,000	$ 981,041	$ 4,481,041
Idaho Apartments-Low and Moderate Income Housing	491,154	-	491,154
Eden Housing-Low and Moderate Income Housing	299,998	63,298	363,296
Mayfair Affordable Bridge House Loans	300,000	8,500	308,500
Total Low/Mod Income Housing Asset Fund	4,591,152	1,052,839	5,643,991
Nonmajor Governmental Funds:			-
Ohlone Gardens LP-City Housing Fund	2,860,000	-	2,860,000
Total Governmental Funds	$ 7,451,152	$ 1,052,839	$ 8,503,991

Ohlone Gardens, L.P.

In fiscal year 2009, the former Redevelopment Agency entered into a predevelopment, acquisition and construction loan agreement with Ohlone Gardens, L.P. for $3,500,000 to assist with the acquisition and construction of a 57-unit affordable housing development including at least ten special needs units with appropriate supportive services and related office space. The Loan bears simple interest at the rate of 3% per year, beginning with the date of first disbursement and is repayable 55 years from the date of occupancy from residual receipts, as defined in the agreement. The Loan is secured by a deed of trust in the first position on the property. The deed of trust may subsequently be subordinated to other financing as defined in the agreement.

Predevelopment activities and acquisition of the site began in fiscal year 2009. With the dissolution of the Redevelopment Agency as discussed in Note 16, the City agreed to become the successor to the Redevelopment Agency's housing activities and as a result the Low and Moderate Income Housing Asset Fund assumed the loans receivable of the Redevelopment Agency's Low and Moderate Income Housing Fund. The developer made the final loan drawdown of $471,152 during fiscal year 2013-14.

In fiscal year 2014, the City entered into an Infill Infrastructure loan agreement with Ohlone Gardens, L.P. for $2,860,000 for the purpose of funding infrastructure work for a 57-unit affordable housing development. The Loan is contingent on the City receiving funding and approval from the California Department of Housing and Community Development Infill Infrastructure Grant Program. The Loan bears no interest and is due in one lump sum the earlier of the fifty-fifth anniversary of the final certificate of occupancy for the project or the fifty-seventh anniversary of the date of the Loan. The Loan is secured by a deed of trust on the property that is subordinated to the 2009 loan above and to the primary construction financing.

Idaho Apartments

The former Redevelopment Agency entered into an Owner Participation Agreement for Idaho Apartments in 1997 in which the Agency agreed to make a loan to the project which included rehabilitation of the deteriorated building. At that time, the developer requested assistance to help repay a loan from a non-profit agency. In August 2000, the non-profit agency loan was replaced by another loan obtained by the developer and the Agreement was amended to reflect that fact as well as reaffirm the Agency's commitment to make a loan of up to $350,000 to repay the developer's other loan when that loan matured in 2008. The Loan bears simple interest at the rate of 2.64% per year, beginning with the date of first disbursement. No payments were due for the first ten and one- half years after the date of occupancy, which ended on December 9, 2009. Subsequent to that date, the loan is repayable from residual receipts, as defined in the Agreement. The Loan is secured by a subordinated deed of trust in the third position on the property. The Agency disbursed $350,000 to the developer during the year ended June 30, 2009. With the dissolution of the Redevelopment Agency, the City agreed to become the successor to the Redevelopment Agency's housing activities and as a result the Low and Moderate Income Housing Asset Fund assumed the loans receivable of the Redevelopment Agency's Low and Moderate Income Housing Fund. The Loan was recast in December 2017 and all previous interest accrued was added to the loan balance.

Eden Housing, Inc.

In May 2011, the former Redevelopment Agency entered into a predevelopment loan agreement with Eden Housing, Inc., for $350,000 to assist with predevelopment costs related to the development of a mixed use affordable housing development at Agency owned property. With the dissolution of the Redevelopment Agency as discussed in Note 15, the City agreed to become the successor to the Redevelopment Agency's housing activities and as a result the Low and Moderate Income Housing Asset Fund assumed the loans receivable of the Redevelopment Agency's Low and Moderate Income Housing Fund. The loan bears simple interest at the rate of 3% per year, beginning with the date of first disbursement and is due and payable upon the second anniversary of the execution date, unless the City and the developer enter into a disposition and development agreement (DDLA). The Loan is secured only by a promissory note, as it is City owned property. Should the developer take title to the subject property, the loan will then be secured by a deed of trust on the property.

In April 2014, the City entered into a DDLA with Eden Housing, Inc., that involves the sale of the property as discussed in Note 1H, as well as a new loan agreement that replaced the original agreement. In 2017, the City transferred the two parcels to Eden Housing Inc, a nonprofit, and loaned the developer

$300,000 to be paid off in 55 years at a rate of 3% from the date of issuance of the certificate of occupancy from residual receipts, as defined in the agreement.

Predevelopment activities began in fiscal year 2011, and the developer has drawn down $299,999 of the loan and $50,001 remains available for drawdown.

Mayfair Affordable Bridge House Loans
On January 1, 2020, The City of El Cerrito entered into a predevelopment, acquisition and construction loan agreement with Mayfair Affordable LLC, for $350,000 to assist with the construction of 67 affordable residential housing units on certain real property located at 11690 El Cerrito Project Area. The Loan bears simple interest at the rate of 3% per year beginning with the date of first disbursement and is repayable 55 years from the date of issuance of the certificate of occupancy from residual receipts, as defined in the agreement.

NOTE 4 - INTERFUND TRANSACTIONS

Inter-fund Receivables and Payables
Amounts due to or due from other funds reflect inter-fund balances for services rendered or short-term loans expected to be repaid in the next fiscal year. Advances to or from other funds are long-term loans between funds that are to be repaid in their entirety over several years. As of June 30, 2022, inter-fund receivables and payables consisted of the following:

Fund	Due from Other Funds	Due to Other Funds
General Fund	$ 3,051,028	$ -
Federal, State and Local Grants Fund	-	3,051,028
Total Due from/to	$ 3,051,028	$ 3,051,028

Transfers In/Out
With Council approval resources may be transferred from one fund to another. Transfers from the General Fund to the Debt Service Fund were to regular debt service activity of the City. Transfers from the General Fund to other governmental funds were to provide funding to repair and replacement funds and to provide funding for City programs. Transfers made from the Wastewater Enterprise Fund to the Debt Service Funds were to provide for debt service requirements.

The following summarizes transfers between funds during the fiscal year ended June 30, 2022:

Fund	Transfer in	Transfer out
General Fund	$ 3,254,622	$ 580,612
Federal, State and Local Grants Fund	-	3,051,028
Nonmajor Funds	1,326,912	946,223
Integrated Waste Management Enterprise Fund	-	3,671
Total Transfers	$ 4,581,534	$ 4,581,534

NOTE 5 - CAPITAL ASSETS

Capital assets for governmental activities consisted of the following as of June 30, 2022:

Governmental Activities	Balance June 30, 2021	Additions	Deletions/ Transfers	Adjustments	Balance June 30, 2022
Non-depreciable:					
Land	$ 5,191,639	$ -	$ -	$ -	$ 5,191,639
Construction in Progress	798,017	2,400,690	-	-	3,198,707
Total Non-Depreciable	5,989,656	2,400,690	-	-	8,390,346
Depreciable and amortizable:					
Buildings and improvements	27,408,552	-	-	-	27,408,552
Equipment and vehicles	6,694,533	-	-	-	6,694,533
Right of use assets:					
Equipment and vehicles	-	-	-	643,628	643,628
Infrastructure	86,769,509	-	-	-	86,769,509
Total Depreciable and Amortizable	120,872,594	-	-	643,628	121,516,222
Less Accumulated Depreciation and Amortization for:					
Buildings and improvements	(9,806,256)	(711,113)	-	-	(10,517,369)
Equipment and vehicles	(5,824,995)	(252,120)	-	-	(6,077,115)
Right of use assets amortization:					
Equipment and vehicles	-	(128,726)	-	(386,177)	(514,903)
Infrastructure	(41,680,687)	(2,765,823)	-	-	(44,446,510)
Total Accumulated Deprec. And Amort.	(57,311,938)	(3,857,782)	-	(386,177)	(61,555,897)
Total Deprec/Amort Capital Assets - Net	63,560,656	(3,857,782)	-	257,451	59,960,325
Total Governmental Capital Assets	$ 69,550,312	$ (1,457,092)	$ -	$ 257,451	$ 68,350,671

Depreciation and amortization expense for governmental activities:

General government	$ 347,199
Public works	2,966,114
Recreation	374,196
Community development	7,974
Public safety	162,299
Total depreciation and amortization expense	$ 3,857,782

Capital assets for business-type activities consisted of the following as of June 30, 2022:

Business Type Activities	Balance June 30, 2021	Additions	Deletions/ Transfers	Adjustments	Balance June 30, 2022
Depreciable:					
Buildings and improvements	3,495,683	-	-	-	3,495,683
Equipment and vehicles	1,597,612	-	-	-	1,597,612
Total Depreciable	5,093,295	-	-	-	5,093,295
Less Accumulated Depreciation					
Buildings and improvements	(576,540)	(69,503)	-	-	(646,043)
Equipment and vehicles	(1,257,486)	(57,486)	-	-	(1,314,972)
Total Accumulated Depreciation	(1,834,026)	(126,989)	-	-	(1,961,015)
Total Depreciable Capital Assets - Net	3,259,269	(126,989)	-	-	3,132,280
Total Business Type - Capital Assets	$ 3,259,269	$ (126,989)	$ -	$ -	$ 3,132,280

NOTE 6 - NOTE PAYABLE - TAX ANTICIPATION NOTES

On July 08, 2021, the City issued Series 2021-22 Tax and Revenue Anticipation Notes in the amount of $5,850,00 at a premium of $224,231. The proceeds from the Notes were used to provide funds to meet the City's cash flow needs for its fiscal year ended June 30, 2021. Principal and accrued interest on the Notes are payable when the Notes mature on July 07, 2022. The Notes bear an interest rate of 4%. The liability is due within one year and is recorded in the General Fund.

NOTE 7 - NONCURRENT LIABILITIES

The City's noncurrent liabilities consisted of the following as of June 30, 2022:

Governmental Activities	Balance June 30, 2021	Adjustments/ Additions	Deletions	Balance June 30, 2022	Due Within One Year
2017 Lease Revenue Bonds	$ 6,180,000	$ -	$ 300,000	$ 5,880,000	$ 310,000
2017 Sales Tax Revenue Refunding	7,340,000	-	350,000	6,990,000	360,000
2018 Mobile Modular Lease - GASB 87	-	225,680	111,149	114,531	114,531
Financed Purchases:					
2022 Fire Engine	-	1,145,242	-	1,145,242	98,351
Solar Photovoltaic	771,761	-	110,000	661,761	113,046
2019 Vehicles	47,775	-	23,285	24,490	24,491
2019 Equipment - Wells Fargo	24,853	-	12,135	12,718	12,718
2019 Vehicles - Dell Financial	112,223	-	35,561	76,662	37,377
2019 Equipment - Wells Fargo	33,678	-	16,454	17,224	17,224
Total Debt	14,510,290	1,370,922	958,584	14,922,628	1,087,738
2017 Lease Revenue Bonds Premium	543,535	-	29,670	513,865	-
2017 Sales Tax Revenue Refunding Premium	1,108,738	-	23,548	1,085,190	-
Total Premiums	1,652,273	-	53,218	1,599,055	-
Total Long-Term Debt	16,162,563	1,370,922	1,011,802	16,521,683	1,087,738
Net Pension Liabilities	70,374,424	-	21,424,034	48,950,390	-
Total OPEB Liability	4,887,434	-	4,887,434	-	-
Compensated Absences	2,630,077	1,563,251	1,688,812	2,504,516	1,627,935
Total Long-Term Liabilities	$ 94,054,498	$ 2,934,173	$ 29,012,082	$ 67,976,589	$ 2,715,673

Business-Type Activities	Balance June 30, 2021	Additions	Deletions	Balance June 30, 2022	Due Within One Year
2012 Recycling Facility Revenue Ref. Bonds	$ 1,303,000	$ -	$ 277,400	$ 1,025,600	$ 284,200
Financed Purchase - Side Loader Trucks	321,429	-	78,859	242,570	81,158
Financed Purchase - Rear Loader	-	500,216	-	500,216	76,288
Total Financed Purchases	1,624,429	500,216	356,259	1,768,386	441,646
Compensated Absences	85,792	51,040	62,257	74,575	48,474
Total Long-Term Liabilities	$ 1,710,221	$ 551,256	$ 418,516	$ 1,842,961	$ 490,120

A. Governmental Activities

2017 Lease Revenue Refunding Bonds

On May 26, 2017, the City of El Cerrito issued Lease Revenue Refunding Bonds, Series 2017, in the original principal amount of $7,040,000 at 2%-5% interest to provide for the refunding of the City's outstanding 2006 City Hall Lease Revenue Bonds. Principal payments are due annually on September 1, with interest payments payable semi-annually on January 15 and July 15 through January 15, 2036. The economic gain on refunding was $435,000, and the refunding resulting in the recognition of an accounting deferred gain on refunding of $178,732.

2017 Sales Tax Revenue Bonds
On January 25, 2017, the City of El Cerrito issued $8,650,000 original principal amount of 2017 Sales Tax Revenue Bonds at 2%-5% interest to provide for the refunding of the City's outstanding 2008 Sales Tax Revenue Bonds. Principal payments are due annually on May 1, with interest payments payable semi-annually on May 1 and November 1 through May 1, 2036. Street improvement sales tax revenues are pledged for the repayment of these Bonds, until the Bonds mature. If sales tax revenues are insufficient to pay the annual principal and interest payments on the bonds the City has covenanted to use General Fund revenues. For fiscal year 2022, pledged sales tax revenues amounted to 1,809,481 which represented coverage of 256% over the debt service of $706,099. The economic gain on refunding was $525,000, and the refunding resulting in the recognition of an accounting deferred loss on refunding of $514,127.

2018 Mobile Modular Lease - GASB 87
The District leases modular buildings for the El Cerrito Open House Senior Center with annual rent at $116,400 and interest at 3%. The lease was initiated in February of 2018 and ends on June 30, 2023. The initial net present value of the lease was $539,828 with the lease liability as of June 30, 2022 of $114,531. The related right of use asset reported in capital assets had an original net present value $643,628, including up-front costs of $103,800. The net book value of the right of use asset after accumulated amortization was $128,726 at year end.

Financed Purchase - 2022 Fire Engine Purchase
On April 19, 2022, the City entered into a purchase agreement in the amount of $1,145,241 at 3.34% interest with First Capital Leasing Corp. to finance the purchase a fire engine. Annual principal and interest payments of $136,590 are due each May.

Financed Purchase - Solar Photovoltaic
On December 5, 2012, the City entered into a purchase agreement in the amount of $1,595,300 at 2.75% interest with Green Campus Partners, LLC, to finance the purchase and installation of six solar photovoltaic electricity generation systems at six different sites in the City. Semiannual principal and interest payments of $65,236 are due each December 1 and June 1 through December 1, 2027.

Financed Purchase - 2019 Vehicles
On December 10, 2018, the City entered into vehicle purchase agreement in the amount of $116,120.85 at 4.70% interest with KS State Bank to finance the purchase of two public works and recreation trucks. Annual principal and interest payments of $22,758.39 are due starting January 15, 2019 through January 15, 2023.

Financed Purchase - 2019 Equipment - Wells Fargo
On July 5, 2019, the City entered into an equipment purchase agreement in the amount of $47,667 at 4.70% interest with Wells Fargo Bank, National Association to finance the purchase of a New 2018 Braun Paratransit Van. Monthly principal and interest payments of $1,087 are due starting 2019 through 2023.

Financed Purchase - 2019 Vehicles - Dell Financial
On August 1, 2019, the City entered into an equipment purchase agreement in the amount of $187,346 at 4.70% interest with Dell Financial services to finance the purchase of a New 2018 Braun Paratransit Van. Annual principal and interest payments of $22,551.53 are due starting August 1, 2019 through August 1, 2023.

Financed Purchase - 2019 Equipment - Wells Fargo
On December 8, 2019, the City entered into an equipment purchase agreement in the amount of $67,426 at 3.24% interest with Wells Fargo Bank, National Association to finance the purchase of a StarCraft Shuttle bus. Annual principal and interest payments of $18,030 are due starting 2020 through 2024.

B. Business-Type Activities

2012 Recycling Facility Revenue Refunding Bonds
On September 19, 2012, the El Cerrito Public Financing Authority issued Recycling Facility Revenue Refunding Bonds in the original principal amount of $3,405,600 at 2.36% interest to provide for the refunding and retirement of the City's outstanding Recycling Center Lease Purchase Agreement and related Site Lease. Principal and interest payments are due quarterly on July 1, October 1, January 1, and April 1, through October 1, 2025. Repayment of these bonds is from charges for services received by the Integrated Waste Management Enterprise Fund.

Financed Purchase - Side Loader Trucks
On January 19, 2018, the City entered into an equipment purchase agreement in the amount of $551,498 at 2.887% interest with Capital One Public Funding, LLC, to finance the purchase of two trash trucks. Semiannual principal and interest payments of $43,790 are due each July and January 19, through January 19, 2025.

Financed Purchase - Rear Loader Trucks
During the 2021-22 fiscal year, the City entered into an equipment purchase agreement in the amount of $500,216 at 3% interest with Capital One Public Funding, LLC, to finance the purchase of two rear loading trucks. Annual principal and interest payments of $94,006 are due each March through fiscal year 2026.

C. Other Noncurrent Liabilities

Compensated Absences
Compensated absences comprise of unpaid vacation and are accrued as earned. The City’s liability for compensated absences is recorded in various governmental funds only if they have matured. The liability for compensated absences is determined annually. The long-term portion of governmental activities compensated absences is liquidated primarily by the general fund.

Net Pension Liability
See Note 9 for pensions.

D. Debt Service Requirements

The following summarizes the City's debt service requirements:

	Governmental Activities		Business-Type Activities	
Year Ending June 30	Principal Payments	Interest Payments	Principal Payments	Interest Payments
2023	$ 1,087,737	$ 673,713	$ 441,646	$ 46,485
2024	957,095	633,121	461,305	32,156
2025	944,421	597,704	474,470	19,989
2026	986,234	554,891	263,443	8,558
2027	1,043,255	510,120	127,522	3,826
2028-2032	5,318,887	1,828,614	-	-
2033-2037	4,585,000	526,000	-	-
Total	$ 14,922,628	$ 5,324,164	$ 1,768,386	$ 111,014

NOTE 8 - RISK MANAGEMENT

Municipal Pooling Authority (MPA)
The City is a member of the Municipal Pooling Authority of Northern California. The Authority provides coverage against the following types of loss risks under the terms of a joint-powers agreement with the City and several other cities and governmental agencies as follows:

Type of Coverage	Limits
Liability ($5,000)	$ 29,000,000
Vehicle - Physical Damage ($3,000 for police vehicles $2,000 for all others)	$ 250,000
Worker's Compensation (no deductible)	Stat. Limit
Property:	
All Risk ($25,000)	$ 1,000,000,000
Flood*	$ 25,000,000
Boiler & Machinery ($5,000)	$ 100,000,000
Cyber Liability ($50,000)	$ 2,000,000
Public Entity Pollution Liability ($100,000)	$ 1,000,000
Government Crime Policy ($10,000)	$ 1,000,000

* $100,000 minimum deductible per occurrence, except Zone A & V
which are subject to a $250,000 deductible per occurrence

The Authority is governed by a Board consisting of representatives from member municipalities. The Board controls the operations of the MPA, including selection of management and approval of operating budgets, independent of any influence by member municipalities beyond their representation on the Board.

The City's deposits with the MPA are in accordance with formulas established by the MPA. Actual surpluses or losses are shared according to a formula developed from overall loss costs and spread to member entities on a percentage basis after a retrospective rating. Audited financial statements for the Authority are available from MPA, 1911 San Miguel Drive, Suite 200, Walnut Creek, CA 94596.

Equipment
The City has a commercial insurance policy which provides physical loss or damage coverage for four fire vehicles and one training trailer up to a maximum of $2,737,000. The City has a deductible or uninsured liability of $5,000 per claim.

Liability for Uninsured Claims
The City provides for the uninsured portion of claims and judgments, including a provision for claims incurred but not reported when a loss is deemed probable of assertion and the amount of the loss is reasonably determinable.

There were no material unpaid and uninsured claims outstanding at the beginning or end of the last two fiscal years. Settlements have no exceeded insurance in the past three fiscal years.

NOTE 9 - RETIREMENT PLANS

General Information about the Pension Plans

Plan Description
All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (Plan) administered by the California Public Employees' Retirement System (CalPERS). The Plan consists of individual rate plans (benefit tiers) within a safety risk pool (police and fire) and a miscellaneous risk pool (all other.) Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous risk pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under GASB Statement No. 68. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The City sponsors three miscellaneous rate plans. Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided
CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 55 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost-of-living adjustments for each plan are applied as specified by the Public Employee's Retirement Law. The general fund typically is used to liquidate pension liabilities for governmental funds.

The Plans' provisions and benefits in effect at June 30, 2022, are summarized as follows:

	Miscellaneous		Safety	
	Classic	PEPRA	Classic	PEPRA
Hire date	Before 1/1/2012	1/1/2012	Before 1/1/2013	1/1/2013
Benefit formula	2.7% @ 55	2% @ 62	3% @ 50	2.7% @ 57
Benefit vesting schedule	5 Years	5 Years	5 Years	5 Years
Benefit payments	Monthly for Life	Monthly for Life	Monthly for Life	Monthly for Life
Retirement age	50-55	52-67	50	50-57
Monthly benefits as a % of eligible compensation	2% to 2.7%	1% to 2.5%	3%	2% to 2.7%
Required employee contribution rates	8.00%	6.75%	9.00%	11.50%
Required employer contribution rates	14.02%	7.59%	23.71%	13.13%

Employees Covered
At June 30, 2022, the following employees were covered by the benefit terms for the Plans:

	Miscellaneous	Safety	Total
Active	104	50	154
Transferred	80	41	121
Separated	93	12	105
Retired	155	134	289
Total	432	237	669

Contributions
Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rates are the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For the year ended June 30, 2022, the City's contributions were as follows:

Miscellaneous	$ 2,510,701
Safety	5,737,722
Total Employer Contributions	$ 8,248,423

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2022, the City reported a net pension liability for its proportionate share of the net pension liability of the Plan as follows:

	Governmental Activities
Miscellaneous	$ 14,569,087
Safety	34,381,303
Total Net Pension Liability	$ 48,950,390

The City's net pension liability for the Plans is measured as the proportionate share of the net pension liability. The net pension liability of the Plans are measured as of June 30, 2021, and the total pension liability for the Plans used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2020 rolled forward to June 30, 2021 using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the net pension liability for the Plans as of June 30, 2021 and 2022 was as follows:

	Proportion
June 30, 2021	0.6468%
June 30, 2022	0.9051%
Change in Proportions	0.2583%

For the year ended June 30, 2022, the City recognized pension expense of $19,791,519.

At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$ 8,248,423	$ -
Changes in assumptions	-	-
Differences between expected and actual experiences	7,507,782	-
Change in employer's proportion	220,786	961,082
Net differences between the employer's contributions the employer's proportionate share of contributions	96,132	666,053
Net differences between projected and actual earnings on plan investments	-	33,181,528
Total	$ 16,073,123	$ 34,808,663

The City reported $8,248,423 as deferred outflows of resources related to contributions subsequent to the measurement date that will be recognized as a reduction of the net pension liability in the year ended June 30, 2023.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Fiscal Year Ending:	Net Deferred Outflows (Inflows) of Resources
2023	$ (4,742,690)
2024	(5,772,973)
2025	(7,322,422)
2026	(9,145,878)
2027	-
Thereafter	-
Total	$ (26,983,963)

Actuarial Assumptions
The total pension liabilities in the June 30, 2020 actuarial valuations were determined using the following actuarial assumptions:

Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.00%
Inflation	2.50%
Payroll Growth	2.75%
Projected Salary Increase	(1)
Investment Rate of Return	7.00% (2)
Mortality	(3)

(1) Varies by entry age and service
(2) Net of pension plan investment expenses, including inflation
(3) Derived using CalPERS' membership data for all funds

Discount Rate
The discount rate used to measure the total pension liability was 7.15% for the Plan. To determine whether the municipal bond rate should be used in the calculation of a discount rate for the Plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 7.15 percent discount rate is adequate and the use of the municipal bond rate calculation is not necessary. The long term expected discount rate of 7.15 percent will be applied to all plans in the Public Employees Retirement Fund (PERF). The stress test results are presented in a detailed report that can be obtained from the CalPERS website.

The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent. The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

Asset Class (a)	Assumed Asset Allocation	Real Return Years 1 - 10 (b)	Real Return Years 11+ (c)
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Sensitive	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Estate	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%
Total	100.00%		

(a) In the System's ACFR, Fixed Income is included in Global Debt Securities; Liquidity Liquidity is included in Short-term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.
(b) An expected inflation of 2.0% used for this period.
(c) An expected inflation of 2.92% used for this period.

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate
The following presents the City's proportionate share of the net pension liability for the Plans, calculated using the discount rate for the Plans, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

1% Decrease	6.15%
Net Pension Liability	$ 78,947,952
Current Discount Rate	7.15%
Net Pension Liability	$ 48,950,390
1% Increase	8.15%
Net Pension Liability	$ 24,264,448

Pension Plan Fiduciary Net Position
Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

NOTE 10 - COMMITMENTS AND CONTINGENCIES

Contractor Commitments
As of June 30, 2022, the City had outstanding commitments to contractors totaling $736,420, with an original contract amount of $939,721.

Litigation
The City is subject to certain matters of litigation that may arise in the normal course of conducting City business. City management believes, based upon consultation with legal counsel, that these cases, in the aggregate, are not expected to result in a material adverse financial impact on the City. Additionally, City management believes that the City's insurance programs are sufficient to cover any potential losses should an unfavorable outcome materialize.

Federal and State Grant Programs
The City participates in Federal and State grant programs. These programs are audited by the City's independent accountants if required by and in accordance with the provisions of the Uniform Guidance and applicable State requirements. For Federal programs, the City did not reach the level of qualifying expenditures during the current fiscal year that would require a single audit. Expenditures which may be disallowed, if any, by the granting agencies, cannot be determined at this time. The City expects such amounts, if any, to be immaterial.

Encumbrances
The City uses an encumbrance system as an extension of normal budgetary accounting for governmental funds. Under this system, purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of applicable appropriations. Encumbrances outstanding at year-end are recorded as restricted, committed or assigned fund balance, depending on the classification of the resources to be used to liquidate the encumbrance, since they do not constitute expenditures or liabilities. Outstanding encumbrances at year-end are automatically reappropriated for the following year. Unencumbered and unexpended appropriations lapse at year end. Encumbrances outstanding as of June 30, 2022 totaled $1,350,314.

NOTE 11 - REDEVELOPMENT AGENCY DISSOLUTION AND SUCCESSOR AGENCY ACTIVITIES

Summary
In an effort to balance its budget, the State of California adopted ABxl 26 on June 28, 2011, amended by AB1484 on June 27, 2012, which suspended all new redevelopment activities as of that date and dissolved redevelopment agencies effective February 1, 2012. In 2011, the City elected to serve as the former El Cerrito Redevelopment Agency's Successor Agency to manage and wind down the affairs and obligations of the former Redevelopment Agency. Certain housing assets of the Redevelopment Agency were distributed to the City acting as the housing successor. All remaining Redevelopment Agency liabilities, debts and obligations were transferred to the Successor Agency.

In addition, ABxl 26 and AB1484 directed the State Controller to review the activities of all redevelopment agencies and successor agencies to determine whether an asset transfer between an agency and any public agency occurred on or after January 1, 2011. If an asset transfer did occur and the public agency that received the asset is not contractually committed to a third party for the expenditure or encumbrance of the asset, the legislation purports to require the State Controller to order the asset returned to the redevelopment agency. The State Controller's Office completed its asset transfer review of the former Agency and released its final report in July 2014. The final report indicates the former Redevelopment Agency made unallowable transfers to the Municipal Services Corporation in fiscal years 2011 and 2012 totaling $12,550,551, consisting of cash of $2,382,232, land held for redevelopment of $4,634,789 and capital assets of $5,533,530. The City, Successor Agency and Corporation disagreed with the funding of the asset transfer review and maintained that the transactions in question between the former El Cerrito Redevelopment Agency and the Municipal Services Corporation were valid.

The activities of the Successor Agency are reported in the El Cerrito Redevelopment Agency Successor Agency Private-Purpose Trust Fund. The City provides administrative services to the Successor Agency to wind down the affairs of the former Redevelopment Agency. The Successor Agency's Recognized Obligations Payment Schedule (ROPS) was reviewed until 2018 by a local Oversight Board. The local Oversight Board was dissolved in 2018 and was replaced by a countywide Oversight Board.

Commitments and Contingencies

Cooperation Agreement with the El Cerrito Municipal Services Corporation
Prior to dissolution of the El Cerrito Redevelopment Agency, the Agency entered into a Cooperation Agreement with the City that was subsequently assigned to the El Cerrito Municipal Services Corporation (MSC). Under the terms of the Agreement, the Agency transferred to the MSC certain properties and funds to be used for redevelopment purposes and the Agency also agreed to provide funds to the MSC in the future in return for the MSC completing redevelopment activities. The Successor Agency has listed the Cooperation Agreement on its Recognized Obligation Payment Schedule, which have been approved by the Oversight Board. However, no post-dissolution payments have been made since the State Department of Finance has consistently denied that this Cooperation Agreement is an enforceable obligation of the Successor Agency.

State Approval of Enforceable Obligations
The Successor Agency prepares a Recognized Obligation Payment Schedule (ROPS) semi- annually that contains all proposed expenditures for the subsequent six-month period. The ROPS is subject to the review and approval of the Oversight Board as well as the State Department of Finance. Although the State Department of Finance may not question items included on the ROPS in one period, they may question the same items in a future period and disallow associated activities. The amount, if any, of current obligations that may be denied by the State Department of Finance cannot be determined at this time.

State Asset Transfer Review
The State Controller's Office conducted a review of the propriety of asset transfers between the former Redevelopment Agency or the Successor Agency and any public agency that occurred on or after January l, 2011. The State Controller's Office completed its asset transfer review of the former Agency and released its final report in July 2014. The final report indicated the former Redevelopment Agency made unallowable transfers to the Municipal Services Corporation in fiscal years 2011 and 2012 totaling $12,550,551, consisting of cash of $2,382,232, land held for redevelopment of $4,634,789 and capital assets of $5,533,530. These transfers were deemed unallowable by the Department of Finance, disputed by the City, Successor Agency and Corporation, and subject to litigation. In 2015, the Successor Agency received a "finding of completion" from the Department of Finance confirming that the Successor Agency had fulfilled its requirement to pay back the unallowable cash transfers by entering into an Installment Payment Plan thereby entitling the Successor Agency to prepare a Long-Range Property Management Plan (LRPMP) for Oversight Board and DOF approval. Also, in 2015 the Successor Agency prepared the LRPMP which was approved by the DOF directing the properties be transferred

back to the City for disposition and development. In fiscal year 2019, consistent with the approved LRPMP, the City entered into a Compensation Agreement with each of the Affected Taxing Entities as required by the approved LRPMP. Per the Compensation Agreement the City sold the Mayfair block and Eastshore block and Potrero properties for development, at Fair Market Value or Fair Reuse Value. The net proceeds were distributed by the Auditor-Controller to the Taxing Entities in proportion to their shares of the Base Property Tax less any outstanding amount of enforceable obligation related to the properties.

Due Diligence Reviews
AB1484 required the Successor Agency to complete two Due Diligence Reviews (DDR) to determine the amount of the remaining assets that should be transferred by the City to the Successor Agency or by the Successor Agency to the County for distribution to the affected taxing entities.

In April 2013, the State Department of Finance (DOF) completed its review of the DDR of the Low and Moderate Housing Fund's cash balance available for allocation to the affected taxing entities. The DDR indicated the Successor Agency had no unencumbered balances in the Low and Moderate Income Housing Fund for distribution to the affected taxing entities

In June 2013, the DOF completed its review of the DDR of all other funds of the former Redevelopment Agency. The DDR indicated there were no assets available for allocation to the affected taxing entities, but that amount was adjusted by the DOF to $1,981,989. In addition, the DOF demanded the City reverse $10,168,319 of property conveyances executed in fiscal year 2012 and a payment of $400,243 of bond proceeds to the Corporation.

The City, Successor Agency and Corporation disputed the adjustments and demand and filed suit against the DOF and the Contra Costa County Auditor Controller challenging the DOF's adjustments to the DDR and other demands. On September 3, 2014, the Court ruled against the City, Successor Agency and Corporation regarding the transfers and the cooperation agreement. The City, Successor Agency and Corporation appealed the decision. Thereafter, as described above, in September 2015, the City, Successor Agency, and DOF entered into an Installment Payment Plan Agreement for the repayment of the OFA DDR amounting to $1,981,989 and the total amount of cash that the DOF claimed was owed was fully paid in 2018.

The Court of Appeals heard oral arguments on January 19, 2021 and subsequently denied the appeal. The City decided not to litigate any further and as a result, the City wrote off the General Fund Advance to the Successor Agency in the amount of $1,321,189.

Long-term Liabilities
The Successor Agency assumed the long-term debt, notes and loans of the Redevelopment Agency as of February 2012.

As of June 30, 2022, the Successor Agency's long-term liabilities included the following long-term debt:

Successor Agency Debt	Balance June 30, 2021	Additions	Deletions	Balance June 30, 2022	Due Within One Year
2016 Revenue Refunding Bond	$ 8,979,726	$ -	$ 1,909,309	$ 7,070,417	$ 1,957,533

2016 Refunding Tax Allocation Bonds

On August 3, 2016, the Successor Agency to the El Cerrito Redevelopment Agency issued Series 2016 Tax Allocation Refunding Bonds in the amount of $12,330,710. The proceeds from the bonds were used to refund the Series 1997A Tax Allocation Refunding Bonds and Series 2004 A and B Tax Allocation Bonds. Bonds issued in the amount of $8,979,727 are tax-exempt. The economic gain on refunding was $83,000, and the deferred amount resulting from the refunding was considered to be immaterial to the financial statements and expensed during the year. Debt service requirements are summarized as follows:

Year Ending June 30	Principal Payments	Interest Payments	Total
2023	$ 1,957,533	$ 165,261	$ 2,122,794
2024	2,006,975	115,818	2,122,793
2025	2,057,666	65,127	2,122,793
2026	1,048,243	13,155	1,061,398
Total	$ 7,070,417	$ 359,361	$ 7,429,778

NOTE 12 - PRIOR PERIOD ADJUSTMENTS

On January 2, 2021, the City changed the benefit terms of its OPEB plan which removed the City's implied subsidy requirement. In doing so, the City did not gave a total OPEB liability as of June 30, 2022. The net impact was an increase to beginning net position of $3,699,945 to remove the deferred inflows of resources, deferred outflows of resources and total OPEB liability. The following summarizes all prior period adjustments as of June 30, 2022:

	Net Position	Fund Balance
Change in accounting policy - GASB 87		
Right of use asset at cost	$ 643,628	$ -
Right of use asset accum. Amort.	(386,177)	-
Lease liability	(225,681)	-
Unavailable revenue:		
Interest receivable on loans receivable	-	141,155
OPEB:		
Deferred outflows of resources	(1,356,171)	-
Deferred inflows of resources	168,682	-
Total OPEB liability	4,887,434	-
Net Prior Period Adjustment - Net Position	$ 3,731,715	$ 141,155

REQUIRED SUPPLEMENTARY INFORMATION

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City of El Cerrito
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual (GAAP Basis)
General Fund
For the Year Ended June 30, 2022

	Budgeted Amounts Original	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Taxes and assessments	$ 26,031,617	$ 26,831,617	$ 32,844,740	$ 6,013,123
Licenses and permits	636,112	1,136,112	1,440,972	304,860
Fines and forfeitures	140,000	140,000	152,343	12,343
Intergovernmental	7,312,900	7,808,900	4,844,428	(2,964,472)
Use of money and property	353,968	353,968	153,515	(200,453)
Charges for Services	4,800,000	5,483,000	7,405,175	1,922,175
Other Revenue	175,000	175,000	183,566	8,566
Total Revenues	39,449,597	41,928,597	47,024,739	5,096,142
EXPENDITURES				
Current:				
General government	5,623,469	6,193,569	5,958,210	235,359
Public works	1,696,985	2,044,065	1,884,039	160,026
Recreation	4,475,719	4,507,719	4,336,021	171,698
Community development	2,548,257	3,273,257	3,064,072	209,185
Public Safety	24,599,220	25,199,020	24,525,779	673,241
Capital outlay	29,381	157,480	87,588	69,892
Debt service				
Principal retirement	131,106	131,106	256,711	(125,605)
Interest and fiscal charges	155,130	155,130	105,417	49,713
Total Expenditures	39,259,267	41,661,346	40,217,837	1,443,509
Excess (Deficiency) of Revenues over Expenditures	190,330	267,251	6,806,902	6,539,651
OTHER FINANCING SOURCES (USES)				
Transfers in	952,650	952,650	3,254,622	2,301,972
Transfers out	(665,612)	(665,612)	(580,612)	85,000
Total Other Financing Sources (Uses)	287,038	287,038	2,674,010	2,386,972
Net Change in Fund Balance	477,368	554,289	9,480,912	8,926,623
Fund Balance Beginning	7,143,262	7,143,262	7,143,262	-
Fund Balance Ending	$ 7,620,630	$ 7,697,551	$ 16,624,174	$ 8,926,623

Annually, the City Manager submits to the City Council a proposed operating budget in June for the following fiscal year, as required by the City's budget ordinance. This budget includes proposed expenditures and the revenues expected to finance them. As modified during public study sessions, the preliminary budget becomes the proposed budget. Public hearings are conducted to obtain taxpayer comments and the budget is legally enacted through passage of a resolution. The City Manager is authorized to transfer budgeted amounts within departments within funds. In addition, amendments that are made to authorize spending of increased or new special purpose revenues may be approved by the City Manager. Budget modifications between funds or increases or decreases to a fund's overall budget must be approved by the City Council. The legal level of budgetary control is at the fund level. Budgets are adopted on a basis consistent with generally accepted accounting principles. Unexpended appropriations lapse at year end and must be reappropriated in the following year. Budgeted amounts are as originally adopted, or as amended by the City Council. Expenditures in excess of appropriations were covered by budgets in other objects/functions or beginning fund balance.

City of El Cerrito
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual (GAAP Basis)
Low/Mod Income Housing Asset Special Revenue Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
REVENUES				
Use of money and property	$ -	$ -	$ 16,887	$ 16,887
Other Revenue	164,800	164,800	-	(164,800)
Total Revenues	164,800	164,800	16,887	(147,913)
EXPENDITURES				
Current:				
Community development	207,528	207,528	2,472	205,056
Total Expenditures	207,528	207,528	2,472	205,056
Net Change in Fund Balance	(42,728)	(42,728)	14,415	57,143
Fund Balance Beginning	5,247,776	5,247,776	5,247,776	-
Prior Period Adjustments - deferred loans	141,155	141,155	141,155	-
Fund Balance Beginning, as Adjusted	5,388,931	5,388,931	5,388,931	-
Fund Balance Ending	$ 5,346,203	$ 5,346,203	$ 5,403,346	$ 57,143

City of El Cerrito
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual (GAAP Basis)
Federal, State and Local Grants Fund
For the Year Ended June 30, 2022

	Budgeted Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Intergovernmental	$ 545,511	$ 545,511	$ 3,356,745	$ 2,811,234
Other Revenue	-	-	98,495	98,495
Total Revenues	545,511	545,511	3,455,240	2,909,729
EXPENDITURES				
Current:				
General government	-	-	1,914	(1,914)
Public works	-	-	636	(636)
Community development	395,511	395,511	272,831	122,680
Public Safety	153,000	153,000	615	152,385
Total Expenditures	548,511	548,511	275,996	272,515
Excess (Deficiency) of Revenues over Expenditures	(3,000)	(3,000)	3,179,244	3,182,244
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	(3,051,028)	(3,051,028)
Total Other Financing Sources (Uses)	-	-	(3,051,028)	(3,051,028)
Net Change in Fund Balance	(3,000)	(3,000)	128,216	131,216
Fund Balance Beginning	124,615	124,615	124,615	-
Fund Balance Ending	$ 121,615	$ 121,615	$ 252,831	$ 131,216

City of City of El Cerrito
Schedule of Pension Contributions
June 30, 2022
(Last Ten Years)

	Fiscal Year							
	2015	2016	2017	2018	2019	2020	2021	2022
Contractually Required Contributions	$ 601,837	$ 4,587,279	$ 5,112,607	$ 5,707,962	$ 6,351,717	$ 7,194,477	$ 7,713,430	$ 8,248,423
Contributions in Relation to Actuarially Determined Contributions	601,837	4,587,279	5,112,607	5,707,962	6,353,342	7,194,477	7,713,430	8,248,423
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ (1,625)	$ -	$ -	$ -
Covered Payroll	**$ 14,363,735**	**$ 14,674,532**	**$ 15,809,206**	**$ 16,978,389**	**$ 17,236,142**	**$ 17,913,225**	**$ 16,891,179**	**$ 16,164,821**
Contributions as a Percentage of Covered Payroll	**4.19%**	**31.26%**	**32.34%**	**33.62%**	**36.86%**	**40.16%**	**45.67%**	**51.03%**

Notes to Schedule:

Valuation Date: June 30, 2020

Assumptions Used: Entry Age Method used for Actuarial Cost Method
Level Percentage of Payroll and Direct Rate Smoothing
3.8 Years Remaining Amortization Period
Inflation Assumed at 2.5%
Investment Rate of Returns set at 7.15%
CalPERS mortality table based on CalPERS' experience and

Fiscal year 2015 was the first year of implementation, therefore only eight years are shown.
The CalPERS discount rate was increased from 7.5% to 7.65% in fiscal year 2016 and then decreased from 7.65% to 7.15% in fiscal year 2018.
The CalPERS mortality assumptions were adjusted in fiscal year 2019.

City of City of El Cerrito
Schedule of Proportionate Share of Net Pension Liability
June 30, 2022
(Last Ten Years)

Fiscal Year	2015	2016	2017	2018	2019	2020	2021	2022
Measurement Date	2014	2015	2016	2017	2018	2019	2020	2021
Proportion of Net Pension Liability	0.6318%	0.6701%	0.6338%	0.6229%	0.6419%	0.6425%	0.6468%	0.9051%
Proportionate Share of Net Pension Liability	$39,314,773	$45,992,107	$54,843,657	$61,775,131	$61,856,499	$65,832,700	$70,374,424	$48,950,390
Covered Payroll	$13,945,374	$14,363,735	$14,674,532	$15,809,206	$16,978,389	$17,236,142	$17,913,225	$16,891,179
Net Pension Liability as a % of Covered Payroll	**281.92%**	**320.20%**	**373.73%**	**390.75%**	**364.32%**	**381.95%**	**392.86%**	**289.80%**
Plan's Fiduciary Net Position as a % of the TPL	**79.82%**	**78.40%**	**74.06%**	**73.31%**	**75.26%**	**75.26%**	**75.10%**	**88.29%**

Notes to Schedule:
Fiscal year 2015 was the first year of implementation, therefore only eight years are shown.
The CalPERS discount rate was increased from 7.5% to 7.65% in fiscal year 2016 and then decreased from 7.65% to 7.15% in fiscal year 2018.
The CalPERS mortality assumptions were adjusted in fiscal year 2019.

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THE CITY OF
EL CERRITO

SUPPLEMENTARY INFORMATION

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NONMAJOR GOVERNMENTAL FUNDS

Special Revenue Funds

Gas Tax Fund accounts for revenues and expenditures received from the State of California under Street and Highways Code Section 2105, 2106, 2107, and 2107.5. The allocations must be spent for street maintenance and construction and a limited amount for engineering.

National Pollution Discharge Elimination System Fund accounts for storm water utility fees assessed to property owners citywide on their property tax bills. The funds are used to pay for the "National Pollution Discharge Elimination System" mandated by the Federal government to prevent further polluting of our streams and bays.

Landscape and Lighting Assessment Fund accounts for assessments made upon parcels of land within the Lighting and Landscaping Districts and disburses funds in accordance with the provisions of the State of California Streets and Highway Code.

Measure A Parcel Tax Fund accounts for the use of the voter-approved special tax to be used for the swim center and park capital project.

Measure H Parcel Tax Parks and Recreation Facilities Fund accounts for the use of voter-approved special tax for the maintenance and enhancement of parks and recreation facilities including the Swim Center, playgrounds, open space and trails, park amenities, community center and clubhouses.

Asset Seizure Fund accounts for revenues received from sale of assets seized during drug-related arrests and disburses these funds for authorized public safety activities.

Vehicle Abatement Fund accounts for revenues received from Vehicle Code Section 9250.7 to administer and operate the local vehicle abatement program.

Park In Lieu Fund accounts for funds received through negotiations with developers to be used for park improvements. *Public Art Fund* accounts for fees related to development that is committed to art in public places.

SB-1 Road Repair and Accountability Fund accounts for Senate Bill 1 (SB1) with the aim of repairing roads, improving traffic safety and expanding public transit systems.

Public Art Fund accounts for resources received and used for public art.

Measure J Paratransit Fund accounts for the portion of the half-cent County-wide sales tax levied to fund transportation improvements to local streets.

Municipal Services Corporation Special Revenue Fund accounts for the activities of the El Cerrito Municipal Services Corporation, a nonprofit corporation established to assist the City with public communications and financing of public improvements and later with the elimination of community blight and deterioration within the City.

City Housing Special Revenue Fund accounts for housing-related grants and special revenues, such as developer deposits, that are restricted for affordable housing purposes, but are not activities or assets of the Housing Successor.

Debt Service Fund

Public Financing Authority Debt Service Fund accounts for principal and interest payments on lease revenue bonds issued by the City of El Cerrito Public Financing Authority.

NONMAJOR GOVERNMENTAL FUNDS

Capital Projects Funds

Measure J Fund accounts for the portion of the half-cent County-wide sales tax levied to fund transportation improvements to local streets.

Storm Drain Fund accounts for assessments collected and funds expended for the maintenance and upgrade of the storm drains.

Street Improvement Fund accounts for the street maintenance and improvement projects funded by the 2008 Sales Tax Revenue Bonds.

Capital Improvements Capital Projects Fund accounts for funds expended on various City capital projects.

City of El Cerrito
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue Funds				
	Gas Tax Fund	National Pollution Discharge Elimination System Fund	Landscape and Lighting Assement Fund	Measure A Parcel Tax Fund	Measure H Parcel Tax Parks & Rec Facilities Fund
ASSETS					
Cash and investments	$ 190,455	$ 174,646	$ 203,340	$ 279,677	$ 302,481
Due from other governments	48,662	17,153	-	-	-
Loans receivable	-	-	-	-	-
Total assets	$ 239,117	$ 191,799	$ 203,340	$ 279,677	$ 302,481
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES					
Liabilities:					
Accounts payable	$ 22,103	$ 20,162	$ 72,821	$ -	$ 43,647
Accrued liabilities	11,423	9,732	10,247	-	-
Deposits payable	-	-	-	-	-
Total liabilities	33,526	29,894	83,068	-	43,647
Fund Balances:					
Restricted:					
Redevelopment	-	-	-	-	-
Debt service	-	-	-	-	-
Street improvements	205,591	-	120,272	-	-
Transportation	-	-	-	-	-
Public safety - police	-	-	-	-	-
Public safety - vehicle abatement	-	-	-	-	-
Parks and recreation	-	-	-	279,677	258,834
Storm drains	-	161,905	-	-	-
Public art	-	-	-	-	-
Housing	-	-	-	-	-
Unassigned	-	-	-	-	-
Total fund balances	205,591	161,905	120,272	279,677	258,834
Total liabilities and fund balances	$ 239,117	$ 191,799	$ 203,340	$ 279,677	$ 302,481

Cont'd

City of El Cerrito
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue Funds				
	Asset Seizure Fund	Vehicle Abatement Fund	Park In Lieu Fund	SB1-Road Repair & Accountability Fund	Public Art Fund
ASSETS					
Cash and investments	$ 388,041	$ 410,853	$ 2	$ 677,126	$ 162,208
Due from other governments	-	-	-	46,911	-
Loans receivable	-	-	-	-	-
Total assets	$ 388,041	$ 410,853	$ 2	$ 724,037	$ 162,208
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES					
Liabilities:					
Accounts payable	$ -	$ -	$ -	$ 69,323	$ -
Accrued liabilities	-	-	-	-	-
Deposits payable	75,820	-	-	-	-
Total liabilities	75,820	-	-	69,323	-
Fund Balances:					
Restricted:					
Redevelopment	-	-	-	-	-
Debt service	-	-	-	-	-
Street improvements	-	-	-	654,714	-
Transportation	-	-	-	-	-
Public safety - police	312,221	-	-	-	-
Public safety - vehicle abatement	-	410,853	-	-	-
Parks and recreation	-	-	2	-	-
Storm drains	-	-	-	-	-
Public art	-	-	-	-	162,208
Housing	-	-	-	-	-
Unassigned	-	-	-	-	-
Total fund balances	312,221	410,853	2	654,714	162,208
Total liabilities and fund balances	$ 388,041	$ 410,853	$ 2	$ 724,037	$ 162,208

Cont'd

City of El Cerrito
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue Funds			Debt Service
	Measure J Paratransit Fund	Municipal Services Corp Fund	City Housing Trust Fund	Public Finance Authority Fund
ASSETS				
Cash and investments	$ 302,761	$ 34,331	$ -	$ 7,727
Due from other governments	-	-	-	-
Loans receivable	-	-	2,860,000	-
Total assets	$ 302,761	$ 34,331	$ 2,860,000	$ 7,727
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES				
Liabilities:				
Accounts payable	$ 151	$ -	$ -	$ -
Accrued liabilities	1,905	-	-	-
Deposits payable	-	-	25,000	-
Total liabilities	2,056	-	25,000	-
Fund Balances:				
Restricted:				
Redevelopment	-	34,331	-	-
Debt service	-	-	-	7,727
Street improvements	-	-	-	-
Transportation	300,705	-	-	-
Public safety - police	-	-	-	-
Public safety - vehicle abatement	-	-	-	-
Parks and recreation	-	-	-	-
Storm drains	-	-	-	-
Public art	-	-	-	-
Housing	-	-	2,835,000	-
Unassigned	-	-	-	-
Total fund balances	300,705	34,331	2,835,000	7,727
Total liabilities and fund balances	$ 302,761	$ 34,331	$ 2,860,000	$ 7,727

Cont'd

City of El Cerrito
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Capital Projects Funds				
	Measure J Fund	Storm Drain Fund	Street Improvemt Fund	Capital Improvement Fund	Total Nonmajor Governmental Funds
ASSETS					
Cash and investments	$ 458,051	$ 869,824	$ 2,322,847	$ 31,531	$ 6,815,901
Due from other governments	-	-	164,164	-	276,890
Loans receivable	-	-	-	-	2,860,000
Total assets	$ 458,051	$ 869,824	$ 2,487,011	$ 31,531	$ 9,952,791
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES					
Liabilities:					
Accounts payable	$ 11,767	$ 57,887	$ 144,276	$ 122,939	$ 565,076
Accrued liabilities	4,063	17,932	2,713	-	58,015
Deposits payable	-	-	-	-	100,820
Total liabilities	15,830	75,819	146,989	122,939	723,911
Fund Balances:					
Restricted:					
Redevelopment	-	-	-	-	34,331
Debt service	-	-	-	-	7,727
Street improvements	-	-	2,340,022	-	3,320,599
Transportation	442,221	-	-	-	742,926
Public safety - police	-	-	-	-	312,221
Public safety - vehicle abatement	-	-	-	-	410,853
Parks and recreation	-	-	-	-	538,513
Storm drains	-	794,005	-	-	955,910
Public art	-	-	-	-	162,208
Housing	-	-	-	-	2,835,000
Unassigned	-	-	-	(91,408)	(91,408)
Total fund balances	442,221	794,005	2,340,022	(91,408)	9,228,880
Total liabilities and fund balances	$ 458,051	$ 869,824	$ 2,487,011	$ 31,531	$ 9,952,791

Concluded

City of El Cerrito

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Special Revenue Funds				
	Gas Tax Fund	National Pollution Discharge Elimination System Fund	Landscape and Lighting Assement Fund	Measure A Parcel Tax Fund	Measure H Parcel Tax Parks & Rec Facilities Fund
REVENUES					
Taxes and assessments	$ -	$ -	$ 791,164	$ -	$ 648,741
Fines and penalties	-	-	-	-	-
Intergovernmental	595,215	307,856	-	-	-
Use of money and property	-	-	-	-	-
Charges for services	-	-	-	-	-
Other Revenue	-	-	2,100	-	-
Total Revenues	595,215	307,856	793,264	-	648,741
EXPENDITURES					
Current:					
General government	-	-	-	-	-
Public works	495,725	351,892	725,128	5,220	436,741
Recreation	-	-	81,492	-	43,973
Community development	-	-	-	-	-
Capital outlay	-	-	-	38,848	50,000
Debt service:					
Principal	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-
Total Expenditures	495,725	351,892	806,620	44,068	530,714
Excess (Deficiency) of Revenues over Expenditures	99,490	(44,036)	(13,356)	(44,068)	118,027
OTHER FINANCING SOURCES (USES)					
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-
Net Change in Fund Balances	99,490	(44,036)	(13,356)	(44,068)	118,027
Fund Balances Beginning	106,101	205,941	133,628	323,745	140,807
Fund Balances Ending	$ 205,591	$ 161,905	$ 120,272	$ 279,677	$ 258,834

Cont'd

City of El Cerrito

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Special Revenue Funds				
	Asset Seizure Fund	Vehicle Abatement Fund	Park In Lieu Fund	SB1-Road Repair & Accountability Fund	Public Art Fund
REVENUES					
Taxes and assessments	$ -	$ -	$ -	$ -	$ 32,410
Fines and penalties	2,958	-	-	-	-
Intergovernmental	-	5,812	-	-	-
Use of money and property	-	-	-	462,824	-
Charges for services	-	-	-	-	-
Other Revenue	-	-	-	-	-
Total Revenues	2,958	5,812	-	462,824	32,410
EXPENDITURES					
Current:					
General government	-	-	-	-	-
Public works	-	-	-	165,014	-
Recreation	-	-	-	-	-
Community development	-	-	-	-	25,040
Capital outlay	-	-	-	409,572	-
Debt service:					
Principal	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-
Total Expenditures	-	-	-	574,586	25,040
Excess (Deficiency) of Revenues over Expenditures	2,958	5,812	-	(111,762)	7,370
OTHER FINANCING SOURCES (USES)					
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-
Net Change in Fund Balances	2,958	5,812	-	(111,762)	7,370
Fund Balances Beginning	309,263	405,041	2	766,476	154,838
Fund Balances Ending	$ 312,221	$ 410,853	$ 2	$ 654,714	$ 162,208

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City of El Cerrito

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Special Revenue Funds			Debt Service
	Measure J Paratransit Fund	Municipal Services Corp Fund	City Housing Trust Fund	Public Finance Authority Fund
REVENUES				
Taxes and assessments	$ 178,219	$ -	$ -	$ -
Fines and penalties	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Charges for services	6,873	-	-	-
Other Revenue	-	-	-	-
Total Revenues	185,092	-	-	-
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	-	3,599	-	-
Recreation	62,855	-	-	-
Community development	-	3,701	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	51,874	-	-	650,000
Interest and fiscal charges	4,958	-	-	632,862
Total Expenditures	119,687	7,300	-	1,282,862
Excess (Deficiency) of Revenues over Expenditures	65,405	(7,300)	-	(1,282,862)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	1,286,912
Transfers out	-	-	-	(199,923)
Total Other Financing Sources (Uses)	-	-	-	1,086,989
Net Change in Fund Balances	65,405	(7,300)	-	(195,873)
Fund Balances Beginning	235,300	41,631	2,835,000	203,600
Fund Balances Ending	$ 300,705	$ 34,331	$ 2,835,000	$ 7,727

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City of El Cerrito

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Capital Projects Funds				
	Measure J Fund	Storm Drain Fund	Street Improvemt Fund	Capital Improvement Fund	Total Nonmajor Governmental Funds
REVENUES					
Taxes and assessments	$ 554,790	$ 711,134	$ 1,809,485	$ 117,387	$ 4,843,330
Fines and penalties	-	-	-	-	2,958
Intergovernmental	-	-	-	222,644	1,131,527
Use of money and property	-	-	-	-	462,824
Charges for services	40	-	-	-	6,913
Other Revenue	-	-	9,802	-	11,902
Total Revenues	554,830	711,134	1,819,287	340,031	6,459,454
EXPENDITURES					
Current:					
General government	-	-	6,140	-	6,140
Public works	350,061	458,575	102,291	3,883	3,098,129
Recreation	-	-	-	-	188,320
Community development	-	-	-	-	28,741
Capital outlay	-	81,077	789,317	944,288	2,313,102
Debt service:					
Principal	-	-	-	-	701,874
Interest and fiscal charges	-	-	-	-	637,820
Total Expenditures	350,061	539,652	897,748	948,171	6,974,126
Excess (Deficiency) of Revenues over Expenditures	204,769	171,482	921,539	(608,140)	(514,672)
OTHER FINANCING SOURCES (USES)					
Transfers in	-	-	-	40,000	1,326,912
Transfers out	(40,000)	-	(706,300)	-	(946,223)
Total Other Financing Sources (Uses)	(40,000)	-	(706,300)	40,000	380,689
Net Change in Fund Balances	164,769	171,482	215,239	(568,140)	(133,983)
Fund Balances Beginning	277,452	622,523	2,124,783	476,732	9,362,863
Fund Balances Ending	$ 442,221	$ 794,005	$ 2,340,022	$ (91,408)	$ 9,228,880

Concluded

City of El Cerrito

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Gas Tax Fund			
	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Fines and penalties	-	-	-	-
Intergovernmental	657,700	657,700	595,215	(62,485)
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other Revenue	-	-	-	-
Total Revenues	657,700	657,700	595,215	(62,485)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	519,694	537,414	495,725	41,689
Recreation	-	-	-	-
Community development	-	-	-	-
Public safety	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	519,694	537,414	495,725	41,689
Excess (Deficiency) of Revenues over Expenditures	138,006	120,286	99,490	(20,796)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	138,006	120,286	99,490	(20,796)
Fund Balances Beginning	106,101	106,101	106,101	-
Fund Balances Ending	$ 244,107	$ 226,387	$ 205,591	$ (20,796)

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City of El Cerrito

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

National Pollution Discharge Elimination System Fund

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Fines and penalties	-	-	-	-
Intergovernmental	336,400	336,400	307,856	(28,544)
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other Revenue	-	-	-	-
Total Revenues	336,400	336,400	307,856	(28,544)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	366,804	366,804	351,892	14,912
Recreation	-	-	-	-
Community development	-	-	-	-
Public safety	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	366,804	366,804	351,892	14,912
Excess (Deficiency) of Revenues over Expenditures	(30,404)	(30,404)	(44,036)	(13,632)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	(30,404)	(30,404)	(44,036)	(13,632)
Fund Balances Beginning	205,941	205,941	205,941	-
Fund Balances Ending	$ 175,537	$ 175,537	$ 161,905	$ (13,632)

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City of El Cerrito

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Landscape and Lighting Assement Fund			
	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES				
Taxes and assessments	$ 795,474	$ 795,474	$ 791,164	$ (4,310)
Fines and penalties	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other Revenue	-	-	2,100	2,100
Total Revenues	795,474	795,474	793,264	(2,210)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	773,855	773,855	725,128	48,727
Recreation	68,330	68,330	81,492	(13,162)
Community development	-	-	-	-
Public safety	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	842,185	842,185	806,620	35,565
Excess (Deficiency) of Revenues over Expenditures	(46,711)	(46,711)	(13,356)	33,355
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	(46,711)	(46,711)	(13,356)	33,355
Fund Balances Beginning	133,628	133,628	133,628	-
Fund Balances Ending	$ 86,917	$ 86,917	$ 120,272	$ 33,355

Cont'd

City of El Cerrito

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

Measure A Parcel Tax Fund

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Fines and penalties	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other Revenue	-	-	-	-
Total Revenues	-	-	-	-
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	-	-	5,220	(5,220)
Recreation	-	-	-	-
Community development	-	-	-	-
Public safety	-	-	-	-
Capital outlay	217,366	217,366	38,848	178,518
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	217,366	217,366	44,068	173,298
Excess (Deficiency) of Revenues over Expenditures	(217,366)	(217,366)	(44,068)	173,298
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	(217,366)	(217,366)	(44,068)	173,298
Fund Balances Beginning	323,745	323,745	323,745	-
Fund Balances Ending	$ 106,379	$ 106,379	$ 279,677	$ 173,298

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City of El Cerrito
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

Measure H Parcel Tax Parks & Rec Facilities Fund

	Budgeted Amounts Original	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Taxes and assessments	$ 636,948	$ 636,948	$ 648,741	$ 11,793
Fines and penalties	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other Revenue	-	-	-	-
Total Revenues	636,948	636,948	648,741	11,793
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	239,800	239,800	436,741	(196,941)
Recreation	272,811	272,811	43,973	228,838
Community development	-	-	-	-
Public safety	-	-	-	-
Capital outlay	124,337	212,337	50,000	162,337
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	636,948	724,948	530,714	194,234
Excess (Deficiency) of Revenues over Expenditures	-	(88,000)	118,027	206,027
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	(88,000)	118,027	206,027
Fund Balances Beginning	140,807	140,807	140,807	-
Fund Balances Ending	$ 140,807	$ 52,807	$ 258,834	$ 206,027

Cont'd

City of El Cerrito
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Asset Seizure Fund			
	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Fines and penalties	-	-	2,958	2,958
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other Revenue	-	-	-	-
Total Revenues	-	-	2,958	2,958
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	-	-	-	-
Recreation	-	-	-	-
Community development	-	-	-	-
Public safety	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues over Expenditures	-	-	2,958	2,958
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	-	2,958	2,958
Fund Balances Beginning	309,263	309,263	309,263	-
Fund Balances Ending	$ 309,263	$ 309,263	$ 312,221	$ 2,958

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City of El Cerrito

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Vehicle Abatement Fund			
	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Fines and penalties	-	-	-	-
Intergovernmental	30,000	30,000	5,812	(24,188)
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other Revenue	-	-	-	-
Total Revenues	30,000	30,000	5,812	(24,188)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	-	-	-	-
Recreation	-	-	-	-
Community development	-	-	-	-
Public safety	30,900	30,900	-	30,900
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	30,900	30,900	-	30,900
Excess (Deficiency) of Revenues over Expenditures	(900)	(900)	5,812	6,712
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	(900)	(900)	5,812	6,712
Fund Balances Beginning	405,041	405,041	405,041	-
Fund Balances Ending	$ 404,141	$ 404,141	$ 410,853	$ 6,712

Cont'd

City of El Cerrito
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

Park In Lieu Fund

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Fines and penalties	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other Revenue	-	-	-	-
Total Revenues	-	-	-	-
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	-	-	-	-
Recreation	-	-	-	-
Community development	-	-	-	-
Public safety	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues over Expenditures	-	-	-	-
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	-	-	-
Fund Balances Beginning	2	2	2	-
Fund Balances Ending	$ 2	$ 2	$ 2	$ -

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City of El Cerrito

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

SB1-Road Repair & Accountability Fund

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Fines and penalties	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	497,600	497,600	462,824	(34,776)
Charges for services	-	-	-	-
Other Revenue	-	-	-	-
Total Revenues	497,600	497,600	462,824	(34,776)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	166,500	199,000	165,014	33,986
Recreation	-	-	-	-
Community development	-	-	-	-
Public safety	-	-	-	-
Capital outlay	450,000	450,000	409,572	40,428
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	616,500	649,000	574,586	74,414
Excess (Deficiency) of Revenues over Expenditures	(118,900)	(151,400)	(111,762)	39,638
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	(118,900)	(151,400)	(111,762)	39,638
Fund Balances Beginning	766,476	766,476	766,476	-
Fund Balances Ending	$ 647,576	$ 615,076	$ 654,714	$ 39,638

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City of El Cerrito
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Public Art Fund			
	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
REVENUES				
Taxes and assessments	$ -	$ -	$ 32,410	$ 32,410
Fines and penalties	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other Revenue	-	-	-	-
Total Revenues	-	-	32,410	32,410
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	-	-	-	-
Recreation	-	-	-	-
Community development	100,000	100,000	25,040	74,960
Public safety	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	100,000	100,000	25,040	74,960
Excess (Deficiency) of Revenues over Expenditures	(100,000)	(100,000)	7,370	107,370
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	(100,000)	(100,000)	7,370	107,370
Fund Balances Beginning	154,838	154,838	154,838	-
Fund Balances Ending	$ 54,838	$ 54,838	$ 162,208	$ 107,370

Cont'd

City of El Cerrito
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Measure J Paratransit Fund			
	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
REVENUES				
Taxes and assessments	$ 162,500	$ 162,500	$ 178,219	$ 15,719
Fines and penalties	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Charges for services	-	-	6,873	6,873
Other Revenue	-	-	-	-
Total Revenues	162,500	162,500	185,092	22,592
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	-	-	-	-
Recreation	160,492	160,492	62,855	97,637
Community development	-	-	-	-
Public safety	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	51,874	(51,874)
Interest and fiscal charges	-	-	4,958	(4,958)
Total Expenditures	160,492	160,492	119,687	40,805
Excess (Deficiency) of Revenues over Expenditures	2,008	2,008	65,405	63,397
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	2,008	2,008	65,405	63,397
Fund Balances Beginning	235,300	235,300	235,300	-
Fund Balances Ending	$ 237,308	$ 237,308	$ 300,705	$ 63,397

Cont'd

City of El Cerrito
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Municipal Services Corp Fund			
	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Fines and penalties	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other Revenue	-	-	-	-
Total Revenues	-	-	-	-
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	-	-	3,599	(3,599)
Recreation	-	-	-	-
Community development	-	-	3,701	(3,701)
Public safety	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	-	-	7,300	(7,300)
Excess (Deficiency) of Revenues over Expenditures	-	-	(7,300)	(7,300)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	-	(7,300)	(7,300)
Fund Balances Beginning	41,631	41,631	41,631	-
Fund Balances Ending	$ 41,631	$ 41,631	$ 34,331	$ (7,300)

Cont'd

City of El Cerrito
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	City Housing Trust Fund			
	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Fines and penalties	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other Revenue	-	-	-	-
Total Revenues	-	-	-	-
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	-	-	-	-
Recreation	-	-	-	-
Community development	-	-	-	-
Public safety	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues over Expenditures	-	-	-	-
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	-	-	-
Fund Balances Beginning	2,835,000	2,835,000	2,835,000	-
Fund Balances Ending	$ 2,835,000	$ 2,835,000	$ 2,835,000	$ -

Cont'd

City of El Cerrito
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

Public Finance Authority Fund

	Amounts Original	Amounts Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Fines and penalties	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	151	151	-	(151)
Charges for services	-	-	-	-
Other Revenue	-	-	-	-
Total Revenues	151	151	-	(151)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	-	-	-	-
Recreation	-	-	-	-
Community development	-	-	-	-
Public safety	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	654,201	654,201	650,000	4,201
Interest and fiscal charges	632,862	632,862	632,862	-
Total Expenditures	1,287,063	1,287,063	1,282,862	4,201
Excess (Deficiency) of Revenues over Expenditures	(1,286,912)	(1,286,912)	(1,282,862)	4,050
OTHER FINANCING SOURCES (USES)				
Transfers in	1,286,912	1,286,912	1,286,912	-
Transfers out	-	-	(199,923)	(199,923)
Total Other Financing Sources (Uses)	1,286,912	1,286,912	1,086,989	(199,923)
Net Change in Fund Balances	-	-	(195,873)	(195,873)
Fund Balances Beginning	203,600	203,600	203,600	-
Fund Balances Ending	$ 203,600	$ 203,600	$ 7,727	$ (195,873)

Cont'd

City of El Cerrito

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Measure J Fund			
	Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES				
Taxes and assessments	$ 458,500	$ 458,500	$ 554,790	$ 96,290
Fines and penalties	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Charges for services	-	-	40	40
Other Revenue	-	-	-	-
Total Revenues	458,500	458,500	554,830	96,330
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	405,887	405,887	350,061	55,826
Recreation	-	-	-	-
Community development	-	-	-	-
Public safety	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	405,887	405,887	350,061	55,826
Excess (Deficiency) of Revenues over Expenditures	52,613	52,613	204,769	152,156
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	(40,000)	(40,000)
Total Other Financing Sources (Uses)	-	-	(40,000)	(40,000)
Net Change in Fund Balances	52,613	52,613	164,769	112,156
Fund Balances Beginning	277,452	277,452	277,452	-
Fund Balances Ending	$ 330,065	$ 330,065	$ 442,221	$ 112,156

Cont'd

City of El Cerrito

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Storm Drain Fund			
	Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES				
Taxes and assessments	$ 706,325	$ 706,325	$ 711,134	$ 4,809
Fines and penalties	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other Revenue	-	-	-	-
Total Revenues	706,325	706,325	711,134	4,809
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	446,113	446,113	458,575	(12,462)
Recreation	-	-	-	-
Community development	-	-	-	-
Public safety	-	-	-	-
Capital outlay	340,000	340,000	81,077	258,923
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	786,113	786,113	539,652	246,461
Excess (Deficiency) of Revenues over Expenditures	(79,788)	(79,788)	171,482	251,270
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	(79,788)	(79,788)	171,482	251,270
Fund Balances Beginning	622,523	622,523	622,523	-
Fund Balances Ending	$ 542,735	$ 542,735	$ 794,005	$ 251,270

Cont'd

City of El Cerrito

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Street Improvemt Fund			
	Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES				
Taxes and assessments	$ 1,478,700	$ 1,478,700	$ 1,809,485	$ 330,785
Fines and penalties	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other Revenue	-	-	9,802	9,802
Total Revenues	1,478,700	1,478,700	1,819,287	340,587
EXPENDITURES				
Current:				
General government	707,900	707,900	6,140	701,760
Public works	116,608	116,608	102,291	14,317
Recreation	-	-	-	-
Community development	-	-	-	-
Public safety	-	-	-	-
Capital outlay	810,000	810,000	789,317	20,683
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	1,634,508	1,634,508	897,748	736,760
Excess (Deficiency) of Revenues over Expenditures	(155,808)	(155,808)	921,539	1,077,347
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	(706,300)	(706,300)
Total Other Financing Sources (Uses)	-	-	(706,300)	(706,300)
Net Change in Fund Balances	(155,808)	(155,808)	215,239	371,047
Fund Balances Beginning	2,124,783	2,124,783	2,124,783	-
Fund Balances Ending	$ 1,968,975	$ 1,968,975	$ 2,340,022	$ 371,047

Cont'd

City of El Cerrito

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

Capital Improvement Fund

	Amounts Original	Amounts Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Taxes and assessments	$ 50,000	$ 50,000	$ 117,387	$ 67,387
Fines and penalties	-	-	-	-
Intergovernmental	1,804,360	1,804,360	222,644	(1,581,716)
Use of money and property	-	-	-	-
Charges for services	-	-	-	-
Other Revenue	-	-	-	-
Total Revenues	1,854,360	1,854,360	340,031	(1,514,329)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	-	-	3,883	(3,883)
Recreation	-	-	-	-
Community development	-	-	-	-
Public safety	-	-	-	-
Capital outlay	1,990,360	1,990,360	944,288	1,046,072
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	1,990,360	1,990,360	948,171	1,042,189
Excess (Deficiency) of Revenues over Expenditures	(136,000)	(136,000)	(608,140)	(472,140)
OTHER FINANCING SOURCES (USES)				
Transfers in	40,000	40,000	40,000	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	40,000	40,000	40,000	-
Net Change in Fund Balances	(96,000)	(96,000)	(568,140)	(472,140)
Fund Balances Beginning	476,732	476,732	476,732	-
Fund Balances Ending	$ 380,732	$ 380,732	$ (91,408)	$ (472,140)

Concluded

STATISTICAL SECTION

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THE CITY OF EL CERRITO

STATISTICAL SECTION

- **City Statistics**
  - City Geographic Information
  - Climate
  - Population Demographic Information

- **Community Facilities**

- **Operating Indicators**

- **Financial Statistics**
  - Net Position
  - Fund Balance
  - Direct Overlapping Debt
  - Taxable Property
  - Taxable Sales

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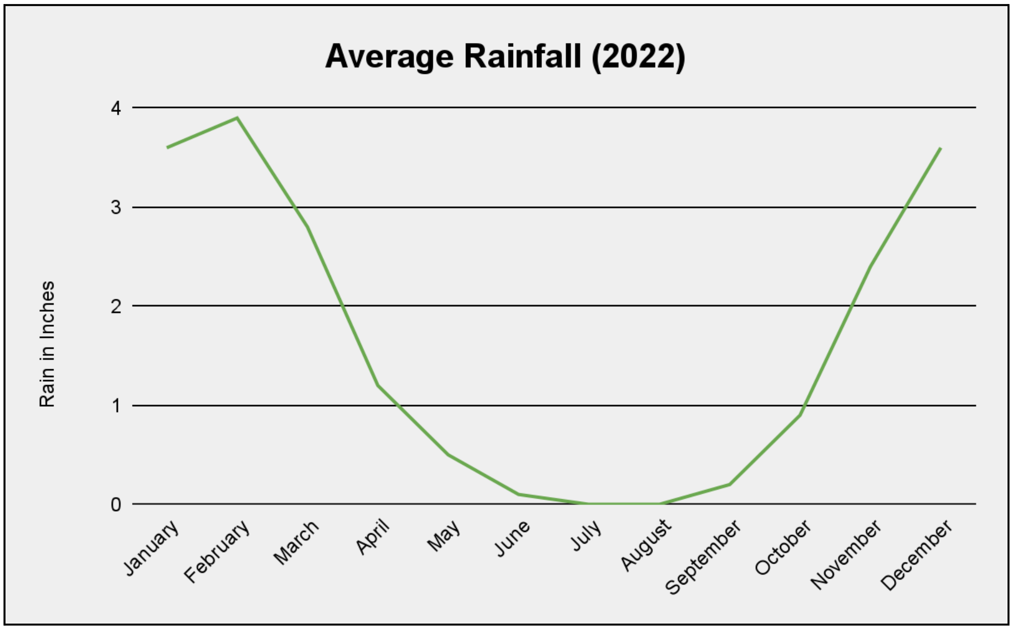
City Geographic Information

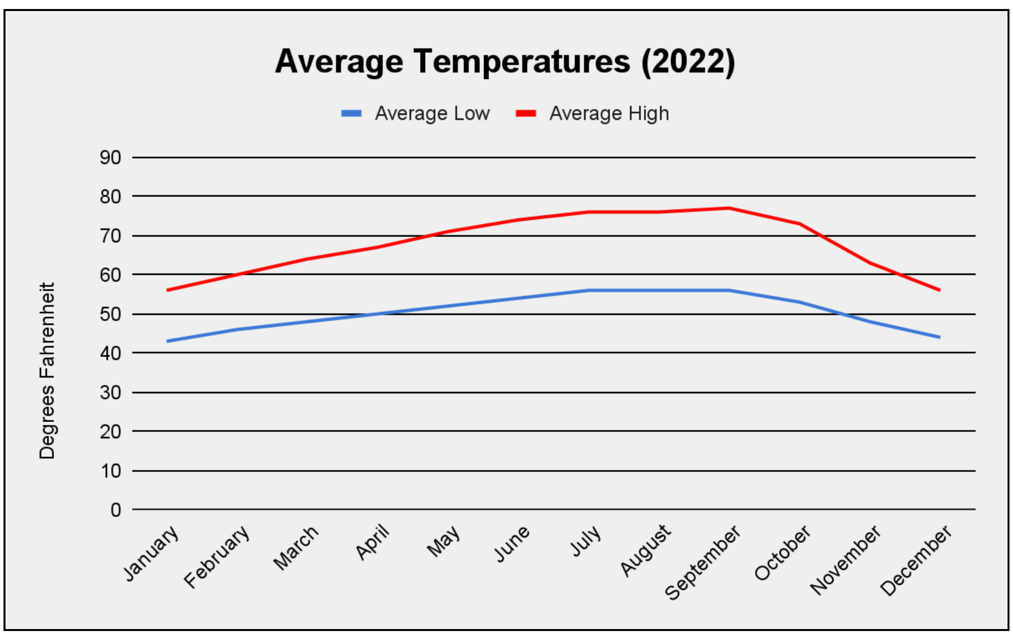
Current City Area:	3.7 square miles
Current Population:	25,845 (July 1, 2021)
Incorporated:	1917
Elevation:	69 feet
Miles of Streets:	68
Number of Street Lights:	1,618
Number of Traffic Signals:	12
Number of Registered Voters:	17,457 (as of March 2022)
Form of Government:	Council/Manager
City Employee/Citizen Ratio:	1:162*

Source: FY 2021-22 Adopted Budget

Climate



Average Annual Rainfall: 19.2”
Average Days of Precipitation: 48 Days



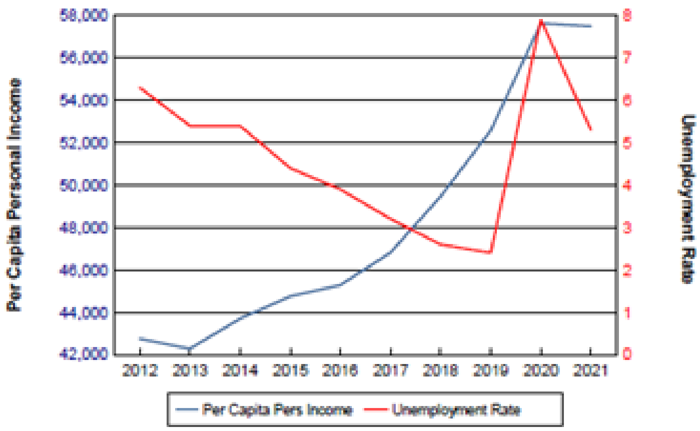
Average Temperature May to October: 52 - 73 degrees Fahrenheit
Average Temperature November to April: 48 - 67 degrees Fahrenheit

Source: Weatherspark

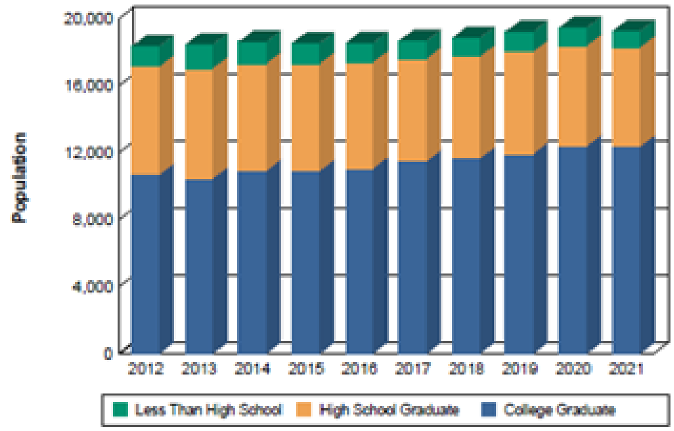
Population Demographics - Economic and Education

Calendar Year	Population	Personal Income (In Thousands)	Per Capita Personal Income	Unemployment Rate	Median Age	% of Pop 25+ with High School Degree	% of Pop 25+ with Bachelor's Degree
2012	23,910	$1,022,129	$42,749	6.3%	43.3	93.4%	58.3%
2013	24,087	$1,018,350	$42,278	5.4%	44.5	92.3%	56.8%
2014	24,115	$1,053,560	$43,689	5.4%	44.4	93.0%	58.7%
2015	24,378	$1,090,716	$44,741	4.4%	44.4	93.5%	59.0%
2016	24,600	$1,113,784	$45,275	3.9%	43.8	93.8%	59.7%
2017	24,939	$1,167,562	$46,816	3.2%	43.6	94.4%	61.6%
2018	25,459	$1,258,945	$49,449	2.6%	42.7	94.1%	61.9%
2019	24,953	$1,311,782	$52,570	2.4%	42.2	93.8%	62.2%
2020	24,846	$1,431,919	$57,631	7.9%	42.7	94.4%	63.7%
2021	25,650	$1,474,567	$57,488	5.3%	41.8	94.9%	64.2%

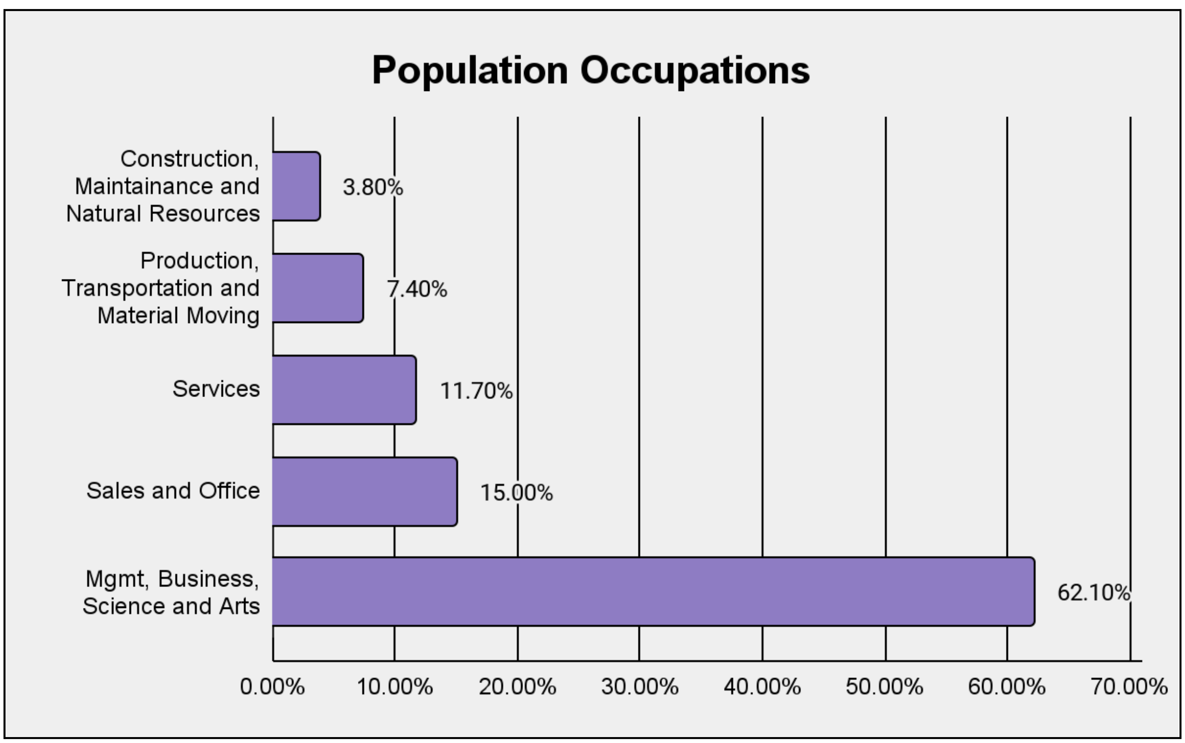
Personal Income and Unemployment



Education Level Attained for Population 25 and Over



Source: HdLCompanies (Notes and Data Sources)
Population: California State Department of Finance. Unemployment Data: California Employment Development Department
2000-2009 Income, Age, and Education Data: ESRI - *Demographic Estimates are based on the last available Census.* Projections are developed by incorporating all of the prior census data released to date. Demographic Data is totaled from Census Block Groups that overlap the City's boundaries
2010 and later - Income, Age and Education Data - US Census Bureau, most recent American Community Survey



Source: U.S. Census Bureau, July 1, 2021

Principal Employers
FY 2020-21*

West Contra Costa Unified School District

Home Depot

City of El Cerrito

Honda of El Cerrito

Prospect Sierra School

Fat Apple's Restaurant

Ross Dress for Less

Turnabout Shop

Berkeley Country Club

Shields Nursing Center

Trader Joe's

U.S. Post Office

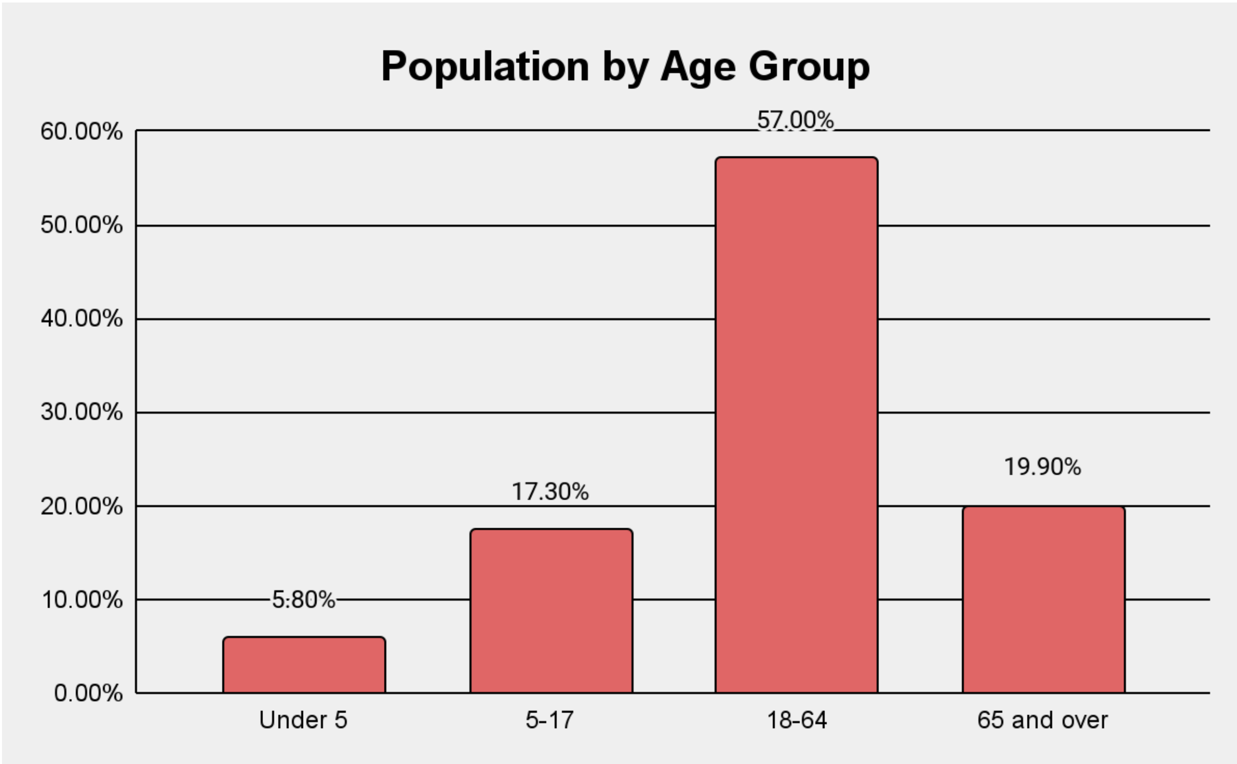
Romano's Macaroni Grill

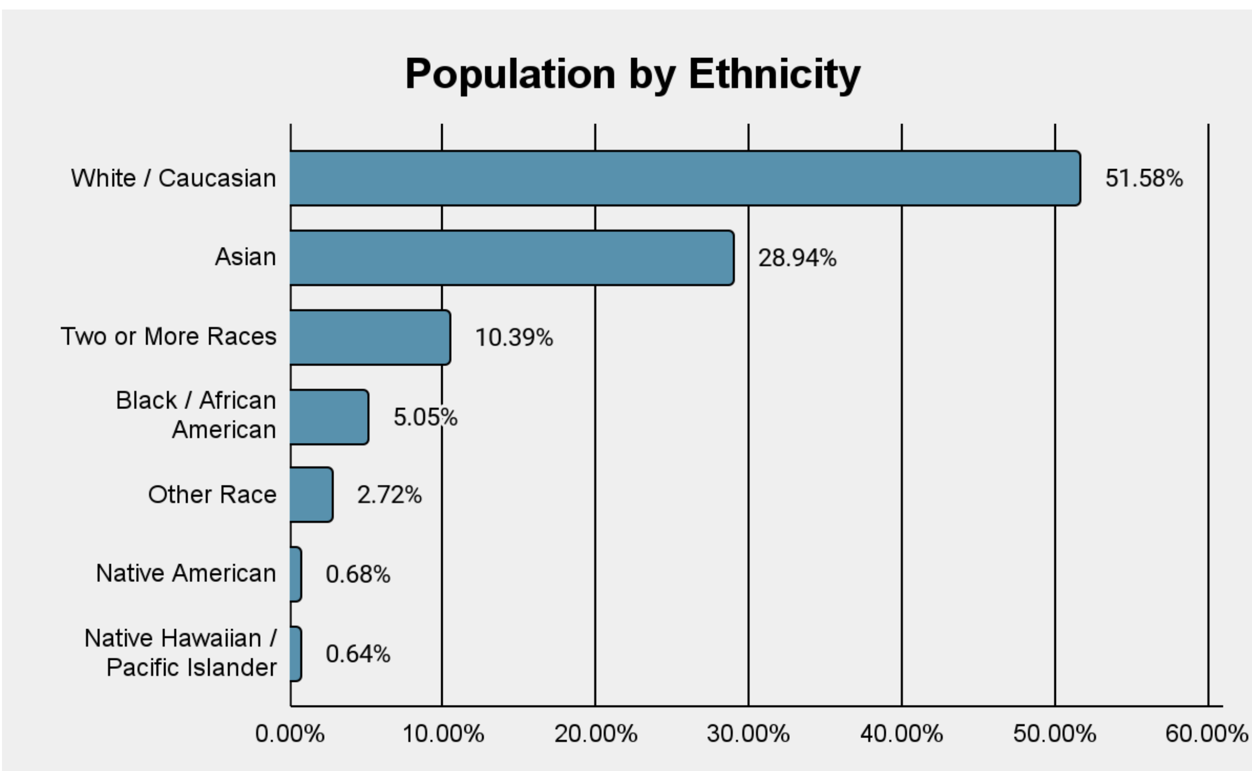
Nation's Foods, Inc.

El Cerrito Royale

* Source: Community Development *(data not available for FY 2021-22 at time of printing)*

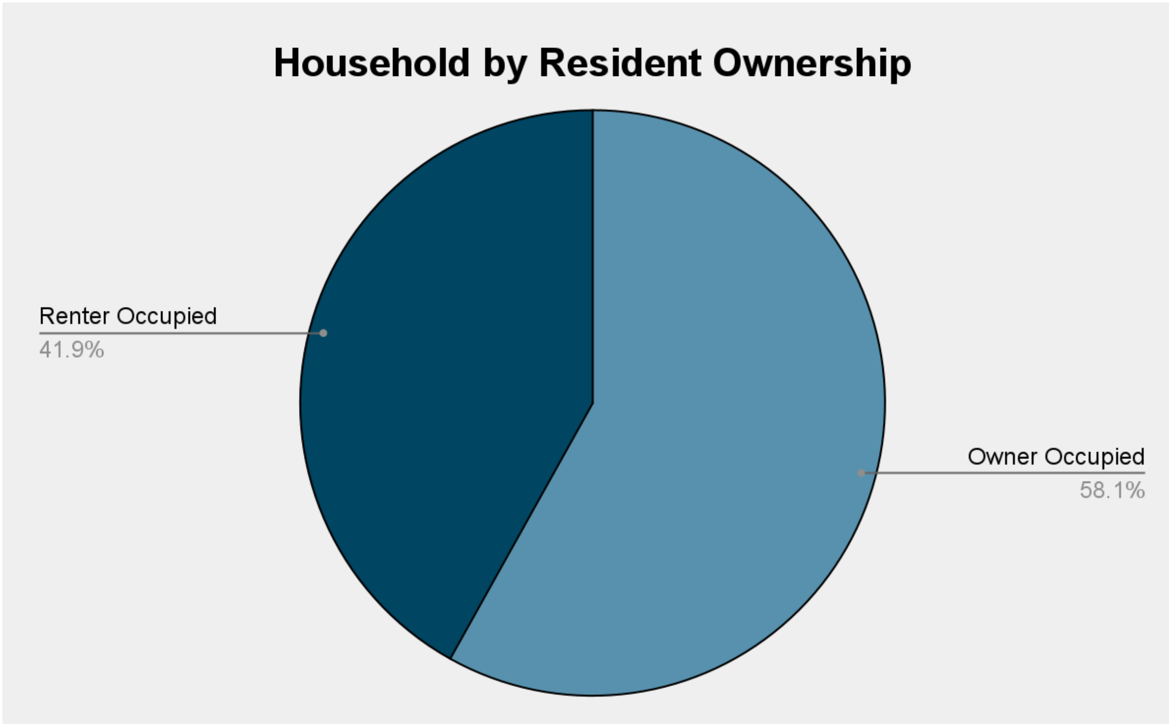
Population Demographics - Age and Ethnicity

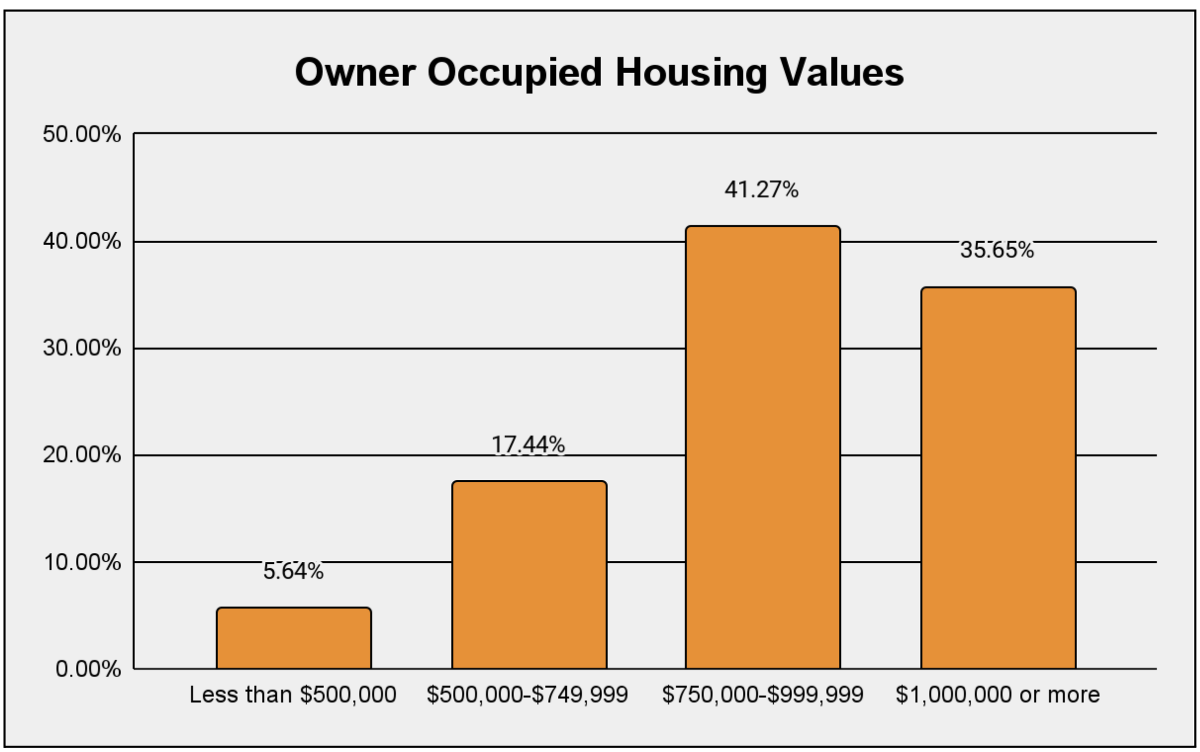




Source: U.S. Census Bureau, July 1, 2021

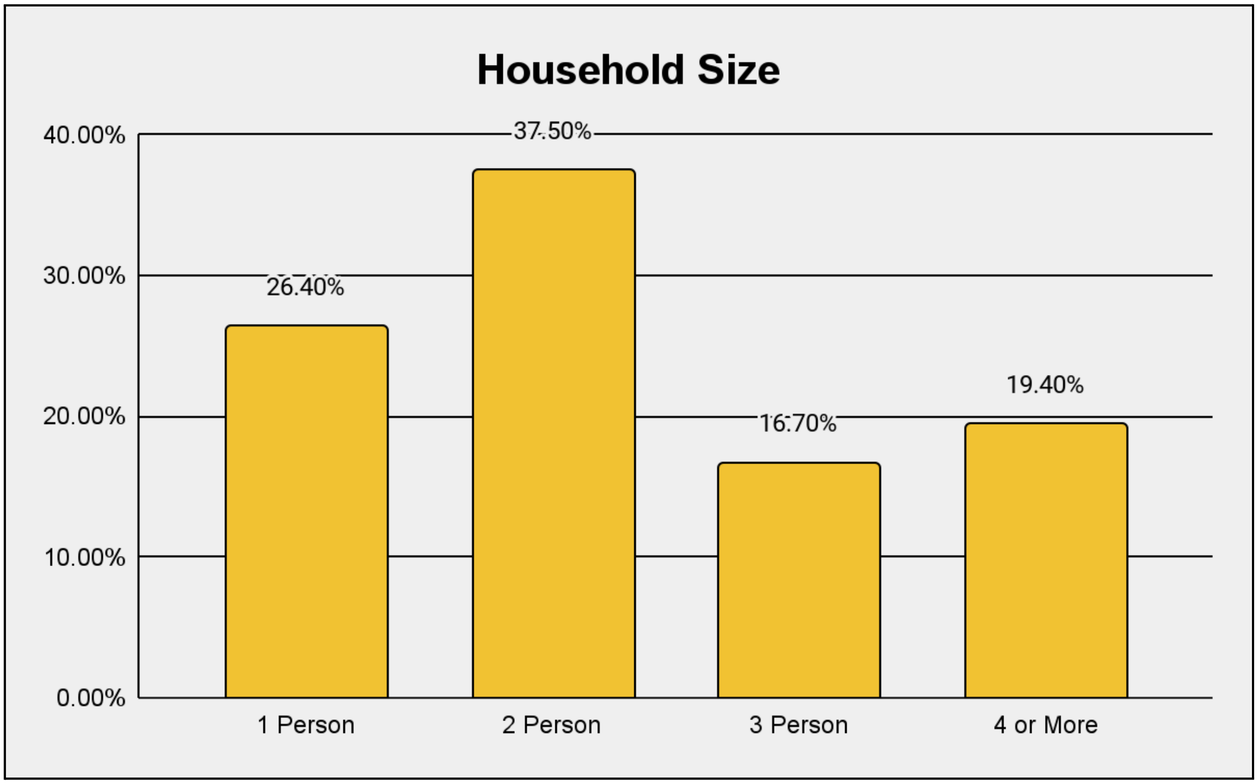
Population Demographics - Housing

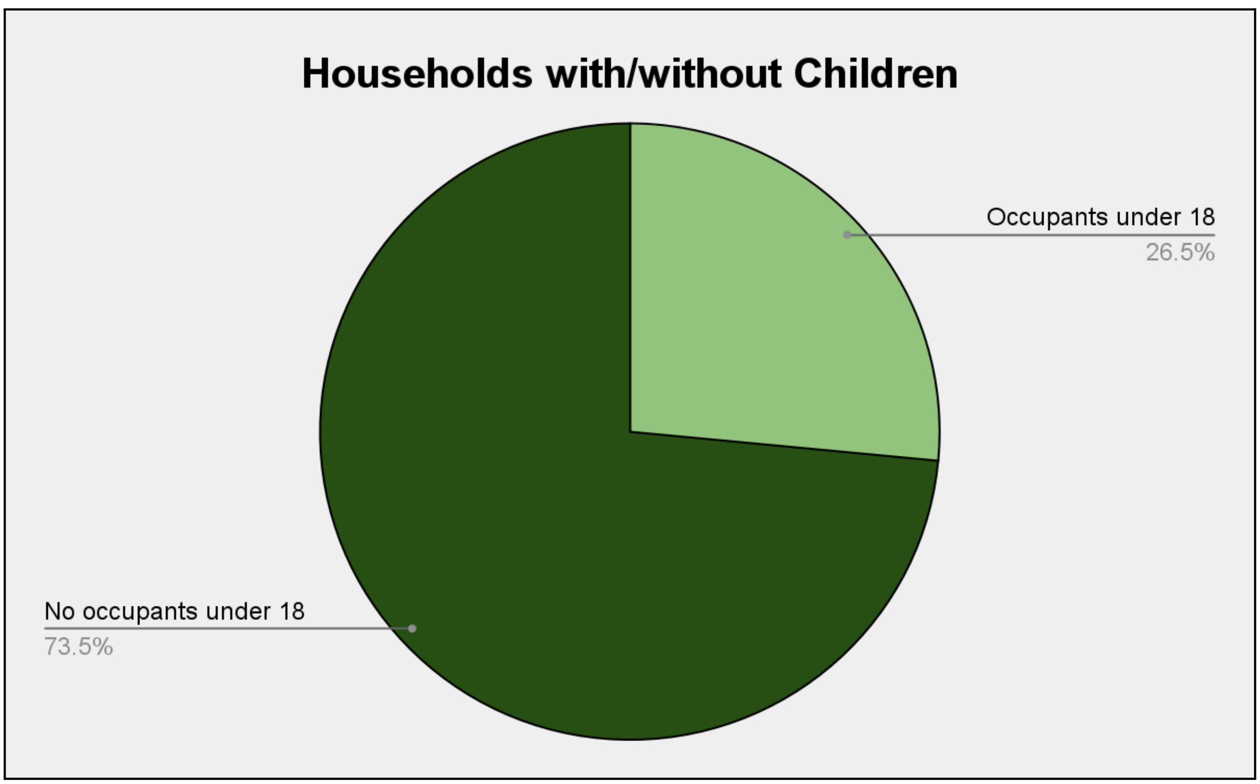




Source: U.S. Census Bureau 2021, American Community Survey

Population Demographics - Households





Source: U.S. Census Bureau 2021, American Community Survey

Operating Indicators by Function/Program

CITY OF EL CERRITO

Function/ Program	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2020-22
Community Development										
Planning										
Number of Permits	135	199	122	163	174	187	183	164	160	*
Building										
Permits Issued	1,572	1,137	1,148	1,164	1,167	1,304	1,263	1,126	1,204	*
Annual Inspections	7,445	8,744	9,272	8,824	8,959	8,715	7,918	8,080	6,288	*
Public Safety										
Fire										
Number of Responses	2,973	2,956	3,018	3,326	3,451	3,553	3,516	3,620	3,762	*
Police:										
Number of Responses	24,753	25,160	33,376	23,855	25,834	26,011	26,810	22,962	24,886	*
Recreation										
Recreation Administration										
Non-Departmental										
Drop-In Sales	0	19	23	412	500					
POS						1,210	477	360	11	477
Childcare Administration										
Participants	1,512	1,482	1,510	1,259	1,351	992	896	568	271	896
Aquatics										
Enrollments	4,669	5,003	4,636	4,998	5,008	5,815	6,221	4086	615	6,221
Pass Sales	3,491	3,719	3,439	4,784	3,706	1,457	2,840	2,069	-	2,840
Facility Rentals	416	397	445	437	356	247	298	138	-	298
Drop-In Sales	26,225	30,922	30,367	31,773	34,826	3,112	27,278	21,603	-	27,278
Swim Reservations									48,881	
Senior Services										
Enrollments	1,417	1,806	1,656	1,496	1,339	1,508	2,214	3173	892	2,214
Facility Rentals	17 **	45	20	4	32	1	5	49	-	5
Drop-In Sales	20,669 ***	21,993	23,370	22,301	31,209	29,676	24,754	17,914	602	24,754
Adult/Community Services										
Enrollments	1,180	1,391	1,393	2,006	2,006	1,946	2,472	2,424	574	2,472
Pass Sales	191	210	174	147	147	101	22	42	-	22
Facility Rentals	3,856	4,224		2,393	2,393	1,384	1,397	1,484	-	1,397
Zumba POS						230	104	21	-	104
Youth Services										
Enrollments	7,163	11,538	7,535	4,653	4,696	4,591	12,161	8,429	650	12,161

* Not available at time of printing
** Reports each date a person and/or organization has rented an aquatics facility.
*** Now includes daily lunches served at Senior Center (15,458 in FY 13)

Source: City Departments *(based on information available for each year)*

Community Facilities

City-Owned Facilities & Parks	Acres
Arlington Park and Clubhouse	5.2
Baxter Creek Gateway Park	1.4
Bruce King Memorial Dog Park	0.25
Canyon Trail Park, Upper Playfield, and Clubhouse	10.9
Centennial Park	0.6
Cerrito Creek *(includes section between Cornell and Talbot)*	1
Cerrito Vista Park and Recreation Facility	7.7
Creekside Park	1.5
Community Center & Swim Center	2.8
Dorothy Rosenberg Memorial Park	1.6
Huber Park and Clubhouse *(GIS plus easement next to park)*	2.9
Ohlone Greenway *(El Cerrito Portion)*	12
Poinsett Park and Clubhouse	1.1
Portola Clubhouse *(Formerly Casa Cerrito Preschool)*	0.6
Richmond/Blake Park	0.07
Tassajara Park and Clubhouse	3
Hillside Natural Area	102
Total City Owned Parks & Facilities	**154.62**
City-Maintained and/or Operated Parks	**Acres**
Castro Park and Clubhouse* *(West Contra Costa Unified School District (WCCUSD)*	3.5
Central Park *(1.5 Richmond/.2 El Cerrito)*	1.7
Fairmont Playfield and Clubhouse* *(WCCUSD)*	0.8
Harding Park and Clubhouse* *(WCCUSD)*	1.8
Madera Playground and Clubhouse* *(WCCUSD)*	0.08
Ohlone Greenway *(BART Portion)*	12
Total City Maintained/Not Owned	**19.88**
Total City Owned, Maintain & Operated	**174.5**

CITY OF EL CERRITO

Capital Asset Statistics by Function/ Program

(based on available information for past ten fiscal years)

Function/ Program	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Public Works										
Miles of streets	68	68	68	68	68	68	68	68	68	68
Street lights	1,606	1,606	1,606	1,606	1,606	1,614	1,618	1,618	1,618	1,618
Traffic signals	11	11	11	11	11	12	12	12	12	12
Culture and Recreation										
City parks	11	11	11	11	11	11	11	11	11	11
City park acreage	32	32	32	32	32	32	32	32	32	32
Playgrounds	7	7	7	7	7	7	7	7	7	7
City trails	3	3	3	3	3	3	3	3	3	3
City trails-miles	4	4	4	4	4	4	4	4	4	4
Community center	1	1	1	1	1	1	1	1	1	1
Senior center	1	1	1	1	1	1	1	1	1	1
Performing arts center	1	1	1	1	1	1	1	1	1	1
Swimming pools	1	1	1	1	1	1	1	1	1	1
Tennis court sites	6	6	6	6	6	6	6	6	6	6
Baseball/softball diamonds	4	4	4	4	4	4	4	4	4	4
Library	1	1	1	1	1	1	1	1	1	1
Administration										
City Hall	1	1	1	1	1	1	1	1	1	1
Recycling Center	1	1	1	1	1	1	1	1	1	1

Source: City Departments

Financial Statistics - Ratio of Outstanding Debt by Type

Ten Fiscal Years

	Governmental Activities						
Fiscal Year	**Tax Allocation Bonds**	**2017 COP Revenue Bonds**	**Storm Drain Revenue Bonds**	**Capital Leases**	**2017 Sales Tax Revenue Bonds**	**Acquisition/ Developer Notes**	**Total Governmental Activities**
2013	(b)	11,321,500	514,500	2,337,160	10,555,000	(b)	24,728,160
2014	(b)	10,788,700		2,133,692	10,290,000	(b)	23,212,392
2015	(b)	10,235,400		1,925,719	10,020,000	(b)	22,181,119
2016	(b)	9,667,200		1,713,138	9,740,000	(b)	21,120,338
2017	(b)	8,259,900		1,495,838	8,650,000	(b)	18,405,738
2018	(b)	7,040,000		1,273,713	8,335,000	(b)	16,648,713 (C)
2019	(b)	6,760,000		1,046,649	8,010,000	(b)	15,816,649 (C)
2020	(b)	6,475,000		1,180,596	7,680,000	(b)	15,335,596 (C)
2021	(b)	6,180,000		990,291	7,340,000	(b)	14,510,291 (C)
2022	*not available at time of printing*						

	Business-Type Activities				
Fiscal Year	**Capital Leases**	**Revenue Refunding Bonds**	**Total Primary Government**	**Percentage of Personal Income (a)**	**Per Capita (a)**
2013	732,805	3,296,100	28,757,065	3%	1,210
2014	625,486	3,067,600	26,905,478	3%	1,125
2015	516,248	2,833,400	25,530,767	3%	1,060
2016	405,057	2,593,600	24,118,995	2%	1,000
2017	291,878	2,347,900	21,045,516	2%	843
2018	176,676	2,647,698	19,473,087	1%	790
2019	59,414	1,838,200	17,714,263	1%	696
2020	405,049	1,573,800	17,314,445	1%	694
2021	330,775	1,309,400	16,150,466	1%	647
2022	*not available at time of printing*				

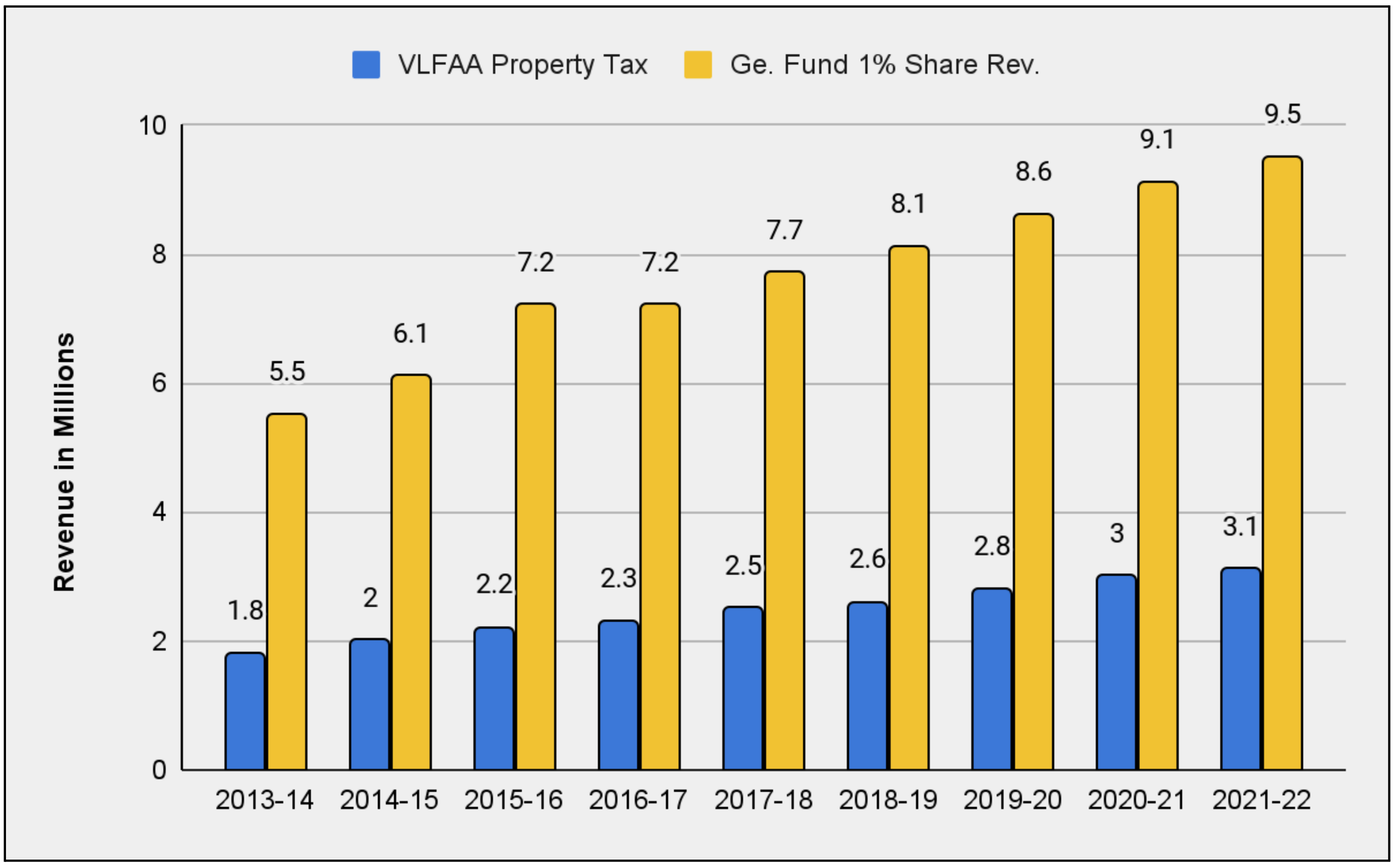
Note : Debt amounts exclude any premiums, discounts, or other amortization amounts.

Sources: City of El Cerrito
State of California, Department of Finance (population)
U.S. Department of commerce, Bureau of the Census (income)

(a) See Schedule Demographic Statistics for personal income and population data.
(b) Due to the dissolution of Redevelopment Agencies effective February 1, 2012, the Tax Allocation Bonds and the Acquisition/Developer Notes were transferred to the Successor Agency.
(c) Excluding bond premium/discount

Financial Statistics - Revenue History Taxable Property

Roll Year	Gen. Fund 1% Share Rev.	% Change	VLFAA Property Tax Revenue	% Change
2013-14	$5,525,021		$1,825,843	
2014-15	$6,146,084	11.2%	$1,985,031	8.7%
2015-16	$6,728,518	9.5%	$2,182,776	10.0%
2016-17	$7,204,938	7.1%	$2,329,398	6.7%
2017-18	$7,655,774	6.3%	$2,486,793	6.8%
2018-19	$8,121,096	6.1%	$2,641,639	6.2%
2019-20	$8,591,773	5.8%	$2,797,174	5.9%
2020-21	$9,100,845	5.9%	$2,982,280	6.6%
2021-22	$9,472,764	4.1%	$3,117,900	4.5%



Source: HdL Property Tax Review 09/2022

Financial Statistics - FY 2021-22 Top Ten Property Tax Payers

Owner	Secured Parcels	Secured Value	Secured % of Net AV	Unsecured Parcels	Unsecured Value	Unsecured % of Net AV	Combined Value	Combined % of Net AV	Primary Use & Primary Agency
1) MCD-RCCA-EL CERRITO LLC (Pending Appeals On Parcels)	10	$100,920,905	1.98%				**$100,920,905**	**1.97%**	Commercial Successor Agency
2) KMF X EL CERRITO LLC	4	$60,659,875	1.19%				**$60,659,875**	**1.18%**	Residential Successor Agency
3) EL CERRITO SHOPPING CENTER LLC (Pending Appeals On Parcels)	2	$47,962,536	0.94%				**$47,962,536**	**0.94%**	Commercial Successor Agency
4) DEL NORTE PLACE APARTMENTS LP	2	$39,407,309	0.77%				**$39,407,309**	**0.77%**	Residential Successor Agency
5) CREEKSIDE WALK VENTURES LLC	1	$31,008,808	0.61%				**$31,008,808**	**0.60%**	Residential Successor Agency
6) SAVE MART PORTFOLIO OWN NLP CALIFORNIA	1	$24,677,400	0.48%				**$24,677,400**	**0.48%**	Commercial Successor Agency
7) EAST BAY SIERRA SCHOOL INC	3	$22,843,373	0.45%	2	$230,141	0.59%	**$23,073,514**	**0.45%**	Institutional El Cerrito General Fund
8) PEAK DEL NORTE LLC (Pending Appeals On Parcels)	4	$22,733,097	0.45%				**$22,733,097**	**0.44%**	Commercial Successor Agency
9) SAN PABLO PLAYLAND APARTMENTS	2	$22,224,981	0.44%				**$22,224,981**	**0.43%**	Residential Successor Agency
10) CIVIC PLAZA RILEY GROUP LLC	1	$17,728,937	0.35%				**$17,728,937**	**0.35%**	Residential Successor Agency
Top Ten Total	30	$390,167,221	7.67%	2	$230,141	0.59%	**$390,397,362**	**7.61%**	
City Total		$5,088,410,955			$38,967,239		**$5,127,378,194**		

Source: HdL Companies Property Report 09/20/22 based on sales through 06/30/22 (Version r.1)

Data Source: Contra Costa County Assessor 2021/22 Combined Tax Rolls and the SBE Non Unitary Tax Roll

THE CITY OF EL CERRITO
ASSESSED VALUE OF TAXABLE PROPERTY
2012/13 - 2021/22 Taxable Property Values

Category	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22
Residential	2,451,655,631	2,592,514,863	2,853,921,468	3,149,020,944	3,371,420,420	3,612,557,338	3,839,646,540	4,062,513,720	4,357,094,856	4,570,742,187
Commercial	306,222,368	317,103,657	321,135,973	357,407,407	380,390,017	399,269,391	420,364,889	437,095,571	424,912,033	441,744,036
Industrial	669,582	1,243,973	1,249,619	1,274,584	1,294,020	1,319,899	2,407,144	2,455,286	3,170,551	3,203,395
Dry Farm							1,150,000	1,495,000	1,610,000	1,700,000
Govt. Owned	461,663	2,590,800								
Institutional	19,774,778	13,043,652	10,208,971	3,874,705	3,706,148	3,805,657	4,640,105	11,534,309	34,232,492	32,587,956
Miscellaneous	4,749,013	5,750,929	4,988,308	5,049,233	4,375,989	5,732,820	7,142,290	6,487,051	6,918,646	4,817,768
Recreational	6,769,713	7,921,118	6,459,132	6,371,065	7,575,957	7,506,849	7,638,933	8,717,372	8,816,744	9,775,989
Vacant	20,883,266	20,388,698	24,440,851	24,586,829	21,137,534	21,443,527	21,682,458	25,524,663	25,505,151	23,839,624
Unsecured	37,424,709	40,596,347	41,830,854	41,828,039	40,622,301	37,711,053	39,306,939	43,922,044	42,091,289	38,967,239
Exempt	[56,162,496]	[52,252,033]	[52,287,027]	[53,331,648]	[56,540,864]	[57,667,727]	[68,391,888]	[67,949,347]	[67,185,828]	[61,641,583]
Unknown		1,307,912					0	0	0	0
TOTALS	2,848,610,723	3,002,461,949	3,264,235,176	3,589,412,806	3,830,522,386	4,089,346,534	4,343,979,298	4,599,745,016	4,904,351,762	5,127,378,194
Total Direct Rate	0.35855	0.22289	0.22708	0.22670	0.22642	0.22619	0.22601	0.22586	0.22562	0.22551

Notes:
Exempt values are not included in Total.

In 1978 the voters of the State of California passed Proposition 13 which limited taxes to a total maximum rate of 1%, based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum of 2%). With few exceptions, property is only reassessed as a result of new construction activity or at the time it is sold to a new owner. At that point, the property is reassessed based upon the added value of the construction or at the purchase price (market value) or economic value of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

Data Source: Contra Costa County Assessor 2012/13 - 2021/22 Combined Tax Rolls
Prepared On 9/20/2022 By MV

THE CITY OF EL CERRITO

(RATE PER $100 OF TAXABLE VALUE)

	Last 10 Fiscal Years									
Agency	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22
Basic Levy[1]	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
Bart	0.00430	0.00750	0.00450	0.00260	0.00800	0.00840	0.00700	0.01200	0.01390	0.00600
Contra Costa Community College	0.00870	0.01330	0.02520	0.02200	0.01200	0.01140	0.01100	0.01880	0.01610	0.01760
East Bay Mud Dist 1 Bond	0.00680	0.00660	0.00470	0.00340	0.00280	0.00110	0.00000	0.00000	0.00000	0.00000
East Bay Regional Park Bond	0.00510	0.00780	0.00850	0.00670	0.00320	0.00210	0.00210	0.00940	0.00140	0.00200
Richmond Retirement	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.14000	0.00000
West Contra Costa Unified	0.21570	0.28180	0.28030	0.27810	0.26040	0.23970	0.23900	0.23790	0.24320	0.29390
Total Direct & Overlapping[2] Tax Rates	**1.24060**	**1.31700**	**1.32320**	**1.31280**	**1.28640**	**1.26270**	**1.25910**	**1.27810**	**1.41460**	**1.31950**
City's Share of 1% Levy Per Prop 13[3]	0.22232	0.22232	0.22232	0.22232	0.22232	0.22232	0.22232	0.22232	0.22232	0.22232
Voter Approved City Debt Rate										
Redevelopment Rate[4]										
Total Direct Rate[5]	0.35855	0.22289	0.22708	0.22670	0.22642	0.22619	0.22601	0.22586	0.22562	0.22551

Notes:

[1]In 1978, California voters passed Proposition 13 which set the property tax rate at a 1.00% fixed amount. This 1.00% is shared by all taxing agencies for which the subject property resides within. In addition to the 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of any voter approved bonds.

[2]Overlapping rates are those of local and county governments that apply to property owners within the City. Not all overlapping rates apply to all property owners.

[3]City's Share of 1% Levy is based on the City's share of the general fund tax rate area with the largest net taxable value within the City. The ERAF portion of the City's Levy has been subtracted where known.

[4]Redevelopment Rate is based on the largest RDA tax rate area and only includes rate(s) from indebtedness adopted prior to 1989 per California State statute. RDA direct and overlapping rates are applied only to the incremental property values. The approval of ABX1 26 eliminated Redevelopment from the State of California for the fiscal year 2012/13 and years thereafter.

[5]Total Direct Rate is the weighted average of all individual direct rates applied by the City/Agency preparing the statistical section information and excludes revenues derived from aircraft. Beginning in 2013/14 the Total Direct Rate no longer includes revenue generated from the former redevelopment tax rate areas. Challenges to recognized enforceable obligations are assumed to have been resolved during 2012/13. For the purposes of this report, residual revenue is assumed to be distributed to the City/Agency in the same proportions as general fund revenue.

Data Source: HdL Companies Reprot 09/20/22; Contra Costa County Assessor 2012/13 - 2021/22 Tax Rate Table

Financial Statistics - Direct and Overlapping Debt

as of JUNE 30, 2022

		Gross Bonded Debt Balance	Percent Applicable To City	Net Bonded Debt
Direct Debt				
420500	EL CERRITO REVENUE BONDS	13,520,000	100.000	13,520,000
Total Direct Debt				**13,520,000**
Overlapping Debt				
100300	CCC PENSION OBLIGATION BOND	44,925,000	2.190	983,657
100300	CCC PFA 1998A LRB	6,435,000	2.190	140,898
100300	CCC PFA 1999A LRB	6,310,000	2.190	138,161
100300	CCC PFA 2002A LRB	4,065,000	2.190	89,005
100300	CCC PFA 2003A LRB	3,445,000	2.190	75,430
100300	CCC PFA 2007A LRB	61,030,000	2.190	1,336,285
100300	CCC PFA 2009A LRB	6,407,008	2.190	140,285
100300	CCC PFA 2010A-2 LRB	11,995,000	2.190	262,637
100300	CCC PFA 2010A-3 LRB	20,700,000	2.190	453,238
100300	CCC PFA 2010B LRB	6,055,000	2.190	132,577
100300	CCC PFA 2012 LRB	6,212,865	2.190	136,034
100300	CCC PFA 2015 A&B LRB	37,900,000	2.190	829,841
100300	CCC PFA 2017 A LRB	42,320,000	2.190	926,619
100300	CCC PFA 2017B LRB	76,930,000	2.190	1,684,424
400800	BART BOND	660,703,057	2.190	14,466,449
402700	EAST BAY REGIONAL PARK BOND	77,146,356	2.190	1,689,161
779000	WEST CONTRA COSTA UNIFIED 1998 BOND	7,635,000	14.188	1,083,261
779100	WEST CONTRA COSTA UNIFIED 2000 BOND	187,485,000	14.188	26,600,537
779200	WEST CONTRA COSTA UNIFIED 2002 BOND	355,765,521	14.188	50,476,326
779400	WEST CONTRA COSTA UNIFIED BOND 2005	462,932,481	14.188	65,681,269
779600	WEST CONTRA COSTA UNIFIED 2010 BOND	444,490,000	14.188	63,064,634
779700	WEST CONTRA COSTA UNIFIED 2012 BOND	393,250,000	14.188	55,794,657
779900	WEST CONTRA COSTA UNIFIED 2020 BOND	75,000,000	14.188	10,641,066
792100	CONTRA COSTA COMMUNITY COLLEGE 2002 BOND	311,230,151	2.197	6,837,149
792200	CONTRA COSTA COMMUNITY COLLEGE 2006 BOND	354,509,849	2.197	7,787,924
792300	CONTRA COSTA COMMUNITY COLLEGE 2014 BOND	271,130,000	2.197	5,956,223
Total Overlapping Debt				**317,407,747**
Total Direct and Overlapping Debt				**330,927,747**

2021/22 Assessed Valuation: $4,200,526,992 After Deducting $926,851,202 Incremental Value.

Debt To Assessed Valuation Ratios:	Direct Debt	0.32%
	Overlapping Debt	7.56%
	Total Debt	7.88%

This report reflects debt which is being repaid through voter-approved property tax indebtedness. It excludes mortgage revenue, tax allocation bonds, interim financing obligations, non-bonded capital lease obligations, and certificates of participation, unless provided by the city.

Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the city. The percentage of overlapping debt applicable is estimated by using taxable assessed values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the city's boundaries and dividing it by each unit's total taxable assessed value.

Data Source: HdL Coren & Cone 09/20/22; Contra Costa County Assessor and Auditor Combined 2021/22 Lien Date Tax Rolls

THE CITY OF EL CERRITO

DIRECT & OVERLAPPING DEBT AS OF JUNE 30, 2013

		Gross Bonded Debt Balance	Percent Applicable To City	Net Bonded Debt
Direct Debt				
420500	OUTSTANDING TAX OVERRIDE DEBT	8,805,000	100.000	8,805,000
420500	CITY HALL LEASE REVENUE BONDS	785,648	100.000	785,648
420500	MASTER EQUIPMENT LEASE	1,551,512	100.000	1,551,512
Total Direct Debt				**11,142,160**
Overlapping Debt				
100300	CONTRA COSTA COUNTY PENSION DEBT	310,110,000	2.007	6,224,983
100300	CCC PFA 1998A LEASE REVENUE BONDS	15,655,000	2.007	314,250
100300	CCC PFA 1999A LEASE REVENUE BONDS	14,175,000	2.007	284,541
100300	CCC PFA 2001A LEASE REVENUE BONDS	1,380,000	2.007	27,701
100300	CCC PFA 2002A LEASE REVENUE BONDS	8,450,000	2.007	169,621
100300	CCC PFA 2002B LEASE REVENUE BONDS	7,635,000	2.007	153,261
100300	CCC PFA 2003A LEASE REVENUE BONDS	8,085,000	2.007	162,294
100300	CCC PFA 2007A LEASE REVENUE BONDS	121,185,000	2.007	2,432,603
100300	CCC PFA 2007B LEASE REVENUE BONDS	56,785,000	2.007	1,139,872
100300	CCC PFA 2009A LEASE REVENUE BONDS	19,892,007	2.007	399,302
100300	CCC PFA 2010A-1 LEASE REVENUE BONDS	6,790,000	2.007	136,299
100300	CCC PFA 2010A-2 LEASE REVENUE BONDS	13,130,000	2.007	263,565
100300	CCC PFA 2010A-3 LEASE REVENUE BONDS	20,700,000	2.007	415,521
100300	CCC PFA 2010B LEASE REVENUE BONDS	15,495,000	2.007	311,038
100300	CCC PFA 2012 LEASE REVENUE BONDS	13,102,304	2.007	263,009
400800	BART BOND	138,186,264	2.007	2,773,878
402700	EAST BAY REGIONAL PARK BOND	60,034,243	2.007	1,205,095
402800	EAST BAY MUD DIST 1 BOND	1,106,973	67.466	746,836
779000	WEST CONTRA COSTA UNIFIED 1998 BOND	23,750,000	12.053	2,862,690
779100	WEST CONTRA COSTA UNIFIED 2000 BOND	228,925,000	12.053	27,593,317
779200	WEST CONTRA COSTA UNIFIED 2002 BOND	364,970,428	12.053	43,991,460
779400	WEST CONTRA COSTA UNIFIED BOND 2005	323,424,709	12.053	38,983,775
779600	WEST CONTRA COSTA UNIFIED 2010 BOND	93,385,000	12.053	11,256,097
792100	CONTRA COSTA COMMUNITY COLLEGE 2002 BOND	196,545,000	2.015	3,960,550
792200	CONTRA COSTA COMMUNITY COLLEGE 2006 BOND	166,225,000	2.015	3,349,576
Total Overlapping Debt				**149,421,134**
Total Direct and Overlapping Debt				**160,563,294**

2012/13 Assessed Valuation: $2,351,432,658 After Deducting $497,178,065 Incremental Value.

Debt To Assessed Valuation Ratios:	Direct Debt	0.47%
	Overlapping Debt	6.35%
	Total Debt	6.83%

This report reflects debt which is being repaid through voter-approved property tax indebtedness. It excludes mortgage revenue, tax allocation bonds, interim financing obligations, non-bonded capital lease obligations, and certificates of participation, unless provided by the city.

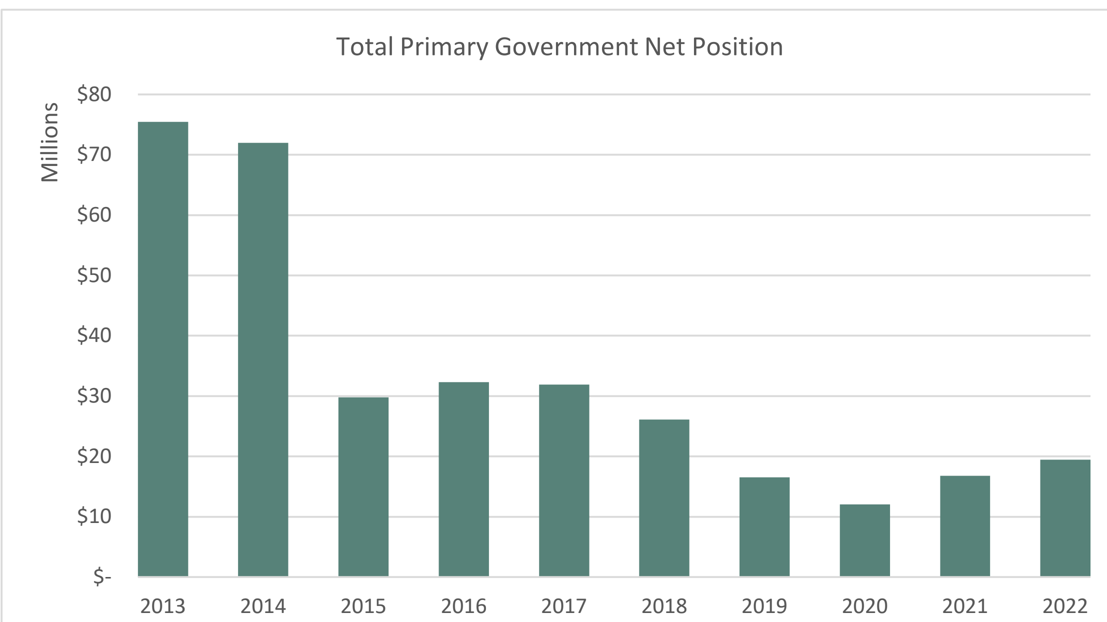
Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the city. The percentage of overlapping debt applicable is estimated by using taxable assessed values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the city's boundaries and dividing it by each unit's total taxable assessed value.

Data Source: HdL Coren & Cone, Contra Costa County Assessor and Auditor Combined 2012/13 Lien Date Tax Rolls
This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

Prepared On 9/20/2022 By MV

City of El Cerrito
Net Position By Component
Last Ten Fiscal Years

	Fiscal Year Ended June 30				
	2013	2014	2015	2016	2017
Governmental activities:					
Net investment in capital assets	$ 61,539,065	$ 63,535,927	$ 62,485,398	$ 61,687,197	$ 60,263,647
Restricted	14,185,459	11,556,030	15,211,282	16,401,240	16,468,323
Unrestricted	(1,090,092)	(3,744,215)	(48,590,298)	(46,508,497)	(45,697,093)
Total governmental activities net position	$ 74,634,432	$ 71,347,742	$ 29,106,382	$ 31,579,940	$ 31,034,877
Business-type activities:					
Net investment in capital assets	$ 227,097	$ 328,697	$ 440,669	$ 674,225	$ 950,099
Restricted	-	-	-	-	-
Unrestricted	579,719	288,935	247,155	72,217	(84,655)
Total business-type activities net position	$ 806,816	$ 617,632	$ 687,824	$ 746,442	$ 865,444
Primary government:					
Net investment in capital assets	$ 61,766,162	$ 63,864,624	$ 62,926,067	$ 62,361,422	$ 61,213,746
Restricted	14,185,459	11,556,030	15,211,282	16,401,240	16,468,323
Unrestricted	(510,373)	(3,455,280)	(48,343,143)	(46,436,280)	(45,781,748)
Total primary government net position	$ 75,441,248	$ 71,965,374	$ 29,794,206	$ 32,326,382	$ 31,900,321



Notes:
In Fiscal Year 20112/13 the City implemented GASB 63, which replaced the term "net assets" with the term "net position."

Cont'd

City of El Cerrito
Net Position By Component
Last Ten Fiscal Years

	Fiscal Year Ended June 30				
	2018	2019	2020	2021	2022
Governmental activities:					
Net investment in capital assets	$ 58,942,988	$ 55,950,869	$ 54,638,042	$ 53,652,456	$ 53,377,263
Restricted	17,041,501	14,225,506	15,240,589	15,859,381	16,029,034
Unrestricted	(50,908,159)	(54,698,365)	(59,443,810)	(55,481,269)	(53,818,045)
Total governmental activities net position	$ 25,076,330	$ 15,478,010	$ 10,434,821	$ 14,030,568	$ 15,588,252
Business-type activities:					
Net investment in capital assets	$ 1,106,285	$ 1,287,089	$ 1,474,133	$ 1,679,420	$ 1,363,893
Restricted	-	-	-	-	-
Unrestricted	(91,433)	(237,733)	152,426	1,079,923	2,514,386
Total business-type activities net position	$ 1,014,852	$ 1,049,356	$ 1,626,559	$ 2,759,343	$ 3,878,279
Primary government:					
Net investment in capital assets	$ 60,049,273	$ 57,237,958	$ 56,112,175	$ 55,331,876	$ 54,741,156
Restricted	17,041,501	14,225,506	15,240,589	15,859,381	16,029,034
Unrestricted	(50,999,592)	(54,936,098)	(59,291,384)	(54,401,346)	(51,303,659)
Total primary government net position	$ 26,091,182	$ 16,527,366	$ 12,061,380	$ 16,789,911	$ 19,466,531

Concluded

City of El Cerrito
Fund Balances of Governmental Funds
Last Ten Fiscal Years

	2013	2014	2015	2016	2017
General Fund					
Non-spendable	48,049	58,326	128,242	170,353	994,742
Restricted	1,055,758	150,445	10,170	10,187	10,205
Committed	-	-	-	-	-
Assigned	-	53,108	-	-	-
Unassigned	1,237,431	1,008,587	1,323,100	1,713,302	(186,227)
Total General Fund	$ 2,341,238	$ 1,270,466	$ 1,461,512	$ 1,893,842	$ 818,720
All other governmental funds					
Non-spendable					
Restricted	12,543,820	8,605,973	8,778,625	10,017,073	15,608,545
Unassigned	(676,189)	(1,420,894)	(1,357,264)	(1,157,537)	(802,928)
Total all other governmental funds	$ 11,867,631	$ 7,185,079	$ 7,421,361	$ 8,859,536	$ 14,805,617

Cont'd

City of El Cerrito
Fund Balances of Governmental Funds
Last Ten Fiscal Years

	Fiscal Year Ended June 30				
	2018	2019	2020	2021	2022
General Fund					
Non-spendable	2,321,077	1,650,928	1,667,511	25,694	200,339
Restricted	-	-	-	-	-
Committed	-	-	-	-	-
Assigned	-	-	-	-	-
Unassigned	(2,333,507)	(1,707,620)	(1,777,532)	7,117,568	16,423,835
Total General Fund	$ (12,430)	$ (56,692)	$ (110,021)	$ 7,143,262	$ 16,624,174
All other governmental funds					
Non-spendable			1,087		
Restricted	16,077,928	13,130,770	14,198,963	14,735,254	14,976,465
Unassigned	(1,368,372)	(322,255)	(513)	-	(91,408)
Total all other governmental funds	$ 14,709,556	$ 12,808,515	$ 14,199,537	$ 14,735,254	$ 14,855,057

Concluded

Financial Statistics - Taxable Sales by Category

City of El Cerrito

(last ten calendar years)

Adjusted for Economic Data	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Apparel Stores	$ 24,230	$ 25,316	$ 25,194	$ 25,871	$ 26,021	$ 28,188	$ 31,403	$ 34,490	$ 25,634	$ 40,198
Food Stores	21,555	21,582	21,678	21,765	21,320	20,421	20,199	20,855	21,087	20,084
Eating and Drinking Places	32,991	35,769	37,782	38,176	41,780	43,171	49,374	54,536	42,086	50,463
Other Retail Stores	215,140	217,340	170,552	168,790	162,129	159,871	152,120	145,348	118,453	126,545
All Other Outlets	60,086	57,418	52,094	55,284	57,966	62,607	61,756	67,170	79,024	76,279
Total *(in thousands of dollars)*	$ 354,002	$ 357,425	$ 307,299	$ 309,885	$ 309,216	$ 314,259	$ 314,851	$ 322,398	$ 286,283	$ 313,569

Sources: State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office, The HdL Companies

Note: Due to confidentiality issues, the names of the ten largest revenue payers are not available. The categories presented are intended to provide alternative information regarding the sources of the City's revenue.

CITY OF EL CERRITO
TOP 25 SALES TAX PRODUCERS
FOR FISCAL YEAR 2021-22

Business Name	Business Category
Atlas Liquors	Convenience Stores/Liquor
Barnes & Noble	Stationery/Book Stores
CVS Pharmacy	Drug Stores
El Cerrito Chevron	Service Stations
Exxon Best Gas & Car Wash	Service Stations
Foot Locker	Shoe Stores
Honda of El Cerrito	New Motor Vehicle Dealers
Ifshin Violins	Music Stores
Jack in the Box	Quick-Service Restaurants
Jo Ann Fabrics & Crafts	Specialty Stores
Los Moles	Casual Dining
Lucky Supermarket	Grocery Stores
Marshalls	Family Apparel
McDonalds	Quick-Service Restaurants
Nug	Cannabis Related
O'Reilly Auto Parts	Automotive Supply Stores
Pastime Hardware	Building Materials
Pet Food Express	Specialty Stores
Petco	Specialty Stores
Petvet Petfood	Specialty Stores
Ross	Family Apparel
Safeway	Grocery Stores
Skechers	Shoe Stores
Trader Joes	Grocery Stores
Walgreens	Drug Stores

Percent of Fiscal Year Total Paid By Top 25 Accounts = 67.31%

Firms Listed Alphabetically for period July 2021 thru June 2022
Source: HdL Companies Report 09/23/22
HdL sources: State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office,

Mayor
Lisa Motoyama
Mayor Pro Tem
Tessa Rudnick

THE CITY OF EL CERRITO

Councilmembers
Paul Fadelli
Gabriel Quinto
Carolyn Wysinger

EL CERRITO CITY COUNCIL DRAFT MINUTES

TUESDAY, FEBRUARY 14, 2023

SPECIAL CITY COUNCIL MEETING (4:00 PM)
Hillside Conference Room - 10890 San Pablo Ave, El Cerrito

Join Via Zoom:
https://us06web.zoom.us/j/85600664650?pwd=OUd2WXByTDIwQmRuZGx1N1h5ZjR3Zz09
Meeting ID: 856 0066 4650 **Password:** 394471 **Dial in:** 1-408-638-0968

Teleconferencing: Consistent with the Brown Act as amended by AB 361 (2021), all individuals may participate in-person at the location listed above, or remotely via zoom. In-person attendance limited to available seats and designated accessible spaces only (no standing room). Masks are strongly recommended (full in-person protocols available here.)

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

Conduct: This meeting shall be conducted pursuant to the El Cerrito City Council Rules of Order and Procedure, including adjourning by 11:00 PM unless extended to a specific time determined by a majority of the Council.

Public Comments:
1. *In-person* by submitting a request to speak to the City Clerk.
2. *Via Zoom* using the "Raise Hand" icon to request to speak.
3. *By Phone* at 1-408-638-0968, dial ***9** to "raise your hand".
4. *By Email* to cityclerk@ci.el-cerrito.ca.us identified in the subject line as **Public Comments – Agenda Item #.**

Written comments received by **2:00 p.m. the day of the meeting** will be provided to the City Council and posted online in advance of the meeting. Comments received after the deadline will be provided to the City Council and will be posted **after the meeting.**

4:00 PM ROLL CALL - CONVENE SPECIAL CITY COUNCIL MEETING

Mayor Motoyama called the meeting to order at 4:06 PM.
Present In-Person: Councilmember Fadelli **Present Remotely:** Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Quinto, Councilmember Wysinger **Absent:** None

1. ORAL COMMUNICATIONS FROM THE PUBLIC

All persons wishing to speak should sign up with the City Clerk. Remarks are typically limited to 3 minutes per person and to items on the special meeting agenda only.
None

2. COMMISSION INTERVIEWS, STATUS AND APPOINTMENTS

Proposed Action: Staff requests that City Council conduct interviews and, at the conclusion of interviews, confer with staff regarding the ongoing recruitments, any remaining vacancies, and the scheduling of further special meetings to conduct interviews (if applicable). Council may decide to make appointments at the conclusion of the meeting.
Contact: Holly M. Charléty, City Clerk, City Management
The City Council conducted 8 interviews and made the following appointments:

Moved/Seconded: Mayor Pro Tern Rudnick/Councilmember Fadelli **Action:** Appointed Jim Dolgonas to CCC Mosquito and Vector Control District Board of Trustees for a full term ending 3/1/2025. **Ayes:** Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Quinto, Councilmember Wysinger **Noes:** None

Moved/Seconded: Councilmember Quinto/Councilmember Wysinger **Action:** Appointed Audrey Faine to Arts and Culture Commission for a partial term ending 3/1/2025. **Ayes:** Mayor Motoyama, Mayor Pro Tern Rudnick, Councilmember Fadelli, Councilmember Quinto, Councilmember Wysinger **Noes:** None

Moved/Seconded: Mayor Pro Tern Rudnick/Councilmember Quinto **Action:** Re-appointed Erin Gillett to Planning Commission for a full term ending 3/1/2027. **Ayes:** Mayor Motoyama, Mayor Pro Tern Rudnick, Councilmember Fadelli, Councilmember Quinto, Councilmember Wysinger **Noes:** None

3. ADJOURN SPECIAL CITY COUNCIL MEETING

The special meeting adjourned at 6:36 PM.

____
Lisa Motoyama, Mayor

This is to certify that the foregoing is a true and correct copy of the minutes of the City Council meeting of February 14, 2023 as approved by the El Cerrito City Council.

____
Holly M. Charléty, MMC, City Clerk

Mayor
Lisa Motoyama
Mayor Pro Tem
Tessa Rudnick

THE CITY OF EL CERRITO

Councilmembers
Paul Fadelli
Gabriel Quinto
Carolyn Wysinger

EL CERRITO CITY COUNCIL DRAFT MINUTES

THURSDAY, FEBRUARY 16, 2023

SPECIAL CITY COUNCIL MEETING (6:00 PM) Hillside Conference Room - 10890 San Pablo Ave, El Cerrito **Join Via Zoom:** https://us06web.zoom.us/j/88638336855?pwd=UGhYb2h5emYrall3WkNUQXQwTHE0QT09 **Meeting ID:** 886 3833 6855 **Password:** 263943 **Dial in:** 1-408-638-0968

Teleconferencing: Consistent with the Brown Act as amended by AB 361 (2021), all individuals may participate in-person at the location listed above, or remotely via zoom. In-person attendance limited to available seats and designated accessible spaces only (no standing room). Masks are strongly recommended (full in-person protocols available here.)

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

Conduct: This meeting shall be conducted pursuant to the El Cerrito City Council Rules of Order and Procedure, including adjourning by 11:00 PM unless extended to a specific time determined by a majority of the Council.

Public Comments:
1. *In-person* by submitting a request to speak to the City Clerk.
2. *Via Zoom* using the "Raise Hand" icon to request to speak.
3. *By Phone* at 1-408-638-0968, dial ***9** to "raise your hand".
4. *By Email* to cityclerk@ci.el-cerrito.ca.us identified in the subject line as **Public Comments – Agenda Item #.**

Written comments received by **2:00 p.m. the day of the meeting** will be provided to the City Council and posted online in advance of the meeting. Comments received after the deadline will be provided to the City Council and will be posted **after the meeting.**

6:00 PM ROLL CALL - CONVENE SPECIAL CITY COUNCIL MEETING

Mayor Motoyama called the meeting to order at 6:02 PM
Present Remotely: Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Quinto (left at 6:46 PM), Councilmember Wysinger **Absent:** None

1. ORAL COMMUNICATIONS FROM THE PUBLIC

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

None

2. COMMISSION INTERVIEWS, STATUS AND APPOINTMENTS

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

The City Council conducted 10 interviews and made the following appointments:

Moved/Seconded: Mayor Pro Tem Rudnick/Councilmember Wysinger **Action**: Appointed Andrew Ting and Patrick Sean Taylor to Arts and Culture Commission, each to a partial term ending 3/1/2024. **Ayes:** Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Wysinger **Absent:** Councilmember Quinto **Noes:** None

Moved/Seconded: Mayor Pro Tem Rudnick/Councilmember Fadelli **Action**: Re-appointed Bruce Yow and Appointed Rebecca Curry to Civil Service Commission, each to a full term ending 3/1/2027. **Ayes:** Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Wysinger **Absent:** Councilmember Quinto **Noes:** None

Moved/Seconded: Councilmember Wysinger/Mayor Pro Tem Rudnick **Action**: Appointed Hugh Vanho and Chi Yu to Design Review Board, Vanho to a partial term ending 3/1/2026 and Yu to a full term ending 3/1/2027. **Ayes:** Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Wysinger **Absent:** Councilmember Quinto **Noes:** None

Moved/Seconded: Councilmember Fadelli/Mayor Pro Tem Rudnick **Action**: Appointed Rebecca Curry to Human Relations Commission to a full term ending 3/1/2027. **Ayes:** Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Fadelli **Abstain:** Councilmember Wysinger **Absent:** Councilmember Quinto **Noes:** None

Moved/Seconded: Mayor Pro Tem Rudnick/Councilmember Fadelli **Action**: Appointed Carinne Brody to Park and Recreation Commission to a full term ending 3/1/2027. **Ayes:** Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Wysinger **Absent:** Councilmember Quinto **Noes:** None

Moved/Seconded: Councilmember Wysinger/Mayor Pro Tem Rudnick **Action**: Appointed Abhijeet Singh and Nathan Tinclair to the Planning Commission, Singh to a partial term ending 3/1/2025 and Tinclair to a partial term ending 3/1/2026. **Ayes:** Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Wysinger **Absent:** Councilmember Quinto **Noes:** None

3. ADJOURN SPECIAL CITY COUNCIL MEETING

The special meeting adjourned at 9:10 PM

____

Lisa Motoyama, Mayor

This is to certify that the foregoing is a true and correct copy of the minutes of the City Council meeting of February 16, 2023 as approved by the El Cerrito City Council.

____

Holly M. Charléty, MMC, City Clerk

Mayor
Lisa Motoyama
Mayor Pro Tem
Tessa Rudnick

THE CITY OF EL CERRITO

Councilmembers
Paul Fadelli
Gabriel Quinto
Carolyn Wysinger

EL CERRITO CITY COUNCIL DRAFT MINUTES

TUESDAY, FEBRUARY 21, 2023

SPECIAL CITY COUNCIL MEETING (5:00 PM)
Hillside Conference Room - 10890 San Pablo Ave, El Cerrito
Join Via Zoom:
https://us06web.zoom.us/j/85380752378?pwd=K1Q1SjJRMGVIZDlTR21jVS9KMHJOZz09
Meeting ID: 853 8075 2378 **Password:** 781931 **Dial in:** 1-408-638-0968

REGULAR CITY COUNCIL MEETING (6:00 PM)
Council Chambers - 10890 San Pablo Ave, El Cerrito
Join Via Zoom:
https://us06web.zoom.us/j/85936897758?pwd=VlBOaEppa0xCL0xIb05vcnJzeTBIZz09
Meeting ID: 859 3689 7758 **Password:** 887875 **Dial in:** 1-408-638-0968

View (Regular Meeting Only):
1. Cable T.V. Broadcast on KCRT Channel 28
2. Livestream Online at www.el-cerrito.org/CouncilMeetingMaterials

Teleconferencing: Consistent with the Brown Act as amended by AB 361 (2021), all individuals may participate in-person at the location listed above, or remotely via zoom. In-person attendance limited to available seats and designated accessible spaces only (no standing room). Masks are strongly recommended (full in-person protocols available here.)

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

Conduct: This meeting shall be conducted pursuant to the El Cerrito City Council Rules of Order and Procedure, including adjourning by 11:00 PM unless extended to a specific time determined by a majority of the Council.

Public Comments:
1. *In-person* by submitting a request to speak to the City Clerk.
2. *Via Zoom* using the “Raise Hand” icon to request to speak.
3. *By Phone* at 1-408-638-0968, dial ***9** to "raise your hand".
4. *By Email* to cityclerk@ci.el-cerrito.ca.us identified in the subject line as **Public Comments – Agenda Item #.**

Written comments received by **2:00 p.m. the day of the meeting** will be provided to the City Council and posted online in advance of the meeting. Comments received after the deadline will be provided to the City Council and will be posted **after the meeting.**

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

Mayor Motoyama called the meeting to order at 5:03 PM.

Present: Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Quinto, Councilmember Wysinger **Absent:** None

1. ORAL COMMUNICATIONS FROM THE PUBLIC

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

Cordell Hindler - commented in favor of hearing from union representatives.

2. CLOSED SESSION CONFERENCE WITH NEGOTIATORS

Pursuant to Government Code Section 54957.6

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

City Council convened to closed session at 5:06 PM. No reportable action.

3. ADJOURN REGULAR CITY COUNCIL MEETING

The special meeting adjourned at 5:40 PM

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

Mayor Motoyama called the meeting to order at 6:03 PM .

Present: Mayor Motoyama (absent from 6:37 - 8:13 PM), Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Quinto, Councilmember Wysinger **Absent:** None

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

2. TELECONFERENCE AND PUBLIC COMMENT INSTRUCTIONS

3. COUNCIL/STAFF COMMUNICATIONS

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

City Manager Pinkos - announced upcoming memorial for former Mayor and Councilmember Janet Abelson.

Mayor Pro Tem Rudnick - announced AC Transit proclamation for Mayor and Former Councilmember Abelson.

Councilmember Fadelli - announced community appreciation day at Macaroni Grill.

Mayor Motoyama - recognized Tibetan New year; announced Green Team Baxter Creek Cleanup day, buy a brick fundraiser with El Cerrito Tennis Club; announced no reportable action from 5:00 PM closed session, and Mayoral letter sent in support of the expansion of the Not in Our Town campaign.

4. ORAL COMMUNICATIONS FROM THE PUBLIC

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

All written comments submitted prior to and during the meeting were posted online as supplemental materials and incorporated into the official meeting record. Written public comments for matters not on the agenda were received from Cordell Hindler, Nick Zamorano, Gary Prost, Sue Duncan, and Scott Tipping.

Oral Public Comments:

Al Miller - commented on the speed of electric powered vehicles on the greenway.

Gary Prost - with Make El Cerrito Fire Safe spoke regarding vegetation management in the Hillside Natural Area.

Susan Duncan - with Make El Cerrito Fire Safe spoke regarding needed improvements to emergency preparedness, use of measure X funds, and home hardening grants.

Igor Tregub - spoke on behalf of Bay Area Ukrainians and thanked the City Council for their reaffirmed support of the Ukrainian people. Announced Flag Raising ceremony event in Berkeley, Performing Art Ceremony event in San Francisco and Fundraising efforts.

Buddy Akacic - spoke regarding the roles of the City Council, and communication between Council and city committees.

Cordell Hindler - expressed concern regarding the lack of installation of speed bumps on Ashbery Avenue.

5. PRESENTATIONS

6. ADOPTION OF THE CONSENT CALENDAR

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

Moved/Seconded: Councilmember Fadelli/Councilmember Quinto
Action: Approved consent calendar items A-E and G-J on the consent calendar as indicated below. **Ayes:** Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Quinto, Councilmember Wysinger
Noes: None

A. Approval of Minutes

Action Proposed: Pass a motion to approve the minutes from the meetings of November 15, December 5, December 6, December 20, 2022, January 17, February 4, and February 7, 2023.
Contact: Holly M. Charléty, City Clerk, City Management
Action: Approved minutes with the following revisions: 11/15/22 - item #3 correct spelling from Lavana to "Lavonna" Martin; 1/17/2023 - correct call to order from Mayor Quinto to Mayor Motoyama, correct item #7A second motion language from electronic methods to "electric methods"; and 2/7/2023 - item #8A first line to read recused to "avoid any potential conflict of interest...", and item #9 correcting reference to West Contra Costa "Advisory Committee" and correct re-appointment to "appointment" to serve.

B. Committee on Aging Appointment

Action Proposed: Approve the Committee on Aging recommendation and re-appoint Dr. Pansy Kwong to the Committee, effective February 22, 2023.
Contact: Bridget Cooney, Recreation Supervisor, Recreation Department
Action: Approved appointment

C. Urban Forest Committee Appointment Recommendation

Action Proposed: Approve an Urban Forest Committee recommendation to reappoint Yan Linhart to the Urban Forest Committee, effective March 1, 2023.
Contact: Stephen Prée, Environmental Programs Manager/City Arborist; Will Provost, Operations and Environmental Services Division Manager; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Action: Approved appointment

D. Environmental Quality Committee Appointment Recommendation

Action Proposed: Approve an Environmental Quality Committee recommendation to reappoint Howdy Goudey and Mark Miner to the Environmental Quality Committee, effective March 1, 2023.

Contact: Christina Leard, Management Analyst III; Will Provost, Operations and Environmental Services Division Manager; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Action: Approved appointment

E. Monthly Disbursement and Check Register Report for October 2022 through January 2023

Action Proposed: Receive and file the Monthly Disbursement and Check Register Reports for the months of October 2022 through January 2023.
Contact: Sandra Dalida, Finance Director/City Treasurer, Finance Department
Action: Received and filed

F. Proclamation Recognizing February 24, 2023 as the "Day of Ukrainian Solidarity" in the City of El Cerrito

Action Proposed: Approve a proclamation declaring February 24, 2023 as the "Day of Ukrainian Solidarity" in the City of El Cerrito.
Contact: Holly M. Charléty, City Clerk, City Management
Pulled from Consent by Mayor Pro Tem Rudnick
Moved/Seconded: Councilmember Quinto/Mayor Pro Tem Rudnick
Action: Approved Proclamation **Ayes:** Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Quinto, Councilmember Wysinger **Noes:** None

G. Resolution Opposing Initiative No. 21-0042A1, the California Business Roundtable "Taxpayer Protection and Government Accountability Act"

Action Proposed: Adopt a resolution in Opposition to the California Business Roundtable "Taxpayer Protection and Government Accountability Act " (Initiative No. 21-0042A1) that would amend the California Constitution with provisions that limit voters' authority and input, adopt new and stricter rules for raising taxes and fees, and make it more difficult to impose fines and penalties for violation of state and local laws.
Contact: Karen Pinkos, City Manager, City Management
Action: Approved Resolution No. 2023-11

H. Authorize City Council and City Advisory Body Meetings to be Held Via Teleconference Pursuant to Assembly Bill 361 (AB 361)

Action Proposed: Adopt a resolution authorizing City Council and City Advisory Body meetings to be held via teleconference through February 28 2023, and making related findings pursuant to AB 361.
Contact: Holly M. Charléty, City Clerk, City Management
Action: Approved Resolution No. 2023-12

I. Amendment to Consulting Services Agreement with Tripepi Smith

Action Proposed: Adopt a resolution to authorize the City Manager to execute an extension to the consulting services agreement with Tripepi Smith for Communication Services.

Contact: Alexandra Orologas, Assistant City Manager, City Management
Action: Approved Resolution No. 2023-13

J. Cooperative Agreement between the City and AC Transit for Design, Construction, Operations and Maintenance of the Rapid Corridors Project

Action Proposed: Adopt a resolution approving and authorizing the City Manager to execute a Cooperative Agreement between the City of El Cerrito (City) and the Alameda-Contra Costa Transit District (AC Transit) for Design, Construction, Operations and Maintenance of the Rapid Corridors Project.
Contact: Roland Lambert, Interim Engineering Manager/Senior Engineer; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Action: Approved Resolution No. 2023-14

7. PUBLIC HEARINGS

8. POLICY MATTERS

A. Library Study Session - El Cerrito Plaza BART TOD Project

Action Proposed: Conduct a study session to review and discuss plans to include a City-owned Library facility as part of the El Cerrito Plaza BART Transit-Oriented Development project, including the cost to the City and funding options, and provide direction to City staff.
Contact: Will Provost, Operations and Environmental Services Division Manager, Public Works Department; Melanie Mintz, Community Development Director, Community Development Department; Karen Pinkos, City Manager, City Management
Mayor Motoyama recused herself to avoid any potential conflict of interest and left the council chambers at 6:37 PM.

Presentation and Discussion: Presenters and staff responded to comments and questions raised by members of the council regarding county support, size of proposed library, accommodations for expected future growth in city population, next steps, requested action, estimated funding assumptions, increasing bond rating, ballot options, survey questions and tools, and cost offset by combining the project with BART development.

All written comments submitted prior to and during the meeting were posted online as supplemental materials and incorporated into the official meeting record. Written public comments for this item were received from Steven Price, Rachel Rosekind, Charles Taylor, David Weinstein, and Al Miller.

Oral Comments
Al Miller - on behalf of the El Cerrito Library Foundation, spoke in support of a library as part of the BART project.

Tom Panas - spoke in support of the project with an increased focus on pedestrian access to the site.

Michael Fischer - commented as the El Cerrito Library Commissioner in support of a new library.

Greg Lyman - spoke in support of a city-owned library as part of the Plaza Bart project, and a ballot measure for funding in March 2024.

Dan Schulman - spoke in support of a library as part of the transit-oriented development, inquired about a plan if ballot measure fails, and options for matching funds.

Rachel Rosekind - commented on the importance of libraries, equity in action, community connection, and need for robust outreach.

Howdy Goudey - spoke in support of the library project, leveraging savings to reinvest in the project, need to focus on the interactions of surrounding areas, and expressed concerns about the project layout.

Rochelle Wheeler - spoke in support of the project, identification of grant funding, and ways to include contributions of neighboring Richmond constituents.

Moved/Seconded: Councilmember Wysinger/Councilmember Fadelli
Action: Passed a motion directing staff to move forward with exploring a ballot measure for library funding**. Ayes:** Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Quinto, Councilmember Wysinger **Noes:** None **Absent:** Mayor Motoyama (recused due to potential conflict of interest)

9. **CITY COUNCIL LOCAL & REGIONAL LIAISON ASSIGNMENTS** *Mayor and City Council communications regarding local and regional liaison assignments and committee reports.*

Mayor Motoyama returned to the Council Chambers at 8:13 PM.

Mayor Pro Tem Rudnick - announced her appointment as Chair for RecycleMore, and reported on a meeting with Make El Cerrito Fire Safe Group.

Councilmember Quinto - reported the upcoming Cal Cities Board meeting and announced his appointment as Vice Chair for Marin Clean Energy.

Mayor Motoyama - reported attendance at the East Bay Economic Development Alliance meeting, the ribbon cutting for CapeQueen Salon, Environmental Quality Commission, Association of Bay Area Government executive board meeting, and spoke at Rosie the Riveter Day of Remembrance event.

10. ADJOURN REGULAR CITY COUNCIL MEETING

The regular meeting adjourned at 8:15 PM.

____
Lisa Motoyama, Mayor

This is to certify that the foregoing is a true and correct copy of the minutes of the City Council meeting of February 21, 2023 as approved by the El Cerrito City Council.

____
Holly M. Charléty, MMC, City Clerk

Mayor
Lisa Motoyama
Mayor Pro Tem
Tessa Rudnick

THE CITY OF EL CERRITO

Councilmembers
Paul Fadelli
Gabriel Quinto
Carolyn Wysinger

EL CERRITO CITY COUNCIL DRAFT MINUTES

TUESDAY, MARCH 7, 2023

SPECIAL CITY COUNCIL MEETING (5:00 PM)
Hillside Conference Room - 10890 San Pablo Ave, El Cerrito
Join Via Zoom:
https://us06web.zoom.us/j/88662612126?pwd=VGF0S1REYWFzTGRvM2FFV08xcVdpQT09
Meeting ID: 886 6261 2126 **Password:** 505123 **Dial in:** 1-408-638-0968

REGULAR CITY COUNCIL MEETING (6:00 PM)
Council Chambers - 10890 San Pablo Ave, El Cerrito
Join Via Zoom:
https://us06web.zoom.us/j/84442333922?pwd=d0dRZmNUdkg4QXNSYVI0NVpvSmxrdz09
Meeting ID: 844 4233 3922 **Password:** 112559 **Dial in:** 1-408-638-0968

View (Regular Meeting Only):
1. Cable T.V. Broadcast on KCRT Channel 28
2. Livestream Online at www.el-cerrito.org/CouncilMeetingMaterials

Teleconferencing: Consistent with the Brown Act as amended by AB 361 (2021), all individuals may participate in-person at the location listed above, or remotely via zoom. In-person attendance limited to available seats and designated accessible spaces only (no standing room). Masks are strongly recommended (full in-person protocols available here.)

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

Conduct: This meeting shall be conducted pursuant to the El Cerrito City Council Rules of Order and Procedure, including adjourning by 11:00 PM unless extended to a specific time determined by a majority of the Council.

Public Comments:
1. *In-person* by submitting a request to speak to the City Clerk.
2. *Via Zoom* using the "Raise Hand" icon to request to speak.
3. *By Phone* at 1-408-638-0968, dial ***9** to "raise your hand".
4. *By Email* to cityclerk@ci.el-cerrito.ca.us identified in the subject line as **Public Comments – Agenda Item #.**

Written comments received by **2:00 p.m. the day of the meeting** will be provided to the City Council and posted online in advance of the meeting. Comments received after the deadline will be provided to the City Council and will be posted **after the meeting.**

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

~~**1. CONSIDER AND TAKE ACTION ON ANY REQUEST FROM A COUNCILMEMBER TO PARTICIPATE IN THE MEETING REMOTELY DUE TO EMERGENCY CIRCUMSTANCES PURSUANT TO AB 2449**~~

~~**2. ORAL COMMUNICATIONS FROM THE PUBLIC**~~
~~*All persons wishing to speak should sign up with the City Clerk. Remarks are typically limited to 3 minutes per person and to items on the special meeting agenda only.*~~

~~**3. CLOSED SESSION CONFERENCE WITH NEGOTIATORS**~~
~~*Pursuant to Government Code Section 54957.6*~~

~~**Agency Designated Representatives:** Karen Pinkos, City Manager; Alexandra Orologas, Assistant City Manager; Shannon Bassi, Senior Human Resources Analyst; Glenn Berkheimer, Labor Negotiator; and Sky Woodruff, City Attorney.~~
~~**Employee Organizations:** Public Safety Management Association; and United Professional Firefighters Local 1230.~~
~~**Contact:** Sky Woodruff, City Attorney, City Management~~

~~**4. ADJOURN SPECIAL CITY COUNCIL MEETING**~~

The 5:00 PM Special Meeting was cancelled.

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

Mayor Motoyama called the meeting to order at 6:02 PM. **Present In-Person:** Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Quinto, **Present Remotely:** Councilmember Wysinger (Just Cause) **Absent:** None

1. CONSIDER AND TAKE ACTION ON ANY REQUEST FROM A COUNCILMEMBER TO PARTICIPATE IN THE MEETING REMOTELY DUE TO EMERGENCY CIRCUMSTANCES PURSUANT TO AB 2449

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

3.

4. TELECONFERENCE AND PUBLIC COMMENT INSTRUCTIONS

5. COUNCIL/STAFF COMMUNICATIONS

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

Councilmember Fadelli - announced upcoming events for Arbor Week including Tree Walk, Trail Trekkers Hillside Plant Walk, and French Broom pull in Hillside Natural Area.

Mayor Motoyama – announced upcoming attendance at the Civicwell Conference.

6. ORAL COMMUNICATIONS FROM THE PUBLIC

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

All written comments submitted prior to and during the meeting were posted online as supplemental materials and incorporated into the official meeting record. Written public comments for matters not on the agenda were received from Cordell Hindler.

Oral Public Comments:
Cordell Hindler - requested future agenda item regarding the recovery of the Port of Oakland and commented on the need for installation of speed bumps on Ashbury.

7. PRESENTATIONS

A. Induction of Norman La Force into the El Cerrito Wall of Fame

Action Proposed: Adopt a Resolution to induct Norman La Force into the El Cerrito Wall of Fame, as directed by the City Council on December 6, 2022.
Contact: Holly M. Charléty, City Clerk, City Management
Presentation and Discussion: City Council members provided thanks and recognition of Mr. La Force's dedication and efforts for the El Cerrito Community.

Public Comments:
Robert Cheasty and Arthur Feinstein- shared comments in support of Mr. La Forces' induction as individuals who submitted the nomination application.

Dave Weinstein - spoke in support of the induction of Mr. La Force and commented on past efforts working with the Trail Trekkers.

Annaliese La Force - spoke in support of her father's induction into the wall of fame.

Moved/Seconded: Councilmember Quinto/Councilmember Fadelli
Action: Approved Resolution No. 2023-15**. Ayes:** Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Quinto, Councilmember Wysinger **Noes:** None

8. ADOPTION OF THE CONSENT CALENDAR

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

Moved/Seconded: Mayor Pro Tem Rudnick/Councilmember Quinto **Action:** Approve consent item # A, C, E-H as indicated below**. Ayes:** Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Quinto, Councilmember Wysinger **Noes:** None

A. Women's History Month Proclamation

Action Proposed: Pass a motion to approve a proclamation designating March as "Women's History Month" and March 8, 2023 as "International Women's Day" in the City of El Cerrito.
Contact: Alexandra Orologas, Assistant City Manager, City Management
Action: Approved proclamation

B. American Red Cross Month Proclamation

Action Proposed: Pass a motion to approve a proclamation declaring March 2023 as American Red Cross Month in the City of El Cerrito and encouraging all Americans to support this organization and its noble humanitarian mission.
Contact: Holly M. Charléty, City Clerk, City Management
Pulled from Consent by Councilmember Rudnick. **Moved/Seconded:** Mayor Pro Tem Rudnick/Councilmember Fadelli **Action:** Approved proclamation **Ayes:** Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Quinto, Councilmember Wysinger **Noes:** None

C. Arbor Week Proclamation

Action Proposed: Pass a motion to approve a proclamation declaring March 7 through March 14, 2023 as Arbor Week in the City of El Cerrito.
Contact: Stephen Prée, Environmental Programs Manager, Public Works Department
Action: Approved proclamation

D. Proclamation Recognizing March 10, 2023 as the 64th Anniversary of the Tibetan Uprising Day

Action Proposed: At the request of Councilmember Quinto, approve a proclamation recognizing March 10, 2023, the 64th anniversary of the Tibetan national uprising, as "Tibet Uprising Day" in the City of El Cerrito and display the Tibetan flag at City Hall.
Contact: Alexandra Orologas, Assistant City Manager, City Management
Pulled from Consent by Mayor Pro Tem Rudnick. **Moved/Seconded:** Councilmember Quinto/Mayor Pro Tem Rudnick **Action:** Approved proclamation **Ayes:** Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Quinto, Councilmember Wysinger **Noes:** None

E. Approve a Modification to the Travel Allotment for Councilmember Gabe Quinto

Action Proposed: Pass a motion to approve an increase to the travel allotment for Councilmember Gabe Quinto for FY 2022-2023 in an amount of $2,100 to cover the cost of attendance at the National League of Cities City Summit.
Contact: Holly M. Charléty, City Clerk, City Management
Action: Approved allotment modification

F. Authorization of Prohousing Incentive Pilot Program Application

Action Proposed: Adopt a resolution authorizing staff to apply for the Prohousing Incentive Pilot Program.
Contact: Aissia Ashoori, Housing Manager, Community Development Department; Melanie Mintz, Community Development Director
Action: Approved Resolution No. 2023-16

G. Amendment No. 1 to Caltrans Freeway Maintenance Agreement for El Cerrito del Norte Transit-Oriented Development Complete Streets Improvement Project and On-going Operations

Action Proposed: Adopt a resolution approving and authorizing the City Manager to execute Amendment No. 1 to the Freeway Maintenance Agreement of State Highways in the City of El Cerrito (FMA Amendment No. 1) between the State of California Department of Transportation (Caltrans) and the City of El Cerrito (City) for the El Cerrito del Norte Transit-Oriented Development (TOD) Complete Streets Improvement Project and on-going operations.
Contact: Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Action: Approved Resolution No. 2023-17

H. Amend Professional Services Agreement for 4Leaf, Inc. for Permit Processing, Inspection, and Other Technical Services

Action Proposed: Adopt a resolution authorizing the City Manager to execute an amendment to the existing professional services agreement with 4Leaf, Inc., to increase the amount for FY 2022-23 from $500,000 to $875,000.
Contact: Melanie Mintz, Community Development Director, Community Development Department
Action: Approved Resolution No. 2023-18

9. PUBLIC HEARINGS

10. POLICY MATTERS

A. Adoption of a Memorandum of Understanding between the City of El Cerrito and the United Professional Firefighters Local 1230

Action Proposed: Adopt a resolution approving an agreement between the City of El Cerrito and the United Professional Firefighters Local 1230 modifying language on salaries, benefits, and creating a new Memorandum of Understanding.
Contact: Shannon Bassi, Senior Human Resources Analyst, Human Resources
Public Comments:
David Ciappara - spoke as a representative of Local 1230 and in support of the proposed agreement.

Moved/Seconded: Mayor Pro Tem Rudnick/Councilmember Quinto
Action: Approved Resolution No. 2023-19. **Ayes:** Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Quinto, Councilmember Wysinger **Noes:** None

B. Construction Contract Award for 2023 Slurry Seal Project, City Project No. C3027.23

Action Proposed: Adopt a resolution approving plans and specifications for the 2023 Slurry Seal Project, City Project No. C3027.23 (Project); accepting the five bids submitted for the Project; authorizing the City Manager to execute a contract in the amount of $912,120 with VSS International, Inc. and to approve change orders in an amount not to exceed $92,000 for the construction of the Project; and amending the Fiscal Year (FY) 2022-23 Adopted Budget and Measure A Annual Program of Maintenance and Improvement to transfer $455,420 from the Measure A Street Improvement Fund Balance to the Measure A Annual Program of Maintenance and Improvement /Capital Outlay for the Project.
Contact: Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Presentation and Discussion: Presenters and staff responded to comments and questions raised by members of the council regarding current city pavement rating, responsibility for paving the Ohlone Greenway, process of identifying streets to pave, source of requested additional funding, and Measure A fund balance.

Moved/Seconded: Councilmember Fadelli/Mayor Pro Tem Rudnick
Action: Approved Resolution No. 2023-20**. Ayes:** Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Quinto, Councilmember Wysinger **Noes:** None

C. FY 2022-23 Second Quarter General Fund Update

Action Proposed: Receive and file the FY 2022-23 General Fund Budget Quarterly update through December 2022.

Contact: Sandra Dalida, Finance Director/Treasurer, Finance Department
Presentation and Discussion: Presenters and staff responded to comments and questions raised by members of the council regarding sources of other transfers, revenue from donations, and real property transfer tax revenue trends.

Action: Received and filed

D. Fiscal Year 2022-23 Midyear Budget Update

Action Proposed: Receive an update on City revenues and expenditures for the first six months of the fiscal year through December 31, 2022 and adopt a resolution authorizing amendment to the FY 2022- 23 budget and approving new spending limits.
Contact: Sandra Dalida, Finance Director/Treasurer, Finance Department
Presentation and Discussion: Presenters and staff responded to comments and questions raised by members of the council regarding accounting for July 4th donations, accountability for use of donated funds, dedicated fund for computer equipment upgrades, vehicle maintenance funds, replacement with clean air vehicles, projections and assumptions, cannabis funds, fund reserve balance, notice of significant shifts in funds between departments, and timing of PERS discount rate change.

Oral Public Comments
Linda Cain - commented on the use of electric vehicles for the fire department and expressed appreciation for the service by fire personnel.

Howdy Goudey - expressed appreciation for the discussion on the city's climate responsibility and requested stronger policy direction.

Moved/Seconded: Councilmember Fadelli/Mayor Pro Tem Rudnick
Action: Approved Resolution No. 2023-21**. Ayes:** Mayor Motoyama, Mayor Pro Tem Rudnick, Councilmember Fadelli, Councilmember Quinto, Councilmember Wysinger **Noes:** None

11. **CITY COUNCIL LOCAL & REGIONAL LIAISON ASSIGNMENTS** *Mayor and City Council communications regarding local and regional liaison assignments and committee reports.*

Mayor Pro Tem Rudnick - reported on attendance at memorial for Councilmember Abelson, Park and Recreation Commission meeting, and community art show on Scott Street.

Councilmember Quinto - reported on attendance at Cal Cities Board of Director meeting and announced upcoming trip to Washington DC representing both the City and Marin Clean Energy.

Councilmember Wysinger - reported on attendance at Economic Development Committee meeting.

Motoyama - reported on attendance at the women elected leaders of west Contra Costa County, Design Review Board meeting, Tibetan association new year's celebration, and memorial for Councilmember Abelson, meeting with Make El Cerrito Fire Safe, Arts and Culture Commission meeting, Elk Lodge Recognition dinner, and Contra Costa Mayors Conference.

12. ADJOURN REGULAR CITY COUNCIL MEETING

The regular meeting adjourned at 8:30 PM in memory of former city employee Noel Ibalio.

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Lisa Motoyama, Mayor

This is to certify that the foregoing is a true and correct copy of the minutes of the City Council meeting of March 7, 2023 as approved by the El Cerrito City Council.

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Holly M. Charléty, MMC, City Clerk

EL CERRITO CITY COUNCIL PROCLAMATION
Designating March 2023 as Prescription Drug Abuse Awareness Month

WHEREAS, when used as prescribed by a doctor, prescription medicines such as stimulants, sedatives and opioids can be helpful in treating many illnesses, but when these medications are misused, they can have serious consequences[1]; and

WHEREAS, many prescription drugs can alter a person's thinking and judgment, and can lead to health risks, including addiction, drugged driving, infectious disease, and adverse effects on pregnancy[2]; and

WHEREAS, anyone who takes prescription opioids can become addicted to them. In fact, as many as one in four patients receiving long-term opioid therapy in a primary care setting struggles with opioid use disorder (OUD); Furthermore, prescription opioid overdose deaths also often involve benzodiazepines. Benzodiazepines are central nervous system depressants used to sedate, induce sleep, prevent seizures, and relieve anxiety. The Centers for Disease Control and Prevention (CDC) recommends avoiding taking benzodiazepines while taking prescription opioids whenever possible due to the risk of overdose[3]; and

WHEREAS, in 2021 in Contra Costa County there were 498,097 opioid prescriptions given to patients which is an age-adjusted rate of 349.6 per 1,000 residents, higher than the state rate of 321.7. A total of 21,016 emergency department visits occurred in California that were related to any opioid overdose and 341 of those visits occurred in Contra Costa County. According to the Center for Disease Control (CDC), 106,699 drug overdose deaths occurred nationally in 2021, 80,411 were from opioids and 183 of those opioid related overdose deaths occurred in Contra Costa County[4]; and

WHEREAS, synthetic opioids other than methadone (primarily fentanyl) and stimulants such as methamphetamine were the main drivers of drug overdose deaths in the U.S. in 2021[5]; and

WHEREAS, to help prevent substance use disorder and overdose deaths, the El Cerrito City Council encourages community members to dispose of their expired and unwanted prescription drugs throughout the year and safely store those still needed; and

WHEREAS, the Contra Costa County Medication Education and Disposal Safety (MEDS) Coalition engages all community members in the county to participate in Prescription Drug Abuse Awareness Month activities to raise prescription drug safety awareness.

NOW THEREFORE, the City Council of the City of El Cerrito does hereby proclaim March 2023 as Prescription Drug Abuse Awareness Month in the City of El Cerrito and encourages all residents to participate in prescription drug abuse related prevention activities and pledge to, "Spread the Word… One Pill Can Kill."

Dated: March 21, 2023

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Lisa Motoyama, Mayor

[1] https://www.drugabuse.gov/drug-topics/prescription-medicines
[2] https://www.drugabuse.gov/drug-topics/commonly-used-drugs-charts#prescription-opioids
[3] https://www.cdc.gov/opioids/basics/prescribed.html
[4] https://skylab.cdph.ca.gov/ODdash/?tab=CTY
[5] https://nida.nih.gov/research-topics/trends-statistics/overdose-death-rates

EL CERRITO CITY COUNCIL PROCLAMATION
Designating April 2, 2023 as Education & Sharing Day in El Cerrito

WHEREAS, a quality education is one of the significant foundations for the continuing success of our state, our country, and our society at large; and in the city of El Cerrito we strive for the betterment of all of our citizens through an increased focus on education and sharing; and

WHEREAS, through providing the possibility of an excellent education for all, especially children, with which to gain knowledge through rigorous study, we can create hope for a brighter, kinder and more united and prosperous future in the lives of so many; and

WHEREAS, the educational system must also focus on building character by emphasizing the cultivation of universal moral and ethical values that have been the bedrock of society from the dawn of civilization; and

WHEREAS, one of the leading global advocates for the advancement of education, the Lubavitcher Rebbe, Rabbi Menachem Schneerson, of righteous memory, stressed the importance of moral and ethical education as the bedrock of humanity and the hallmark of a healthy society, and strongly urged that education be reinforced by the inculcation of strong moral values; and

WHEREAS, in recognition of the Rebbe's outstanding and lasting contributions toward improvements in world education, morality, and acts of charity, he was awarded the Congressional Gold Medal, and the United States Congress has established his birthdate as a national day to raise awareness and strengthen the education of our children; and

WHEREAS, April 2, 2023 will mark 121 years since the Rebbe’s birth, and the date will be celebrated across these United States and around the globe in tribute to the Rebbe’s vision, guidance and leadership; and

WHEREAS, for more than forty years the President of the United States has recognized and honored the Rebbe's vision each year on that day by proclaiming it "Education & Sharing Day USA".

NOW, THEREFORE, the City Council of the City of El Cerrito, does hereby proclaim April 2, 2023, as Education and Sharing Day in the City of El Cerrito and call upon government officials, educators, volunteers, and residents to reach out to those within your communities and work to create a better, brighter, and more hopeful future for all.

Dated: March 21, 2023

Lisa Motoyama, Mayor

AGENDA BILL

Agenda Item No. 7.D.

Date: March 21, 2023
To: El Cerrito City Council
From: Aissia Ashoori, Housing-Economic Development Manager
Subject: Economic Development Committee Appointments

ACTION PROPOSED

Approve an Economic Development Committee recommendation to reappoint member Jean Shrem and George Gager, effective March 1, 2023.

BACKGROUND/ANALYSIS

Jean Shrem has resided in El Cerrito for twenty-four years. She is a licensed attorney and operates her law practice in El Cerrito. As a local business owner who specializes in business law, her experience and skills are of great value to the Economic Development Committee (EDC). Ms. Shrem has demonstrated through her many years of service to the EDC that she is committed to the economic prosperity of local businesses, which is aligned with the mission of EDC and adds value to community involvement.

George Gager has resided in El Cerrito for over twenty years. Mr. Gager is a business professional and executive who has served on the Committee since November 19, 2014. He is also an active member of the Arts and Culture Commission. Mr. Gager has demonstrated through his participation in EDC meetings and events that he is committed to keeping with the mission of the Committee and bolstering economic growth in our community.

The Economic Development Committee voted unanimously to recommend both appointments at its regular meeting on February 27, 2023.

If the Council approves this recommendation for reappointment, the number of committee members will be 11 out of a possible membership total of 15, as established by Resolution 2013-66.

STRATEGIC PLAN CONSIDERATIONS

Approval of the re-appointments will help fulfill the City of El Cerrito Strategic Plan Goal C "Deepen a sense of place and community identity” with the identified strategy “Celebrate the City’s diversity by welcoming residents of all ages and cultures and encouraging their civic involvement”.

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS
This section is not applicable to this agenda item.

LEGAL CONSIDERATIONS
This section is not applicable to this agenda item.

Reviewed by:

Alexandra Orologas, Assistant City Manager

Attachments:
Application(s) on File with the City Clerk

AGENDA BILL

Agenda Item No. 7.E.

Date: March 21, 2023
To: El Cerrito City Council
From: Bridget Cooney, Recreation Supervisor, Recreation Department
Subject: Committee on Aging Appointments

ACTION PROPOSED

Approve the Committee on Aging recommendation and re-appoint Janet James and Kim Marlia to the Committee, effective March 1, 2023.

BACKGROUND AND ANALYSIS

In January 2023, the City received applications from Janet James and Kim Marlia to continue serving on the Committee on Aging (COA). Janet James has been serving on the COA since 1998 and Kim Marlia has been serving on the COA since 2012. At their February 15, 2023 meeting, the COA voted to recommend to the City Council the re-appointment of both Janet James and Kim Marlia to the COA.

Janet James has been the Executive Director of Eskaton Hazel Shirley Manor since it opened in 1986. She has been a long-time El Cerrito resident for over 40 years. As Executive Director of Eskaton Hazel Shirley Manor, Janet is committed to serving low-income seniors in El Cerrito. Ms. James is dedicated and passionate about serving seniors in the community and hopes to continue serving on the COA.

Kim Marlia worked as a litigation attorney for the U.S. Department of Housing and Urban Development, focusing on enforcing Fair Housing laws for over ten years. He has been a long-time El Cerrito resident for over 23 years. As a member of the COA, Kim helped develop and continues to be a part of the Centenarian Recognition program which gives a Mayoral Certificate of Recognition to El Cerrito residents who are 100 years old or older. Kim is dedicated to serving seniors in the community and hopes to continue serving on the COA.

If the City Council approves these recommendations, the number of Committee members will be ten out of a possible membership total of fifteen.

STRATEGIC PLAN CONSIDERATIONS

Approval of the re-appointment of Janet James and Kim Marlia to serve on the Committee on Aging will help fulfill the City of El Cerrito Strategic Plan Goal C "Deepen a sense of place and community identity” with the identified strategy “Celebrate the City’s diversity by welcoming residents of all ages and cultures and encouraging their civic involvement”.

ENVIRONMENTAL CONSIDERATIONS
This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS
This section is not applicable to this agenda item.

LEGAL CONSIDERATIONS
This section is not applicable to this agenda item.

Reviewed by:

Alexandra Orologas, Assistant City Manager

Attachments:
Application(s) on File with the City Clerk

AGENDA BILL

Agenda Item No. 7.F.

Date: March 21, 2023
To: El Cerrito City Council
From: Diego Romero, Assistant Planner; Aissia Ashoori, Housing-Economic Development Manager; Sean Moss, Planning Manager, Community Development Department
Subject: Annual Progress Report for the General Plan & Housing Element

ACTION PROPOSED

Receive and file the attached 2022 Annual Progress Report on the General Plan and Housing Element.

BACKGROUND

Government Code Section 65400(b) requires that an annual General Plan progress report be provided to the local legislative body, the Governor's Office of Planning and Research (OPR), and the Department of Housing and Community Development (HCD). The purpose of the report is to discuss the City's progress in implementing the General Plan, meeting its share of regional housing needs, and removing governmental constraints to the maintenance, improvement and development of housing.

ANALYSIS

The attached report (Attachment 1) covers the period from January 1, 2022 to December 31, 2022, and reports on the progress the City made in 2022 toward achieving each policy identified in the General Plan. The Housing Element is one of the seven required elements, or chapters, of the General Plan. HCD provides specific tables for jurisdictions to use for reporting on the progress of the Housing Element. The 2022 Housing Element Progress Report is included as Attachment 2. After the City Council's review, the report will be forwarded to the Governor's Office of Planning and Research and the Department of Housing and Community Development.

The following two sections highlight important achievements of the City that are detailed in the reports with respect to implementation of the General Plan, and the Housing Element specifically.

<u>General Plan Highlights</u>

The San Pablo Ave Specific Plan update and Supplemental Environmental Impact Report were adopted in December 2022 to allow for additional development capacity within the Specific Plan area. As part of this update, residential projects of 5 units or more located in the Specific Plan area are now required to use only electricity as an energy source, with limited exceptions for natural gas use, which will help transition buildings to run on 100% renewable energy.

The City also issued a Request for Proposals in 2022 for the preparation of an update to the City's Climate Action Plan. In 2023, the City will begin the Climate Action Plan update to achieve more ambitious targets, likely with the goal of achieving net zero emissions citywide.

In 2022, the Design Review Board approved a project at 6115 Potrero Ave, which represents an entitlement of a total 63 new residential units and 6,220 square feet of ground floor commercial space which includes a proposed restaurant and brewery.

The design of the El Cerrito del Norte Transit Oriented Development (TOD) Complete Streets Improvement Project was substantially completed in 2022. This project consists of access, safety and circulation improvements for bicyclists, pedestrians, transit riders, and motorists to support the El Cerrito del Norte BART Station and transit-oriented development in the San Pablo Avenue Uptown District. Improvements to be constructed as part of the project consist of enhanced and new protected crosswalks, new context-sensitive bikeways, bus boarding islands, circulation improvements, and various streetscape enhancements. Construction is anticipated to begin in the fall of 2023.

The City also created a new position and hired a Sustainable Transportation Program Manager who, among other things, will be tasked with developing a new parking management program to efficiently manage parking around the proposed El Cerrito Plaza Station TOD project as well as advance other multimodal improvements throughout the City.

In 2022, the City began a pilot program with GIG carshare to launch a dockless car sharing program, providing an additional transportation option for individuals that do not own a car and supporting first-mile/last-mile solutions to increase the use of public transportation.

In this same year, the City was also able to return to sponsoring special events like the popular World One 4th of July Festival at Cerrito Vista Park, which had been paused due to the global COVID-19 pandemic. The City also hosted, supported, and participated in a number of environmental events and programs, including: Bike to Work Day, the "Bringing Back the Natives" Garden Tour, and hosting a number of volunteer work parties. The City Council also passed a resolution that ended the local state of emergency as of December 31, 2022.

Housing Element Highlights

In 2022, the City completed several efforts to produce, protect and preserve the City's housing stock. Some of these key initiatives are described further below. While this list is not exhaustive, it is intended to focus on implementation efforts that will advance through the 6th Cycle Housing Element between 2023-31.

In 2018, the City received grant funding from HCD and the Metropolitian Transportation Commission (MTC) to fund/update the San Pablo Avenue Specific Plan, including a Supplemental Environmental Impact Report (SEIR) and an analysis of opportunity sites. The San Pablo Avenue Specific Plan supports various housing goals and measurably accelerates housing production through CEQA streamlining. The SEIR and Specific Plan Update were certified and adopted respectively on December 6, 2022, providing development capacity for 2,500 new housing units which will assist in fulfilling the City's Regional Housing Needs Assignment of 1,400 new units during 2023-2031 planning period.

Mayfair Affordable (11690 San Pablo Avenue) received a funding award of $27 million through the Affordable Housing Sustainable Communities Program as part of a joint application between BRIDGE Housing, the City and BART. The City also partnered with BRIDGE Housing in 2022 to secure funding through the Contra Costa County, Permanent Local Housing Allocation Program. This transit-oriented development is slated to break ground in early 2024 and once completed will provide 69 units of affordable housing.

Due to the pandemic, the Residential Rental Inspection Program (RRIP) was suspended in 2020. During this time, the City continued to respond to resident requests on an as-needed basis. Based on public health guidance, City staff was able to resume its proactive RRIP in 2022.

Beginning in 2022, staff worked with a consultant through the City's procurement process to identify and screen the City's existing housing stock to confirm and quantify residential buildings with potential seismic deficiencies resulting from the inclusion of suspected wood frame target stories (WFTS) — also known as soft stories. The analysis will inform future policy considerations regarding the City's existing housing stock. This opportunity was made possible through a grant from the Federal Emergency Management Agency and the Governor's Office of Emergency Services under the Hazard Mitigation Grant Program.

STRATEGIC PLAN CONSIDERATIONS

The Strategic Plan establishes the vision and goals for El Cerrito which are consistent with the goals and policies of the General Plan. Each goal of the Strategic Plan is represented within the programs, policies, and efforts that have been identified in these reports.

ENVIRONMENTAL CONSIDERATIONS

Preparation and submission of this report is not a project pursuant to the California Environmental Quality Act (CEQA) and is therefore not subject to environmental review. All required environmental review of projects identified in the report will be conducted prior to commencing each project.

FINANCIAL CONSIDERATIONS

Expenditures for projects and efforts identified in these reports are evaluated on an ongoing basis through the City's budget process as needed.

LEGAL CONSIDERATIONS
The City Attorney has reviewed this agenda bill and the attached reports.

Reviewed by:

Alexandra Orologas, Assistant City Manager

Attachments:
1. 2022 Annual General Plan Progress Report
2. 2022 Housing Element Annual Progress Report

Annual Progress Report on the General Plan 2022

March 2023

City of El Cerrito
Community Development Department
10890 San Pablo Avenue
El Cerrito, CA 94530

INTRODUCTION

As required by Government Code Section 65400(b), every city must submit an annual progress report to their legislative body, the Governor's Office of Planning and Research (OPR), and the Department of Housing and Community Development (HCD) on the implementation status of their General Plan. The annual report must also include discussion on the City's progress in providing its required share of affordable housing pursuant to Government Code Section 65584 and its efforts to remove governmental constraints for the maintenance, improvement and development of affordable housing per Section 65583.c(3) of the California Government Code.

This General Plan Annual Progress Report covers the period from January 1, 2022 to December 31, 2022.

The purpose for the Annual Progress Report is to assess how the General Plan is being implemented in accordance with adopted goals, policies and implementation measures; identify any necessary adjustments or modifications to the General Plan as a means to improve local implementation; provide a clear correlation between land use decisions that have been made during the 12-month reporting period and the goals, policies and implementation measures contained in the General Plan; and, to provide information regarding local agency progress in meeting its share of regional housing needs.

BACKGROUND

On August 30, 1999, the El Cerrito City Council adopted the City's current General Plan for implementation. The General Plan has nine elements contained within four separate chapters: Community Development and Design, Transportation and Circulation, Public Facilities and Services, Resources and Hazards. The General Plan contains the seven state-required elements which are land use, circulation, housing, conservation, open space, safety and noise. The State allows the combining of elements or the addition of new elements as long as the required seven elements are present in some fashion.

The General Plan is the City's vision for achieving more balanced residential, commercial, and civic uses within the city. The process of preparing the General Plan took place in 1998 and 1999 as the City embarked on a program to bring its 1975 General Plan up to date so that it could better meet future challenges. The process resulted in the following ten key principles designed to improve the quality of development and the long-term fiscal health of the City so that it can remain an attractive place to live and work:

1. No major changes in land-use patterns are expected to occur.
2. Emphasis will be on quality of development.
3. Incentives, if used, will have clear criteria and limits.
4. Emphasis will be on impacts of development, not on the type of development itself.
5. Increased residential development, where allowed, must be done with care in order to enhance neighborhoods.
6. New development in the San Pablo Avenue Corridor will be encouraged to take place in mixed-use activity centers that may extend up selected perpendicular streets in order to allow a more pedestrian friendly environment.

7. The preservation and enhancement of natural features – trees, creeks, natural open space areas – and historical features will be a high priority for the City.
8. The City should have distinct destination areas, including commercial areas, a civic center and community meeting places.
9. Development should contribute to the fiscal health of the City while minimizing adverse impacts.
10. Access should be improved by balancing automobile use with improved transit, bicycle, and pedestrian opportunities.

The General Plan sets forth the City's policies regarding the types and locations of future land uses and activities. It describes the desired character and quality of development as well as the process for how development should proceed.

While this General Plan can address many City issues, factors beyond El Cerrito's control have significant influence over its future land use and development patterns:

- Market forces play an important role in determining what types of uses are economically feasible and, therefore, built.
- Land use and transportation decisions in other cities and counties, and by state and regional agencies, affect El Cerrito.
- Our system of property rights places certain limitations on what cities can do in prescribing future land uses.
- California environmental law requires that we designate land uses in accordance with available infrastructure capacity (streets, sewer, water, natural resources, etc.).

Thus, in creating the current General Plan, El Cerrito went through a process that ascertained the community's values for future land uses and activities, and balanced these values with market factors, city revenues, environmental constraints, and private property rights.

The El Cerrito General Plan reflects the aspirations and values of El Cerrito's residents and their elected representatives. The City Council, Planning Commission and staff use the Plan in considering land use and planning-related decisions. City staff uses the Plan on a day-to-day basis to administer and regulate land use and development activity. Citizens can use the Plan to understand the City's approach to regulating development, protecting resources, and upholding community values.

GENERAL PLAN ADOPTION AND AMENDMENTS

1. Adoption Dates of Mandatory General Plan Elements

General Plan Element	Latest Adoption
Land Use	1999
Circulation	1999
Housing	2015
Open Space	1999
Conservation	1999

Safety	1999
Noise	1999

2. List of General Plan Amendments

- The 2013 Growth Management Element Update.
- 2014 amendments to enable adoption of the San Pablo Avenue Specific Plan, including amendments to Chapter 2: Strategic Approach, Chapter 4: Community Development and Design, and Chapter 5: Transportation and Circulation and amendments to the General Plan land use map.
- The 2015-2023 Housing Element.

GENERAL PLAN UPDATES

Safety Element

City staff plans to issue a Request for Proposals for an update to the City's Safety Element in 2023. Staff will return to the City Council with a budget authorization for this effort.

Overall General Plan Update

At this time, funding for a complete General Plan update must be identified.

GENERAL PLAN IMPLEMENTATION

Chapter 4: Community Development and Design

Land Use

Goal LU1: A high-quality residential character within El Cerrito.

The City continued to implement the 2008 Zoning Ordinance and the San Pablo Avenue Specific Plan, which promote a high-quality of development. In 2022, the City issued 1,377 building permits, took in 1,506 building permit applications, conducted 7,398 building inspections, and 170 rental housing inspections. It also reviewed 160 planning entitlements.

Goal LU2: A land use pattern and mix of uses that contribute to the financial health and stability of the community.

The City continued to implement the San Pablo Avenue Specific Plan and processed several land use applications in the Specific Plan area that represented a range of land uses, including a preschool and mixed use project. This included six Tier I Design Review applications that improved the façades, added signs and generally improved storefronts of many new and existing businesses. In 2022, two new applications were submitted to the City for new multifamily development projects, which propose 322 new dwelling units.

An update to the San Pablo Avenue Specific Plan and a Supplemental Environmental Impact Report were adopted in December 2022 to allow for additional development capacity.

New developments often entail a transfer of property and are reassessed both at transfer and upon development and contribute substantially higher property taxes to the City then the previous uses, as well as providing both opportunities for new businesses (for properties containing commercial and/or live-work space) and new customers and pedestrian-traffic for existing commercial properties and businesses.

In 2022, the City continued to use grant funding to assist in the preparation of program Supplemental Environmental Impact Report (SEIR) for the San Pablo Avenue Specific Plan update, which was certified in December 2022. In 2022, the City also used a Local Early Action Planning (LEAP) from the California Department of Housing and Community Development grant to help fund the City's Housing Element update. These updates will allow for continued development pursuant to the Specific Plan, building on the plan's success, to date.

Goal LU3: A development pattern that enhances a strong sense of community.

Implementation of the San Pablo Avenue Specific Plan continued to move forward. In 2022, the Design Review Board approved one new residential development project within the Specific Plan area. This project represents an entitlement of a total 63 new residential units and 6,220 square feet of ground floor commercial space. This project at 6115 Potrero Ave was approved by the Design Review Board on May 4, 2022.

The project at 6115 Potrero Ave is expected to add activity to the City's Uptown area with a proposed brewery and restaurant and a 1,000 square foot outdoor patio along San Pablo Avenue. This project will enhance the sense of place along Potrero and San Pablo Avenue and add activity to the City's major corridor. These new spaces will serve as important amenities for the community.

Goal LU4: A safe, attractive, and interesting community

The City continued to implement community policing to promote public safety.

The City's building projects, both large and small were subject to a vigorous review and inspection process.

The City's Arts and Culture Commission continued to promote efforts to support public art in the community.

In 2022, the Design Review Board approved two projects (1755 Eastshore & 6115 Potrero) which will either provide public art as part of the project or make an in-lieu contribution equal to one percent of development cost (up to a maximum of $150,000).

Goal LU5: A land use pattern and types of development that support alternatives for the movement of people, goods, and ideas.

The City continued implementation of San Pablo Avenue Specific Plan including identifying sources of funding for the Complete Streets component of the Plan which addresses the safety and usability of streets in the plan area. The City's Transportation Impact Fee (TIF), which was adopted in 2019 (see discussion under Goal GM4) will provide funding for improvements in the Complete Streets chapter of the Specific Plan. The City also continues to seek funding and develop projects for improvements identified Active Transportation Plan, which promotes transportation modes that are alternatives to the automobile. The City also continues to seek funding and develop projects for improvements identified Active Transportation Plan, which promotes transportation modes that are alternatives to the automobile. Notably, in 2022 the design of the El Cerrito del Norte TOD Complete Streets Improvement Project, which implements key elements of both the Specific Plan and Active Transportation Plan, was substantially completed and construction as anticipated to begin in fall 2023. This project is intended to support and catalyze Transit Oriented Development (TOD) by creating a safe and comfortable environment that balances the needs of all street users, to improve pedestrian and bicyclist safety and access to housing and the del Norte BART Station, to encourage mode-shift to walking, biking and taking transit, and to support economic development in Uptown El Cerrito by creating a “sense of place”.

In addition, the City continued to implement the Active Transportation Plan, which promotes transportation modes that are alternatives to the automobile.

Goal LU6: Development patterns that promote energy efficiency, conservation of natural resources, and use of renewable rather than nonrenewable resources.

The City continued to implement the Zoning Ordinance, adopted in 2008, and the San Pablo Avenue Specific Plan, adopted in 2014, and updated in 2022. The Specific Plan puts a focus on more intense development within the Plan area and specifically near the City’s two BART stations. By focusing development near existing public transportation infrastructure, the San Pablo Avenue Specific Plan aims to achieve mode shift, reduce dependence on automobile trips and increasing public transportation, bicycle and pedestrian trips. Additionally, in updating the San Pablo Avenue Specific Plan in 2022, the City is now requiring residential projects of 5 units or more located in the Specific Plan Area to only use electricity, with limited exceptions for natural gas use, which will help transition buildings to run on 100% renewable energy as the energy grid transitions to a higher levels of renewable energy.

The City continued to implement the Climate Action Plan which identifies encouraging higher-density, transit-oriented development and improving pedestrian and bicycle infrastructure to reduce overall vehicle miles traveled and resource conservation measures to achieve greater energy and water efficiency as methods to achieve the City’s greenhouse gas reduction targets. The City also continued to monitor and evaluate energy use in the organization’s operations to identify opportunities to reduce usage, greenhouse gas emissions, and costs. In 2022, the City issued an RFP for the preparation of an update to the City’s Climate Action Plan. In 2023, the City will begin the Climate Action Plan update to achieve more ambitious targets, likely with the goal of achieving net zero emissions citywide.

The City continued to implement the California Green Building Standards Code, which requires high levels of energy efficiency in new construction.

In 2022, the City continued to implement a property transfer tax and offered a rebate program for qualifying energy and water conservation measures and for seismic upgrades. In 2022, 29 properties utilized this rebate.

Community Design

Goal CD1: A city organized and designed with an overall attractive, positive image and "sense of place."

The City continued to implement the San Pablo Avenue Specific Plan which promotes high-quality development along San Pablo Avenue in order to promote vibrant public spaces and enhance the sense of place. The Specific Plan also requires the provision of publicly accessible open space in larger projects, or payment of an in-lieu fee for the City to invest in open space. Development of new open spaces along San Pablo Avenue will further enhance the attractiveness and sense of place along the City's primary mixed use corridor.

Goal CD2: A city with attractive, safe, and functional streets, parking areas, and pedestrian walkways.

In 2022, the City continued to implement the El Cerrito Active Transportation Plan. The plan provides a blueprint for continuing the City's investment in improving safety and providing facilities and infrastructure for bicyclists and pedestrians, based on the changing demands and standards as well as the current goals of the City.

The City has also continued implementation of the Green Infrastructure Plan, approved by the El Cerrito City Council in 2019, to add stormwater facilities to public spaces while making streets more attractive for pedestrians and cyclists. In 2021, construction was completed on the San Pablo Avenue Green Stormwater Spine Project, which was included in the Urban Greening Plan.

As noted above, in 2022, the design of the El Cerrito del Norte TOD Complete Streets Improvement Project, which implements key elements of both the Specific Plan and Active Transportation Plan, was substantially completed and construction as anticipated to begin in fall 2023. Improvements to be constructed as part of the project consist of enhanced and new protected crosswalks, new context-sensitive bikeways, bus boarding islands, circulation improvements, and various streetscape enhancements.

Projects within the Specific Plan area are also required to improve their sidewalk frontages. The Mayfair development, near the del Norte BART station, which is nearly complete also adds a public pedestrian "mew" or walkway which cuts through the block from San Pablo Avenue to Kearney Street.

Goal CD3: A city with attractive landscaping of public and private properties, open space, and public gathering spaces.

The Design Review Board continued to review new landscaping plans on private properties within the Specific Plan area. The Specific Plan continued to require the provision of publicly accessible, privately maintained open space or the payment of an in-lieu fee to create new open spaces and enhance existing open spaces.

Goal CD4: Well designed buildings that are compatible with their surroundings.

The City continued to implement the design review process pursuant to the Zoning Ordinance and the San Pablo Avenue Specific Plan to ensure that new development is well-designed.

Goal CD5: A design process that achieves design objectives while being efficient and allowing for flexibility.

The City continued to utilize the design review process to achieve the General Plan goals above. Design review in the City of El Cerrito is intended to encourage high-quality design, well-crafted and maintained buildings and landscaping, the use of higher-quality building materials, and attention to the design and execution of building details and amenities in both public and private projects. The San Pablo Avenue Specific Plan's Tier IV Design Review process is intended to provide flexibility for projects that do not comply with all development standards in the Specific Plan. Additionally, the Specific Plan also allows administrative approval waivers to specified development standards. The San Pablo Avenue Specific Plan update, adopted in December 2022 revised and clarified the Tier IV Design Review and waivers processes to improve flexibility.

Goal CD6: An urban form that sustains a vital commercial community to meet the diverse needs of the local and regional population.

The City continued to implement the San Pablo Avenue Specific Plan. It encourages mixed use development including commercial uses in addition to intensified residential uses along San Pablo Avenue. The plan strives to create a range of residential unit types which will provide diverse housing types along the Avenue. The new residents of these units will help support successful commercial businesses along San Pablo Avenue and contribute to more vitality in the commercial nodes along San Pablo Avenue.

Housing

See attachment for Housing Element annual report.

Growth Management

Goal GM1: A coordinated regional and sub-regional planning system that provides better service and less congestion for residents of El Cerrito.

The City continued to serve on the West Contra Costa Transportation Advisory Committee (WCCTAC), Technical Advisory Committee and Contra Costa Transportation Authority (CCTA), Technical Coordinating Committee on planning and funding efforts for regional transportation improvements in Contra Costa County. City staff provided input on various planning studies for the region including WCCTAC's San Pablo Avenue Multimodal Corridor Study Phase 2 Study and the CCTA's update to the West County Action Plan.

City staff is participating in the I-80 Design Assessment Alternative Study focusing on improving conditions for public transit and HOVs.

The City is also working regionally to introduce programs and technologies that support density and reduce the reliance on and need for car ownership. In 2022, the City began a pilot program with GIG carshare to launch a dockless car sharing program, providing an additional transportation option for individuals that do not own a car and supporting first-mile, last-mile, solutions to increase use of public transportation.

Finally, City staff continued participating in BART's Berkeley El Cerrito Corridor Access Plan a collaborative effort between BART and the cities along its R-line to identify station access strategies for communities served by the El Cerrito Plaza, North Berkeley, Downtown Berkeley, and Ashby BART stations before 2500 mixed-income apartments are built on the three parking lots. The proposed development will change how BART customers in the surrounding communities get to and from the stations. The goal of the plan is to develop strategies that equitably distribute investments in walking, rolling, biking, riding transit, driving, and parking. The public draft plan was review for public comment in late 2022 and the plan is already helping City staff and BART seek funding for transportation improvements.

Goal GM2: Compliance with applicable level of service standards.

The City, through the CEQA review process, continued to ensure that new development meets the level of service standards in the General Plan and San Pablo Avenue Specific Plan.

The City continued to implement the San Pablo Avenue Specific Plan. The Plan adopted new service standards for streets within the plan area. These service standards are in greater compliance with the City's complete streets goals.

City staff collaborated with other public agencies in Contra Costa County on the update to the CCTA Growth Management Program to implement SB743. This state legislation changed CEQA evaluation methods for transportation from level of service (LOS) to vehicle miles traveled (VMT). The CCTA, with input from local and sub-regional agencies, developed a countywide evaluation method and recommended VMT significance criteria, and is now working on a mitigation framework. In November 2021 consistent with this guidance, the City adopted VMT thresholds of significance and local criteria for purposes of analyzing transportation impacts under CEQA.

Goal GM3: Timely review of projects that are heavy traffic generators.

All development projects processed by the City are evaluated against and comply with applicable service standards. All applications, regardless of traffic generation, are processed in a timely fashion.

Goal GM4: Effective community-wide programs to reduce traffic impacts of new projects.

City staff developed and the City Council adopted the El Cerrito Transportation Impact Fee (TIF) Program in 2019 to ensure new development pays its fair share of the transportation improvements needed to accommodate growth in El Cerrito. In Fiscal Year 2021-22, the City collected approximately $117,387 in fees for the TIF Program. The list of potential capital improvements eligible for funding with the TIF is based on prior planning studies completed to support the City's growth and the impact of that growth on the transportation system, as well as to support the City's Climate Action and Active

Transportation goals. The focus of these improvements is to connect El Cerrito residents to employment and activity centers and major transit facilities within the City and in neighboring jurisdictions. These improvements focus on San Pablo Avenue, the City's primary transportation corridor serving all modes. More specifically, the TIF project list is a selection of projects from the following City-Council adopted plans: San Pablo Avenue Specific Plan, Active Transportation Plan and Ohlone Greenway Master Plan.

Goal GM5: An effective system of providing urban services.

The City continued to offer a high-level of services to residents and the City continued to work with other agencies (such as the Stege Sanitary District) to ensure that services are provided effectively.

Chapter 5: Transportation and Circulation

Goal T1: A transportation system that allows safe and efficient travel by a variety of modes and promotes the use of alternatives to the single-occupant vehicle.

In 2022, the City continued implementation of the El Cerrito Active Transportation Plan. The Plan provides a blueprint for continuing the City's investment in improving safety and providing facilities and infrastructure for bicyclists and pedestrians, based on the changing demands and standards as well as the current goals of the City.

The City also continued to implement the San Pablo Avenue Specific Plan, specifically the Complete Streets component to encourage all modes of transportation and creates opportunities to maximize mode shift away from auto use and towards transit use, walking and biking.

These efforts included developing concept and detailed designs for projects in several areas of town as described below.

- El Cerrito del Norte TOD Complete Streets Improvements - substantially completing design of the El Cerrito del Norte TOD Complete Streets Improvements Project, which consists of access, safety and circulation improvements for bicyclists, pedestrians, transit riders, and motorists to support the El Cerrito del Norte BART Station and transit-oriented development in the San Pablo Avenue Uptown district. The project limits span several streets including San Pablo Avenue from Ohlone Greenway near the northern city limit to Potrero Avenue, Eastshore Boulevard from Potrero Avenue to San Pablo Avenue, Hill Street from San Pablo Avenue to Liberty Street, Cutting Boulevard from I-80 to Key Boulevard, and Knott Avenue from San Pablo Avenue to Key Boulevard. The project is expected to begin construction in fall 2023.
- Access Modification/ Sidewalk Repair Program – completed construction of sidewalk repairs, focusing on San Pablo Avenue.

In May 2022, the City continued its support of the regional "Bike to Work Day" initiative, a regional effort to increase bicycling. In 2022, 260 cyclists were counted, either passing through or stopping to check out the City's "Energizer Station" at El Cerrito Plaza BART Station.

The City continues to monitor opportunities to add bike-sharing and other "micro-mobility' infrastructure and programs to support alternatives to the single-occupant vehicle.

Goal T2: A land use pattern that encourages walking, bicycling, and public transit use.

The City continued to implement the San Pablo Avenue Specific Plan which includes a Complete Streets Plan. It serves to implement contemporary land use planning strategies near transit and amenities and thereby encourages walking, biking and public transit use. Those strategies include increased heights, lower parking minimums, a flexible approach to mixed-use development, and complete streets guidelines to accommodate all modes of transportation on San Pablo Avenue specifically prioritizing pedestrians and public transit along this corridor.

Goal T3: A transportation system that maintains and improves the livability of the City.

The City continued to implement the San Pablo Avenue Specific Plan which includes a Complete Streets Plan. The Complete Streets Plan includes facilities along San Pablo Avenue that will enhance the usability for pedestrians, transit riders and bicyclists. In 2022, the City approved one project along Potrero Avenue which will be required to pay for a Transportation Impact Fee (TIF) that will fund improvements planned in the Complete Streets Plan. Other projects previously approved were either under construction or are still in the pipeline to be approved and will contribute to the TIF.

The City continued to implement the Urban Greening Plan, which identifies strategies for creating a greener, more environmentally sustainable and livable city. Key objectives and strategies include Greener Gateways to reinforce community identity and sense of place that improve and highlight natural elements and Green Streets to continue to invest in making the public right-of-way more sustainable by reducing impervious surfaces, accommodating additional modes of transportation, adding landscaping and creating streets that are safe, comfortable and attractive for everyone. In 2021, construction was completed on the San Pablo Avenue Green Stormwater Spine Project, which was included in the Urban Greening Plan.

Goal T4: A minimum amount of land used for parking and minimal parking intrusion in neighborhoods.

The City continued to implement the San Pablo Avenue Specific Plan. The Plan adopted new parking standards for both commercial and residential development. It generally reduced parking requirements within the plan area, while ensuring that adequate parking is provided. Further reductions of parking require preparation of a parking study and may require enhanced transportation demand management, e.g. measures beyond those which are already required in the Specific Plan.

Additionally, in 2022, the City continued to implement the revised development standards for Accessory Dwelling Units (ADUs) which do not require off-street parking for ADUs. These standards allow for the development of additional housing units without requiring further land in residential areas be used for parking. In 2022, the City's Planning Division reviewed 32 applications for ADUs.

As part of BART's planned Transit-Oriented Development (TOD) project at the El Cerrito Plaza BART Station, BART staff, in collaboration with City staff, continued developing the Berkeley-El Cerrito Corridor Access Plan and evaluating mobility and on-street parking management strategies. While pursuing TOD at the BART station helps to fulfill numerous local, regional, and state goals regarding housing, climate, and economic development, a key issue to be analyzed and addressed has to do with how to provide adequate access to BART stations as the current surface parking lots are converted to mixed-use, transit-oriented development. BART staff evaluated and refined strategies to more equitably distribute BART's investments in walking, biking, riding transit, driving drop off, and parking for existing and future BART patrons using the stations along the corridor (including Ashby, North Berkeley, and El Cerrito Plaza). The Corridor Access Plan considers the tradeoffs between providing homes and community amenities versus building structured parking spaces for BART riders who drive to the station(s). The Corridor Access Plan will help identify multimodal strategies and investments needed to facilitate getting to and from BART. One key near-term strategy is working with the City to develop on-street parking management strategies that will balance parking needs of many user groups. These strategies include charging BART riders (e.g. full day users) to park on city streets as well as updating residential permit parking (RPP) programs.

In 2022, the City created a new position and hired a Sustainable Transportation Program Manager who, among other things, will be tasked with developing a new Residential Parking Permit program to efficiently manage parking around the BART TOD project.

Chapter 6: Public Facilities and Services

Parks, Recreations and Open Space

Goal PR1: Adequate, diverse, and accessible recreational opportunities for all residents – including children, youth, seniors, and others with special needs – in parks, school yards, and open space.

In 2022 the City was able to use proceeds from Measure H to fix several deficiencies in recreational facilities.

The City raised funds for the City's David Hunter Memorial Scholarship Fund which helps families pay for classes and services for their children through the Recreation Department which they would otherwise not be able to afford.

In 2022, the City was able to return to sponsoring special events including the popular world One 4th of July Festival at Cerrito Vista Park. The City also hosted, supported, and participated in a number of environmental events and programs in 2022. These included: Bike to Work Day, the "Bringing Back the Natives" Garden Tour, and hosting a number of volunteer work parties.

The City continued to offer a range of programs for seniors at the El Cerrito Community Center as well as a range of programs for youth at various City facilities. The City also has a Joint Facilities Use Agreement with the West Contra Unified School District to increase program offerings especially on the Fairmont, Harding and Madera Elementary schools' campuses.

Goal PR2: High quality open space protected for the benefit of present and future generations, reflecting a variety of important values: ecological, educational, aesthetic, economic and recreational. These values are interwoven throughout the community in numerous ways so that the preservation of open space is very important to the well being of the City.

The City has completed plans for additional new wayfinding signage in the Hillside Natural Area that will be installed in the next year.

The Parks and Recreation Facilities Master Plan's (mentioned in Goal PR1) Goal E is to Improve Natural Areas and identifies a series of policies and actions based on previous City planning efforts and community engagement.

Over the last few years, the City also rehabilitated pathways at Arlington Park, Castro Park, and Cerrito Vista, painted all the clubhouses, resurfaced multiple tennis courts, and completed a major roof repair at Harding Clubhouse. Utilizing Measure H, Proposition 68 funds and developer related fees, the City plans to continue improving City Parks including picnic areas at Arlington and Cerrito Vista Parks, Arlington Park Clubhouse renovation, Phase II of Centennial Park. Additionally Measure H continues to fund "immediate work priority" projects identified in the Parks and Recreation Facilities Master Plan, and a number of small Immediate Work Priorities were completed in 2022.

The City continued to implement the Urban Greening Plan. The Hillside Natural Area (HNA) Pilot Project was identified in the Urban Greening Plan and included acquiring the 8-acre Madera property that became part of the HNA open space in 2015, as well as, improving vegetation management, trail rehabilitation, and development throughout. As described in the Urban Greening Plan, the project provides multiple opportunities to increase service levels including "connectivity" to improve trail connections between natural areas, schools and other community assets using best practice trail building techniques; "Park Expansion Integration" by integrating the Madera property, investigating opportunities to acquire additional property, and exploring other opportunities for access, recreation and/or conservation easements on adjacent properties; "natural amenities" by celebrating and preserving creek corridors, diverse plant and animal communities, forests, and grasslands; "green gateways/trailheads" by creating more welcoming park gateways and trailheads; and "active recreation" by enhancing opportunities for active recreation through construction of bicycle trails, parks and other amenities.

The City continued to implement the San Pablo Avenue Specific Plan which requires that new projects greater than 25,000 square feet either provide public open space or contribute funds toward the creation or enhancement of open space. 6111 Potrero Avenue, approved in 2022, contributed open space plus contributions towards Centennial Park.

In 2022, the City continued to implement the expanded Public Tree and Shrub Ordinance, adopted by the City Council in 2019, providing greater protections for public trees throughout the community to support the long-term health of the urban forest.

In 2022, the City received a $145,000 grant from the California Coastal Conservancy to develop a Fire Resilience and Forest Conservation Management Plan for the El Cerrito

Hillside Natural Area (HNA), which will begin development in 2023. The Plan will include a public process that ultimately identifies fire hazard mitigation projects, recommends forest conservation activities, and includes a CEQA analysis. The resulting Plan will also address emergency access and public recreation elements in the HNA.

Goal PR3: Public access to open space areas while protecting important habitats.

In 2022, the City continued design on wayfinding signage for trails within the Hillside Natural Area with installation planned in the next year. The overall goal of the project is to continue to enhance the City's largest open space, which is 102.5 acres in size and a home to small creeks, grasslands and forests. The Hillside Natural Area provides a very large active recreation space for hikers, bikers, and dog walkers who have easy access through several neighborhood entry points and enjoy the quiet oak groves, open fields, and expansive views of the San Francisco Bay. The project will increase visibility, access, and use of the city's existing network of trails, pathways, and stairs within the open space and improve connectivity between identified citywide bicycle and pedestrian routes, key community destinations, and existing trails. In 2020, several fire trails in the Hillside Natural Area were repaired using grants funds from FEMA and the final and sixth site was completed in 2021. Utilizing Measure H funds, the City was able to almost double funding for fire mitigation projects in the HNA in 2020 and that level of funding continued in 2022.

The City also continued to organize and support volunteer work parties, led by the El Cerrito Green Teams, El Cerrito Trail Trekkers, and Friends of Five Creeks, throughout the year, to support and enhance habitats and wildlife throughout the City's owned and controlled open spaces.. The City continued to support several annual events that increase public awareness and access to the Hillside Natural Area, including Earth Day and an Annual Hillside Festival each Spring.

Non-Recreational Facilities

Goal CF1: Safe and adequate community facilities that allow the City to offer better services and inspire a sense of community pride.

The City continued to enhance operations at the Recycling and Environmental Resources Center which was completed in 2012.

The City continued to serve the community from the City Hall facility which was completed in 2009.

Public Services and Infrastructure

Goal PS1: An adequate, comprehensive, coordinated law enforcement system consistent with the needs of the community.

The City continued its deployment of both patrol and specialty police units to address crime trends. These units coordinated their efforts internally, by sharing and collaborating on projects and investigations, and externally, with residents and community groups, to continue to meet the safety needs of the community.

Goal PS2: A community that has minimized the risks to lives and property due to fire hazards.

The City continues to minimize fire hazards by enforcing its comprehensive fire hazard reduction program that focuses upon reducing fire hazards in four areas: (1) on City property, (2) on property owned by other agencies (3) large landowners, and (4) on residential property.

In 2022, the Fire Department continued to implement the Vegetation Management Policy which was rewritten in 2020 to make it easier to understand and align it with the State guidelines. The policy creates zones centered around structures on the property with goals to avoid home ignition from ember assault, and to reduce the heat and movement of the fire.

The history of the fire hazard abatement program was designed to reduce fire hazards on a large number of private properties with efforts concentrating during the spring and early summer months, prior to the State entering the annual “Fire Season”. However, with climate change, continued below average rainfall and increasing northeast wind events leading to more Red Flag Warnings, the City faces fire season almost year-round.

A process of advance notice and hearings for property owners is coupled with a public education program involving the promulgation of standards for vegetation management in residents’ yards and vacant lots. These notices and public education are aimed at increasing the resident’s knowledge and awareness of proper management of combustible materials on their property, especially within the first five feet of the structure.

This program seeks to remove weeds, rubbish, litter or other flammable material from private properties where such flammable material endangers the public safety by creating a public nuisance and a fire hazard. Most property owners voluntarily abate these hazards without Fire Department involvement. For the small number of property owners that do not abate the hazards, the City completes the necessary abatement and places the costs on the property owner’s tax bill.

Based on lessons learned over the last five years of record fires in the State, improved efforts have been made for the incorporation of fire and ember resistant construction materials and careful selection of landscape material, proper placement and maintenance of residents landscaping. Further amendments will need to be incorporated into the vegetation management program to comply with AB3074, a state bill passed in 2020 addressing fire prevention, wildfire risk, defensible space, and ember-resistant zones requiring enforcement of more intense fuel reductions to create an ember resistant zone withing five feet of any structure.

Over the past 25 years, the City’s public education efforts and annual fire hazard abatement program has been very successful in reducing fire hazards throughout the hills which are designated Very High Fire Hazard Severity Zones.

Additionally, the Public Works Department completes vegetation management activities and projects each year to reduce the risk of fire hazards in the El Cerrito community.

Goal PS3: Safe and adequate public infrastructure to serve El Cerrito's residents, now and in the future.

In addition to the projects noted under Goal T1, the City continued implementation of the Annual Street Improvement Program funded by Measure A and the Access Modifications (Streets) Program funded by SB 1. Also, as a result of new transportation funding provided by SB 1, the City has continued funding a new Sidewalk Repair Program to repair tripping hazards throughout the City with a robust project completed in 2022.

In 2021, the City completed construction of the Carlson Boulevard and Central Avenue Pavement Rehabilitation Project. The project rehabilitated the roadway pavement, replaced traffic signal loop detectors, and enhanced traffic striping. The project location is on Central Avenue from Santa Clara Avenue to San Pablo Avenue and Carlson Boulevard from the north City Limits to Central Avenue. The project was the second component of the Central Avenue and Carlson Boulevard Street Improvements Project in the Capital Improvement Program. The first component consisting of curb ramp and sidewalk work was completed as part of the 2018 Curb Ramp and Sidewalk Repair Project in 2019. The project was largely funded by a federal One Bay Area Grant (OBAG) Program grant with additional funding from the State's SB 1 Local Partnership Program (LPP) grant and the City's Measure A Street Improvement funds. Both roadways carry a significant volume of traffic and are classified as arterial streets. The pavement on these roadways currently has several areas with cracking and potholes due to the amount and type of traffic, including trucks and buses, as well as prior heavy rainy seasons. The project will benefit the many commuters, transit services and bicyclists who utilize these roadways on a daily basis.

In 2022, the City contained construction of the Gladys-El Dorado-B Street Improvements Project. The project will rehabilitate the roadway pavement; reconstruct sections of sidewalk, curb, and gutter; install new and modified curb ramps; reconstruct valley gutters; and install enhanced traffic signing and pavement markings. The project is located on Gladys Avenue from Lexington Avenue to Richmond Street, on El Dorado Street from Carlson Boulevard to San Pablo Avenue, and on B Street from Behrens Street to Ashbury Avenue. The pavement on these roadways is currently in poor condition, three of the lowest in the City. In addition, street trees have severely displaced sections of pavement, sidewalk, curb and gutter, and a valley gutter facility within the roadway is damaged and needs repairs to facilitate stormwater drainage across B Street. The project will benefit residents and the community in general by providing safe and accessible walking, biking, and driving routes to important destinations in this area. The project is funded by the City's Measure A Street Improvement funds with additional funding from the SB 1 LPP.

Implementation of the Complete Streets component of the San Pablo Avenue Specific Plan and implementation of the Active Transportation Plan will enhance pedestrian and bicycle safety throughout the City and provide infrastructure which accommodate all modes of transportation. Implementation of these plans will continue to occur as new development occurs and as funding is secured. The San Pablo Avenue Green Stormwater Spine Project was completed in June 2021, implementing the City's vision for Complete Streets by adding green infrastructure and a separated bike-lane alongside a small portion of the corridor.

Goal PS4: An adequate storm drainage system to serve existing and future planned development

In March 1993, the voters of the City of El Cerrito approved the issuance of $6.3 million in revenue bonds for the reconstruction of the City's storm drain system. In June 1993, the City Council adopted Ordinance 93-4, providing for the imposition and collection of Storm Drain Fees to pay the debt service on the revenue bonds. Ordinance 93-4 set the Storm Drain Fee and provided that the fees are collected through the property tax based on amounts specified in an annual Engineer's report. This Engineer's report contains the description of each parcel of real property receiving storm drain services and the amount of the annual fee for each parcel.

The San Pablo Avenue Green Stormwater Spine Project in El Cerrito was completed in June 2021, retrofitting portions of the public right-of-way to install green infrastructure. Green infrastructure is a landscape-based stormwater treatment approach that uses natural processes to infiltrate, retain, re-use, and filter stormwater runoff to reduce the amount of pollutants that reach local waterways and ultimately the San Francisco Bay.

The City actively participated in the Contra Costa Clean Water Program to implement the National Pollution Discharge Elimination System (NPDES), Municipal Regional Permit Order No. R2-2015-0049 (MRP 2.0) which became effective January 1, 2016. In 2022, City Staff also began to prepare for and implement the newly issued Municipal Regional Permit Order No. R2-2022-0018 (MRP 3.0), which became effective July 1, 2022. This included taking specific stormwater management actions to control trash litter, 303(d) listed pollutants, and other pollutants of concern (POCs). In compliance with the MRP, the City developed a Green Infrastructure Plan, adopted by the City Council in 2019.

The City will be updating the City's Storm Drain Master Plan, which was last updated in 1999. The scope considers the green infrastructure requirements and is expected to be adopted in 2023. Moreover, it will identify opportunities to improve the City's Storm Drain system by improving the condition and capacity of the storm sewer network.

Goal PS5: A system that minimizes the City's generation and disposal of solid waste materials by providing an adequate and integrated waste management program and related facilities to serve existing and future planned development.

In 2012, the City completed construction of a new state-of-the-art Recycling + Environmental Resource Center. In addition to the City's continued curb-side collection program, the Recycling + Environmental Resource Center (RERC) provides convenient drop-off facilities for a wide array of items. The Center allows the City to expand the range of items accepted for disposal, improving collection options for all constituents and for many residents of surrounding communities. The Center has expanded the items that the City is able to accept, including compact fluorescent light bulbs, books, sharps, expired medications, and scrap textiles. The Center has been designed as a facility that will provide maximum flexibility to meet future, changing waste disposal needs. In 2018, the City began to collect household hazardous waste at the Recycling + Environmental Resources Center with a popular once per week collection event. Notably, in 2020, the RERC was one of the first City facilities to reopen to the public after the first COVID-19-related shelter at home order, with safety protocols in place.

Additionally, in 2021, the City Council adopted two ordinances moving related goals forward. The City Council adopted an updated Foodware Ordinance that requires all foodware (e.g., cups, plates, utensils, etc.) served by food providers in El Cerrito to be either reusable or compostable, starting July 1, 2022. This Ordinance will serve to significantly reduce the amount of single-use plastic waste in El Cerrito and increase waste diversion. In 2021, the City Council also adopted a "Mandatory Organics Recycling" Ordinance, implementing the requirements of California Senate Bill (SB) 1383 and requiring participation in the City's recycling and composting programs with limited exceptions.

In 2022, City Staff entered into a new franchise agreement with the City's garbage and green waste hauler, East Bay Sanitary, which adds a number of integrated waste management services to the community, including new programs targeting waste diversion in multi-family apartment complexes. Staff is also continuing to move forward with other programs to implement SB 1383 and to increase composting and recycling in El Cerrito.

Chapter 7: Resources and Hazards

<u>Natural and Historic Resources</u>

Goal R1: Protected natural resources (important habitat, ecological resources, key visual resources, ridges and ridgelines, creeks and streambanks, steeper slopes, vista points, and major features), and clean air and water.

The City continued to implement the Zoning Ordinance, which contains specific standards aimed at protecting creeks and hillside areas.

In 2022, the City continued to implement Chapter 13.28 of the El Cerrito Municipal Code, the Public Tree and Shrub Ordinance, the primary purpose of which is to preserve and protect public trees.

City Staff also actively participated in the Contra Costa Clean Water Program to implement the City's National Pollution Discharge Elimination System (NPDES), Municipal Regional Permit to protect stormwater.

For additional Clean Water activities, see Goal PS4.

Goal R2: Protected and rehabilitated architectural, historical, cultural, and archaeological resources that are of local, state, or federal significance.

In 2014, the City Council approved the 1715 Elm Street project. As part of the project, the existing house will be relocated on the property and rehabilitated to the Department of the Interior's standards. In 2021, the City issued the building permit application which will allow the construction of the project and the relocation and rehabilitation of the existing house. Construction of the project began in 2022.

Hazards

Goal H1: Minimal potential for loss of life, injury, damage to property, economic and social dislocation and unusual public expense due to natural and man-made hazards, including protection from the risk of flood damage, hazards of soil erosion, fire hazards, weak and expansive soils, potentially hazardous soils materials, other hazardous materials, geologic instability, seismic activity, and release of hazardous materials from refineries and chemical plants in West County.

The City continued to oversee the residential rental inspection program.

The City continued implementation of the Unreinforced Masonry (URM) building hazard mitigation ordinance. The last URM building was demolished in 2021 to prepare for development of a new mixed use project at 10919 San Pablo Avenue.

In 2021, City staff issued a Request for Qualifications for seeking qualified engineers/consultants to complete an inventory and analysis of soft story residential buildings in El Cerrito and develop program recommendations. In 2022, the City finished work on the Soft-Story Inventory through a Soft-Story Retrofit Planning Grant from Cal OES. This grant is funded an analysis of potential at-risk residential buildings andprovided the City with data to inform future policy direction in consideration with the needs of the residents and property owners. This program aims to reduce risks to human life, structures and infrastructure in the event of a powerful earthquake. The program will be completed in 2023.

Goal H2: Government agencies, citizens and businesses are prepared for an effective response and recovery in the event of emergencies or disasters.

The City Council declared a local state of emergency on March 13, 2020 due to the global COVID-19 pandemic. Due to Contra Costa County public health orders, many City facilities, including City Hall, were closed to the public for part of 2021 to prevent transmission of COVID-19. Throughout 2022, the City has adapted and provided new ways of delivering service to be able to continue providing excellent emergency services to the community while adapting to public health rules and guidelines. In September 2022, the City Council passed a resolution that would end the local state of emergency as of December 31, 2022.

Due to the COVID-19 pandemic, the City was not able to continue the very popular Community Emergency Response Team (CERT) program. The program teaches neighbors to help themselves and help each other. Through CERT, citizens receive hands-on training in Disaster First Aid, Disaster Preparedness, Basic Firefighting, Light Search and Rescue, Damage Assessment, and How to Turn Off Utilities. The City hopes to offer this program again in 2023.

Due to the COVID-19 pandemic, the City was also not able to continue internal National Incident Management System (NIMS) and the Incident Command System (ICS) training for City staff. Through the training, staff members directly involved in managing an emergency would understand command reporting structures, common terminology, and roles and responsibilities inherent in a response operation. The City hopes to offer this program once it is safe again to do so.

On March 25, 2020, the City Council adopted an Urgency Ordinance enacting a temporary moratorium to halt evictions for residential and commercial tenants financially impacted by COVID-19, which expired on February 28, 2023. The Ordinance did not establish rent forgiveness but provided temporary rent forbearance to those who qualify by providing 180 days, from the Ordinance expiration date, to catch up on unpaid rent and suspends late fees from being charged for qualified residential and commercial tenants who can demonstrate loss of income or revenue due to COVID-19.

Goal H3: New development complies with the noise standards established in the General Plan, all new noise sources are within acceptable standards, and existing objectionable noise sources are reduced or eliminated.

All new development is evaluated under CEQA using the noise standards currently in the General Plan. These noise standards were incorporated into updated Zoning Ordinance in 2008 as performance standards required of all development.

CONCLUSION

To date, staff believes the City has continued to faithfully implement the City's 1999 General Plan as the actions, plans, programs and projects documented in this report represent the City’s commitment to achieve the goals and objectives set forth in the elements of the El Cerrito General Plan.

ATTACHMENTS:

1. HCD - Housing Element Annual Report

Jurisdiction	El Cerrito	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional fiel

Cells in grey contain auto-calculation formula

Table A
Housing Development Applications Subm

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Inc					
1					2	3	4	5					
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted+ (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted
Summary Row: Start Data Entry Below								0	0	69	0	5	0
	513371002	1711-1755 Eastshore Blvd			5+	R	12/16/2022			69		5	
	502280006	1531 Richmond st			ADU	R	2/14/2022						
	505221040	956 Sea View Dr			SFD	O	4/12/2022						
	573111008	LENEVE PL			SFD	O	7/5/2022						
	504192005	317 Behrens St			SFD	R	12/21/2022						
	504192005	317 Behrens St			ADU	R	12/21/2022						
	502472027	104 Janie Ct			ADU	R	12/8/2022						

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omes		Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Notes
	6	7	8	9	10		11	12
Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Ddi the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions reqested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Notes+
247	321	6	0					
241	315			No	Yes	N/A	Pending	
1	1	1		No	No	No	Approved	
1	1	1		No	No	No	Approved	
1	1	1		No	No	No	Approved	
1	1	1		No	No	No	Approved	
1	1	1		No	No	No	Approved	
1	1	1		No	No	No	Approved	
	0							
	0							

Jurisdiction	El Cerrito	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

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Project Identifier					Unit Types	
1					2	3
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner
Summary Row: Start Data Entry Below						
	513372035	6115 Potrero Ave			5+	R
	504192005	317 Behrens St			SFD	R
	504192005	317 Behrens St			ADU	R
	502280006	1531 Richmond st			ADU	R
	505221040	956 Sea View Dr			SFD	O
	573111008	LENEVE PL			SFD	O
	502112038	1715 Elm St			5+	R
	500430016	2332 ALVA AVE			SFD	O
	502100032	1739 Lexington Ave			ADU	R
	501380003	2057 TAPSCOTT AVE			ADU	R
	504271006	102 RAMONA AVE			ADU	R
	503440017	600 CLAYTON AVE UNIT A			ADU	R
	503256020	816 RICHMOND ST			ADU	R
	501400019	6643 CUTTING BLVD			ADU	R
	504182030	313 CORONADO ST			ADU	R
	504061027	518 EVERETT ST			ADU	R
	503256015	6831 STOCKTON AVE			ADU	R
	503255024	832 EVERETT ST			ADU	R
	500210002	6332 BARRETT AVE			ADU	R
	504402004	7720 EUREKA AVE			ADU	R
	502290006	1528 RICHMOND ST			ADU	R
	503256017	804 RICHMOND ST			ADU	R
	502462008	1327 NORVELL ST			ADU	R
	500020036	464 CARLSTON ST			SFD	O
	503330029	752 COLUSA AVE			ADU	R
	504111011	409 NORVELL ST			ADU	R
	505221044	7760-7760A MOESER LANE			ADU	R
	502030001	6600 CUTTING BLVD			ADU	R
	500291011	5427 HILLSIDE AVE			ADU	R
	504292019	126 CARMEL AVE			ADU	R
	502461003	1344 NORVELL ST			ADU	R
	502212019	1629 RICHMOND ST			ADU	R
	503490012	7219 HOTCHKISS AVE			ADU	R
	503243008	933 LIBERTY ST			ADU	R
	573111001	1036 LENEVE PL UNIT A			ADU	R
	502260023	1532 LEXINGTON AVE			ADU	R
	510026002	5716 SAN DIEGO ST			ADU	R
	505262047	8190 TERRACE DR			ADU	R
	504403011	7824 EUREKA AVE			ADU	R
	502260023	1532 LEXINGTON AVE			ADU	R

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table A2

ng Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Affordability by Household Incomes - Completed Entitlement								
4							5	6
Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
0	0	0	0	0	0	68		68
						63	5/4/2022	63
						1	12/21/2022	1
						1	12/21/2022	1
						1	2/14/2022	1
						1	6/15/2022	1
						1	7/5/2022	1
								0
								0
								0
								0
								0
								0
								0
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								0
								0
								0
								0
								0
								0

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Affordability by Household Incomes - Building Permits									
7							8	9	
Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted
0	0	0	0	0	0	48		48	0
								0	
								0	
								0	
						1	6/14/2022	1	
								0	
								0	
						14	4/21/2022	14	
						1	9/14/2022	1	
						1	4/12/2022	1	
						1	9/1/2022	1	
						1	4/12/2022	1	
						1	4/5/2022	1	
						1	1/25/2022	1	
						1	4/12/2022	1	
						1	8/30/2022	1	
						1	2/10/2022	1	
						1	1/3/2022	1	
						1	6/14/2022	1	
						1	2/10/2022	1	
						1	2/2/2022	1	
						1	2/8/2022	1	
						1	8/29/2022	1	
						1	2/22/2022	1	
						1	3/17/2022	1	
						1	5/24/2022	1	
						1	2/28/2022	1	
						1	5/10/2022	1	
						1	4/18/2022	1	
						1	8/18/2022	1	
						1	8/24/2022	1	
						1	8/9/2022	1	
						1	5/11/2022	1	
						1	6/7/2022	1	
						1	7/12/2022	1	
						1	12/21/2022	1	
						1	10/7/2022	1	
						1	8/25/2022	1	
						1	12/6/2022	1	
						1	9/24/2022	1	
						1	10/7/2022	1	

Affordability by Household Incomes - Certificates of Occupancy								
10						11	12	13
Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?+
0	0	0	0	0	27		27	**0**
							0	0
							0	0
							0	0
							0	0
							0	0
							0	0
							0	0
							0	0
							0	0
							0	0
							0	0
					1	10/10/2022	1	0
							0	0
							0	0
							0	0
							0	0
							0	0
							0	0
							0	0
					1	6/27/2022	1	0
							0	0
							0	0
					1	11/21/2022	1	0
							0	0
							0	0
							0	0
					1	8/10/2022	1	0
							0	0
							0	0
							0	0
							0	0
							0	0
							0	0
							0	0
							0	0
							0	0
							0	0
							0	0
							0	0
							0	0

Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demoli
14	15	16	17	18	19	
Was Project **APPROVED** using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N+	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)+	Number of Demolished/Destroyed Units
0						0
N			INC			
N						
N						
N						
N						
N						
N			INC			
N						
N						
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N						
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N						

shed/Destroyed Units		Density Bonus				Notes
20		21	22	23	24	25
Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes+
	0					

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Project Identifier					Unit Types	
1					2	3
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner
Summary Row: Start Data Entry Below						
	505273005	8338 TERRACE DR			SFD	O
	510037002	5805 AVILA STREET BLDG 100			SFA	O
	504061041	510A EVERETT ST			ADU	R
	503241020	930 ELM ST			ADU	R
	500302014	5340 BARRETT AVE			ADU	R
	502122023	6851 BLAKE ST			ADU	R
	502051007	1910 KEY BLVD			ADU	R
	501330022	6437 HAGEN BLVD			ADU	R
	503292018	7439 TERRACE DR			ADU	R
	501400018	6645 CUTTING BLVD			ADU	R
	501270004	2021 JUNCTION AVE			ADU	R
	502270027	1536 LIBERTY ST			ADU	R
	504231025	219 POMONA AVE			ADU	R
	504262012	120 POMONA AVE			ADU	R
	504242010	311 RAMONA AVE			ADU	R

ıg Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Affordability by Household Incomes - Completed Entitlement								
4							5	6
Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
0	0	0	0	0	0	68		68
								0
								0
								0
								0
								0
								0
								0
								0
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								0
								0
								0

Affordability by Household Incomes - Building Permits									
7							8	9	
Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted
0	0	0	0	0	0	48		48	0
								0	
								0	
								0	
								0	
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								0	
								0	

Affordability by Household Incomes - Certificates of Occupancy								
10						11	12	13
Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) **Date Issued**	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?+
0	0	0	0	0	27		27	**0**
					1	11/22/2022	1	0
							0	
					9	9/15/2022	9	0
					1	3/31/2022	1	0
					1	11/2/2022	1	0
					1	7/25/2022	1	0
					1	8/2/2022	1	0
					1	7/19/2022	1	0
					1	8/8/2022	1	0
					1	8/25/2022	1	0
					1	5/11/2022	1	0
					1	6/8/2022	1	0
					1	11/3/2022	1	0
					1	3/8/2022	1	0
					1	6/8/2022	1	0
					1	10/26/2022	1	0
							0	
							0	
							0	
							0	

Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demoli
14	15	16	17	18	19	
Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N+	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)+	Number of Demolished/Destroyed Units
0						0
N						
N						
N						
N						
N						
N						
N						
N						
N						
N						
N						
N						
N						
N						
N						

shed/Destroyed Units		Density Bonus				Notes
20		21	22	23	24	25
Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes+
	0					

Jurisdiction	El Cerrito	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1		2									3	4
Income Level		RHNA Allocation by Income Level		2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	100	-	-	-	62	-	-	-	-	-	-	62	38
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	63	-	6	-	-	-	-	-	-	-	-	6	57
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	69	-	13	-	-	-	-	-	-	-	-	13	56
	Non-Deed Restricted		-		-	-	-	-	-	-	-	-		
Above Moderate		166	-	120	9	12	18	136	171	56	48	-	570	-
Total RHNA		398												
Total Units			-	139	9	74	18	136	171	56	48	-	651	151

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

		5											6	7
		Extremely low-Income Need		2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date	Total Units Remaining
Extremely Low-Income Units*		50		-	-	-	-	-	-	-	-	-	-	50

*Extremely low-income houisng need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Jurisdiction	El Cerrito
Reporting Year	2022 (Jan. 1 - Dec. 31)
Planning Period	5th Cycle 01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table C
Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	El Cerrito	
Reporting Year	2022	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 1.1	Continue to implement the Residential Rental Inspection Program	Ongoing	The Residential Rental Inspection Program (RRIP) continued in 2022. Staff operated the program at modified levels due to COVID-19. 103 initial RRIP inspections and 66 reinspections were conducted in 2022.
Program 1.2	Continue to investigate complaints and take action about rental housing code violations	Ongoing	The City continued investigations in 2022.
Program 1.3	Continue to encourage the rehabilitation of existing housing units by providing program information	Ongoing	Information available to the public at the front counter
Program 1.4	Evaluate displacement, as appriopriate in studies of regional housing needs and displacement	2016, then Annual	In 2017, the City Council adopted an Affordable Housing Strategy which identified tactics to address displacement and ranked the priority for such actions. In 2022, the City implented the fourth cycle El Cerrito Rent Regsitry Program to collect local rental data. The CIty also tracks regional/state legislation and posts information to the public.
Program 1.5	Continue to regularly monitor assisted housing units to help preserve existing stock of affordable housing	Annual	The City continues to work with other regulatory agencies and non-profit developers to monitor assisted housing units.
Program 1.6	Vet and consider adopting a Good Cause for Eviction Ordinance	2016	On March 25, 2020, the City Council adopted an Urgency Ordinance enacting a temporary moratorium to halt evictions for residential and commercial tenants financially impacted by COVID-19. As of December 31, 2022, the City's Local Emergency Declaration ended and the local temporary eviction moratoruim will expire on February 28, 2023.
Program 1.7	Annual review of the City Capital Improvements Program (CIP)	Annual	The CIP Program was reviewed in 2022.
Program 1.8	Consider enacting additional incentive programs and requirements to encourage retrofitting of seismically unsafe buildings, such as soft-story buildings.	2017	In 2021, City staff issued a Request for Qualifcations for seeking qualified engineers/consultants to complete an inventory and analysis of wood frame target story - also know as soft story - residential buildings in El Cerrito and develop program recommendations. Beginning in 2022, staff worked with the selected consultant to undertake the inventory and analysis that is nearing completion. The inventory and analysis will inform future policy considerations based the needs of the City's housing stock, its residents and property owners. This project is funded by a Cal OES/FEMA grant and will be completed in 2023.
Program 2.1	Conduct an annual evaluation of the City's inventory of available sites	Ongoing	In 2018, the City received grant funding to update the San Pablo Avenue Specific Plan including a Supplemental EIR and an analysis of opportunity sites. The SEIR was adopted by the City Council on December 6, 2022 providing development capacity for 2,500 new housing units. In 2022, the City continued work on the 6th Cycle Hosuing Element, including the site inventory analysis, and submitted the draft Housing Element to the Department of Hosuing and Community Development for review. The Element will be adopted in 2023.
Program 2.2	Promote development of mixed-use and high-density residential housing in development nodes of the city	Ongoing	Allowed for by San Pablo Ave Specific Plan
Program 2.3	Continue to fast track processing for second units meeting established City standards	Ongoing	In 2022, the City continued to implemented new standards for Accessory Dwelling Units to further streamline this process, consistent with State laws adopted in 2019. In 2022, the State adopted SB 9 which allowes for the creation of second units on single family parcels.
Program 2.4	During the annual Master Fee Schedule revision, evaluate development fees.	Annual	Fees were updated with Master Fee Schedule as part of 2022 budget.
Program 2.5	Streamline the application process by continuing to offer interdepartmental team meetings for applicants	Ongoing	The City conducted several such meetings in the reporting period
Program 2.6	Assist developers in obtaining state and federal funding available to develop affordable housing	Ongoing	In 2022, the City provided BRIDGE Housing $50K in pre-development funding to assist and support the development of 69 affordable units for the Mayfair Affordable project. In 2022, the project also received a funding award through the Affordable Housing Sustainable Communities Program ($27M) as part of a joint applicaiton between BRIDGE, the City and BART.
Program 2.7	Look for opportunities with non-profits and other agencies to expand supply of affordable housing	Ongoing	The City continues to explore programs - with the County, CDFI's, non-profit developers, etc. - for preserving existing affordable units as well as purchasing existing multi-family building(s) and converting them to affordable units.
Program 2.8	Study the feasibility of an inclusionary housing ordinance	2016	The City adopted an inclusionary housing ordinance in 2018 and staff is currently implementing it.
Program 2.9	Investigate potential local financing sources that could be used to develop affordable housing	2016	The City continues to work with County stakeholders to assess the opportunity for a Countywide affordable housing bond. In 2021, the County Board of Supervisors also approved Measure X funding as a new Afforfable Housing Fund source for 20-years. The first NOFA was issued by the County in 2022 and El Cerrito affordable housing project's applied.
Program 2.10	Use existing zoning regulations to allow innovative approaches to increasing affordable housing.	Ongoing	The San Pablo Avenue Specific Plan's Tier IV Design Review process can provide flexbility to projects to implement innovative approaches.
Program 2.11	Pursue funding for infrastructure improvements to accommodate future transitoriented development	Ongoing	The City coodinated with the Stege Sanitary District to develop a fee program to fund sewer improvements necessary to support future development.
Program 3.1	Pursue funding for special needs housing	Ongong	Ongoing
Program 3.2	Continue to fast track inspection processes for large family and special needs housing.	Ongoing	The City contracted with additional inspectors to provide needed inspections in a timely manner.
Program 3.3	Continue to encourage and support development of senior housing	Ongoing	Ongoing
Program 3.4	Participate in the biannual homeless census count	Ongoing	City staff participated in the count.
Program 3.5	Continue to coordinate with the County and cities to develop the Five-Year Consolidated Plan to adress housing and social services	2015, 2020	The City continues fo participate in the Five-Year Consolidated Plan.

Program 3.6	Implement reasonable accommodation procedures to provide a streamlined permit review process continue to.	Ongoing	The draft Hosuing Element update evaluated revised reasonable accomodation procedures.
Program 3.7	Encourage development of housing for persons with disabilities, including developmental disabilities	Annual	Ongoing
Program 3.8	Implement an outreach program informing residents of the housing and services available for persons with developmental disabilities	Annual	Ongoing
Program 4.1	Continue to provide non-discrimination clauses in rental agreements and deed restrictions	Ongoing	Ongoing
Program 4.2	Continue the City's participation in the Contra Costa Urban County CDBG Consortium	Ongoing	Ongoing
Program 5.1	Consider ways incentivize energy efficiency, clean energy, and water conservation improvements through building permit fees	2016-17	The City crated a streamline permit process for electrical vehicle chargers.
Program 5.2	Continue to develop partnerships for energy and water efficiency technical assistance and incentives	Ongoing	The City adhers to the the CA Green, Energy and Plumning Codes.
Program 5.3	Continmue to encourage resident participation in energy and water efficiency programs	Ongoing	The City encourages participation in MCE's Deep Green program.
Program 5.4	Apply for appropriate grants for marketing, outreach, and incentive programs dedicated to energy and water efficiency	Ongoing	Ongoing
Program 5.5	Adopt residential PACE financing if it becomes available in California	2016	Completed
Program 5.6	Encourage home energy performance reports at time of sale	Ongoing	The City's transfer tax includes a rebate to property owners who make energy efficiency and water conservation improvements.

General Comments

Jurisdiction	El Cerrito	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table E									
Commercial Development Bonus Approved pursuant to GC Section 65915.7									
Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	El Cerrito	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+. For detailed reporting requirements, see the chcklist here:
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	El Cerrito	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F2
Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2

For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income household this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).

Project Identifier					Unit Types		Affordability by Household Incomes After Conversion					
1					2	3	4					
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (2 to 4,5+)	Tenure R=Renter	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted
Summary Row: Start Data Entry Below												

s by the imposition of affordability covenants and restrictions for the unit. Before adding information to

	Units credited toward Above Moderate RHNA		Notes
	5		6
Above Moderate-Income	Total Moderate Income Units Converted from Above Moderate	Date Converted	Notes

Jurisdiction	El Cerrito	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Realistic Capacity Identified in the Housing Element	Entity to whom the site transferred	Intended Use for Site
Summary Row: Start Data Entry Below						

Jurisdiction	El Cerrito	
Reporting Period	2022	(Jan. 1 - Dec. 31)

NOTE: This table is meant to contain an invenory of ALL surplus/excess lands the reporting jurisdiction owns

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

For Contra Costa County jurisdictions, please format the APN's as follows:999-999-999-9

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						

Jurisdiction	El Cerrito	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

NOTE: SB 9 PROJECTS ONLY. This table only needs to be completed if there were lot splits applied for pursuant to Government Code 66411.7 OR units constructed pursuant to 65852.21.
Units entitled/permitted/constructed must also be reported in Table A2. Applications for these units must be reported in Table A.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table I

Units Constructed Pursuant to Government Code 65852.21 and Applications for Lot Splits Pursuant to Government Code 66411.7 (SB9)

Project Identifier				Project Type	Date	Unit Constructed			
1				2	3	4			
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Activity	Date	Very Low Income	Low Income	Moderate Income	Above Moderate Income
Summary Row: Start Data Entry Below									

Jurisdiction	El Cerrito	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table J

Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915

Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved							Units (Beds/Student Capacity) Granted Density Bonus	Notes
1				2	3	4							5	6
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SH - Student Housing)	Date	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Total Additional Beds Created Due to Density Bonus	Notes
Summary Row: Start Data Entry Below														

Jurisdiction	El Cerrito	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		48
Total Units		**48**

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	**Entitled**	**Permitted**	**Completed**
SFA	0	0	9
SFD	3	2	1
2 to 4	0	0	0
5+	63	14	0
ADU	2	32	17
MH	0	0	0
Total	**68**	**48**	**27**

Housing Applications Summary	
Total Housing Applications Submitted:	7
Number of Proposed Units in All Applications Received:	321
Total Housing Units Approved:	6
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

Jurisdiction	El Cerrito	
Reporting Year	2022	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$ 150,000.00	*Total award amount is auto-populated based on amounts entered in rows 15-26.*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
HE 2022-2030: Public Outreach	10,000	0	Completed	Other	Spring - Winter 2022
HE 2022-2030: Draft Housing Element	50,000	0	Completed	Other	Aug-22
HE 2022-2030:HE 2022-2030: Pubilc Hearings	10,000	0	In Progress	Other	Fall - Winter 2022
HE 2022-2030: Final Housing Element	50,000	0	In Progress	Other	Jan-23
Technology Upgrade	15,000	9265.66	Completed	Local General Fund	Completed January 2022
ADU Plans - Draft Plans	10,000	0	In Progress	None	Scheduled to begin late 2022
ADU - Plans Final Plans	5,000	0	In Progress	None	Scheduled to begin late 2022

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		68
Total Units		**68**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		48
Total Units		**48**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		27
Total Units		**27**

AGENDA BILL

THE CITY OF EL CERRITO

Agenda Item No. 7.G.

Date: March 21, 2023
To: El Cerrito City Council
From: Sandra Dalida, Finance Director/ Treasurer, Finance Department
Subject: Receive Monthly Disbursement and Payment Register Report for the Month of February 2023

ACTION PROPOSED

Receive and file the Monthly Disbursement and Check Register Report for the month of February 2023.

BACKGROUND/ANALYSIS

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

The month ending February 28, 2023, reflects 302 Accounts Payable General Warrant Nos. 85331 through 85632 (incls. 2 voids), 16 Automatic Clearing House/Electronic Fund Transfer (ACH/EFT) transactions, and 555 payroll-related checks and EFTs for a grand total of $4,566,492.91.

STRATEGIC PLAN CONSIDERATIONS

The City's Comprehensive Financial Policy and the City's Strategic Plan to achieve long-term financial sustainability, which includes ensuring policies, procedures, and systems represent best practices in financial management, are aligned with requirements referenced in California Government Code, Title 4, Chapter 3, Section 41004.

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

There is no fiscal impact associated with acceptance of the Monthly Disbursement and Payment Register Report for the month of February 2023.

LEGAL CONSIDERATIONS

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

Reviewed by:

Alexandra Orologas, Assistant City Manager

Attachments:

1. February 2023 Payment Register

City of El Cerrito

Monthly Payment Register

From Payment Date: 2/1/2023 - To Payment Date: 2/28/2023

Attachment A - Feb 2023 Payment Register

Number	Date	Void Reason	Source	Payee Name	Description	Transaction Amount
ACCOUNTS PAYABLE - CHECKS						
85331	02/02/2023		Accounts Payable	BLACK, MEI-YU	INSTRUCTOR - RECREATION DEPT	$150.00
85332	02/02/2023		Accounts Payable	CASTREJON, JOSE	EMPLOYEE REIMBURSEMENT - TRAINING	$834.00
85333	02/02/2023		Accounts Payable	Chang, Hae	REBATE - REAL PROPERTY TRANSFER TAX	$3,800.00
85334	02/02/2023		Accounts Payable	ChildCare Careers, LLC	INSTRUCTOR - RECREATION DEPT	$1,034.60
85335	02/02/2023		Accounts Payable	CONTRA COSTA COUNTY ASSESSOR'S	TAX RECORDS	$944.78
85336	02/02/2023		Accounts Payable	DIPRIMA, LISA	INSTRUCTOR - RECREATION DEPT	$1,296.00
85337	02/02/2023		Accounts Payable	DUNKLE, STEPHEN, M.	EMPLOYEE REIMBURSEMENT - SUPPLIES	$639.76
85338	02/02/2023		Accounts Payable	FUJIWARA, PATTY	INSTRUCTOR - RECREATION DEPT	$558.00
85339	02/02/2023		Accounts Payable	GOLDEN BAY FENCE PLUS IRON WORKS, INC.	PW PROJECT - GUARDRAIL/HANDRAIL	$18,074.00
85340	02/02/2023	*VOID* Incorrect Address	Accounts Payable	GOVERNMENT TRAINING AGENCY	*VOID*	$339.00
85341	02/02/2023		Accounts Payable	JADSON SOUZA DE JESUS	INSTRUCTOR - RECREATION DEPT	$532.80
85342	02/02/2023		Accounts Payable	JAFFE, SCOT	INSTRUCTOR - RECREATION DEPT	$162.00
85343	02/02/2023		Accounts Payable	JONES, HIROMI	INSTRUCTOR - RECREATION DEPT	$183.00
85344	02/02/2023		Accounts Payable	KASSIRER ENTERTAINMENT COMPANY	INSTRUCTOR - RECREATION DEPT	$10,571.00
85345	02/02/2023		Accounts Payable	Kathryn Rile	INSTRUCTOR - RECREATION DEPT	$426.00
85346	02/02/2023		Accounts Payable	KEITH, PAUL	EMPLOY REIMB - CC CHIEFS' MTG HOTEL COSTS	$877.80
85347	02/02/2023		Accounts Payable	KI RESEARCH INSTITUTE	INSTRUCTOR - RECREATION DEPT	$273.00
85348	02/02/2023		Accounts Payable	KINSEY, KATHRYNE ANN	INSTRUCTOR - RECREATION DEPT	$432.60
85349	02/02/2023		Accounts Payable	LACK, CHRIS	INSTRUCTOR - RECREATION DEPT	$266.00
85350	02/02/2023		Accounts Payable	LEWKOWITZ, MARK	INSTRUCTOR - RECREATION DEPT	$1,782.00
85351	02/02/2023		Accounts Payable	MARTINEZ, RAUL, B.	EMPLOYEE REIMBURSEMENT - FUEL	$165.69
85352	02/02/2023		Accounts Payable	MAZE & ASSOCIATES	TEMPORARY ACCOUNTING SERVICES	$29,758.50
85353	02/02/2023		Accounts Payable	MEYERS NAVE	LEGAL SERVICES	$29,072.20
85354	02/02/2023		Accounts Payable	MORTON II YOUTH SPORTS	INSTRUCTOR - RECREATION DEPT	$1,544.40
85355	02/02/2023		Accounts Payable	Shababo, Tracey , Elise	INSTRUCTOR - RECREATION DEPT	$1,933.20
85356	02/02/2023		Accounts Payable	SHAHKAR, MEHRAN	INSTRUCTOR - RECREATION DEPT	$180.00
85357	02/02/2023	*VOID* W9 Not Correct	Accounts Payable	SLIM CHANCE CIRCUS	*VOID*	$2,917.20
85358	02/02/2023		Accounts Payable	SUPER SOCCER STARS	INSTRUCTOR - RECREATION DEPT	$14,550.60
85359	02/02/2023		Accounts Payable	The Planning & Zoning Resource Company, LLC	REFUND - PW BOND	$1.00
85360	02/02/2023		Accounts Payable	Toolsidass, Shiv	REBATE - REAL PROPERTY TRANSFER TAX	$5,520.00
85361	02/02/2023		Accounts Payable	Luo, Li	REFUND - RECREATION PROGRAMS	$38.00
85362	02/02/2023		Accounts Payable	Slim Chance Circus	INSTRUCTOR - RECREATION DEPT	$2,917.20
85363	02/06/2023		Accounts Payable	PG&E	UTILITIES	$18,895.11
85364	02/07/2023		Accounts Payable	BILL'S UNDERGROUND	REFUND - PW BOND	$1,730.00
85365	02/07/2023		Accounts Payable	BRIDGE HOUSING	PREDEVELOPMENT LOAND - MAYFAIR	$50,000.00
85366	02/07/2023		Accounts Payable	CABLECOM	REFUND - PW BOND	$3,343.00
85367	02/07/2023		Accounts Payable	Chan, John	REFUND - PW BOND	$1,730.00

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Number	Date	Void Reason	Source	Payee Name	Description	Transaction Amount
85368	02/07/2023		Accounts Payable	EBMUD	UTILITIES	$175.03
85369	02/07/2023		Accounts Payable	EVEREST PLUMBING & DRAIN	REFUND - PW BOND	$45,502.00
85370	02/07/2023		Accounts Payable	JOE FARRELL PAVING & GRADING	REFUND - PW BOND	$2,462.00
85371	02/07/2023		Accounts Payable	PG&E - OAKLAND OFC	REFUND - PW BOND	$8,852.60
85372	02/07/2023		Accounts Payable	PIPE SPY INC	REFUND - PW BOND	$1,696.00
85373	02/07/2023		Accounts Payable	SEWER CONNECTION	REFUND - PW BOND	$1,730.00
85374	02/07/2023		Accounts Payable	Sewer Works, Inc.	REFUND - PW BOND	$1,730.00
85375	02/07/2023		Accounts Payable	Sullivan, Claire	REFUND - PW BOND	$761.65
85376	02/07/2023		Accounts Payable	TERRA NOVA ENGINEERING INC	REFUND - PW BOND	$3,460.00
85377	02/07/2023		Accounts Payable	TESTLAB, BESS	REFUND - PW BOND	$3,738.00
85378	02/07/2023		Accounts Payable	Impact Services Enterprises	REFUND - PW BOND	$761.65
85379	02/07/2023		Accounts Payable	Wong, Clifton & Sylvia	REFUND - PW BOND	$697.00
85380	02/08/2023		Accounts Payable	4LEAF, INC.	PROFESSIONAL SERVICES - INSPECTIONS	$33,415.00
85381	02/08/2023		Accounts Payable	A PLUS TREE, INC.	MAINTENANCE - STREET TREES	$29,363.00
85382	02/08/2023		Accounts Payable	Amazon Capital Services, Inc.	OFFICE SUPPLIES	$1,171.56
85383	02/08/2023		Accounts Payable	ANCHOR ENGINEERING,, INC.	PROFESSIONAL SVCS - COMPLETE STREETS	$10,360.00
85384	02/08/2023		Accounts Payable	ARMOUR PETROLEUM SVC & EQUIPT	ALARM SERVICES	$495.15
85385	02/08/2023		Accounts Payable	ASCENT ENVIRONMENT, INC.	PROFESSIONAL SERVICES - HOUSING ELEMENT	$5,531.89
85386	02/08/2023		Accounts Payable	AVILA PROJECT MANAGEMENT	PROJECT MANAGEMENT/STAFF AUGMENTATION	$16,992.50
85387	02/08/2023		Accounts Payable	BATTALION ONE FIRE PROTECTION	ANNUAL FIRE SPRINKLER TESTING	$1,360.00
85388	02/08/2023		Accounts Payable	BERTRAND, FOX, ELLIOT, OSMAN & WENZEL	LEGAL SERVICES	$19,646.25
85389	02/08/2023		Accounts Payable	BOUNDTREE MEDICAL LLC	MEDICAL SUPPLIES	$582.89
85390	02/08/2023		Accounts Payable	BRIGHTVIEW LANDSCAPE SERVICES, INC.	MAINTENANCE - LANDSCAPE	$11,436.58
85391	02/08/2023		Accounts Payable	CINTAS CORPORATION #054 UNIFORMS	UNIFORMS	$190.61
85392	02/08/2023		Accounts Payable	CITY OF FAIRFIELD	RANGE FEES	$1,548.00
85393	02/08/2023		Accounts Payable	CITY OF FOSTER CITY	RECRUITMENT SERVICES	$1,080.00
85394	02/08/2023		Accounts Payable	Community Conservation Centers, Inc.	RECYCLING SERVICES	$130.55
85395	02/08/2023		Accounts Payable	CONTRA COSTA COUNTY LIBRARY	LIBRARY SERVICES	$13,694.44
85396	02/08/2023		Accounts Payable	CCCC OFC SHERIFF-CORONER	CAL-ID REMOTE ACCESS SYSTEM SHARE OF COST	$36,048.00
85397	02/08/2023		Accounts Payable	CORE COMPUTING SOLUTIONS	ENCORE SYSTEM MAINTENANCE & SUPPORT	$165.24
85398	02/08/2023		Accounts Payable	DELL MARKETING L.P.	EQUIPMENT - INFORMATION TECHNOLOGY	$4,548.31
85399	02/08/2023		Accounts Payable	DICKINSON FLEET SVCS / COX AUTOMOTIVE	VEHICLE MAINTENANCE	$3,798.04
85400	02/08/2023		Accounts Payable	EAST BAY - LEAGUE OF CA CITIES	LEAGUE OF CA CITIES, EAST BAY DIV MEETING FEE	$250.00
85401	02/08/2023		Accounts Payable	EAST BAY BICYCLE COALITION	EVENT SPONSOR - BIKE TO WORK DAY	$2,500.00
85402	02/08/2023		Accounts Payable	ECMS, INC.	UNIFORM REPAIR	$740.40
85403	02/08/2023		Accounts Payable	EL CERRITO CHAMBER OF COMMERCE	MEMBERSHIP DUES	$578.00
85404	02/08/2023		Accounts Payable	ERGONOMIC SEATING & PRODUCTS INC.	ERGONOMIC FURNITURE AND SUPPLIES	$6,581.13
85405	02/08/2023		Accounts Payable	FEDEX	SHIPPING SERVICES	$49.23

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Attachment A - Feb 2023 Payment Register

Number	Date	Void Reason	Source	Payee Name	Description	Transaction Amount
85406	02/08/2023		Accounts Payable	FEHR & PEERS	DEL NORTE COMPLETE STREEt=TS PROJECT	$6,822.37
85407	02/08/2023		Accounts Payable	FIRE INFORMATION SUPPORT SVCS	PROFESSIONAL SERVICES	$700.00
85408	02/08/2023		Accounts Payable	FOLGERGRAPHICS, INC.	PRINTING SERVICES	$4,347.71
85409	02/08/2023		Accounts Payable	FORENSIC SERVICES DIVISION	FORENSIC TESTING	$1,900.00
85410	02/08/2023		Accounts Payable	FRASER & ASSOCIATES	PROFESSIONAL SERVICES - SUCCESOR/RDA	$1,237.50
85411	02/08/2023		Accounts Payable	GILMAN STREET PRESS	PRINTING SERVICES	$110.75
85412	02/08/2023		Accounts Payable	GOLDFARB & LIPMAN	LEGAL SERVICES	$312.00
85413	02/08/2023		Accounts Payable	GROUP 4 ARCHITECTURE, RESEARCH & PLNG	PROFESSIONAL SERVICES	$1,470.00
85414	02/08/2023		Accounts Payable	HONEY BUCKET	PORTA POTTY SERVICES	$221.05
85415	02/08/2023		Accounts Payable	HUNT & SONS, INC.	FUEL	$19,888.47
85416	02/08/2023		Accounts Payable	IBM Credi LLC	EQUIPMENT - INFORMATION TECHNOLOGY	$26,547.41
85417	02/08/2023		Accounts Payable	INDEPENDENT INVESTIGATIVE CONSULTANTS	INVESTIGATION SERVICES	$8,166.50
85418	02/08/2023		Accounts Payable	IRON MOUNTAIN	RECORD STORAGE	$1,309.27
85419	02/08/2023		Accounts Payable	KEYSER MARSTON ASSOCIATES, INC	PROFESSIONAL SERVICES - BART/LIBRARY	$290.00
85420	02/08/2023		Accounts Payable	KISTER,SAVIO & REI INC	MAP CHECKING SERVICES	$740.00
85421	02/08/2023		Accounts Payable	KNORR SYSTEMS, INC.	SWIMMING POOL SUPPLIES	$1,077.50
85422	02/08/2023		Accounts Payable	KRAMER WORKPLACE INVESTIGATIONS	INVESTIGATION SERVICES	$4,998.00
85423	02/08/2023		Accounts Payable	KREISBERG LAW FIRM	LEGAL SERVICES	$469.00
85424	02/08/2023		Accounts Payable	L.N. CURTIS & SONS	UNIFORMS	$26.46
85425	02/08/2023		Accounts Payable	LEAF	SOFTWARE LICENSES	$1,300.43
85426	02/08/2023		Accounts Payable	LIEBERT CASSIDY	LEGAL SERVICES	$3,152.35
85427	02/08/2023		Accounts Payable	MORTON'S URBAN PEST MANAGEMENT	PEST CONTROL SERVICES	$475.00
85428	02/08/2023		Accounts Payable	MUNICIPAL POOLING AUTHORITY	JPA PREMIUM PYMTS/TRUEUPS 10/2022 - 12/2022	$2,058.26
85429	02/08/2023		Accounts Payable	NAPA SOLANO S.A.N.E/S.A.R.T.	INVESTIGATION EXAMPS	$2,400.00
85430	02/08/2023		Accounts Payable	Norge Cleaners and Alterations	UNIFORM CLEANING	$409.40
85431	02/08/2023		Accounts Payable	OFFICE RELIEF, INC.	OFFICE SUPPLIES	$78.71
85432	02/08/2023		Accounts Payable	PITNEY BOWES PURCHASE POWER	OFFICE SUPPLIES	$29.99
85433	02/08/2023		Accounts Payable	PLANETMAGPIE	PROFESSIONAL SERVICES - INFORMATION TECH	$4,500.00
85434	02/08/2023		Accounts Payable	PLAZA AUTO SERVICE INC	VEHICLE MAINTENANCE	$77.18
85435	02/08/2023		Accounts Payable	PREFERRED ALLIANCE, INC.	RECRUITMENT SERVICES - DRUG TESTING	$126.00
85436	02/08/2023		Accounts Payable	RICOH USA, INC	EQUIPMENT LEASE - COPIERS	$1,636.11
85437	02/08/2023		Accounts Payable	ROADPOST USA, INC.	SATELITTE PHONES	$133.90
85438	02/08/2023		Accounts Payable	S.P. AUTOMOTIVE	VEHICLE MAINTENANCE	$14.96
85439	02/08/2023		Accounts Payable	SSD ALARM	ALARM SERVICES	$283.82
85440	02/08/2023		Accounts Payable	STAPLES ADVANTAGE	OFFICE SUPPLIES	$440.65
85441	02/08/2023		Accounts Payable	STERICYCLE, INC.	MEDICAL WASTE DISPOSAL	$738.97
85442	02/08/2023		Accounts Payable	TELEFLEX, INC.	MEDICAL SUPPLIES	$1,228.25
85443	02/08/2023		Accounts Payable	TERRYBERRY	SERVICE AWARDS	$4,399.95

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Number	Date	Void Reason	Source	Payee Name	Description	Transaction Amount
85444	02/08/2023		Accounts Payable	THE FLYING LOCKSMITHS - SAN JOSE	LOCKSMITH/SECURITY SYSTEMS INSTALL	$10,036.95
85445	02/08/2023		Accounts Payable	TWO BROTHERS POOL & SPA	SWIMMING POOL SERVICING	$3,600.00
85446	02/08/2023		Accounts Payable	TYLER TECHNOLOGIES	FINANCIAL/ACCOUNTING SYSTEMS & TRAINING	$853.74
85447	02/10/2023		Accounts Payable	CALPERS LONG TERM CARE PROGRAM	LONG TERM CARE INSURANCE	$39.66
85448	02/10/2023		Accounts Payable	FRANCHISE TAX BOARD	GARNISHMENT	$1,182.44
85449	02/10/2023		Accounts Payable	HEALTH CARE DENTAL TRUST	DENTAL INSURANCE PREMIUMS	$17,317.83
85450	02/10/2023		Accounts Payable	IAFF LOCAL 1230	LABOR DUES	$5,193.71
85451	02/10/2023		Accounts Payable	KAISER FOUNDATION HEALTH PLAN	MEDICAL INSURANCE PREMIUMS	$215,497.58
85452	02/10/2023		Accounts Payable	LEGALSHIELD	LEGAL SERVICES	$182.40
85453	02/10/2023		Accounts Payable	MUNICIPAL POOLING AUTHORITY	SUPPLIMENTAL LIFE INSURANCE	$11,684.95
85454	02/10/2023		Accounts Payable	NATIONWIDE TRUST COMPANY, FSB	FIRE HEALTH SAVINGS	$10,200.00
85455	02/10/2023		Accounts Payable	SEIU LOCAL 1021	EMPLOYEE VOLUNTARY CONTRIBUTIONS COPE	$1,718.26
85456	02/10/2023		Accounts Payable	SUTTER HEALTH PLUS	MEDICAL INSURANCE PREMIUMS - EMPLOYEE	$39,861.20
85457	02/10/2023		Accounts Payable	U.S. BANK - INSTITUTIONAL TRUST - W REGION	PUBLIC AGENCY RETIREMENT SERVICES (PARS)	$2,094.76
85458	02/13/2023		Accounts Payable	24 HOUR FITNESS USA, LLC	FITNESS MEMBERSHIP FEES	$831.74
85459	02/13/2023		Accounts Payable	AJCHE, DANIEL	FACILITY MAINTENANCE	$720.00
85460	02/13/2023		Accounts Payable	ARMOUR PETROLEUM SVC & EQUIPT	INSPECTION SERVICES	$185.00
85461	02/13/2023		Accounts Payable	ASCENT ENVIRONMENT, INC.	HOUSING ELEMENT	$5,164.37
85462	02/13/2023		Accounts Payable	ATCO Pest Control	PEST CONTROL SERVICES	$375.00
85463	02/13/2023		Accounts Payable	AUTO GLASS EXPRESS	VEHICLE MAINTENANCE	$387.43
85464	02/13/2023		Accounts Payable	AVILA PROJECT MANAGEMENT	ENGINEERING INSPECTION SERVICES	$6,720.00
85465	02/13/2023		Accounts Payable	BATTALION ONE FIRE PROTECTION	FIRE SPRINKLER TESTING	$1,400.00
85466	02/13/2023		Accounts Payable	BAY ALARM COMPANY	ALARM SERVICES	$847.05
85467	02/13/2023		Accounts Payable	BEST EQUIPMENT	FIRE EXTINGUISERS	$421.29
85468	02/13/2023		Accounts Payable	BRIGHTVIEW LANDSCAPE SERVICES, INC.	LANDSCAPE MAINTENANCE	$11,436.58
85469	02/13/2023		Accounts Payable	CCC SENIOR NUTRITION PROGRAM	SENIOR NUTRITION MEAL SVCS 07/22 - 12/22	$5,747.65
85470	02/13/2023		Accounts Payable	CHILDCARE CAREERS, LLC	CHILD CARE SERVICES	$3,140.76
85471	02/13/2023		Accounts Payable	CINTAS CORPORATION #054 UNIFORMS	UNIFORMS	$559.10
85472	02/13/2023		Accounts Payable	CITY OF RICHMOND	DISPATCH SERVICES	$67,870.08
85473	02/13/2023		Accounts Payable	COIT	FACILITY MAINTENANCE - CARPET CLEANING	$1,575.00
85474	02/13/2023		Accounts Payable	COUNTY CLERK-ELECTIONS DIV	ELECTION COSTS	$23,660.70
85475	02/13/2023		Accounts Payable	CRIME SCENE CLEANERS, INC.	DISINFECTING SERVICES	$108.00
85476	02/13/2023		Accounts Payable	CRISTANDO HOUSE, INC.	LEADERSHIP TRAINING	$240.00
85477	02/13/2023		Accounts Payable	DICKINSON FLEET SVCS / COX AUTOMOTIVE	VEHICLE MAINTENANCE	$11,602.02
85478	02/13/2023		Accounts Payable	ERGONOMIC SEATING & PRODUCTS INC.	ERGONOMIC FURNITURE AND SUPPLIES	$10,376.74
85479	02/13/2023		Accounts Payable	FOLSOM LAKE FORD	ASSET PURCHASE - TWO FORD EXPLORERS	$106,585.90
85480	02/13/2023		Accounts Payable	FUJIWARA, PATTY	INSTRUCTOR - RECREATION DEPT	$960.00
85481	02/13/2023		Accounts Payable	IRON MOUNTAIN	RECORD STORAGE	$1,058.22

City of El Cerrito

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Number	Date	Void Reason	Source	Payee Name	Description	Transaction Amount
85482	02/13/2023		Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS	ALARM SERVICES	$429.79
85483	02/13/2023		Accounts Payable	KEL-AIRE	FACILITY MAINTENANCE - HVAC CITY HALL	$755.85
85484	02/13/2023		Accounts Payable	KNORR SYSTEMS, INC.	CHEMICALS - SWIMMING POOL MAINTENANCE	$2,843.41
85485	02/13/2023		Accounts Payable	L.N. CURTIS & SONS	UNIVORMS	$4,105.54
85486	02/13/2023		Accounts Payable	LEAGUE OF CALIF.CITIES	MEMBERSHIP FEES	$11,332.00
85487	02/13/2023		Accounts Payable	LEHR AUTO ELECTRIC & EMERGENCY	VEHICLE MAINTENANCE	$892.50
85488	02/13/2023		Accounts Payable	MERCURIO BROS. PRINTING, INC,	OFFICE SUPPLIES	$368.24
85489	02/13/2023		Accounts Payable	MOBILE MODULAR MANAGEMENT CORP	LEASE FINANCE - MODULAR 02/23 & 11/22	$10,664.78
85490	02/13/2023		Accounts Payable	NEW IMAGE LANDSCAPE COMPANY	LANDSCAPE MAINTENANCE	$9,166.66
85491	02/13/2023		Accounts Payable	OFFICE DEPOT	OFFICE SUPPLIES	$263.77
85492	02/13/2023		Accounts Payable	PLAZA AUTO SERVICE INC	VEHICLE MAINTENANCE	$1,957.77
85493	02/13/2023		Accounts Payable	RADAR SHOP, THE	VEHICLE MAINTENANCE	$590.00
85494	02/13/2023		Accounts Payable	RICHMOND ROD AND GUN CLUB, INC	RANGE RENTAL FEES	$250.00
85495	02/13/2023		Accounts Payable	RUBICON ENTERPRISES INC	LANDSCAPE MAINTENANCE	$31,833.85
85496	02/13/2023		Accounts Payable	Shababo, Tracey , Elise	INSTRUCTOR - RECREATION DEPT	$1,758.00
85497	02/13/2023		Accounts Payable	SHI - GOVERNMENT SOLUTIONS, INC.	EQUIPMENT - INFORMATION TECHNOLOGY	$1,221.65
85498	02/13/2023		Accounts Payable	SPEAKWRITE LLC	TRANSCRIPTION SERVICES	$306.54
85499	02/13/2023		Accounts Payable	SSD ALARM	ALARM SERVICES	$660.90
85500	02/13/2023		Accounts Payable	STERICYCLE, INC.	HAZMAT DISPOSAL SERVICES	$77.89
85501	02/13/2023		Accounts Payable	SYMBOL ARTS	COMMEMORATIVE COIN	$1,077.30
85502	02/13/2023		Accounts Payable	THE ED JONES COMPANY	BADGES/RIBBONS	$263.40
85503	02/13/2023		Accounts Payable	UNIVERSAL BUILDING SERVICE	CUSTODIAL SERVICES	$6,645.58
85504	02/15/2023		Accounts Payable	MEYERS NAVE	LEGAL SERVICES	$20,793.81
85505	02/16/2023		Accounts Payable	4LEAF, INC.	PROFESSIONAL SERVICES - PALN REVIEWS	$76,671.90
85506	02/16/2023		Accounts Payable	Amazon Capital Services, Inc.	OFFICE SUPPLIES	$124.21
85507	02/16/2023		Accounts Payable	ART P.E., JAMES E.	FIRE PROTECTOIN ENGINEERING SERVICES	$840.17
85508	02/16/2023		Accounts Payable	BLACK, MEI-YU	INSTRUCTOR - RECREATION DEPT	$234.00
85509	02/16/2023		Accounts Payable	CINTAS CORPORATION #054 UNIFORMS	UNIFORMS	$886.51
85510	02/16/2023		Accounts Payable	CITY OF WALNUT CREEK	MAYOR'S CONFERENCE FEES	$110.00
85511	02/16/2023		Accounts Payable	CONSTABLE, MARIANNE	INSTRUCTOR - RECREATION DEPT	$84.00
85512	02/16/2023		Accounts Payable	DATA TICKET, INC.	CODE ENFORCEMENT PROCESSING	$200.00
85513	02/16/2023		Accounts Payable	EAST BAY SANITARY CO.INC.	STREET SWEEPING SERVICES	$8,587.25
85514	02/16/2023		Accounts Payable	Gabriel, Barbara , A.	INSTRUCTOR - RECREATION DEPT	$588.00
85515	02/16/2023		Accounts Payable	HONEY BUCKET	PORTA POTTY SERVICES	$221.05
85516	02/16/2023		Accounts Payable	JADSON SOUZA DE JESUS	INSTRUCTOR - RECREATION DEPT	$454.50
85517	02/16/2023		Accounts Payable	JAFFE, SCOT	INSTRUCTOR - RECREATION DEPT	$264.00
85518	02/16/2023		Accounts Payable	JONES, HIROMI	INSTRUCTOR - RECREATION DEPT	$528.00
85519	02/16/2023		Accounts Payable	Kathryn Rile	INSTRUCTOR - RECREATION DEPT	$330.00

Number	Date	Void Reason	Source	Payee Name	Description	Transaction Amount
85520	02/16/2023		Accounts Payable	KEL-AIRE	FACILITIES MAINTENANCE - HVAC	$360.50
85521	02/16/2023		Accounts Payable	KI RESEARCH INSTITUTE	INSTRUCTOR - RECREATION DEPT	$258.00
85522	02/16/2023		Accounts Payable	KINSEY, KATHRYNE ANN	INSTRUCTOR - RECREATION DEPT	$498.00
85523	02/16/2023		Accounts Payable	L.N. CURTIS & SONS	PERSONAL PROTECTON EQUIPMENT	$22,038.99
85524	02/16/2023		Accounts Payable	LACK, CHRIS	INSTRUCTOR - RECREATION DEPT	$266.00
85525	02/16/2023		Accounts Payable	NERD CROSSING	WEB HOSTING SERVICES - INFO TECH	$400.00
85526	02/16/2023		Accounts Payable	OFFICE DEPOT	OFFICE SUPPLIES	$270.47
85527	02/16/2023		Accounts Payable	PASTIME HARDWARE	FACILITY MAINTENANCE SUPPLIES	$47.89
85528	02/16/2023		Accounts Payable	PLAZA AUTO SERVICE INC	VEHICLE MAINTENANCE	$3,924.31
85529	02/16/2023		Accounts Payable	RAMOS, STEPHANIE, R	INSTRUCTOR - RECREATION DEPT	$5,805.30
85530	02/16/2023		Accounts Payable	RUIZ, JOE	INSTRUCTOR - RECREATION DEPT	$1,061.40
85531	02/16/2023		Accounts Payable	SHAHKAR, MEHRAN	INSTRUCTOR - RECREATION DEPT	$486.00
85532	02/16/2023		Accounts Payable	SSD ALARM	ALARM SERVICES	$173.40
85533	02/16/2023		Accounts Payable	ST. FRANCIS ELECTRIC	STREET LIGHT MAINTENANCE	$12,233.90
85534	02/16/2023		Accounts Payable	TOYOTA MATERIAL HANDLING NC	FORKLIFT & EQUIPMENT MAINTENANCE	$1,176.00
85535	02/16/2023		Accounts Payable	UNIVERSAL BUILDING SERVICE	CUSTODIAL SERVICES	$1,889.00
85536	02/16/2023		Accounts Payable	VERMONT SYSTEMS, INC.	RECREATION SYSTEMS MANAGEMENT	$343.75
85537	02/16/2023		Accounts Payable	VERMONT SYSTEMS, INC.	RECREATION SYSTEMS MANAGEMENT	$1,125.00
85538	02/16/2023		Accounts Payable	CARR, ELLIOT	RED CROSS SWIM COACH CERT/BACKGRD	$43.00
85539	02/16/2023		Accounts Payable	CEJA, VERONICA	EMPLOYEE REIMBURSEMENT - LUNCH FOR TRNG	$16.00
85540	02/16/2023		Accounts Payable	DEPARTMENT OF MOTOR VEHICLES	VEHICLE RECORD REQUEST	$15.00
85541	02/16/2023		Accounts Payable	DUNKLE, STEPHEN, M.	EMPLOYEE REIMBURSEMENT - BUILDING SUPPLIES	$57.49
85542	02/16/2023		Accounts Payable	EMILY , GRAHAM	EMPLOYEE REIMBURSEMENT - PER DIEM (TRNG/TRVL)	$150.00
85543	02/16/2023		Accounts Payable	eRecording Partners Network	REFUND - TITLE COMPANY ERROR	$5,760.00
85544	02/22/2023		Accounts Payable	EBMUD	UTILITIES	$7,387.10
85545	02/22/2023		Accounts Payable	PG&E	UTILITIES	$76,846.11
85546	02/24/2023		Accounts Payable	CALPERS LONG TERM CARE PROGRAM	LONG TERM CARE INSURANCE	$39.66
85547	02/24/2023		Accounts Payable	EL CERRITO FIRE DEPT MGMT GRP	LABOR DUES	$50.00
85548	02/24/2023		Accounts Payable	EL CERRITO PUBLIC SFTY EE MGMT	LABOR DUES	$671.00
85549	02/24/2023		Accounts Payable	FIRE ASSOCIATION	LABOR DUES	$510.00
85550	02/24/2023		Accounts Payable	FRANCHISE TAX BOARD	GARNISHMENT	$1,182.44
85551	02/24/2023		Accounts Payable	LIFE INSURANCE OF NORTH AMERICA	ACCIDENTIAL DEATH & DISMEMBERMENT PREMIUM	$69.50
85552	02/24/2023		Accounts Payable	POLICE ASSN.	LABOR DUES	$4,878.07
85553	02/24/2023		Accounts Payable	PRO FIREFIGHTERS ASSN DUES	LABOR DUES	$290.00
85554	02/24/2023		Accounts Payable	SEIU LOCAL 1021	EMPLOYEE VOLUNTARY CONTRIBUTIONS (COPE)	$1,707.67
85555	02/24/2023		Accounts Payable	U.S. BANK - INSTITUTIONAL TRUST - W REGION	PUBLIC AGENCY RETIREMENT SERVICES (PARS)	$2,219.74
85556	02/23/2023		Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT	FIRE APPARATUS REPAIR AND SERVICE	$15,912.46
85557	02/23/2023		Accounts Payable	Amazon Capital Services, Inc.	OFFICE SUPPLIES	$58.41

Monthly Payment Register

From Payment Date: 2/1/2023 - To Payment Date: 2/28/2023

Attachment A - Feb 2023 Payment Register

Number	Date	Void Reason	Source	Payee Name	Description	Transaction Amount
85558	02/23/2023		Accounts Payable	AT&T	TELEPHONE & INTERNET SERVICES	$11,588.32
85559	02/23/2023		Accounts Payable	AVILA PROJECT MANAGEMENT	SWIMMING POOL REPLASTER	$3,032.50
85560	02/23/2023		Accounts Payable	BALTZ, LEONARD	INSTRUCTOR - RECREATION DEPT	$1,186.20
85561	02/23/2023		Accounts Payable	BAY ALARM COMPANY	ALARM SERVICES	$288.15
85562	02/23/2023		Accounts Payable	BOUNDTREE MEDICAL LLC	MEDICAL SUPPLIES	$2,209.30
85563	02/23/2023		Accounts Payable	BPXPRESS	SWIMMING POOL REPLASTERING	$78.00
85564	02/23/2023		Accounts Payable	CINDY K HULL & ASSOC-FORENSIC CONSULTING	TRAINING - CRIME SCENE	$900.00
85565	02/23/2023		Accounts Payable	CINTAS CORPORATION #054 UNIFORMS	UNIFORMS	$103.46
85566	02/23/2023		Accounts Payable	CITY OF FAIRFIELD	FIRE RANGE FEES	$2,520.00
85567	02/23/2023		Accounts Payable	CONTRA COSTA CARE GROUP INC	EMERGENCY RESPONSE DUES	$550.00
85568	02/23/2023		Accounts Payable	CORODATA SHREDDING INC.	SHREDDING SERVICES	$207.43
85569	02/23/2023		Accounts Payable	CRIME SCENE CLEANERS, INC.	DISINFECTING SERVICES	$108.00
85570	02/23/2023		Accounts Payable	DON'S TIRE SERVICE, INC.	VEHICLE MAINTENANCE	$206.54
85571	02/23/2023		Accounts Payable	GRAUL, BELINDA	INSTRUCTOR - RECREATION DEPT	$5,590.00
85572	02/23/2023		Accounts Payable	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES - PLANNING	$2,170.00
85573	02/23/2023		Accounts Payable	KOFF & ASSOCIATES, INC.	PROFESSIONAL SERVICES - CLASS & COMP	$10,625.00
85574	02/23/2023		Accounts Payable	KUROSAKI, RAYKO	INSTRUCTOR - RECREATION DEPT	$180.00
85575	02/23/2023		Accounts Payable	LEAF	SOFTWARE LICENSES	$1,300.43
85576	02/23/2023		Accounts Payable	LEHR AUTO ELECTRIC & EMERGENCY	ASSET PURCHASE - VEHICHLE UPGRADES	$17,676.33
85577	02/23/2023		Accounts Payable	MORTON'S URBAN PEST MANAGEMENT	PEST CONTROL SERVICES	$715.00
85578	02/23/2023		Accounts Payable	OFFICE DEPOT	OFFICE SUPPLIES	$362.26
85579	02/23/2023		Accounts Payable	OLIVERO PLUMBING	PLUMBING SERVICES	$471.53
85580	02/23/2023		Accounts Payable	PETERSON TRUCKS, INC.	VEHICLE MAINTENANCE - FIRE DEPT	$6,812.67
85581	02/23/2023		Accounts Payable	PLANETMAGPIE	IT CONSULTING - ID CERTIFICATION SOFTWARE	$265.00
85582	02/23/2023		Accounts Payable	PREMIER GRAPHICS	PRINTING SERVICES	$55.13
85583	02/23/2023		Accounts Payable	REM, INC.	ENVIRONMENTAL INFRASTRUCTURE 3 YR MNTCE	$10,256.40
85584	02/23/2023		Accounts Payable	RICOH USA, INC	EQUIPMENT LEASE - COPIERS	$1,591.71
85585	02/23/2023		Accounts Payable	RINGCENTRAL, INC.	VOIP TELEPHONE SERVICE	$1,450.97
85586	02/23/2023		Accounts Payable	ROTARY CLUB OF EL CERRITO	DUES - 3RD QUARTER	$375.00
85587	02/23/2023		Accounts Payable	SPEEDPRO IMAGING OF SF PENINSULA	VEHICLE MAINTENANCE - PATROL CAR DECALS	$408.39
85588	02/23/2023		Accounts Payable	SSP DATA PRODUCTS	SOFTWARE LICENSE SUBSCRIPTION	$2,676.27
85589	02/23/2023		Accounts Payable	ST. FRANCIS ELECTRIC	LIGHTING REPAIR	$2,564.30
85590	02/23/2023		Accounts Payable	STATE OF CA DEPT OF JUSTICE	BIOMETRIC SERVICES	$591.00
85591	02/23/2023		Accounts Payable	THE ED JONES COMPANY	BADGE PRINTING	$1,851.48
85592	02/23/2023		Accounts Payable	THOMSON REUTERS/BARCLAYS	NAVIGATION SOFTWARE SUBSCRIPTION	$2,160.90
85593	02/23/2023		Accounts Payable	TIM JUNG INVESTIGATIONS	INVESTIGATION SERVICES	$1,824.98
85594	02/23/2023		Accounts Payable	UNIVERSAL BUILDING SERVICE	CUSTODIAL SERVICES	$292.53
85595	02/23/2023		Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE	TUITION - FIRE ARMS/TACTICAL TRAINING	$339.00

City of El Cerrito

Monthly Payment Register

From Payment Date: 2/1/2023 - To Payment Date: 2/28/2023

Number	Date	Void Reason	Source	Payee Name	Description	Transaction Amount
85596	02/23/2023		Accounts Payable	Birdsell, Adam	EMPLOYEE REIMBURSEMENT - TRAINING	$65.00
85597	02/23/2023		Accounts Payable	COOPER, PAUL	EMPLOYEE REIMBURSEMENT - PER DIEM	$80.00
85598	02/23/2023		Accounts Payable	LEONE*AARON	EMPLOYEE REIMBURSEMENT - PER DIEM	$150.00
85599	02/23/2023		Accounts Payable	Mejia, Juan	EMPLOYEE REIMBURSEMENT - PER DIEM	$40.00
85600	02/23/2023		Accounts Payable	Olivieri, Michael	EMPLOYEE REIMBURSEMENT - PER DIEM	$24.00
85601	02/23/2023		Accounts Payable	TRAC, RYAN, L.	EMPLOYEE REIMBURSEMENT - PER DIEM/MILEAGE	$215.00
85602	02/23/2023		Accounts Payable	Austin, Tara	REFUND - PLAN CHECK FEES	$459.00
85603	02/27/2023		Accounts Payable	CHAVAN & ASSOCIATES, LLP	ANNUAL AUDITING SERVICES	$24,975.00
85604	02/28/2023		Accounts Payable	Alvarez, Nadeem	OVERTIME MEAL ALLOWANCE	$70.00
85605	02/28/2023		Accounts Payable	BROSAS, DONOVAN	OVERTIME MEAL ALLOWANCE	$160.00
85606	02/28/2023		Accounts Payable	CEJA, VERONICA	OVERTIME MEAL ALLOWANCE	$40.00
85607	02/28/2023		Accounts Payable	CLIATT, SCOTT	OVERTIME MEAL ALLOWANCE	$50.00
85608	02/28/2023		Accounts Payable	COOPER, PAUL	OVERTIME MEAL ALLOWANCE	$90.00
85609	02/28/2023		Accounts Payable	ELLIOTT, MARIELLE	OVERTIME MEAL ALLOWANCE	$130.00
85610	02/28/2023		Accounts Payable	HASHIMOTO, KENNETH, J.	OVERTIME MEAL ALLOWANCE	$60.00
85611	02/28/2023		Accounts Payable	Hernandez, Danielle	OVERTIME MEAL ALLOWANCE	$160.00
85612	02/28/2023		Accounts Payable	HUBBS, SIDNEY	OVERTIME MEAL ALLOWANCE	$90.00
85613	02/28/2023		Accounts Payable	KARKI, RAVI	OVERTIME MEAL ALLOWANCE	$30.00
85614	02/28/2023		Accounts Payable	LEONE*AARON	OVERTIME MEAL ALLOWANCE	$180.00
85615	02/28/2023		Accounts Payable	LY, SON	OVERTIME MEAL ALLOWANCE	$20.00
85616	02/28/2023		Accounts Payable	Ma, Sang	OVERTIME MEAL ALLOWANCE	$40.00
85617	02/28/2023		Accounts Payable	Mejia, Juan	OVERTIME MEAL ALLOWANCE	$20.00
85618	02/28/2023		Accounts Payable	Olivieri, Michael	OVERTIME MEAL ALLOWANCE	$110.00
85619	02/28/2023		Accounts Payable	PERALES, EDWARD, J.	OVERTIME MEAL ALLOWANCE	$150.00
85620	02/28/2023		Accounts Payable	Ramos Banales, Alicia	OVERTIME MEAL ALLOWANCE	$20.00
85621	02/28/2023		Accounts Payable	Ringgenberg, Kent	OVERTIME MEAL ALLOWANCE	$10.00
85622	02/28/2023		Accounts Payable	Rivera, Humberto	OVERTIME MEAL ALLOWANCE	$230.00
85623	02/28/2023		Accounts Payable	RYDER, GODSON	OVERTIME MEAL ALLOWANCE	$180.00
85624	02/28/2023		Accounts Payable	TANG, GILBERT	OVERTIME MEAL ALLOWANCE	$650.00
85625	02/28/2023		Accounts Payable	TRAC, RYAN, L.	OVERTIME MEAL ALLOWANCE	$220.00
85626	02/28/2023		Accounts Payable	VAZQUEZ-AVALOS, SERGIO	OVERTIME MEAL ALLOWANCE	$270.00
85627	02/28/2023		Accounts Payable	WAHRLICH, JOHN-TRACY	OVERTIME MEAL ALLOWANCE	$110.00
85628	02/28/2023		Accounts Payable	WARE, STEPHANIE	OVERTIME MEAL ALLOWANCE	$10.00
85629	02/28/2023		Accounts Payable	WENTWORTH*DAVID	OVERTIME MEAL ALLOWANCE	$70.00
85630	2/28/2023		Accounts Payable	WHITNEY, JOHN	OVERTIME MEAL ALLOWANCE	$190.00
85631	02/28/2023		Accounts Payable	WRIGHT, ROBERT	OVERTIME MEAL ALLOWANCE	$70.00
85632	02/28/2023		Accounts Payable	ZHAO, ZITIAN	OVERTIME MEAL ALLOWANCE	$20.00
TOTAL - CHECKS			**302 Transactions**			**$1,660,495.73**

City of El Cerrito

Attachment A - Feb 2023 Payment Register

Monthly Payment Register

From Payment Date: 2/1/2023 - To Payment Date: 2/28/2023

Number	Date	Void Reason	Source	Payee Name	Description	Transaction Amount
ACCOUNTS PAYABLE - EFTs						
2396	02/10/2023		Accounts Payable	EDD - PAYROLL TAX DEPOSIT	STATE TAXES	$33,022.59
2397	02/10/2023		Accounts Payable	IRS	FEDERAL TAXES	$126,352.19
2398	02/10/2023		Accounts Payable	MIssionSquare (name chg 03-2021 formerly ICMA)	DEFERRED COMPENSATOIN	$44,932.06
2399	02/10/2023		Accounts Payable	CalPERS	RETIREMENT/PENSION	$154,913.52
2400	02/10/2023		Accounts Payable	STATE DISBURSEMENT UNIT	GARNISHMENT	$100.96
2401	02/24/2023		Accounts Payable	IRS	RETIREE PERSONAL INCOME TAX	$200.00
2402	02/24/2023		Accounts Payable	EDD - PAYROLL TAX DEPOSIT	STATE TAXES	$34,326.34
2403	02/24/2023		Accounts Payable	IRS	FEDERAL TAXES	$127,497.71
2404	02/24/2023		Accounts Payable	MIssionSquare (name chg 03-2021 formerly ICMA)	DEFERRED COMPENSATOIN	$45,051.71
2405	02/24/2023		Accounts Payable	CalPERS	RETIREMENT	$162,187.73
2406	02/24/2023		Accounts Payable	STATE DISBURSEMENT UNIT	GARNISHMENT	$100.96
2407	02/07/2023		Accounts Payable	KATZ, JUDY	INSTRUCTOR - RECREATION DEPT	$331.20
2408	02/27/2023		Accounts Payable	EDD - PAYROLL TAX DEPOSIT	STATE TAXES	$5,286.05
2409	02/27/2023		Accounts Payable	IRS	FEDERAL TAXES	$15,630.13
2410	02/22/2023		Accounts Payable	U.S. BANK	SUCCESSOR/RDA DEBT PAYMENT 2016A/2016B	$1,061,396.81
2411	02/28/2023		Accounts Payable	CalPERS	RETIREMENT/PENSION	$46,966.01
TOTAL - EFTs			**16 Transactions**			**$1,858,295.97**

ACCOUNTS PAYABLE

Status	Count	Transaction Amount
Payments	316	$3,515,535.50
Voided	2	$3,256.20
Total	**318**	**$3,518,791.70**

PAYROLL

Status	Count	Transaction Amount
Open	555	$1,047,701.21
Voided	0	$0.00
Total	**555**	**$1,047,701.21**

GRAND TOTAL	**873**	**$4,566,492.91**

AGENDA BILL

Agenda Item No. 7.H.

Date: March 21, 2023
To: El Cerrito City Council
From: Christina Leard, Management Analyst III; Will Provost, Operations + Environmental Services Division Manager; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Subject: Annual Parcel Assessment for the National Pollutant Discharge Elimination System (NPDES) Program and Drainage Maintenance Activities for Fiscal Year 2023-24

ACTION PROPOSED

Adopt a resolution establishing the annual parcel assessment for the National Pollutant Discharge Elimination System (NPDES) program and Drainage Maintenance activities at the current rate of $38.00 per Equivalent Runoff Unit (ERU) and authorizing the Contra Costa County Flood Control & Water Conservation District to adopt Stormwater Utility Area (SUA) levies based on said amount for Fiscal Year (FY) 2023-24.

BACKGROUND - CLEAN WATER PROGRAM UPDATE

Under the 1987 amendments to the Federal Water Pollution Control Act (Clean Water Act), all jurisdictions in the United States are responsible for ensuring compliance with the National Pollutant Discharge Elimination System (NPDES) program. The State Water Resources Control Board grants regulatory responsibilities for water quality to the Regional Water Quality Control Boards in nine regions throughout California. In the Bay Area, the San Francisco Bay Regional Water Quality Control Board (Water Board) regulates the discharge of stormwater runoff from the municipal separate storm sewer systems (MS4) draining into San Francisco Bay through a Municipal Regional Permit (MRP). The MRP covers Alameda, Contra Costa, Santa Clara and San Mateo counties, as well as the cities of Fairfield, Suisun, and Vallejo. In Contra Costa County, the Contra Costa Clean Water Program (CWP) coordinates compliance and collaborates on programmatic components of the MRP. The CWP is comprised of Contra Costa County, its 19 incorporated cities and towns, and the County Flood Control and Water Conservation District. Working with the member jurisdictions, the CWP provides services designed to protect water quality by keeping trash and other pollutants from entering drainage systems that ultimately make their way into local creeks, reservoirs, lakes, and the Bay.

Municipal Regional Permit

The City's Clean Water Program is currently governed by the Municipal Regional Permit Order No. R2-2022-0018, which became effective July 1, 2022, superseding the previous "MRP 2.0" (2015). The current permit ("MRP 3.0") expands upon previous permit requirements to conduct specific stormwater management actions regarding trash load reduction and pollutant monitoring, and has an increased focus on reducing other pollutants of concern (POCs). MRP 3.0 includes costly new mandates relating to:

- Tracking encampments and addressing illegal dumping, illicit discharges, and other stormwater concerns stemming from unsheltered populations
- Developing and implementing the use of new expansive asset management programs and software for stormwater assets
- Constructing rain gardens and other green infrastructure at higher levels, including in roads and transportation projects
- Reducing trash reduction credits for existing source control policies (e.g., single-use bag ban) and creek cleanups, while maintaining the target to achieve a 100% trash load reduction, thereby making it more expensive and challenging to maintain compliance
- Including some new single-family homes as regulated development projects that require stormwater control plans and ongoing inspections
- Implementing new best management practices, standard operating procedures, and reporting for discharges of water and foam used in emergency firefighting applications
- Increased water quality monitoring region-wide
- Increased reporting requirements in almost all sections of the MRP.

Annual Report and Recent Highlights
The changes forthcoming under the new MRP notwithstanding, at the end of September 2022, City Staff submitted the FY 2021-22 Annual Report for the City's Clean Water Program to the Regional Water Quality Control Board covering the final year of MRP 2.0. The report highlighted El Cerrito's continued efforts to meet and exceed the requirements of the MRP. Notable highlights included: completion of two bioretention basins as part of the El Dorado Townhomes/Village 29 development project; continuation of the City's moratorium on the use of glyphosate in all City landscapes; City Staff's successful review and monitoring of a growing number of stormwater projects built alongside new development; a calculated 97% trash load reduction under the MRP 2.0 approved formula; and, a robust public outreach and education campaign. Every year, this report highlights the significant efforts undertaken by the City to meet the requirements of our permit through public outreach, municipal operations, trash reduction, green infrastructure, illicit discharge detection and elimination, and new development and construction review. The City's entire fiscal year (FY) 2021-22 Annual Report, along with those of other jurisdictions in Contra Costa County, is available for viewing on the CWP website at cccleanwater.org/about/reports.

The City actively complies with all existing MRP requirements, including those related to Municipal Operations and Integrated Pest Management, Illicit Discharge Detection and Elimination, New Development and Redevelopment, Public Outreach and Education, Construction Site Controls, Industrial and Commercial Site Controls, and managing pollutants of concern (e.g., PCBs). Specific Clean Water Program activities are coordinated and carried out primarily by the Public Works Department, with assistance from the Community Development Department. Additionally, new requirements to monitor emergency discharges from water and foam used in firefighting applications will require coordination with the Fire Department.

Current Compliance and Anticipated Changes
El Cerrito has been reaching the compliance targets under the MRP 2.0. However, based on the changes to the MRP in July 2022, the MRP 3.0 requirements may be costly and challenging to meet in a variety of areas. It is expected that additional funding and staffing resources will be needed to deliver the newly required programs and reports. For example, while the City has been able to maintain strong compliance in meeting the trash load reduction requirements in recent years, the new permit eliminates the credit municipalities receive for source control policies (e.g., single-use plastic bag bans) and volunteer cleanups. That one change may require the City to install a variety of expensive new infrastructure or implement other cleanup programs with diminishing returns. Moreover, to maintain compliance, a new trash load reduction management plan is required to be developed by September 2023, and the City will likely need to pursue new ordinances, which may include a requirement for large privately-owned parking lots to install and maintain trash capture devices. There are many changes in MRP 3.0 that require similar or greater levels of effort from the City, above and beyond what was required in the previous permit term.

Simultaneously, the NPDES funds the City has for these activities are relatively flat, with the General Fund already funding Clean Water Program activities at an estimated $90,000 annually, as further described in the Financial Considerations section of this report. To meet the new requirements, it is expected that additional revenues or General Fund support may be needed in future years. Once resource needs are clearer, proposed budget increases will be brought forward by City Staff to be considered by the City Council as part of the annual budgeting process.

ANALYSIS – STORMWATER UTILITY AREA ASSESSMENT
Currently, El Cerrito’s NPDES compliance activities are funded by a combination of countywide Stormwater Utility Area (SUA) assessment funds, the City’s Measure J Storm Drain funds, and the General Fund. The SUA is levied by the County in most CWP jurisdictions and provides funds for clean water activities in the member jurisdictions, as well as activities at the countywide level. The total annual amount generated countywide by the SUA is approximately $15.9 million (Attachment 2).

Each year the per parcel rate for the SUA must be re-established by the County Board of Supervisors, which acts as the governing body for the Flood Control and Water Conservation District and, thus, the CWP. Each local jurisdiction must first adopt a resolution determining the appropriate assessment for its jurisdiction and then forward that instructing resolution to the Contra Costa County Flood Control and Water Conservation District. The Flood Control and Water Conservation District has requested the resolution be adopted by the City and sent no later than April 3, 2023, so that the County has sufficient time to place the assessment on the property tax rolls for the upcoming fiscal year.

Specific SUA assessments are calculated through determining Equivalent Runoff Units (ERUs). An ERU is a value that reflects the amount of impervious (paved) surface of a given parcel. Impervious surfaces result in stormwater runoff to the storm drain system, which potentially carries pollutants to the Bay and into the groundwater. Parcels that contain large areas of paved surfaces are assigned a greater number of ERUs. Residential lots in El Cerrito between 5,000 to 20,000 square feet in size are assigned one (1) ERU. Industrial or commercial parcels with paved parking or other impervious surfaces are assigned two (2) or more ERUs, depending on their size.

In 1993, when the County SUA was established, El Cerrito's assessment was $14 per ERU (Attachment 4). The City's current rate of $38 per ERU was approved by the El Cerrito City Council in FY 2004-05. Per the County Ordinance which adopted the SUA, $38 is the maximum rate that can be assessed in El Cerrito. All municipalities in Contra Costa County have reached their maximum rates allowed.

In FY 2023-24, the County estimates that El Cerrito's rate of $38 will generate $414,842 for NPDES compliance (Attachment 2), based on data from the current Fiscal Year, FY 2022-23. Of these revenues, an estimated $77,623 (18.7%) is allocated for CWP regional compliance activities and $337,219 (81.3%) is allocated to El Cerrito to fund local compliance activities. The City's share of the CWP's total program costs is 2.22% (Attachment 3).

The CWP uses its portion of the SUA funds to assist local jurisdictions with MRP compliance by performing work that is more cost-effective when done at the countywide level. Examples include regional public outreach campaigns, regional water quality and creeks monitoring, development of Geographical Information System tracking tools for reporting pollutant load reductions, development of the C.3 Guidebook for developers and City Staff, coordinating municipal staff training, support in development and submittal of the Annual Report, and other activities that assist member agencies in complying with the MRP. The CWP also pays dues, on behalf of the local jurisdictions, to the San Francisco Bay Regional Monitoring Program for Trace Substances and to the California Stormwater Quality Association. These groups provide training, monitoring, and research activities that are mandated under the MRP.

After increasing over the course of the previous permit term, the City's allocation for the CWP has remained level over the last four years. However, costs of compliance are expected to rise in the current permit term and are already rising as the CWP begins activities to meet the requirements that took effect July 1, 2022. The CWP, with guidance from the Permitees, has been focused on maintaining relatively constant levels of funding from municipalities. Due to the need for additional countywide efforts to meet permit requirements, including efforts that are more cost-effective on a regional scale, the CWP is focusing on using the CWP's currently healthy reserve fund in the coming year, in order to maintain the amounts returned to cities at the current level. Moving forward, the CWP will likely have to either continue using reserves as long as possible or it may be in the best interest of the City and all Permittees to support decreasing the amount returned to local jurisdictions in future years. This matter will require careful consideration; with SUA funding relatively flat, increasing costs to directly implement mandated programs as a City, and potentially a reduced amount of SUA funds returned to the City, additional resources to fund the required activities may need to be identified. City Staff will update the City Council as part of the FY 2023-24 and/or FY 2024-25 budget processes as resource needs become clearer.

STRATEGIC PLAN CONSIDERATIONS

Maintaining existing funding for the City's Clean Water Program activities fulfills Strategic Plan Goals to "Ensure the public's health and safety" and to "Foster environmental sustainability citywide." These activities are mandated by both Federal and State regulations to help maintain clean water standards. Implementation of the Clean Water Program not only promotes good water quality, it also protects the health and sustainability of the City's waterways and ecology. Non-compliance with the Municipal Regional Permit exposes jurisdictions to penalties, fines, and other enforcement actions.

ENVIRONMENTAL CONSIDERATIONS

Establishing the annual amount and authorizing the Contra Costa County Flood Control & Water Conservation District to adopt SUA levies does not constitute a "project" as defined in the California Environmental Quality Act (CEQA) and its Guidelines, under the general rule that CEQA applies only to actions that have the potential to cause a significant effect on the environment. In this case, the City of El Cerrito City Council is only authorizing the amount of the annual parcel assessment for the NPDES program. Additionally, pursuant to Section 15273 of the CEQA Guidelines, the establishment of charges for the purpose of meeting operating expenses is categorically exempt. Any potential project funded by the annual assessment will be reviewed under CEQA prior to approval.

FINANCIAL CONSIDERATIONS

Staff is requesting adoption of the maximum rate of $38.00 per ERU for FY 2023-24, which would generate an estimated $414,842, of which $337,219 will be returned to the City and included in the FY 2023-24 budget under the NPDES Fund (202). If adopted by the City Council, the Contra Costa County Board of Supervisors will adopt the annual property assessments for the FY 2023-24 tax rolls. The City Council appropriates expenditures of these funds as part of its annual budget process. The funds are used to perform clean water activities as described above, which include Engineering and Maintenance personnel, professional and technical services for monitoring, testing and assessments, State permitting fees, specialized maintenance services, and City Administration.

City Funding Efforts

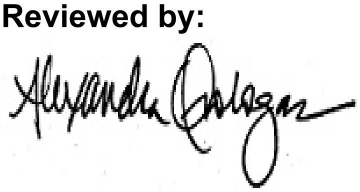
As the MRP requirements and expenses have increased over the years, the relatively flat revenues generated by the fixed ERU rate established in FY 2004-05 have not kept pace. Various efforts have been made by the City, CWP, and others to increase funding for clean water activities of local governments. Currently, Clean Water Program activities are estimated to cost the City approximately $90,000 more than the earmarked revenues the City receives to fund these programs, with that difference being supported by the General Fund. As noted above, Staff anticipate that this funding gap may grow in the coming years, with additional funding needing to be identified regionally or internally to maintain compliance with the MRP.

Regional and Statewide Funding Efforts
In 2012, the CWP attempted to raise new clean water funds through a countywide property-owner mail-in ballot election. Although this initiative failed on a countywide basis, support in El Cerrito was 54 percent, demonstrating some local support for clean water activities. Subsequently, a coalition of various agencies sought a legislative solution to bridge the funding gap between increasing NPDES compliance requirements and the lack of funding sources available to pay for them. In October 2017, Governor Brown signed Senate Bill 231 (Hertzberg) Local Government: Fees and Charges, which provides local governments with greater authority to fund stormwater improvements. (The El Cerrito City Council approved a recommendation authorizing the Mayor to send a letter in support of the bill.) The legislature did this by clarifying, and thereby expanding the definition of “sewer” under Proposition 218, allowing cities to fund stormwater projects in the same manner as other public works utilities, such as water, sanitary sewer, and solid waste. However, local governments are proceeding cautiously in implementing any related fees, as the new law has yet to be tested in the courts.

Given the escalation of MRP requirements, additional funding sources will likely need to be identified by FY 2024-25 if the City is to stay in compliance during the current permit term. The CWP is currently conducting research on all available funding options to help lead and guide the cities in the region in identifying and pursuing additional funding streams. Once resource needs are determined, Staff will return to City Council for consideration as part of the annual budgeting process. While City Staff continue to actively monitor and, in coordination with the CWP, oppose increasing State mandates that require local government compliance without a dedicated funding source, the potential cost and fines associated with non-compliance are significant. For this reason, City Staff has kept program costs at the lowest possible level while still meeting MRP requirements to date.

LEGAL CONSIDERATIONS
The proposed action is consistent with established processes for City adoption of the annual ERU rate. The City Attorney has reviewed and approved the proposed action.

Reviewed by:



Alexandra Orologas, Assistant City Manager

Attachments:
1. Resolution
2. Contra Costa Clean Water Program Return to Source Percentages
3. Contra Costa Clean Water Program Group Costs Methodology and Allocation
4. Stormwater Utility Area Formation County Engineer Report

RESOLUTION 2023-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO ESTABLISHING THE ANNUAL PARCEL ASSESSMENT FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM AND DRAINAGE MAINTENANCE ACTIVITIES AT THE CURRENT RATE OF $38.00 PER EQUIVALENT RUNOFF UNIT AND AUTHORIZING THE CONTRA COSTA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT TO ADOPT STORMWATER UTILITY AREA LEVIES BASED ON SAID AMOUNT IN FISCAL YEAR 2023-24.

WHEREAS, under the Federal Water Pollution Control Act, prescribed discharges of stormwater require a permit from the appropriate California Regional Water Quality Board under the National Pollutant Discharge Elimination System (NPDES) program; and

WHEREAS, Order No. R2-2022-0018, NPDES Permit No. CAS612008, issuing waste discharge requirements under the San Francisco Bay Municipal Regional Stormwater Permit (MRP) to the Cities, Flood Control Districts and County agencies located in Alameda, Contra Costa, Santa Clara, and San Mateo Counties, as well as the cities of Fairfield, Suisun and Vallejo, includes the implementation of selected Best Management Practices to minimize or eliminate pollutants from entering storm waters; and

WHEREAS, at the request of the City of El Cerrito, the Contra Costa County Flood Control and Water Conservation District (District) has completed the process for formation of a Stormwater Utility Area (SUA), including the adoption of the Stormwater Utility Assessment Drainage Ordinance No. 93-47; and

WHEREAS, it is the intent of the City of El Cerrito to utilize funds received from its SUA for implementation of the NPDES program and drainage maintenance activities; and

WHEREAS, the SUA and Program Group Costs Payment Agreement between the City of El Cerrito and the District requires that the City of El Cerrito annually determine the rate to be assessed to a single Equivalent Runoff Unit (ERU) for the forthcoming fiscal year and the District has requested the approved resolutions by April 3, 2023.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito does determine that the rate to be assigned to a single ERU for Fiscal Year 2023-24 shall be set at $38.00.

BE IT FURTHER RESOLVED, the City Council of the City of El Cerrito does hereby request the District to adopt SUA levies based on said amount.

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

I CERTIFY that at a regular meeting on March 21, 2023 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

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

____
Holly M. Charléty, City Clerk

APPROVED:

____
Lisa Motoyama, Mayor

FY 2023/24 Budget Policy Direction and Assumptions

Contra Costa Clean Water Program
Stormwater Utility Assessment (SUA) Revenue, Cost Allocations, and SUA Revenue Return-to-Source (RTS) Percentages
(Created 2/2/2023)

Stormwater Utility Assessment (SUA) Revenue[1] (FY 2021/22)		Adopted														Proposed	
		FY 16/17 Net Budget $2,625,516		FY 17/18 Net Budget $3,053,432		FY 18/19 Net Budget $3,085,545		FY 19/20 Net Budget $3,499,213		FY 20/21 Net Budget $3,473,097		FY 21/22 Budget Cap $3,500,000		FY 22/23 Budget Cap $3,500,000		FY 23/24 Budget Cap $3,500,000	
		Allocation[2]	% RTS[10]	Allocation[3]	% RTS[10]	Allocation[4]	% RTS[10]	Allocation[5]	% RTS[10]	Allocation[6]	% RTS[10]	Allocation[7]	% RTS[10]	Allocation[8]	% RTS[10]	Allocation[9]	% RTS[10]
Antioch	$ 1,265,767	$ 257,816	78.1	$ 307,042	73.9	$306,747	73.9	$344,212	72.2	$342,241	73.0	$341,395	73.0	$342,303	73.0	$348,240	72.5
Brentwood		$ 134,488		$ 159,772		$163,938		$191,930		$191,287		$197,573		$200,493		$194,714	
Clayton	$ 127,691	$ 26,872	78.7	$ 30,466	75.9	$30,299	76.0	$34,801	72.4	$35,014	72.6	$34,397	73.1	$34,179	73.2	$32,874	74.3
Concord	$ 2,108,922	$ 300,122	85.3	$ 352,538	82.8	$344,685	83.2	$393,222	80.9	$390,281	81.5	$394,865	81.3	$392,125	81.4	$374,145	82.3
Danville	$ 572,191	$ 104,012	81.6	$ 116,505	79.4	$116,412	79.4	$135,163	76.0	$136,024	76.2	$133,123	76.7	$133,181	76.7	$131,193	77.1
El Cerrito	$ 414,842	$ 57,820	85.6	$ 66,258	83.5	$66,053	83.6	$75,926	81.3	$76,497	81.6	$75,709	81.7	$75,366	81.8	$77,623	81.3
Hercules	$ 320,914	$ 58,980	81.8	$ 67,381	79.5	$68,940	79.1	$80,122	75.7	$78,796	75.4	$77,460	75.9	$78,454	75.6	$78,957	75.4
Lafayette	$ 473,470	$ 59,882	86.9	$ 67,742	85.3	$67,662	85.3	$78,106	83.0	$79,105	83.3	$77,685	83.6	$76,919	83.8	$75,849	84.0
Martinez	$ 706,348	$ 88,997	85.8	$ 100,719	83.9	$101,115	83.9	$115,986	82.3	$115,652	83.6	$112,583	84.1	$111,708	84.2	$111,692	84.2
Moraga	$ 293,176	$ 39,199	86.4	$ 44,882	87.4	$44,777	87.4	$51,729	82.2	$50,897	82.6	$51,416	82.5	$51,020	82.6	$51,764	82.3
Oakley	$ 536,297	$ 92,342	81.4	$ 109,102	78.4	$110,623	78.1	$127,083	75.8	$125,474	76.6	$128,830	76.0	$130,114	75.7	$134,767	74.9
Orinda	$ 389,339	$ 44,308	88.4	$ 50,959	86.7	$50,842	86.7	$58,451	84.6	$58,517	85.0	$57,675	85.2	$57,870	85.1	$58,945	84.9
Pinole	$ 324,151	$ 45,103	85.7	$ 50,932	84.0	$50,950	84.0	$58,564	81.7	$58,586	81.9	$59,180	81.7	$58,752	81.9	$56,373	82.6
Pittsburg	$ 1,253,271	$ 160,997	85.5	$ 184,324	83.5	$187,468	83.2	$221,172	81.5	$217,966	82.6	$225,496	82.0	$225,976	82.0	$227,439	81.9
Pleasant Hill	$ 496,383	$ 81,327	83.5	$ 92,620	81.2	$93,057	81.1	$106,764	78.3	$105,331	78.8	$103,969	79.1	$103,536	79.1	$102,970	79.3
Richmond		$ 255,550		$ 300,003		$300,153		$337,837		$331,830		$337,442		$334,059		$346,470	
San Pablo	$ 433,734	$ 70,776	83.2	$ 83,792	80.1	$83,380	80.2	$96,184	77.4	$95,601	78.0	$95,310	78.0	$94,157	78.3	$95,356	78.0
San Ramon	$ 1,238,510	$ 187,024	84.2	$ 212,987	82.3	$216,284	82.0	$251,605	78.4	$252,268	79.6	$252,187	79.6	$254,383	79.5	$253,658	79.5
Walnut Creek	$ 1,300,384	$ 159,187	86.6	$ 190,306	84.0	$190,571	84.0	$215,144	82.0	$210,694	83.8	$214,995	83.5	$216,327	83.4	$211,506	83.7
CC County	$ 3,655,945	$ 400,713	88.3	$ 465,102	87.0	$465,739	87.0	$525,212	84.9	$521,037	85.7	$528,710	85.5	$529,080	85.5	$535,464	85.4
Total	$ 15,911,333																

1. Total Stormwater Utility Assessment (SUA) revenue based on FY 2021/22. SUA revenue may increase annually due to new development activity.
2. Allocation of costs based on CA Department of Finance Population Figures - January 1, 2015.
3. Allocation of costs based on CA Department of Finance Population Figures - January 1, 2016.
4. Allocation of costs based on CA Department of Finance Population Figures - January 1, 2017.
5. Allocation of costs based on CA Department of Finance Population Figures - January 1, 2018.
6. Allocation of costs based on CA Department of Finance Population Figures - January 1, 2019.
7. Allocation of costs based on CA Department of Finance Population Figures - January 1, 2020.
8. Allocation of costs based on CA Department of Finance Population Figures - January 1, 2021.
9. Allocation of costs based on CA Department of Finance Population Figures - January 1, 2022.
10. Percentage of Stormwater Utility Assessment (SUA) revenue Returned-to-Source (RTS).

(yellow) = No SUA. Stormwater funding from other sources.

CONTRA COSTA CLEAN WATER PROGRAM
GROUP COSTS METHODOLOGY & ALLOCATION
FOR FISCAL YEAR 2023/24

City/County/State	January 1, 2021	January 1, 2022[1]	Percent Change	Prorata % of Program [2]	SUA Budget [3] Allocation
CONTRA COSTA COUNTY	**1,161,324**	**1,156,555**	-0.41%		**$ 3,500,000**
ANTIOCH	115,142	115,074	-0.06%	9.95%	$ 348,240
BRENTWOOD	64,224	64,342	0.18%	5.56%	$ 194,714
CLAYTON	10,964	10,863	-0.92%	0.94%	$ 32,874
CONCORD	124,755	123,634	-0.90%	10.69%	$ 374,145
DANVILLE	43,373	43,352	-0.05%	3.75%	$ 131,193
EL CERRITO	25,671	25,650	-0.08%	2.22%	$ 77,623
HERCULES	26,357	26,091	-1.01%	2.26%	$ 78,957
LAFAYETTE	25,217	25,064	-0.61%	2.17%	$ 75,849
MARTINEZ	37,195	36,908	-0.77%	3.19%	$ 111,692
MORAGA	17,206	17,105	-0.59%	1.48%	$ 51,764
OAKLEY	43,627	44,533	2.08%	3.85%	$ 134,767
ORINDA	19,496	19,478	-0.09%	1.68%	$ 58,945
PINOLE	18,819	18,628	-1.01%	1.61%	$ 56,373
PITTSBURG	75,788	75,156	-0.83%	6.50%	$ 227,439
PLEASANT HILL	34,335	34,026	-0.90%	2.94%	$ 102,970
RICHMOND	114,643	114,489	-0.13%	9.90%	$ 346,470
SAN PABLO	31,793	31,510	-0.89%	2.72%	$ 95,356
SAN RAMON	84,226	83,820	-0.48%	7.25%	$ 253,658
WALNUT CREEK	70,566	69,891	-0.96%	6.04%	$ 211,506
UNINCORP. COUNTY	177,927	176,941	-0.55%	15.30%	$ 535,464
				100.00%	$ 3,500,000

1. Population estimate based on State of California Department of Finance (E-1) City/County projections- January 1, 2023. Figures are updated in May of each year.
2. Percentages based on prorata of population.
3. SUA funds allocated for budget purposes, which by policy is set at $3.5M

TO: BOARD OF SUPERVISORS, AS THE GOVERNING BODY OF CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

FROM: J. MICHAEL WALFORD, CHIEF ENGINEER

DATE: June 22, 1993

SUBJECT: **CHIEF ENGINEER'S REPORT ON FORMATION OF STORMWATER UTILITY AREAS AND ADOPTION OF ANNUAL ASSESSMENTS**

SPECIFIC REQUEST(S) OR RECOMMENDATION(S) & BACKGROUND AND JUSTIFICATION

I. Recommended Action:

1. ACCEPT Chief Engineer's report on the tabulation of the protests against the proposed Stormwater Utility Assessments;

2. FIND that the number of protests received for each Stormwater Utility Area represent less than fifty (50) percent of the area;

3. DETERMINE the formation of the Stormwater Utility Areas is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) Article 5, CEQA Guidelines. DIRECT the Community Development Director to file a notice of Exemption.

4. APPROVE the resolutions establishing the seventeen (17) Stormwater Utility Areas; and

5. ADOPT the Ordinance establishing Stormwater Utility Assessments in the seventeen (17) Stormwater Utility Areas with the stipulation that the Equivalent Runoff Unit (ERU) rate for the unincorporated County area shall be $16.20 for Fiscal Year 1993-94 (a ten percent reduction from the proposed rate of $18/ERU.)

Continued on Attachment: X SIGNATURE: [signature]

___ RECOMMENDATION OF COUNTY ADMINISTRATOR
___ RECOMMENDATION OF BOARD COMMITTEE
___ APPROVE ___ OTHER

SIGNATURE(S):

ACTION OF BOARD ON JUN 22 1993 APPROVED AS RECOMMENDED X OTHER ___

VOTE OF SUPERVISORS
X UNANIMOUS (ABSENT ______)
AYES:______ NOES:______
ABSENT:______ ABSTAIN:______

MFK:lv:fp:sj
c:NPDES\22.t6

Orig. Div: Public Works (FC)
Contact: Milton Kubicek, 313-2203
cc: County Administrator
County Auditor
County Counsel
PW - Flood Control

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.
ATTESTED: JUN 22 1993
PHIL BATCHELOR, Clerk of the Board of Supervisors and County Administrator

By Barbara Sidari, Deputy

II. Financial Impact:

The proposed Stormwater Utility Assessments will raise approximately $8,052,900 to fund the National Pollutant Discharge Elimination System (NPDES) permit activities including drainage system maintenance for the following cities and unincorporated Contra Costa County areas:

Antioch	El Cerrito	Moraga	Pleasant Hill
Clayton	Hercules	Orinda	San Pablo
Concord	Lafayette	Pinole	San Ramon
Danville	Martinez	Pittsburg	Walnut Creek

III. Reasons for Recommendations and Background:

Contra Costa County, its incorporated cities and the Contra Costa County Flood Control and Water Conservation District decided approximately two years ago to collectively apply for a Joint Municipal National Pollutant Discharge Elimination System (NPDES) Permit. This is federally mandated through the Clean Water Act which was amended in 1987 to specifically address stormwater pollution. There are three parts to the Permit. The Part I Application representing reconnaissance level activities by each municipality was submitted to the San Francisco Bay and Central Valley Regional Water Quality Control Boards on May 18, 1992. The Part II Application represented the development of each municipality's Stormwater Management Plan which was submitted to the Regional Boards on May 17, 1993. The Stormwater Management Plan seeks to reduce or radically eliminate pollutants from entering or reaching the storm sewer system. The third phase of the process is the actual promulgation of the Permit.

The Permit is for five years (1993 to 1998) requiring each municipality to implement their approved Stormwater Management Plan. The Regional Boards have indicated the need for a "restricted" funding source to finance implementation costs. Therefore, Contra Costa County proposed legislation providing a financing option for municipalities to use through the Contra Costa County Flood Control and Water Conservation District. The bill, AB 2768 (Campbell), was passed by the legislature and signed by Governor Pete Wilson on August 30, 1992. The legislation specifically allows a municipality to request formation of a Stormwater Utility Area within their incorporated boundaries and establish an assessment to pay for implementation costs.

The Board of Supervisors, acting as the Contra Costa County Flood Control and Water Conservation District, provided public notice to all affected property owners before considering the establishment of the Stormwater Utility Areas and assessments. The Board of Supervisors acting on behalf of Contra Costa County has also taken specific actions establishing the Stormwater Utility Area and assessment for the unincorporated portion of the County. Should there be a fifty percent (50%) protest against the Stormwater Utility Areas formations and assessments, the Board of Supervisors would have to abandon this form of financing. Due to the inability to create any new assessments for the 1993-94 Fiscal Year, the likely alternative funding source would be the General Fund.

Public notices were sent to approximately 238,234 parcel owners. State legislation (SB1977 - Bergeson) requires at least 45 day notice to parcel owners before the governing board considers any new or increased assessments. This requirement was met and informed parcel owners of two public hearings which were held on June 10 and 15, 1993. Approximately 28,170 recorded protests have been received. This represents approximately 11.8% of the total number of parcel owners who received public notices. The recorded protest includes those legally acceptable and those that appear acceptable but presently are questionable. The reason this figure is used is to provide a "worse case" scenario to the Board of Supervisors regarding the amount of protests per stormwater utility area. A copy of all written protests are retained in the office of the Contra Costa County Clerk of the Board located at 651 Pine Street, Martinez, California. A majority protest by the owners of more than 50% in area of the territories to be included in the stormwater utility area would cause the assessment to be abandoned for that particular area. This has not occurred. The following two charts highlight the total "assessable" and "total" area per stormwater utility area:

Tax Rate Area	Area Protested	Total Assessable Area	Percentage*
01 City of Antioch	806	5,542	14.5
02 City of Concord	1,278	8,235	15.5
03 City of El Cerrito	150	1,801	8.3
04 City of Hercules	165	1,380	12.0
05 City of Martinez	703	3,392	20.7
06 City of Pinole	191	1,570	12.2
07 City of Pittsburg	775	3,964	19.5
09 City of Walnut Creek	785	5,979	13.1
11 City of San Pablo	194	1,408	13.8
12 City of Pleasant Hill	419	2,830	14.8
13 City of Clayton	138	1,307	10.5
14 City of Lafayette	587	4,833	12.1
15 Town of Moraga	599	2,386	25.1
16 Town of Danville	501	4,548	11.0
17 City of San Ramon	577	3,677	15.7
18 City of Orinda	361	3,440	10.5
50 Unincorporated County	5,358	31,050	17.2

Tax Rate Area	Area Protested	Total Area	Percentage*
01 City of Antioch	806	18,000	4.4
02 City of Concord	1,278	14,954	8.5
03 City of El Cerrito	150	2,706	5.5
04 City of Hercules	165	4,115	4.0
05 City of Martinez	703	7,196	9.7
06 City of Pinole	191	3,105	6.1
07 City of Pittsburg	775	10,221	7.5
09 City of Walnut Creek	785	14,511	5.4
11 City of San Pablo	194	1,711	11.3
12 City of Pleasant Hill	419	3,708	11.3
13 City of Clayton	138	3,185	4.3
14 City of Lafayette	587	9,583	6.1
15 Town of Moraga	599	9,579	6.2
16 Town of Danville	501	11,037	4.5
17 City of San Ramon	577	9,351	6.1
18 City of Orinda	361	10,521	3.4
50 Unincorporated County	5,358	417,315	1.2

The "total assessable area" provides the worse case scenario for determining if a majority protest exists. Based on these amounts, a majority protest does not exist for any stormwater utility area.

The process used to record protests included a specific database based on the 1992 equalized tax roll indicating parcel ownership, address, notification address, acreage, land use, proposed assessment, etc. Two "hotlines" were established so the general public could have immediate access to information. During the ten weeks between mailing of the public notices and the June 15th public hearing, approximately 500 telephone call were received. Two trained operators were able to handle the majority of the problems. Questions that were encountered were based primarily on the accuracy of the Land Information and the Public Works Automated Mapping Systems. These included problems dealing with parcel ownership, acreage of the parcel and the appropriate land use. Should the Board of Supervisors approve the Stormwater Utility Areas and Assessments than field inspection activities would immediately commence. All known problems will be reviewed and corrections made prior to the promulgation of the assessments for the 1993-94 Fiscal Year. Specific problems pertaining to reclamation districts, the Oakley-Knightsen area and St. Mary's College will be resolved prior to this promulgation.

IV. Consequences of Negative Action:

The Environmental Protection Agency promulgated the National Pollutant Discharge Elimination Discharge System (NPDES) Permit Application Regulations for stormwater discharges on November 16, 1990 (40 CFR Parts 122, 123 and 124). Contra Costa County and the City of Concord were specifically identified in the Federal Register as needing a Municipal NPDES Permit. The legislation also permitted the State of California to make a finding if stormwater discharge was a "... significant contributor of pollutants to the waters of the United States" then these municipalities would also need to obtain a Municipal NPDES Permit. Such a finding was made requiring all municipalities within the San Francisco Bay Regional Water Quality Control Board's jurisdiction in Contra Costa County to obtain Municipal NPDES Permits.

All affected municipalities excluding the City of Richmond have opted to utilize the financing method contained in Assembly Bill 2768 (Campbell). This means each municipality is specifically requesting the formation of a Stormwater Utility Area within their incorporated boundaries, have established an assessment for Fiscal Year 1993-94 and set a maximum rate of assessment. Should the Board of Supervisors acting as the Contra Costa County Flood Control and Water Conservation District fail to proceed with this assessment, then it would create immediate financial chaos. All participating municipalities are expecting the Board of Supervisors to approve the formation of Stormwater Utility Areas and assessments if a majority protest does not materialize. If the AB 2768 financing mechanism is not implemented, then municipalities would need to resort to general revenue financing. This would further exasperate the financial dilemma all municipalities are facing with cut-backs from the State to local governments.

AN ORDINANCE OF THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT IMPOSING STORM WATER UTILITY ASSESSMENTS FOR STORMWATER UTILITY AREAS:

1-(Antioch), 2-(Clayton), 3-(Concord), 4-(Danville), 5-(El Cerrito), 6-(Hercules), 7-(Lafayette), 8-(Martinez), 9-(Moraga), 10-(Orinda), 11-(Pinole), 12-(Pittsburg), 13-(Pleasant Hill), 14-(San Pablo), 15-(San Ramon), 16-(Walnut Creek), and 17-(Unincorporated County)

The Board of Supervisors of Contra Costa County, acting as the governing board of the Contra Costa County Flood Control and Water Conservation District, ordains as follows:

ARTICLE I

Section 1. Title.

This Ordinance shall be known as the "Stormwater Utility Assessment Ordinance" of the Contra Costa County Flood Control and Water Conservation District.

Section 2. Purpose.

The United States Environmental Protection Agency (the "EPA") has, consistent with Section 402 of the Federal Clean Water Act, as amended, promulgated the National Pollutant Discharge Elimination System Regulations (the "NPDES Regulations") pursuant to which the EPA, through the appropriate California Regional Water Quality Control Board (the "CRWQCB"), has required the Contra Costa County Flood Control and Water Conservation District (the "District") and other affected public entities to secure a National Pollutant Discharge Elimination System Stormwater Permit (the "NPDES Permit") and to develop, implement and manage identified programs dealing with stormwater runoff. The parcels of land within the respective watersheds within the District's jurisdiction for which a NPDES Permit is required will benefit from these programs. Further, the local drainage facilities falling under the NPDES program requires routine maintenance if they are to continue to serve the developed areas for which they were installed. Collectively, these two activities, NPDES and general drainage maintenance, represent the city's and County's stormwater management Programs. The Board of Supervisors of the District has determined, pursuant to the Contra Costa County Flood Control and Water Conservation Act (the "District Act"), which is Chapter 63, Section 12.8, as amended, of the California Water Code Appendix, to form certain Stormwater Utility Areas in which the

District will annually levy assessments to pay the cost of these programs required by the NPDES Permit. The Board of Supervisors of the District, consistent with Sections 11 and 12.8 of the District Act and Section 54954.6 of the Government Code, held noticed public hearings at which time all testimony, oral and written, was considered. At the conclusion of the public hearings, the Board of Supervisors of the District adopted resolutions forming the Stormwater Utility Areas. The provisions of this Ordinance confirming the formation of the Stormwater Utility Areas and providing for the annual levy of a Utility Assessment are consistent with the District Act and the reports prepared by the Chief Engineer of the District and accepted by the Board of Supervisors of the District.

The Board of Supervisors of the District finds that the Utility Assessment to be annually levied shall be based on the proportional amount of impervious surface on each lot or Parcel within the Stormwater Utility Area. Revenues derived from the Utility Assessments shall be applied exclusively to pay the District's administrative costs in collecting the assessments and the respective city or County stormwater management Program costs for the Stormwater Utility Area in which they are collected.

ARTICLE II

DEFINITIONS

Unless otherwise specifically provided or required by the context, certain terms or expressions used herein have the meanings set forth below:

a. "Board of Supervisors" means the Board of Supervisors of the Contra Costa County Flood Control and Water Conservation District.

b. "Chief Engineer" means the Chief Engineer of the Contra Costa County Flood Control and Water Conservation District.

c. "County" means the County of Contra Costa, State of California.

d. "CRWQCB" means the California Regional Water Quality Control Board for the region in which the Stormwater Utility Area has been formed.

e. "District" means the Contra Costa County Flood Control and Water Conservation District.

f. "District Act" means the Contra Costa County Flood Control and Water Conservation District Act, which is codified in West's California Water Code Appendix, Chapter 63, as amended from time to time.

g. "EPA" means the United States Environmental Protection Agency, which pursuant to the Clean Water Act of 1972, as amended by the Water Quality Act of 1987, has jurisdiction to establish the National Pollutant Discharge Elimination System (NPDES) and promulgate regulations pursuant thereto.

h. "NPDES Permit" means the permit, issued by the CRWQCB, dealing with stormwater runoff in association with the National Pollutant Discharge Elimination System (NPDES) and the regulations promulgated by the EPA.

i. "NPDES Regulations" means the final regulations dated November 16, 1990, and any subsequent amendments thereto promulgated by the EPA governing the National Pollutant Discharge Elimination System (NPDES).

j. "Ordinance" means this Ordinance No. 93-47 of the Contra Costa County Flood Control and Water Conservation District.

k. "Parcel" means a parcel of property identified by Assessor parcel number as shown on the equalized tax rolls of the County of Contra Costa, State of California.

l. "Program" means all the activities required under or in connection with the NPDES Permit, including without limitation drainage system maintenance and Program administration.

m. "Stormwater Utility Area" means a benefit assessment area formed pursuant to Section 12.8 of the District Act by the Board of Supervisors and identified in Article III of this Ordinance.

n. "Utility Assessment" means the annual assessment to be levied on each Parcel within a Stormwater Utility Area pursuant to Article V of this Ordinance.

ARTICLE III

FORMATION OF STORMWATER UTILITY AREAS

Section 1. Formation of Stormwater Utility Areas.

Pursuant to Sections 11 and 12.8 of the District Act and Section 54954.6 of the Government Code, the Board of Supervisors noticed public hearings to consider the establishment of individual Stormwater Utility Areas for each of the 16 cities and the unincorporated County area to fund Program costs. At the conclusion of the hearings, the Board of Supervisors adopted Resolutions Nos. 93/352, 93/353, 93/354, 93/355, 93/356, 93/357, 93/358, 93/359, 93/360, 93/361, 93/362, 93/363, 93/364, 93/365, 93/366, 93/367, and 93/368, which formed, respectively, Stormwater Utility Areas 1-(Antioch), 2-

(Clayton), 3-(Concord), 4-(Danville), 5-(El Cerrito), 6-(Hercules), 7-(Lafayette), 8-(Martinez), 9-(Moraga), 10-(Orinda), 11-(Pinole), 12-(Pittsburg), 13-(Pleasant Hill), 14-(San Pablo), 15-(San Ramon), 16-(Walnut Creek), and 17-(Unincorporated County). The legal boundary of each Stormwater Utility Area shall be congruent with the legal boundary of the associated city or County entity as of July 1st of each year in which a Utility Assessment is levied.

Section 2. Additional Stormwater Utility Areas.

The District may form additional Stormwater Utility Areas, if requested by resolution of the governing board of the area to be formed. To form an additional Stormwater Utility Area, the District shall comply with provisions of the District Act then governing the formation of a Stormwater Utility Area.

ARTICLE IV

REPORT OF CHIEF ENGINEER; HEARING THEREON; CONFIRMATION OF UTILITY ASSESSMENT BY THE BOARD OF SUPERVISORS

Section 1. Report.

The Chief Engineer shall cause to be prepared annually a written report indicating, for each Stormwater Utility Area, the Utility Assessment to be levied, as requested by the city or County governing board having jurisdiction over the area defined by the Stormwater Utility Area and shall file the report with the Clerk of the Board of Supervisors.

Section 2. Content of the Report.

The report shall contain the District's estimate of its administrative costs and the Program costs for the respective city or County agency for each of the Stormwater Utility Areas for the ensuing fiscal year. Said estimate of costs shall be apportioned to each Parcel on the basis of proportionate impervious surface assignable to each Parcel to be assessed. Only Parcels not otherwise exempted by this Ordinance or the NPDES Regulations shall have a Utility Assessment levied on them. The report shall identify all Parcels by Assessor parcel number on which a Utility Assessment is to be levied and the amount of the assessment.

Section 3. Resolution Accepting Report and Noticing Public Hearing.

Upon the report being filed with the Clerk of the Board of Supervisors, the Board of Supervisors is, by resolution, to accept, if appropriate, the report and to set a date, time and place for a hearing on said report. Notice of the hearing date shall be given as required by applicable law.

Section 4. Hearing.

The Board of Supervisors shall hear the matter on the date and at the time specified in the notice, or as continued for good cause. At the hearing, the Board of Supervisors shall hear and consider all testimony, oral and written, presented, including all written protests. At the conclusion of the hearing, the Board of Supervisors may revise, change, reduce or modify any Utility Assessment and shall determine an appropriate rate for each Stormwater Utility Area identified in the report. Thereafter, by resolution, it shall confirm the assessments. Such confirming resolutions shall be adopted no later than August 10 of each fiscal year in which the Utility Assessment is to be levied and collected.

Section 5. Enrollment.

The District shall provide certified copies of the confirming resolutions and the roll of confirmed Utility Assessments, in an acceptable format, to the Auditor-Controller of the County on or before August 10 of each fiscal year.

ARTICLE V

LEVY OF UTILITY ASSESSMENT

Section 1. Determination of the Amount to Be Assessed.

The District shall estimate, for the fiscal year in which the Utility Assessment is to be levied, the total number of Equivalent Runoff Units and the administrative costs for each Stormwater Utility Area. The administrative costs shall be combined with the costs of implementing the city or County Program for the various Stormwater Utility Areas. This total cost is to be apportioned among the Parcels within each respective Stormwater Utility Area in direct proportion to the number of Equivalent Runoff Units assigned to each Parcel. The Utility Assessment levied and collected within each Stormwater Utility Area may only be applied toward the costs incurred for Program costs for the Stormwater Utility Area. If, at the conclusion of any fiscal year, there remains in the account for a Stormwater Utility Area unexpended funds, the remaining balance shall be applied toward the estimated costs for the next fiscal year. Utility Assessments levied and collected pursuant to this Ordinance may not be applied toward any other costs or expenses of the District or the city or County receiving funds from the Stormwater Utility Area nor may they be applied to the costs of a Stormwater Utility Area other than the Stormwater Utility Area for which they were levied and collected.

Section 2. Determination of Equivalent Runoff Unit and Amount of Utility Assessment to Be Levied.

a. Equivalent Runoff Unit. The Chief Engineer has submitted a report entitled "Report on Stormwater Utility Assessment" and dated March 1993. The report establishes standard impervious surface amounts for various land uses and Parcel sizes and establishes Equivalent Runoff Units (ERUs) for each type of land use. The report and the standard amounts specified therein are adopted by the Board and are incorporated herein by reference. The standard against which all property is to be measured shall be a single-family residential Parcel of 8,900 square feet in size to which a standard of 3,300 square feet of impervious surface is ascribed and shall be called a Equivalent Runoff Unit (ERU). All other land uses shall be compared to this standard and the number of Equivalent Runoff Units assigned to the Parcel shall be in direct proportion to 3,300 square feet of impervious surface (SFIS). The number of Equivalent Runoff Units per Parcel for each of the classes listed in subsection (b) below are as follows:

Group A	1.0 ERU/unit	Group G	7 ERU/acre
Group B	.7 ERU/unit	Group H	9 ERU/acre
Group C	1.7 ERU/unit	Group I	10 ERU/acre
Group D	.2 ERU/acre	Group J	12 ERU/acre
Group E	1.5 ERU/acre	Group K	1 ERU/3,300 SFIS
Group F	4.5 ERU/acre	Group L	Exempt

b. Classification of Parcels. All Parcels shall be assigned to one of the following classifications based on land use:

Group A: Single family residential on a Parcel having an area between 5,000 square feet and 20,000 square feet.

Group B: Single family residential on a Parcel having an area less than 5,000 square feet and all multiple family residential Parcels.

Group C: Single family residential on a Parcel having an area greater than 20,000 square feet.

Group D: Golf courses and cemeteries.

Group E: Miscellaneous improvements creating less than 25 percent impervious surfaces by Parcel area.

Group F: Miscellaneous improvements creating between 25 percent and 50 percent impervious surfaces by Parcel area.

Group G: Community centers, churches, schools and cultural facilities.

Group H: Office buildings, medical-dental offices, financial buildings, research and development offices, miscellaneous industrial improvements, convalescent hospitals and rest homes, mortuaries, fraternal and service organization buildings, retirement housing complex.

Group I: Hotels, motels, and mobile home parks.

Group J: Mini warehouses, industrial parks, light industrial parks, heavy industry, utility properties (corporation yards), bowling alleys, theaters, restaurants, car lots, hospitals, convenience markets, supermarkets, shopping centers, drive-in restaurants, parking facilities, service stations and car washes.

Group K: Boat marinas, partially developed properties.

Group L: Vacant land, agricultural land, and government-owned properties used for public purposes.

c. Exempted Land Uses. All land uses expressly exempted by the NPDES Regulations will be exempted from the levy of a Utility Assessment pursuant to this Ordinance. Those land uses exempted are:

(1) Agricultural uses, including dairies, poultry, livestock, groves, orchards, row crops, field crops, vines or dry farming.
(2) Vacant, undeveloped Parcels.
(3) Publicly-owned Parcels which are Parcels owned by a federal, state or local public entity or agency and used for public purposes.

d. Determination of Equivalent Runoff Units Per Parcel. Once a Parcel is classified and its acreage or number of units is determined, the appropriate standard Equivalent Runoff Unit amount for the classification will be multiplied by the acreage or the number of units to determine the total Equivalent Runoff Units for the Parcel.

e. Determination of Utility Assessment to Be Levied Per Equivalent Runoff Unit. The aggregate number of Equivalent Runoff Units within a Stormwater Utility Area will be divided into the estimated Program costs for the Stormwater Utility Area to determine the amount of Utility Assessment to be levied per Equivalent Runoff Unit. The Utility Assessment to be levied on a Parcel is determined by the number of Equivalent Runoff Units ascribed to the Parcel and the assessment value of each unit.

f. Maximum Utility Assessment to Be Levied Per Equivalent Runoff Unit. The Board hereby adopts the following maximum amounts of annual Utility Assessment per Equivalent Runoff Unit that can be levied without further individual Parcel owner notification for each of the following Stormwater Utility Areas:

1-(Antioch)	$25.00	10-(Orinda)	$35.00
2-(Clayton)	$29.00	11-(Pinole)	$35.00
3-(Concord)	$35.00	12-(Pittsburg)	$30.00
4-(Danville)	$30.00	13-(Pleasant Hill)	$30.00
5-(El Cerrito)	$38.00	14-(San Pablo)	$45.00
6-(Hercules)	$35.00	15-(San Ramon)	$35.00
7-(Lafayette)	$35.00	16-(Walnut Creek)	$35.00
8-(Martinez)	$30.00	17-(Unincorporated County)	$30.00
9-(Moraga)	$35.00		

g. Utility Assessment to Be Levied for Fiscal Year 1993-94. The Utility Assessment to be levied per Parcel in Fiscal Year 1993-94 in the various Stormwater Utility Areas shall be based on the assigned dollar amount for a single Equivalent Runoff Unit as indicated below:

1-(Antioch)	$20.00	10-(Orinda)	$23.00
2-(Clayton)	$23.00	11-(Pinole)	$29.40
3-(Concord)	$26.00	12-(Pittsburg)	$24.00
4-(Danville)	$22.00	13-(Pleasant Hill)	$25.00
5-(El Cerrito)	$14.00	14-(San Pablo)	$33.00
6-(Hercules)	$26.00	15-(San Ramon)	$23.00
7-(Lafayette)	$15.00	16-(Walnut Creek)	$27.50
8-(Martinez)	$20.00	17-(Unincorporated County)	$16.20
9-(Moraga)	$25.00		

ARTICLE VI

COLLECTION OF UTILITY ASSESSMENT

Section 1. Collection by Treasurer/Tax Collector.

The confirmed Utility Assessment for each Parcel shall appear as a separate item on the tax bill issued by the Treasurer/Tax Collector of the County. The Utility Assessment shall be levied and collected at the same time and in the same manner as the general ad valorem property taxes and shall be subject to the same penalties and the same procedures for sale in case of delinquency. If, for the first year the Utility Assessment is levied, the property on which the Utility Assessment is levied has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attached thereon, prior to the date on which the first installment of ad valorem property taxes would become delinquent, the Utility Assessment shall not result in a lien against the real property but shall be transferred to the unsecured roll.

Section 2. Applicable Law.

All laws applicable to the levy, collection and enforcement of ad valorem property taxes shall be applicable to Utility Assessments, except as otherwise provided herein.

Section 3. Validity of Utility Assessment Not Affected by Time Limits.

Failure to meet the time limits set forth in this Ordinance for whatever reason shall not invalidate any Utility Assessment levied hereunder.

ARTICLE VII

CORRECTION OR CHANGE TO THE TAX ROLL

Section 1. Initiation of the Correction or Change.

A correction or change to the tax roll with respect to a Utility Assessment may be made by the Chief Engineer, either on his/her own initiative, or on application by a property owner (the "Assessee").

Section 2. Initiation by Flood Control Engineer.

The Chief Engineer may initiate a correction or change to the tax roll at any time within two (2) years of the date of the resolution or ordinance of the Board of Supervisors confirming Utility Assessments placed upon the tax roll.

Section 3. Initiation by the Assessee.

The Assessee may initiate a correction or change to the tax roll by filing a written application with the Chief Engineer within sixty (60) days following his/her receipt of the tax bill reflecting the Utility Assessment. The application shall contain or include the following information, together with such additional information deemed relevant by the Assessee or requested by the Chief Engineer:

a. Assessor parcel number.
b. Gross acreage. lein date
c. Use of property as of the preceding March 1.
d. Copy of the tax bill containing the benefit assessment.

e. Basis for requested correction or change.

Section 4. Categories of Corrections or Changes.

Upon approval of the Chief Engineer, corrections or changes shall be made with respect to:

a. Ownership of a Parcel;
b. Address of an owner of a Parcel;
c. Subdivision of an existing Parcel;
d. Land use category of all or part of a Parcel;
e. Computation of the area of a Parcel;
f. Erroneous computation of the Utility Assessment.

Corrections to the tax roll shall not be valid unless and until approved by the Board of Supervisors. All corrections or changes must be reported by the Chief Engineer to the Auditor-Controller of the County, who shall (1) refund the amount of the assessment overcharge by check without amendment of the bill if the amount of overcharge is less than one hundred dollars, or (2) prepare an amended billing to correct the overcharge, as the case may be. The Chief Engineer shall give written notice to the Assessee of the action taken on the application.

If the Assessee disagrees with the Chief Engineer's determination, he/she may file an appeal with the Stormwater Utility Assessment Appeal Board within thirty (30) days after receipt of the written notice. The appeal shall be initiated by a written letter submitted to the Stormwater Utility Assessment Appeal Board, c/o the Chief Engineer for refund of all or part of the Stormwater Utility Assessment. The Stormwater Utility Assessment Appeal Board shall contain at least three members and shall be appointed by the Board of Supervisors.

If the Assessee disagrees with the Stormwater Utility Assessment Appeal Board's determination, he/she may file an appeal with the Board of Supervisors within thirty (30) days after receipt of the written notice. The appeal shall be initiated by a written application filed with the Clerk of the Board of Supervisors for refund of all or part of the Utility Assessment. The application shall include payment of a one hundred dollar appeal fee which shall be returned if the Assessee's appeal is upheld by the Board. The decision of the Board of Supervisors shall be final and shall complete the administrative process. Any further action by the Assessee for recovery of any part of the Utility Assessment shall be by complaint for refund filed in the Superior Court.

ARTICLE VIII

EFFECTIVE DATE OF ORDINANCE

This Ordinance shall become effective thirty (30) days after passage, and within fifteen (15) days of passage, shall be published once with the names of the Supervisors voting for and against it in the Contra Costa Times, a newspaper of general circulation published in this County.

PASSED and ADOPTED on June 22, 1993 by the following vote:

AYES: Supervisors Powers, Smith, Bishop, McPeak and Torlakson
NOES: None
ABSENT: None
ABSTAIN: None

Attest: Phil Batchelor, Clerk of the Board
of Supervisors and County Administrator

By: Barbara Sidari
Deputy

Tom Torlakson
Board Chair

MFK:lv:drg
a:npdes\ordinance
(June 22, 1993)

AGENDA BILL

THE CITY OF EL CERRITO

Agenda Item No. 7.I.

Date: March 21, 2023
To: El Cerrito City Council
From: Christopher Jones, Recreation Director, Recreation Department
Subject: Amendment to Custodial Services Agreement with Universal Building Services

ACTION PROPOSED

Adopt a resolution authorizing the City Manager to extend the Recreation Department's custodial services agreement with Universal Building Services through the remainder of fiscal year (FY) 2022-23 for a total amount not to exceed $95,000.

BACKGROUND/ANALYSIS

On February 1, 2022, the City entered into a custodial services agreement with Universal Building Services (UBS) to provide temporary custodial services at City Hall, the Corporation Yard, the Recycling Center and the Swim Center due to the last minute resignation of one of the City's Custodians. The agreement, which is managed and funded by the Recreation Department, was subsequently extended with City Council approval on April 21, 2022. UBS was already performing custodial services at the El Cerrito Library in a satisfactory manner. Utilizing UBS at the additional City facilities for the City's temporary needs instead of issuing a Request for Proposal (RFP) for custodial services allowed the City to maintain and continue critical cleaning and disinfecting needs, without interruption, during the COVID-19 pandemic. In addition to custodial services, the City also purchases cleaning supplies from UBS for City parks, the El Cerrito Library, and the three fire stations within El Cerrito and Kensington.

The City is currently developing a Classification and Compensation Plan that should be completed in late summer or early fall of 2023. City staff believes that it would be beneficial and provide greater flexibility for City operations to wait for the conclusion of the study before filling the current vacancy as roles and responsibilities could change based on the plan's recommendations. This concept was discussed with SEIU 1021 during a Union Management Meeting (UMAT) and no objections were raised.

Pursuant to Resolution 2017-71A, services and purchases made from a single vendor (either individually or collectively within one fiscal year) over $45,000 requires City Council approval. The cost of extending the Recreation Department's custodial services agreement with UBS through the end of Fiscal Year 2022-23 is $35,000, for a projected annual cost of $66,837. Additionally, the purchasing of custodial services and supplies by other City Departments is projected to be an amount not to exceed $28,163 by the end of the fiscal year. In total, Citywide expenditures by UBS are projected to be an amount not to exceed $95,000, which goes beyond the City Manager's spending authority of $45,000 by $50,000. The cost of this increase will be paid for with salary savings from the currently funded and vacant custodial position in the Recreation

Department.

The breakdown of projected costs of services and supplies is detailed in Table 1 below:

TABLE 1 - FY2022-23 PROJECTED CITYWIDE UBS EXPENDITURES

Citywide Service/Supplies Purchases	Amount
Recreation Department UBS Expenditures	
Recreation Dept. Contracted Custodial Services, July - December 2022 (City Hall, Corporation Yard, Recycling Center, Swim Center & Special Projects)	$31,837
*Projected **Additional** Recreation Dept. Contracted Custodial Services, January - June 2023*	***$35,000***
Projected Total Recreation Dept. UBS Services, Fiscal Year 2022-23	**$66,837**
Other City Departments' UBS Expenditures	
Annual Library Custodial Services (Public Works Dept.)	$11,334
Projected Annual Parks and Library Supplies (Public Works Dept.)	$5,500
Projected Annual Fire Stations Supplies (Fire Dept.)	$7,000
Additional Supplies or Services (Contingency)	$4,329
Projected Other City Dept. Contracted UBS Services & Supplies, Fiscal Year 2022-23	**$28,163**
Projected Citywide Total UBS Services & Supplies For FY23	**$95,000**

STRATEGIC PLAN CONSIDERATIONS

This item is consistent with Strategic Plan Goal A: Deliver exemplary government services.

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

The cost for this request is covered by existing salary savings in the Recreation Department's current fiscal year budget. No amendments to the budget are required.

LEGAL CONSIDERATIONS

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

Reviewed by:

Alexandra Orologas, Assistant City Manager

Attachments:

1. Resolution

RESOLUTION 2023-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CUSTODIAL SERVICES AGREEMENT BETWEEN THE CITY OF EL CERRITO AND UNIVERSAL BUILDING SERVICES FOR INCREASED SERVICES FOR A TOTAL AMOUNT NOT TO EXCEED $95,000 FOR ALL SERVICES AND SUPPLIES IN FISCAL YEAR 2022-23

WHEREAS, in February 2022 the City of El Cerrito entered into a custodial services agreement with Universal Building Services (UBS) to provide custodial services to maintain cleaning and disinfection services after the resignation of a City employee in the Recreation Department and the agreement was subsequently extended on April 21, 2022 with City Council approval; and

WHEREAS, UBS also provides custodial services at the El Cerrito Library and provides custodial supplies used in City parks, the library and at the 3 fire stations in El Cerrito and Kensington; and

WHEREAS, the custodial position remains vacant pending recommendations from the Classification and Compensation Study that is in progress; and

WHEREAS, the cost for all services and supplies provided by UBS to the City are projected to be an additional $35,000 to cover the entire fiscal year for a total amount not to exceed $95,000 utilizing available funds in the City's budget; and

WHEREAS, pursuant to Resolution 2017-71A, total purchases from a single vendor exceeding $45,000 require City Council approval.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito authorizes the City Manager to execute an amendment to the custodial services agreement with Universal Building Services for an additional amount of $35,000 for a total amount of services and supplies from this vendor not to exceed $95,000 in Fiscal Year 2022-23.

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

I CERTIFY that at a regular meeting on March 21, 2023 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

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

____
Holly M. Charléty, City Clerk

APPROVED:

____
Lisa Motoyama, Mayor

AGENDA BILL

Agenda Item No. 7.J.

Date: March 21, 2023
To: El Cerrito City Council
From: Will Provost, Operations and Environmental Services Division Manager; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Subject: Amendment to Agreement with St. Francis Electric for Electrical Traffic Control Devices and Lighting Maintenance and Repair Services

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ACTION PROPOSED

Adopt a resolution authorizing the City Manager to execute an amendment to the agreement with St. Francis Electric, for Electrical Traffic Control Devices and Lighting Maintenance and Repair Services, to increase the contract amount an additional $80,000 in fiscal year (FY) 2022-23 and, contingent upon funding being appropriated by the City Council next fiscal year, $55,000 in FY 2023-24, with the total compensation not to exceed $175,000 in FY 2022-23 and the total compensation not to exceed $150,000 in FY 2023-24.

BACKGROUND

The City is currently contracted with St. Francis Electric to provide maintenance and repair services for the City's traffic signals, street lights, safety lighting, other electronic traffic control devices and lighting systems, and minor electrical items. The agreement with St. Francis Electric was approved by the City Council, effective January 1, 2022, for a period of three years, with an option to annually extend three years thereafter, for a cost not to exceed $80,000 in the remainder of FY 2021-22 and $95,000 per fiscal year thereafter, contingent upon funding being appropriated by the City Council in future City budgets (Resolution 2021-70). This followed a competitive Request for Proposals (RFP) process wherein St. Francis Electric emerged as the company that best fit the needs of the City among the four proposals received. St Francis Electric's proposal provided all required services, offered the lowest cost for most items, and committed to improving service to the City beyond what were the current service levels.

Under the current agreement, St. Francis provides routine maintenance and repair services and emergency response for various equipment, including 12 traffic signals, 23 flashing beacons, in-pavement crosswalk lights or speed radar feedback signs, and over 300 street lights. In addition, they provide as-needed services for installation of new or upgraded electronic traffic control and lighting equipment, maintenance and repair services of indoor and outdoor lighting equipment for various City facilities, and other minor electrical work for various City facilities. St. Francis Electric also responds to the City's Underground Service Alert (USA) requests and adequately locates and marks all electronic traffic control device and street light conduits and traffic signal interconnect/communication lines on behalf of the City, in accordance with California

Government Code Section 4216 *et seq*. Municipalities and utility companies are responsible for locating and marking any of their underground utilities within the area of digging operations in response to USA requests. Marking of underground utility facilities is necessary to protect those who are excavating as well as to avoid damage to utilities. The services provided by St. Francis Electric are critical services that are key to keeping the City's streets and roads safe for travel, 24 hours a day, 365 days per year.

ANALYSIS
Prior to entering into the 2022 agreement, the City had been contracting for facility electrical services with different contractors on an as-needed basis and, similarly, the City had never previously contracted for USA Marking services. As shown in the table below, the costs for USA markings in particular exceeded the City's estimate for the cost of completing those markings in compliance with California Government Code Section 4216 et seq. Simultaneously, the City has continued to experience a high number of streetlight knockdowns, with a replacement cost of more than $6,000 per pole. While the City has been successful at securing reimbursement from the drivers' insurance in many cases, the repair still requires an expenditure, including contract authority to make that expenditure. Altogether, City Staff estimate that St. Francis Electric will be needed to provide these critical services with an estimated total annual cost of $175,000 in FY 2022-23 and $150,000 in FY 2023-24.

Item/Fund Source	Estimated Annual Cost in FY23 (Dec. 2021)	Estimated Annual Cost in FY23 (Updated Mar. 2023)	Estimated Annual Cost in FY24 (Updated Mar. 2023)
Monthly Routine Maintenance & Repair cost/SB 1	$35,000	$34,000	$35,000
As-Needed Repairs & Upgrades/SB 1 and Gas Tax and including interior lighting and minor electrical repairs/Measure H and General Fund	$55,000	$63,000	$60,000
USA Markings/SB 1 and Gas Tax	$5,000	$24,000	$20,000
Extra Pole Knockdown Repairs/SB 1 and Gas Tax	-	$54,000	$35,000
Total Cost	**$95,000**	**$175,000**	**$150,000**

The proposed amended contract amount would cover the total monthly routine maintenance and repair costs for the year of $34,000, as-needed repair and upgrade costs of approximately $63,000, USA markings at an estimated total annual cost of $24,000, and pole knockdown repairs at approximately $54,000.

In the last two years, the maintenance and repair of electronic traffic control devices and lighting has been fully funded by SB 1 and Gas Tax funds. Interior lighting and electrical work is funded by the General Fund or Measure H - Parks & Recreation Facilities Fund. Funding for the amendment of $80,000 is included in the Amended FY 2022-23 Budget, which includes the mid-year update approved by City Council on March 7, 2023, as noted in the Financial Considerations section of this report.

STRATEGIC PLAN CONSIDERATIONS
Approval of the proposed amendment is consistent with the following El Cerrito Strategic Plan Goals:

- *Develop and rehabilitate public facilities as community focal points* by addressing ongoing and deferred maintenance of facilities and infrastructure; and
- *Ensure the public's health and safety* by ensuring the City's electronic traffic control devices and lighting systems are in an operable and safe condition.

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

FINANCIAL CONSIDERATIONS
There is no additional funding being requested as part of this action. Funding for the proposed amendment is available in the Amended FY 2022-23 Budget as follows:

- $35,000 in SB 1 – Road Maintenance and Rehabilitation Account Fund
- $45,000 in the Gas Tax Fund

Both of these special funds are dedicated to expenditures for streets and transportation purposes. The additional contract amount in FY 2023-24 will be contingent upon funding being appropriated by the City Council as part of the annual budget process.

LEGAL CONSIDERATIONS
The City Attorney has reviewed the proposed action and found that legal considerations have been addressed. The proposed amendment will conform to the City's standard amendment template and will be reviewed by the City Attorney prior to execution.

Reviewed by:

Alexandra Orologas, Assistant City Manager

Attachments:
1. Resolution

RESOLUTION 2023 - XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH ST. FRANCIS ELECTRIC FOR A TOTAL ANNUAL COST NOT TO EXCEED $175,000 IN FISCAL YEAR 2022-23 AND NOT TO EXCEED $150,000 IN FISCAL YEAR 2023-24 TO PROVIDE ELECTRICAL TRAFFIC CONTROL DEVICES AND LIGHTING MAINTENANCE AND REPAIR SERVICES

WHEREAS, the City of El Cerrito is responsible for maintaining and repairing City-owned traffic signals, street lights, safety lighting, a variety of other electronic traffic control devices and lighting systems, and other electrical items; and

WHEREAS, on September 8, 2021, the City issued a Request for Proposals (RFP) from qualified companies to provide Electrical Traffic Control Devices and Lighting Maintenance and Repair Services; and

WHEREAS, the City received four proposals from qualified companies by the due date of October 5, 2021; and

WHEREAS, upon consideration of demonstrated company experience with providing municipal maintenance services, experience of key personnel, customer references, required licensing and certifications, and cost competitiveness, the selection committee determined that the proposal received from St. Francis Electric best fits the needs of the City; and

WHEREAS, on December 21, 2021, the El Cerrito City Council authorized the City Manager to execute an agreement with St. Francis Electric to provide Electrical Traffic Control Devices and Lighting Maintenance and Repair Services, effective January 1, 2022, for a period of three years, with an option to annually extend three years thereafter, for a cost not to exceed $80,000 in the remainder of Fiscal Year (FY) 2021-22 and $95,000 per fiscal year thereafter, contingent upon funding being appropriated by the City Council in future City budgets; and

WHEREAS, the work related to Underground Service Alert (USA) markings, which are required to be in compliance with California Government Code Section 4216 et seq., has been more than anticipated in FY 2022-23; and

WHERES, the City has also experienced a high number of streetlight knockdowns, and while the City has been successful at securing reimbursement from the drivers' insurance in many cases, the repair still requires an expenditure, including contract authority to make that expenditure; and

WHEREAS, the services of St. Francis Electric are needed to provide these critical services with an estimated additional annual cost of $80,000 in FY 2022-23 and $55,000 in FY 2023-24, for a total compensation of $175,000 and $150,000 in FY 2022-23 and FY

2023-24, respectively; and

WHEREAS, funding for the additional services, totaling $80,000, is included in the Amended FY 2022-23 Budget in allocations from the SB 1 – Road Maintenance and Rehabilitation Account Fund ($35,000) and Gas Tax Fund ($45,000).

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito authorizes the City Manager to execute an amendment to the agreement with St. Francis Electric for a cost not to exceed $175,000 in Fiscal Year 2022-23 and, contingent upon funding being appropriated by the City Council next fiscal year, not to exceed $150,000 in Fiscal Year 2023-24 to provide Electrical Traffic Control Devices and Lighting Maintenance and Repair Services.

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

I CERTIFY that at a regular meeting on March 21, 2023, the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

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

____
Holly M. Charléty, City Clerk

APPROVED:

____
Lisa Motoyama, Mayor

AGENDA BILL

Agenda Item No. 7.K.

Date: March 21, 2023
To: El Cerrito City Council
From: Aissia Ashoori, Housing Manager; Jarrett Mullen, Sustainable Transportation Program Manager, Community Development Department; Melanie Mintz, Community Development Director
Subject: A Resolution Authorizing Execution of An Agreement for the Affordable Housing Sustainable Communities Program for El Cerrito Plaza Parcel A South for Transit-Oriented Development at the El Cerrito Plaza Station and submission of an application for Affordable Housing Sustainable Community Program funds as a co-applicant with Related

ACTION PROPOSED

Adopt a resolution authorizing the City Manager to execute an agreement for the Affordable Housing Sustainable Communities (AHSC) Program as a co-applicant with The Related Companies of California, LLC (Developer), for El Cerrito Plaza Station Transit-Oriented Development (TOD), Parcel A South (EC-PAS) located at 515 Richmond Street, to construct 70 affordable housing units and associated multimodal transportation improvements and to submit an application to the AHSC Program as a co-applicant.

BACKGROUND

The Affordable Housing Sustainable Communities (AHSC) Program is administered by the Strategic Growth Council (SGC) and implemented by the California Department of Housing and Community Development (HCD). The purpose of the AHSC Program is to reduce greenhouse gas (GHG) emissions through projects that implement land use, housing, and transportation projects to reduce overall vehicle miles traveled. On January 30, 2023, SGC and HCD issued a Notice of Funding Availability (NOFA) for Round 7 with approximately $750 million available.

Funding for the AHSC Program is provided from the Greenhouse Gas Reduction Fund, an account established by the State to receive Cap-and-Trade auction proceeds. The maximum AHSC Program loan or grant award or combination therefor per applicant is $50 million with a minimum award of at least $10 million. A single developer may receive no more than $100 million per NOFA funding cycle.

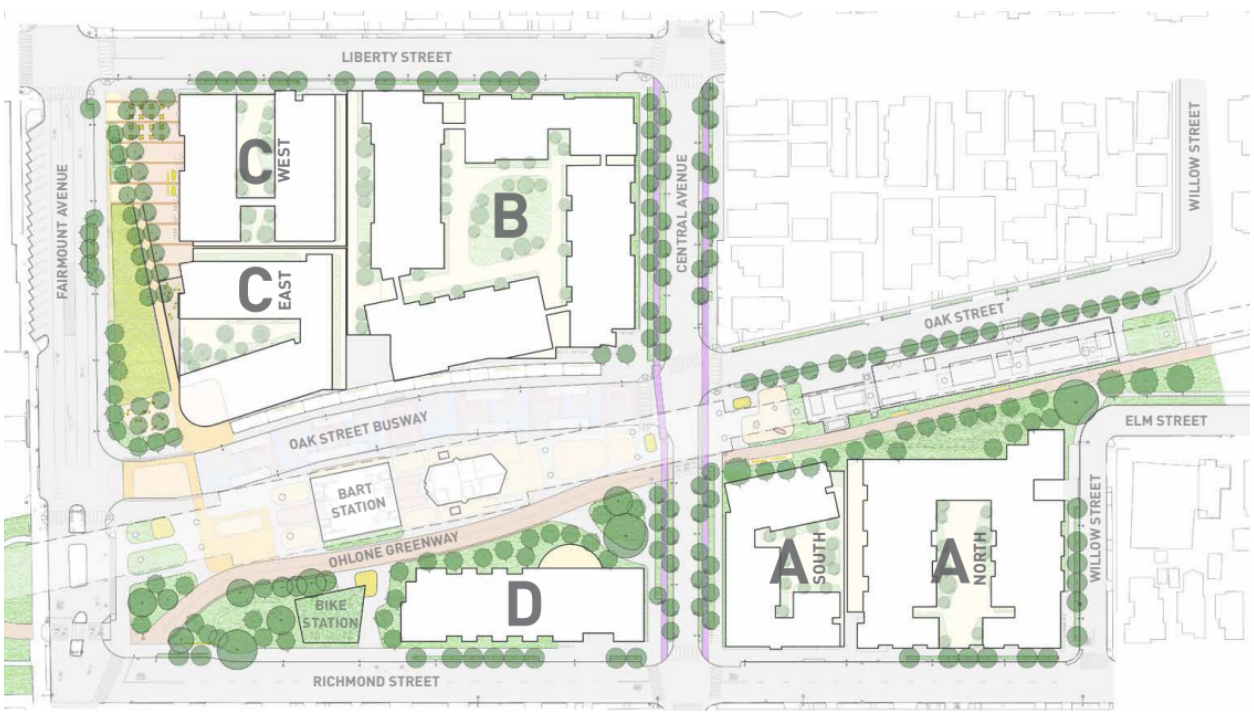
The deadline for this competitive application is April 4, 2023. If a public agency has a financial interest in the proposed project, HCD requires that the City be a co-applicant and enter into a contractual agreement to develop the project, if awarded. Award announcements are expected to be adopted by SGC by August 30, 2023.

Previously, the City has been successful in securing these competitive funds to develop housing proximate to transit. In 2015, the City and Eden Housing applied for and received AHSC funds for Hana Gardens Senior Apartments. There were three components to the award: 1) Housing; 2) Transportation Funds (Ohlone Greenway); and 3) Transit Passes. The 62-unit affordable housing project was successfully completed in 2018 with critical support from this program. In 2021, the City, BRIDGE Housing and BART again successfully applied for and received AHSC funds for Mayfair Affordable adjacent to the El Cerrito del Norte BART Station. There were four components to the award: 1) Housing; 2) Transportation Funds (new fare gates, BART cars); 3) El Cerrito del Norte TOD Complete Streets Improvements Project; and 4) Transit Passes. This 69-unit affordable housing project is on track to break ground in January 2024.

ANALYSIS

As a reminder, the preliminary development concept for the Plaza BART TOD project includes 713 units across six buildings on 6.48 acres and will be delivered in six phases. Currently, the proposed levels of affordability are: 53% market-rate and 47% below market rate consisting of 31% affordable (30% - 60% of area median income) and 16% low income (up to 80% area median income). Below is a site map and additional details can be located online at www.el-cerrito.org/TOD.

Exhibit 1: El Cerrito Plaza Proposed Transit Oriented Development Site Map



The City, The Related Companies of California, LLC (Developer) and BART have been exploring a variety of financing options to move the first affordable phase forward - Parcel A South located at 515 Richmond Street (Project). On February 7, 2023, the City Council committed a $350,000 predevelopment loan as a local match to support the Project with predevelopment activities. In addition, the Developer also applied for County funding in December 2022. Other affordable housing funding sources continue to be monitored and pursued by the Developer.

The AHSC Program is one of the State's largest sources of funding to support affordable housing. As mentioned, AHSC guidelines and scoring are driven by the pairing of affordable housing and transportation connectivity. The maximum award amount for TOD projects, located less than one-half mile of transit stop/station, is capped at $50 million with $35 million earmarked for housing and $15 million for transportation. It should be noted that AHSC does not partially fund the application requests but will only fully fund the entire ask to ensure that the GHG reduction benefits proposed will be fully realized.

The AHSC application is a joint effort between the Developer and the City, as co-applicant. BART (non-applicant) is the transportation partner in this competitive application and will have obligations to perform under the AHSC Program if awarded. Currently, the Developer and the City intend to apply for AHSC funds in an amount not to exceed $50,000,000. Assembling this application is a critical step in moving this Project into construction.

Leveraging AHSC will provide the largest funding source for this affordable housing project as well as money to support multi-modal transportation improvements. The Project's scope will also focus on enhanced bicycling and pedestrian facilities within one mile around the TOD at El Cerrito Plaza Station. As outlined in the NOFA, AHSC Program requirements prescribe the following eligible activities:

1. Affordable Housing Developments (AHD): Housing developments - rental and homeownership.

2. Housing-Related Infrastructure (HRI): Specific infrastructure improvements associated with housing.

3. Sustainable Transportation Infrastructure (STI): Improvements that are related to movement, and range from street work, transit, bikeways, sidewalks, crosswalks, ramps, etc.

4. Transportation-Related Amenities (TRA): Includes amenities that are classified as non-movement of people and related to transportation infrastructure such as bike parking, repair kiosks, bus shelters, urban greening, etc.

5. Program Costs (PGM): Includes active transportation, transit ridership, workforce development programs, etc.

The above eligible activities are also very much aligned with the City's *San Pablo Avenue Specific Plan*, *Affordable Housing Strategy*, *Housing Element*, *Active Transportation Plan* and *Climate Action Plan*. The AHSC Program also fosters collaboration between the City's Community Development Department and Public Works Department as well as BART. The Developer, with the City as joint applicant, partnered with BART to identify the areas where AHSC grant money could be allocated competitively and most effectively for our community to encourage residents to walk, bike, and use public transit. Along with the City's vision articulated in these various policies/plans, El Cerrito was designated as a Prohousing jurisdiction by the State on February 3, 2023. As a result of this designation, the Project is eligible for bonus points in the AHSC scoring.

Below is summary of the categories that will be applied for by the Project, consistent with the eligible activities, totaling approximately $36 million.

1. $20 million - AHD - Developer
    - Affordable housing units for very-low income households.
    - This funding will be in the form of a loan directly to the Developer. The City will not receive or hold these funds. Under the required AHSC structure, however, the City as a co-applicant will be jointly and severally liable for the loan.
2. $13.4 million - STI - City and BART
    - $5 million - City: Sidewalk, crosswalk, pedestrian, and bicycle transportation improvements within the public right of way. This funding will be in the form of a grant directly to the City to use on identified improvements.
    - $8.4 million - BART: Purchase fleet of the future rail cars. This funding will be in the form of a grant. The City will be the grant recipient, but funds will be held by the State, not the City. Once BART has expended funds on qualifying purchases, BART will submit paperwork to the City, the City will submit the documents to the State, the State will release grant funds to the City, and the City will pass them through to BART.
3. $1.5 million - TRA - Developer
    - Assist with the construction of transportation improvements to improve bus access.
    - This funding will be in the form of a grant. Funds may be held by the State or the City. Depending on the final structure, either the City will disburse funds for qualifying improvement work by Developer, or the State will release grant funds to the City, and the City will pass them through to the

Developer upon submission of necessary documentation.

4. $790,000 - Programs
   - Purchase of transit passes for Project residents.

   - This funding will be in the form of a grant. Funds will be held by the State, not the City. The City will receive and pass through the funds to the Developer or a related entity upon submission of necessary documentation.

An item of note is that staff is requesting authorization for the maximum AHSC application amount of $50 million to allow for adjustments that may occur between now and the application deadline of April 4, 2023. The attached resolution authorizes the City Manager to execute agreements, applications, and related documents up to the $50 million maximum, consistent with this resolution and to carry out the intent of the City's participation in the AHSC program as a co-applicant for Project funding.

AHSC Co-Applicant Agreement
In previous AHSC applications, the City Council authorized the City Manager to negotiate and enter into an agreement as co-applicants. This process is also aligned with other jurisdictions seeking AHSC funds. Below is a summary of the standard terms within the agreement.

- Provide terms and obligations between the Developer, City and BART.
- Provide a schedule of performance.
- Provide terms for the application funding components, including roles and responsibilities for making the STI and TRA improvements.
- Provide terms for funding and reimbursement of STI and TRA improvements.
- Provide reimbursement procedures.
- Confirm that Developer, City and BART will work in good faith and in a timely manner.

Staff believes that the Project is a strong candidate for AHSC and is seeking City Council authorization to allow the City Manager to proceed with the AHSC Program agreement. This TOD will be a transformative project that will deliver high-quality affordable housing at El Cerrito Plaza BART Station along with associated multimodal transportation infrastructure improvements. If the application is successful, it will increase the City's affordable housing production while providing much needed transportation infrastructure improvements to reduce GHG.

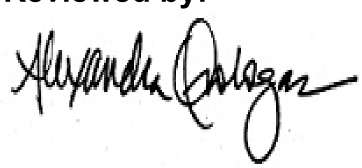
STRATEGIC PLAN CONSIDERATIONS
This application and the efforts described herein will assist the City in implementing the following goals of the Strategic Plan: Goal A: Deliver Exemplary Government Services; Goal B: Achieve Long-Term Financial Sustainability; Goal C: Deepen a Sense of Place and Community Identity; and Goal F: Foster Environmental Sustainability Citywide.

ENVIRONMENTAL CONSIDERATIONS
The Project is subject to ministerial review under applicable provisions of AB 2923 and SB 35. No review under the California Environmental Quality Act (“CEQA“) is required for the Project. It can be seen with certainty that the AHSC Program funding will have no significant effects on the environment different from the ECP-PAS development itself. No review under CEQA is required for the proposed action (CEQA Guidelines section 15061). It is further exempted under Government Code section 65913.4(j) which also applies to any financing assistance associated with the Project.

FINANCIAL CONSIDERATIONS
The City is not required to provide additional matching funds toward this application. The time of City employees spent administering the grant is not eligible for grant funds.

LEGAL CONSIDERATIONS
This has been reviewed by the Successor Agency Legal Counsel and City Attorney.

Reviewed by:



Alexandra Orologas, Assistant City Manager

Attachments:
1. Resolution

RESOLUTION 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITES PROGRAM AS A CO-APPLICANT WITH THE RELATED COMPANIES OF CALIFORNIA, LLC, FOR EL CERRITO PLAZA STATION TRANSIT-ORIENTED DEVELOPMENT PARCEL A SOUTH LOCATED AT 515 RICHMOND STREET IN AN AMOUNT NOT TO EXCEED $50,000,000

WHEREAS, the State of California Strategic Growth Council (SGC) and the California Department of Housing and Community Development (HCD) have issued a Notice of Funding Availability dated January 31, 2023 (NOFA), under the Affordable Housing and Sustainable Communities (AHSC) Program established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200; and

WHEREAS, the project known as El Cerrito Parcel A South (EC-PAS) is located at 515 Richmond Street (Project) is seeking to apply for an award of AHSC Program funds to construct 70 units of affordable rental housing; and

WHEREAS, the Related Companies of California, LLC (Developer) - as a joint applicant with the City of El Cerrito, desire to apply for AHSC Program funds and submit the application package for the AHSC Program to provide financing for the Project, funding for additional public transportation improvements on behalf of BART and funding for certain transportation infrastructure improvements to be constructed by the City, including sidewalk, crosswalk, pedestrian, and bicycle transportation improvements within the public right of way. The AHSC Program funds sought will be a loan to the Developer or a partner of Developer in an amount not to exceed $35,000,000 (the “AHSC Loan”) and grant funds for the Developer, City, and BART (the “AHSC Grant”) and AHSC program costs in an amount not to exceed $15,000,000; and

WHEREAS, there will be one application submitted for the Project; and

WHEREAS, the AHSC program requires that the co-applicants enter into an agreement with any non-application recipients such as BART as part of the application process; and

WHEREAS, the SGC is authorized to approve funding allocations for the AHSC Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement; and

WHEREAS, HCD is authorized to administer the approved funding allocations of the AHSC Program; and

WHEREAS, there is substantial need for additional funds for the development of affordable housing in the City of El Cerrito as well as transportation improvements; and

WHEREAS, as co-applicants, the City and Related will be jointly and severally liable for the performance of the obligations under the AHSC program, including the performance of BART; and

WHEREAS, in order to address the parties' joint and several liability and to ensure that the AHSC projects are completed in a timely manner so that the AHSC Loan is disbursed upon completion of the construction of the Project, the City, Developer and BART, are proposing to enter into the AHSC Co-Applicants Agreement to address each party's obligations under the AHSC Program as well as to provide mutual indemnifications for each party in the event a party fails to perform; and

WHEREAS, the City Council wishes to delegate authority to the City Manager or her designee to execute an agreement to apply for, receive and accept such AHSC Program Funds on behalf of the City, and to negotiate, execute, enter into and deliver such agreements and instruments with HCD related to or in connection with such AHSC Program Funds without returning to the City Council, including agreements with the San Francisco Bay Area Rapid Transit District (BART) for transportation-related improvements; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that the City is hereby authorized to submit an application for AHSC funds as a co-applicant with the Developer in an amount not to exceed $50,000,000.

BE IT FURTHER RESOLVED that the City is authorized and directed to incur an obligation for the AHSC Loan, and that in connection with the AHSC Loan, the City Manager or her designee is authorized and directed on behalf of the City to enter info, execute, and deliver a State of California Standard Agreement in an amount not to exceed $35,000,000 and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of this Resolution or as may be required by HCD in connection with the AHSC Loan and all amendments thereto (collectively, the AHSC Loan Documents).

BE IT FURTHER RESOLVED that the City is hereby authorized and directed to incur an obligation for the AHSC Grant, and that in connection with the AHSC Grant, the City Manager or her designee is hereby authorized and directed on behalf of the City to enter into, execute, and deliver a State of California Standard Agreement in an amount not to exceed $15,000,000 and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of this Resolution, in order to evidence the AHSC Grant, the City's obligations related thereto, and HCD's security therefor, including, but not limited to, a disbursement agreement, a covenant and certain other documents required by HCD as security for, evidence of, or pertinent to the AHSC Grant, and all amendments thereto (collectively, the AHSC Document, and together with the AHSC Loan Documents, collectively, the AHSC Documents).

BE IT FURTHER RESOLVED that that the City Manager is authorized to negotiate and enter into an agreement that provides for joint and several liability and mutual indemnities between joint applicants as the City Manager deem necessary.

BE IT FURTHER RESOLVED that the City Manager or her designee on behalf of the City of El Cerrito is authorized to accept the California Strategic Growth Council Affordable Housing and Sustainable Communities Program funds, and appropriate said funds in a total amount not to exceed $50,000,000 to the Project.

BE IT FURTHER RESOLVED that, if awarded, the housing portions of said AHSC Loan and AHSC Grant funds shall be deposited in the State of California Fund (2159), Housing Development Organization (89929), Project (TBD), and transportation portions of said AHSC Loan and AHSC Grant funds shall be deposited in the State of California Fund (2159), Complete Streets Design Organization (35212), Project (TBD.

BE IT FURTHER RESOLVED that the City shall be subject to the terms and conditions as specified in the Standard Agreements; that funds are to be used for allowable capital asset Project expenditures to be identified in Exhibit A or other relevant portions of the Standard Agreements; that any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreements; and that the City hereby agrees to use the funds for eligible capital assets in the manner presented in the application as approved by HCD and in accordance with the NOFA and applicable AHSC Program Guidelines.

BE IT FURTHER RESOLVED that the City Council hereby appoints the City Manager or her designee, as agent of the City, to conduct negotiations, execute and deliver all documents (including, without limitation, all AHSC Documents), accept AHSC Program Funds, and take any and all other action with respect to the AHSC Program and the AHSC Loan and AHSC Grant as required by HCD for participation in the AHSC Program.

BE IT FURTHER RESOLVED that the City Manager or her designee is authorized to negotiate and execute agreements with BART pertaining to transportation-related improvements funds by the AHSC Loan or AHSC Grant.

BE IT FURTHER RESOLVED that the City Manager or her designee is hereby authorized to take any other action with respect to the AHSC Loan, the AHSC Grant, or the Project consistent with this Resolution and its basis purposes.

BE IT FURTHER RESOLVED that said agreements, documents, and instruments shall not increase the City’s obligations beyond those described in the staff report regarding this resolution, considered by the City Council on March 21, 2023, and shall be reviewed and approved by the City Attorney for form and legality prior to their execution by the City, and copies will be placed on file with the City Clerk.

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

I CERTIFY that at a regular meeting on March 21, 2023 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

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

____
Holly M. Charléty, City Clerk

APPROVED:

____
Lisa Motoyama, Mayor

AGENDA BILL

THE CITY OF EL CERRITO

Agenda Item No. 9.A.

Date: March 21, 2023
To: El Cerrito City Council
From: Paul Keith, Chief of Police, El Cerrito Police Department
Subject: Automated License Plate Reader Camera Program

ACTION PROPOSED

Adopt a resolution authorizing the City Manager to enter into an agreement with Flock Group Inc. to provide automated license plate reader cameras to the City of El Cerrito for an amount not to exceed $340,000 between July 1, 2023 and June 30, 2026.

BACKGROUND

Crime and Investigations in El Cerrito

The City of El Cerrito experiences the highest overall crime rate in Contra Costa County. The bulk of this crime is related to larceny incidents (theft of personal property) that occur in and around commercial districts. Larceny is not the only category of crime that impacts the City. In 2021, El Cerrito had the 6th highest violent crime rate in Contra Costa County. Since 2019, the Police Department has reduced authorized staffing by 17%, limiting the staff available to respond to and investigate criminal incidents.

El Cerrito Police Officers respond quickly to calls for help but often arrive after suspects have fled the scene. Because crimes can happen in a moment, victims are not always able to recall the details needed to apprehend the suspect. El Cerrito Officers conduct thorough investigations into violent and property crime using the traditional methods available to them such as fingerprint and DNA analysis, witness and victim statements, and video surveillance footage. Additional investigative tools such as Automated License Plate Reader (ALPR) Cameras have proven successful in other jurisdictions to reduce crime and assist in investigations.

Automated License Plate Reader (ALPR) Cameras

Automated License Plate Reader (ALPR) cameras use optical character recognition to read vehicle license plates. In municipal use, these cameras are used for two primary purposes, to alert local authorities of a stolen or wanted vehicle entering the city and to provide a lead to detectives and officers investigating a crime. ALPR cameras are currently used or in the process of being adopted in Hercules, San Pablo, Richmond, Concord, Pittsburg, Orinda, Walnut Creek, Danville, San Ramon, Antioch, and Brentwood.

Staff began planning for an ALPR program in 2021 with the goal of developing a citywide network of cameras to help identify suspects involved in violent crime and serious theft incidents. Staff identified companies that provided ALPR products, evaluated their products, and selected a preferred provider, Flock Group Inc.

Staff developed a deployment map to accomplish the purposes of the ALPR program, identifying wanted cars when they enter the City and providing important information to investigators after a suspect commits a crime. Staff's deployment plan places cameras at key locations along the city limits to track vehicles entering and exiting El Cerrito. The plan also places cameras at key intersections within the city as well as in commercial districts.

Flock Group Inc. provides cameras on a service plan model. Agencies pay Flock for a license to use cameras during the duration of an agreement. The Agency owns all the data collected by the cameras; however, Flock remains the owner of the cameras. The Agency pays the costs of installing the cameras as well as an annual cost for the use of the camera.

On Tuesday, February 28, 2023, the Richmond City Council held a Study and Action Session regarding a Request for Proposal for Fixed Automated License Plate Reader Systems. Richmond Staff recommended that Council approve a three year contract based on their evaluation of Flock Group Inc, as the preferred bidder in their process. The Richmond City Council approved a 3 year agreement with Flock Group Inc,. for ALPR cameras. Flock Group Inc. presented the City of El Cerrito with the same pricing structure they offered to the City of Richmond.

Staff began a public engagement process in October 2022 by scheduling a public meeting on ALPR camera systems. Staff held the first public meeting on November 9, 2022. Staff also publicized and scheduled a presentation to the El Cerrito Crime Prevention Committee on February 6, 2023. During the meeting, the Crime Prevention Committee endorsed the plan to deploy ALPR cameras in El Cerrito.

ANALYSIS

Flock ALPR Camera systems are installed to collect factual information about vehicles to help. Flock Cameras are not intended for active monitoring. Instead, they take photographs of vehicles that pass by their location. Flock cameras are installed to take photographs of the rear of vehicles, focusing on unique vehicle characteristics such as identifying objects, manufacturer identifiers, and license plates. The Flock system retains photographs for a 30 day period, after which photographs are deleted from the Flock server. Combined, this system helps to preserve individual privacy. The system takes photographs of the rear of vehicles in the public realm and only retains those photographs for a reasonable period. The ALPR data is stored on a server on the Amazon Web Services Government Cloud.

The system is designed to alert local law enforcement if the system detects a wanted vehicle. The system checks every license plate against a constantly updated hot list. This list includes the list of vehicles stolen in California, as well as vehicles wanted in connection with specific crimes. When the system detects one of these license plates, it sends an alert to officers with the vehicle information and location. The system does not check every license plate against a DMV record. It only checks license plates against hot lists.

After a crime has been committed, the ALPR system can aid investigators in determining the person or persons responsible for the crime. Staff developed a plan to place cameras in strategic places throughout the City to take photographs as vehicles leave the area of a crime. Investigators can search Flock records for specific license plates, vehicle colors, vehicle makes and models, and other distinguishing characteristics. The photographs in the system may provide investigators with a lead that they can investigate. The system itself does not identify a person responsible for a crime. It is up to an investigator to identify facts that lead to the identify of a suspect.

Staff recommends a three-year contract. This contract period allows the city to continually evaluate the effectiveness of the camera on crime prevention, in progress crime interdiction, and crime solving rates. El Cerrito typically investigates over 2,500 incidents each year, which means that staff will have a robust data set to examine the impacts of the Flock ALPR System.

Staff expects to see impacts similar to other ALPR deployments by Flock. In other jurisdictions, Flock has contributed to significant reductions in crime and recoveries of stolen vehicles. The Flock product includes a public facing transparency portal that provides useful information about the ALPR systems in use in nearby jurisdictions. The City of Piedmont deployed 39 cameras and received 721 hits on hot list vehicles in a recent 30 day period. The City of Vallejo deployed 74 cameras and received over 5,800 hits in the same period. Each hot list hit is an opportunity for a police officer to take an enforcement action that can lead to the return of a stolen vehicle or the apprehension of a violent crime offender.

Currently, the contract price for Flock Group Inc. and their major competitor Vigilant Systems are scheduled to significantly increase in April 2023. Staff recommends entering into an agreement with Flock Group Inc., to secure the current price per unit.

Police Department policy identifies the proper and prohibited uses of ALPR camera systems. Of note, the policy prohibits the use of ALPR camera systems for immigration enforcement, harassment, or intimidation. The policy only allows the use of ALPR camera systems for bona fide law enforcement purposes. The policy also allows the El Cerrito Police Department to share ALPR data with partner police agencies and access shared data. Sharing data helps each agency use their system more effectively, because it can help provide additional information about the locations a particular vehicle of interest may have visited outside of the city limits.

STRATEGIC PLAN CONSIDERATIONS

The proposed ALPR Camera Plan helps the City achieve goals related to delivering exemplary government services and ensuring the public's health and safety. The ALPR system will make officers and detectives more effective in their criminal investigations. The ALPR system will also serve as a deterrent to crime.

This deterrent effect should result in a reduction of crimes related to violence and larceny, improving the public's safety.

ENVIRONMENTAL CONSIDERATIONS
This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS
Staff has identified a funding plan for the ALPR project, using a combination of general and special funds. In year one, beginning in FY 23/24, Staff proposes to use $71,500 from the C.O.P.S. Grant Fund and $50,000 from the General Fund to pay for the project. Staff also plans to maintain a $45,000 contingency from the Asset Forfeiture Fund to pay for infrastructure improvements and modifications associated with camera installation. In year two, Staff proposes to use $43,500 from the C.O.P.S. Grant fund and $60,000 from the General Fund to pay for the project. In year three, Staff proposes to use $103,500 from the General Fund as part of an ongoing expense for the project.

LEGAL CONSIDERATIONS
The City Attorney has reviewed and approved this action.

Reviewed by:

Alexandra Orologas, Assistant City Manager

Attachments:
1. Resolution
2. Agreement with Flock Group Inc
3. Department Policy
4. Axon Evidence Letter
5. Richmond PD Council Item and RFP

RESOLUTION 2023-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FLOCK GROUP INC. TO PROVIDE AUTOMATED LICENSE PLATE READER CAMERAS FOR AN AMOUNT NOT TO EXCEED $340,000 BETWEEN JULY 1, 2023 AND JUNE 30, 2026.

WHEREAS, the City of El Cerrito faces significant impacts from property and violent crime; and

WHEREAS, the majority of violent crimes and retail theft involve the use of motor vehicles; and

WHEREAS, Automated License Plate Reader camera systems have proven to be a tool to reduce crime and increase crime clearance rates; and

WHEREAS, Flock Group Inc. has demonstrated that its product meets the operational requirements of the El Cerrito Police Department; and

WHEREAS, the El Cerrito Police Department has a need for a reliable and proven investigative aid.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes the City Manager to enter into an agreement with Flock Group Inc. to provide automated license plate reader cameras for an amount not to exceed $340,000 between July 1, 2023 and June 30, 2026.

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

I CERTIFY that at a regular meeting on March 21, 2023 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

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

____
Holly M. Charléty, City Clerk

APPROVED:

____
Lisa Motoyama, Mayor

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a ”**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement"**). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: City of El Cerrito **Legal Entity Name: City of El Cerrito**	**Contact Name:** Paul Keith
Address: 10900 San Pablo Ave El Cerrito, California 94530	**Phone:** 510-215-4425 **E-Mail:** pkeith@ci.el-cerrito.ca.us
Expected Payment Method: Invoice/Check	**Billing Contact:** (if different than above)

Initial Term: 36 months **Renewal Term:** 12 months	**Billing Term:** Annual payment due Net 60 per terms and conditions

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	$350.00	30.00	$10,500.00
Professional Services - Advanced Implementation Fee	$750.00	10.00	$7,500.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	$2,500.00	40.00	$100,000.00
Flock Safety Advanced Search	$3,500.00	1.00	$3,500.00

Subtotal Year 1:	$121,500.00
Subscription Term:	36 Months
Annual Recurring Total:	$103,500.00
Estimated Sales Tax:	$0.00
Total Contract Amount:	$328,500.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		Agency: City of El Cerrito	
By:		By:	
Name:		Name:	Karen Pinkos
Title:		Title:	City Manager
Date:		Date:	
		Attest:	
		Name:	
		Title:	City Clerk
		Approved as to form:	
		Name:	
		Title:	City Attorney

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the City of El Cerrito identified in the signature block of the Order Form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) ("**Notifications**");

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("**Permitted Purpose**").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Advanced Search**" means the provision of Services, via the web interface using Flock's software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 "***Agency Data***" means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 ***"Agency Generated Data"*** means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. "***Agency Hardware***" means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. "***Aggregated Data***" means information that relates to a group or category of individuals, from which any potential individuals' personal identifying information has been permanently "anonymized" by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 "***Deployment Plan***" means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 "***Documentation***" means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 "***Embedded Software***" means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 "***Falcon Flex***" means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 "***Flock Hardware***" means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 "***Flock IP***" means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 "***Flock Safety Falcon™***" means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 "***Flock Safety Raven™***" means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 "***Flock Safety Sparrow™***" means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 *"**Hotlist(s)**"* means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 *"**Implementation Fee(s)**"* means the monetary fees associated with the Installation Services, as defined below.

1.20 "***Installation Services***" means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 "***Non-Agency End User(s)***" means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 "***Services***" or "***Flock Services***" means the provision, via the Web Interface, of Flock's software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 "***Support Services***" means Monitoring Services, as defined in Section 2.10 below.

1.24 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 "***Wing Suite***" means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 "***Wing Livestream***" means real-time video integration with third-party cameras via the Flock interface.

1.28 "***Wing LPR***" means software integration with third-party cameras utilizing Flock's Vehicle Fingerprint Technology™ for license plate capture.

1.29 "***Wing Replay***" means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 "***Vehicle Fingerprint*™**" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 **Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 **Usage Restrictions.**

2.5.1 **Flock IP.** The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency ("***Permitted Purpose***"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. **Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 **Suspension.**

2.7.1 **Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account (“***Service Suspension***”). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 **Service Interruption.** Services may be interrupted in the event that: (a) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“***Service Interruption***”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency’s account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 **Installation Services.**

2.8.1 ***Designated Locations.*** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware (“***Designated Location***”) and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan (“***Reinstalls***”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 ***Agency Installation Obligations.*** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations***"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 ***Flock's Obligations.*** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 ***Ownership of Hardware.*** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 **Special Terms.** From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 **Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors . The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order. Flock agrees to provide agency with notice of such access, use, preservation and/or disclosure.

4.2 **Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 **Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 **Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 **Software Product Fees.** For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 **Hardware Product Fees.** For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock sixty (60) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.

c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.

d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of $500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 **No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("***No-Fee Term***"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES

NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 **Insurance.** Before beginning any work under this Agreement, Flock, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Flock and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Flock shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Flock shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Flock's bid. Flock shall not allow any subcontractor to commence work on any subcontract until Flock has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Flock shall maintain all required insurance listed herein for the duration of this Agreement.

Workers' Compensation. Flock shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Flock. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Flock may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Flock, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

Commercial General and Automobile Liability Insurance.

General requirements. Flock, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of Flock; or automobiles owned, leased, hired, or borrowed by Flock

c. For any claims related to this Agreement or the work hereunder, Flock's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Flock's insurance and shall not contribute with it.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

Professional Liability Insurance.

General requirements. Flock, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Flock must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

All Policies Requirements.

Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

Verification of coverage. Prior to beginning any work under this Agreement, Flock shall furnish City with complete copies of all policies delivered to Flock by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to Flock beginning work, it shall not waive Flock's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

Deductibles and Self-Insured Retentions. Flock shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or Flock shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

Waiver of Subrogation. Flock hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Flock agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by Flock, its employees, agents, and subcontractors.

Subcontractors. Flock shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Remedies. In addition to any other remedies City may have if Flock fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Flock's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Flock to stop work under this Agreement or withhold any payment that becomes due to Flock hereunder, or both stop work and withhold any payment, until Flock demonstrates compliance with the requirements hereof; and/or

  Terminate this Agreement.

7.6 **Compliance with all Applicable Laws; Nondiscrimination.** Flock shall comply with all applicable local, state, and federal laws, regulations, and ordinances in the performance of this Agreement. Flock shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state, or federal laws or regulations.

7.7 **Prevailing Wage.**

A. Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Purchase Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, et seq. Each laborer, worker or mechanic employed by Flock or by any subcontractor shall receive the wages herein provided for. Flock shall pay two hundred dollars ($200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by Flock to each worker.

B. An error on the part of an awarding body does not relieve Flock from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775. The Agency will not recognize any claim for additional compensation because of the payment by Flock for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by Flock.

C. Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, Flock shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

7.8 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (C) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (D) FOR CRIME PREVENTION; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED TWICE THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 **Non-Liability of Officials, Employees, and Agents.** No officer, official, employee or agent of agency shall be personally liable to Flock in the event of any default or breach by Agency or for any amount which may become due to Flock pursuant to this Agreement.

8.3 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.4 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 **Compliance With Laws.** The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor. Flock does not have any authority of any kind to bind Agency to any contracts or obligations in any respect whatsoever.

10.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

10900 SAN PABLO AVE.
EL CERRITO, CA 94530
ATTN:CHIEF OF POLICE
EMAIL: pkeith@ci.el-cerrito.ca.us

Automated License Plate Readers (ALPRs)

437.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

437.2 POLICY

The policy of the El Cerrito Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

The El Cerrito Police Department does not permit the sharing of ALPR data gathered by the City or its contractors for the purpose of federal immigration enforcement, pursuant to the California VAlues Act (Government Code § 7282.5; Government Code § 7284.2, et seq).

437.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the El Cerrito Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administrative Services Division Commander. The Administrative Services Division Commander will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

437.3.1 ALPR ADMINISTRATOR

The Administrative Services Division Commander shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

(a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.

(b) Training requirements for authorized users.

(c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.

(d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.

(e) The title and name of the current designee in overseeing the ALPR operation.

(f) Working with the Custodian of Records on the retention and destruction of ALPR data.

(g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

437.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

(a) An ALPR shall only be used for official law enforcement business.

(b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.

(c) Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.

(d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.

(e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.

(f) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

(g) The ALPR system shall not be used for the purposes of harassment or intimidation.

437.5 DATA COLLECTION AND RETENTION

The Administrative Services Division Commander is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for no more than 30 days and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

All ALPR data will not be sold, accessed, or used for any purpose other than legitimate law enforcement or public safety uses.

437.6 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The El Cerrito Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

(a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52).

(b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.

(c) ALPR system audits should be conducted on a regular basis.

For security or data breaches, see the Records Release and Maintenance Policy.

437.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

(a) The agency makes a request for the ALPR data.

(b) The request is reviewed by the Administrative Services Division Commander or the authorized designee and approved before the request is fulfilled.

(c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

437.8 TRAINING

The Training Manager should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

February 2, 2023

To: El Cerrito Police Department

Re: Sole source letter for Axon Evidence digital evidence management services and Flock automated license plate recognition technology

A sole source justification exists because Axon Enterprise, Inc. ("Axon") is the only digital evidence management system with the express right to integrate Flock's automated license plate recognition technology with Axon Evidence services.

Axon's relevant SKUs for this justification include the following:

1. **74300** Flock Safety ALPR Camera System
2. **74302** Flock Safety ALPR Camera System Installation

Sincerely,

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

Police Department

AGENDA REPORT

DATE:	February 28, 2023
TO:	Mayor Martinez and Members of the City Council
FROM:	Bisa French, Chief of Police Timothy Simmons, Assistant Chief of Police
Subject:	Three-year Agreement with Flock Group, Inc.
FINANCIAL IMPACT:	The proposed Agreement will not exceed $249,600 over three years; the expenditures for the project will derive entirely from the RPD's general fund and will be made possible after transferring funds due to vacancy cost savings; $92,600 will be expended by June 30, 2023, and a payment of $78,500 will occur in years two and three - Account String 01191021-400209.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE ISSUE:	The Richmond Police Department (RPD) wishes to designate a vendor to acquire, support, and maintain a Fixed Automated License Plate Reader (ALPR) System. After conducting a competitive and rigorous selection process, Flock Group, Inc. has been identified as the police department's preferred choice for a reliable and efficient solution.
RECOMMENDED ACTION:	APPROVE a three-year agreement with Flock Group, Inc. for the acquisition, support, and maintenance of a Fixed Automated License Plate Reader System, in an amount not to exceed $249,600, for a term beginning March 1, 2023 through February 28, 2026, and with two one-year renewal options based on the same terms - Police Department (Chief Bisa French 510-621-1802).

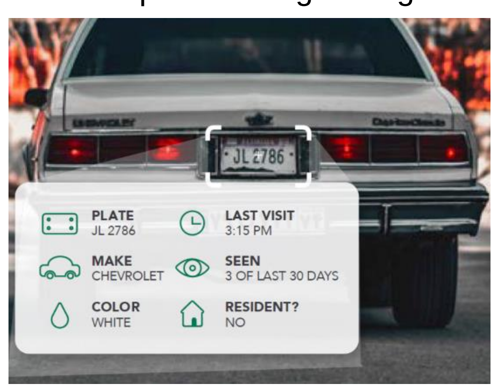
	This item was continued from the February 21, 2023, meeting.

DISCUSSION:

On October 18th, 2022, the Richmond Police Department (RPD) issued a Request for Proposals ("RFP") seeking proposals from qualified professionals to install about 30 stationary Automated License Plate Reader ("ALPR") camera systems at strategic locations within the city of Richmond. 710 were notified, and four (4) submitted proposals before the deadline of December 9, 2022. Two (2) of the bids received did not meet the RFP requirements (one submitted a letter of intent, and the other was above the budgeted amount of $100,000/year). RPD staff met with the two remaining vendors, Flock Safety and Utility Associates. After thorough research, discussion, and reference checks, the evaluation committee gave Flock Safety 295 points out of 300. The evaluation committee scored Utility Associates 185 out of a possible 300 points.

Flock Group, Inc. dba Flock Safety is based in Atlanta, Georgia, with a mission to assist police departments and the communities they serve to reduce crime. Flock Safety camera systems are in over 1,200 cities in 38 states and 600 police departments across the country including a number of Bay Area cities.

Flock is a public safety operating system that helps communities and law enforcement professionals in 1,200+ cities work together to eliminate crime, protect privacy, and mitigate bias. They build devices that capture objective evidence and use machine learning to detect, decode, and deliver unbiased investigative leads to law enforcement. Their proprietary devices are solar powered, utilizing cloud-based software, are infrastructure-free, and assist in reducing crime. Flock Safety Automatic License Plate Reading cameras have unique and proprietary machine learning technology that detects the movement of a vehicle, allowing the camera to capture distinguishing features, shapes, sizes, and other tangible and significant features that would help detectives solve a crime. Flock Safety's software platform is web-based and user-friendly, allowing detectives to search the database based on dates, times, regions, vague vehicle descriptions, license plates, bumper stickers, roof racks, and many more unique features besides the license plate.



The use of ALPR technology has rapidly spread in neighboring communities and around the nation. The hope is that such a system, along with other enforcement efforts, will contribute to investigative efficacy and efficiency. The technology could assist in clearing crimes while minimizing a policing footprint. By knowing which vehicle is involved in criminal activity, efforts can be focused on that specific vehicle to develop investigative leads and to further support RPD's intent to focus on intelligence led deployment. Intelligence led strategies require timely and data driven technology. ALPR technology could provide that information and help mitigate the number of investigate vehicle stops. Most importantly, this technology automates a time consuming, manual process that officers routinely complete during their daily operations. It significantly improves effectiveness in identifying vehicles of interest among the hundreds or thousands observed during routine patrol. Without ALPRs, officers are not easily able to determine if a particular plate is associated with a stolen car or a particular crime or warrant. However, with the ALPRs, the system will alert the officer of a finding on a particular car as soon as the plate is scanned entering or leaving the city.

Not only is this system more efficient, but it frees up officers' time for other duties, including routine patrol in the rest of the city and/or special assignments. This is particularly important during times of high call volumes. In addition to freeing up officers' time, ALPR can improve officer safety by providing critical information regarding the nature of the identified offense in advance of the officer contacting the occupant(s) of the vehicle.

Just as importantly, ALPR can generate a record of vehicle sightings, complete with time, date, and geographic location information for each observation, which may bolster other evidence, including eyewitness testimony, in a criminal proceeding. The system uses the retained data and has analytical tools to assist officers and investigators in intelligence gathering and crime solving. This data can substantially enhance RPD's investigative capabilities.

To ensure operational use is limited to concrete investigative need, current RPD policy clearly outlines the permitted/impermissible use criteria. For example, ***<u>no</u> information will be shared with Immigration and Customs Enforcement (ICE) for immigration investigations or immigration enforcement***. Additionally, Flock has several safeguards to protect privacy including:

- A focus on objective evidence: vehicles and license plates. Flock captures car features (make, model, color, license plate, state of the plate, and timestamp) and do not record any personally identifiable information such as names, addresses, or phone numbers.
- Flock does not use facial recognition technology of any kind.
- Agencies own their data entirely. Flock Safety does not sell the data to any third parties.
- Since the Agency owns its data, a limited license grant is required for Flock Safety to use the data; however, this use is strictly limited to what is necessary for Flock Safety to provide services.
- Criminal Justice Information Services ("CJIS") footage is stored, secured, and encrypted in AWS Government Cloud and automatically deleted every thirty (30)

days on a rolling basis. Flock's Privacy Policy can be found at https://www.flocksafety.com/privacy-policy/

- Flock Safety cameras take photos, and there is no live feed. Flock Safety does not monitor the system and is not used for surveillance.
- Flock Safety does not work in any capacity for traffic enforcement, unpaid fines, or speeding violations, nor do we work with any immigration services.
- Flock Safety provides an audit trail of searches for accountability purposes.

Seven (7) Homeowner Associations (HOAs) in the City of Richmond currently have Flock Safety cameras in their communities. Those five (5) HOA's now deploy 27+ Flock Safety cameras in the City of Richmond. We have been provided a Memorandum of Understanding (MOU) for Flock Safety to immediately receive access to those HOA's cameras to assist in our criminal investigations. This is at no cost to us. Local law enforcement agencies use Flock Safety cameras to include Hercules, Vallejo. San Ramon, Fairfield, Danville, Oakley, Vacaville, Benicia, and others throughout the Bay Area. Those agencies have also agreed to an MOU to share their camera access with Richmond PD. Detectives have been actively using Flock Safety during their investigations, and the findings have led to successful convictions.

Flock will provide the cameras and software under a subscription model that will include the hardware, hardware maintenance, software, software updates, LTE connectivity, solar panels, mounting poles, mounting equipment, and monitoring. The cameras and software can support unlimited users that the designated administrator will easily manage.

Flock Safety has reviewed the City of Richmond's geographical layout. It has proposed camera locations to cover the significant entry and exit points considering the sunlight, efficiency, LTE availability, and potential impact of reducing crime.

The anticipated expenditure will be $92,600 for the first year and $78,500 for the following years and will come from RPD's general fund. This will be made possible by transferring cost savings realized in salaries and benefits due to sworn vacancies.

DOCUMENTS ATTACHED:

Attachment 1 – Original Contract
Attachment 2 – RFP
Attachment 3 – RFP Rating Matrix

CITY OF RICHMOND
STANDARD CONTRACT

Department:	Project Manager:
Project Manager E-mail:	Project Manager Phone No:
PR No: Vendor No:	P.O./Contract No:
Description of Services:	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the City of Richmond (herein referred to as the "City") and the following named Contractor:

   Company Name: ______

   Street Address: ______

   City, State, Zip Code: ______

   Contact Person: ______

   Telephone: ______ Email: ______

   Business License No: ______ / Expiration Date: ______

   A California [ ] corporation, [ ] limited liability corporation [ ] general partnership, [ ] limited partnership, [ ] individual, [ ] non-profit corporation,
   [ ] individual dba as [specify:] ______________________,
   [ ] other [specify:] ______________________

2. Term. The effective date of this Contract is ______________________ and it terminates ______________________ unless terminated as provided herein.

3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed $______________________. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the City Council or City Manager.

4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

5. City's Obligations. City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.

7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. (Note: other than Public Works contracts, the City will agree to Special Conditions only in unusual circumstances.)

9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.

10. Signatures. These signatures attest the parties' Contract hereto:

CITY OF RICHMOND
a municipal corporation

By: ______________________

Title:

I hereby certify that this Contract has been approved by City Council.

By: ______________________
City Clerk

Approved as to form:

By: ______________________
City Attorney

CONTRACTOR:

____

(* The Corporation Chairperson of the Board, President or Vice President should sign below)

By: ______________________

Title: ______________________

Date Signed: ______________________

(* The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign below)

By: ______________________

Title: ______________________

Date Signed: ______________________

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice-President and (b) the Secretary any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

LIST OF ATTACHMENTS:

Service Plan	Exhibit A
Payment Provisions	Exhibit B
Authorized Representatives and Notices	Exhibit C
General Conditions	Exhibit D
Special Conditions	Exhibit E
Insurance Provisions	Exhibit F

EXHIBIT A
SERVICE PLAN

Contractor shall, to the satisfaction of the Police Department, perform the following services and be compensated as outlined below:

For the Contract between the City of Richmond and

____

EXHIBIT B
PAYMENT PROVISIONS

{PLEASE NOTE THAT THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE CITY COUNCIL OR THE CITY MANAGER}

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.

2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.

3. Contractor shall submit timely invoices to the following address:

   Attention: City of Richmond, Finance Department - Accounts Payable
   Project Manager:_______________________ Department:___________________________
   PO Box 4046
   Richmond, CA 94804-0046

4. All invoices that are submitted by Contractor shall be subject to the approval of the City's Project Manager**,** ____________________ before payments shall be authorized.

5. The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.

6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.

7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

1. Notices. All notices, demands, statements, or communications provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the Department Head and (as delineated below in section 1.1) to the project manager responsible for the administration of or the supervision of the scope of work under this Contract. Notices to the Contractor shall be addressed to the party designated by Contractor (as delineated below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Contract, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.

1. 1 CITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

____

City of Richmond

____

Richmond, CA 94804-0046

1. 2 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

____

____

____

____

EXHIBIT D
GENERAL CONDITIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the City, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind City to any obligation or to act as City's agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.

2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

3. City Property. The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to City within a reasonable time, shall be deemed assigned to City. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless City from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.

4. Patents, Trademarks, Copyrights and Rights in Data. Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the City Manager. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, City reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving City's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, City reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell,

import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license.

Contractor further agrees to assist City, at City's expense, in every proper way to secure the City's rights in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to City of all pertinent information and data with respect thereto. Contractor shall also assist City in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which City shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, to waive such rights. Contractor shall further assist City in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which City shall deem necessary in order to assign and convey to City, and any assigns and nominees the sole and exclusive right, title and interest in and to any patents, trademarks, copyrights or other intellectual property rights relating thereto. Contractor further agrees that its obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instruments or papers shall continue during and at all times after the end of Contractor's services and until the expiration of the last such intellectual property right. Contractor hereby irrevocably designates and appoints City, and its duly authorized officers, agents and servants, as its agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright and other registrations. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

5. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the CITY, the State of California, and the United States Government.

   If the project or services set forth in Exhibit A shall be performed on City or other public property, City shall have the right to inspect such work without notice. If such project or services shall not be performed on City or other public property, City shall have the right to inspect such work upon reasonable notice.

6. Services. The project or services set forth in Exhibit A shall be performed to the full satisfaction and approval of City. In the event that the project or services set forth in Exhibit A are also itemized by price, City, in its sole discretion, may, upon notice to Contractor, delete certain items or services set forth in Exhibit A, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor.

Contractor shall, at its own cost and expense, furnish all facilities and equipment necessary for Contractor to complete the project or perform the services required herein, unless otherwise provided in Exhibit A.

7. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the City, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the City.

   Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the CITY, the State of California, and the United States Government.

   Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The Contractor’s accounting and control systems shall be satisfactory to City. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The City shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least five (5 years after the termination of this Contract , or for such longer period as may be required by law.

   Contractor shall permit City and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow City access to the record keeping and accounting personnel of Contractor. City further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5 year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5 years after the termination of this Contract.

Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering this Contract.

8. Changes and Extra Work. All changes and/or extra work under this Contract shall be performed and paid for in accordance with the following:

   Only the City Council or the City Manager may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such extra and/or changed work.

   If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Contract and constitutes extra work, Contractor shall promptly notify City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Contract and constitutes extra work. In the event that City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A change order or Contract Amendment providing for such compensation for extra work shall be negotiated between City and Contractor and executed by Contractor and the appropriate City official.

   In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council; provided, however, a written appeal must be submitted to the City Manager within five (5) days after the staff's determination is sent to Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

9. Additional Assistance. If this Contract requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue

any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of Section 8 of these General Conditions.

10. Professional Ability. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that City, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from City.

11. Business License. Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.

12. Termination Without Default. Notwithstanding any provision herein to the contrary, City may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to City. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to City. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

14. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no City official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.

15. Indemnification.

(a) If this Contract is a contract for design professional services subject to California Civil Code Section 2782.8(a) and Contractor is a design professional, as defined in California Civil Code Section 2782.8(b)(2), Contractor shall hold harmless, defend and indemnify the City, its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, except where caused by the active negligence, sole negligence, or willful misconduct of the City. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the City and its officers, agents, employees, and volunteers from and against any and all liabilities, regardless of nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.

(b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.

(c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.

(d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.

(e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

16. <u>Safety</u>. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete

responsibility for the safety of Contractor's employees and any subContractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City by telephone.

17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.

18. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Contract.

19. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation environmental laws, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

    Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor shall promptly provide to City documents and information verifying its compliance with the Living Wage Ordinance. Also as prescribed in § 2.60.070, Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

    Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or subcontractor under a contract or subcontract with the City for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

    Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the City's website at http://www.ci.richmond.ca.us/workplacepolicies . Contractor agrees to abide by the terms and conditions of said policies.

20. Limitations upon Subcontracting and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated

under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

Contractor acknowledges that the services which Contractor shall provide under this Contract are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in City's sole and absolute discretion. In the event that City, in writing, approves any assignment or subletting of this Contract or the retention of subcontractors by Contractor, Contractor shall provide to City upon request copies of each and every subcontract contract prior to the execution thereof by Contractor and subcontractor. Any assignment by Contractor of any or all of its rights under this Contract without first obtaining City's prior written consent shall be a default under this Contract.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

21. Integration. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the Exhibits to this Contract.

22. Modifications and Amendments. This Contract may be modified or amended only by a change order or Contract Amendment executed by both parties and approved as to form by the City Attorney.

23. Conflicting Provisions. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.

24. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and

City reserves the right to employ other Contractors in connection with the project.

25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable) , or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.

26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.

27. Time of the Essence. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.

28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentially, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

29. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."

30. Governing Law. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.

31. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the City under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by City to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.

32. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.

33. Interpretation. This Contract shall be interpreted as if drafted by both parties.

34. Warranty. In the event that any product shall be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.

35. Severability. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view

toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

36. Authority. City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.

37. Waiver. The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payments therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

38. Possessory Interest. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.

39. Performance and Final Acceptance.

Contractor represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

Contractor shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which City may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

City shall provide Contractor an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should Contractor fail to make necessary corrections in a timely manner, such corrections shall be made by the City and the cost thereof shall be charged to Contractor.

If warranted, City shall determine, and Contractor may request such determination, that Contractor has satisfactorily completed performance of this Contract. Upon such determination, City shall issue to Contractor a written Notice of Final Acceptance, after which Contractor shall not incur further costs under this Contract. Contractor shall respond to such Notice of Final Acceptance by executing and submitting to City a Release and Certificate of Final Payment.

40. Survival. The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract shall remain in full force and effect after termination or completion.

EXHIBIT E
SPECIAL CONDITIONS

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable):

EXHIBIT F
INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation and Builder's Risk/ Course of Construction Insurance.
6. Builder's Risk/Course of Construction insurance covering all risks of loss less policy exclusions when the City of Richmond has a financial interest in the property. – *(Only required for Construction Contracts involving property)*
7. Contractor's Pollution Liability (*if applicable for Construction Contractors*)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including $1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: ***http://www.ci.richmond.ca.us/index.aspx?nid=61***.

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

<table>
<tr><td rowspan="6">General Liability
(primary and excess limits combined)</td><td>PROJECT COST</td><td>REQUIRED LIMIT</td></tr>
<tr><td>$0 - $5 million</td><td>$2 million p/o</td></tr>
<tr><td>$5 million - $10 million</td><td>$5 million p/o</td></tr>
<tr><td>Over $10 million</td><td>$10 million p/o</td></tr>
<tr><td>Fireworks</td><td>$5 million p/o</td></tr>
<tr><td colspan="2">Includes coverage for bodily injury, personal injury, property damage and products and completed operations. The policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property).

If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit ($4 million aggregate limit).

Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.</td></tr>
<tr><td>Automobile Liability</td><td colspan="2">$1,000,000 per occurrence for bodily injury and property damage.</td></tr>
<tr><td>Builders' Risk/Course of Construction – Covers property under construction, repair or renovation as well as equipment and materials to be installed.

(Only required for Construction Projects involving property and equipment installation.)</td><td colspan="2">Coverage shall include all risks of direct physical loss, excluding earthquake, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions, including soft costs and business interruption.

If the project does not involve new or major reconstruction, an Installation Floater may be acceptable. For such projects, a property installation floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the City of Richmond's site.

The City of Richmond shall be named as loss payee as its interest may appear. The insurer shall waive all rights of subrogation against City.</td></tr>
<tr><td>Contractor's Pollution Liability (if applicable)
Protects against: unexpected/unintended release of pollution resulting from contractors covered operations such as:
HVAC, paving, carpentry, pipeline & tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential & commercial builders.</td><td colspan="2">Same limits as General Liability.</td></tr>
<tr><td>Required Policy Conditions</td><td colspan="2"></td></tr>
<tr><td>A. M. Best Rating</td><td colspan="2">A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.</td></tr>
<tr><td>Additional Insured Endorsement</td><td colspan="2">Applicable to General Liability Coverage.
The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.
ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</td></tr>
</table>

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

Additional Insured Endorsement (continued)	*SAMPLE Endorsements can be found at* ***http://www.ci.richmond.ca.us/index.aspx?nid=61***
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation and Builder's Risk/ Course of Construction coverage during the life of this contract. SAMPLE Endorsements can be found at ***http://www.ci.richmond.ca.us/index.aspx?nid=61***
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
Loss Payable Endorsement **(only required when Builder's Risk and/or Course of Construction Insurance is required.)**	Applicable to Builder's Risk/Course of Construction naming the City of Richmond as Loss Payee.
SURETY BONDS **(If a Public Works/Engineering Project)**	The Contractor shall provide: 1. A Bid bond 2. A Performance Bond **3.** A Payment Bond

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City ***before work may begin***. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Agency**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Agency: CA - Richmond PD **Legal Entity Name:**	**Contact Name:** Eric Tam
Address: 1701 Regatta Boulevard Richmond, California 94804	**Phone:** 510-621-1819 **E-Mail:** etam@richmondpd.net
Expected Payment Method:	**Billing Contact:** (if different than above)

Initial Term: 36 months **Renewal Term:** 36 months	**Billing Term:** Invoice Plan payment due Net 30 per terms and conditions

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	$350.00	21.00	$7,350.00
Professional Services - Advanced Implementation Fee	$750.00	9.00	$6,750.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	$2,500.00	30.00	$75,000.00
Flock Safety Advanced Search	$3,500.00	1.00	$3,500.00

Subtotal Year 1:	$92,600.00
Subscription Term:	36 Months
Annual Recurring Total:	$78,500.00
Estimated Sales Tax:	$0.00
Total Contract Amount:	$249,600.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Agency: CA - Richmond PD**	
By:	____________________	By:	____________________
Name:	____________________	Name:	____________________
Title:	____________________	Title:	____________________
Date:	____________________	Date:	____________________

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block of the Order Form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) ("**Notifications**");

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("**Permitted Purpose**").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Advanced Search**" means the provision of Services, via the web interface using Flock's software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 "***Agency Data***" means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 ***"Agency Generated Data"*** means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. “***Agency Hardware***” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “***Aggregated Data***” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “***Authorized End User(s)***” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “***Deployment Plan***” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “***Documentation***” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “***Embedded Software***” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “***Falcon Flex***” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “***Flock Hardware***” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “***Flock IP***” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “***Flock Safety Falcon™***” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “***Flock Safety Raven™***” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “***Flock Safety Sparrow™***” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 “***Footage***” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 *“**Hotlist(s)***” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 *“**Implementation Fee(s)**”* means the monetary fees associated with the Installation Services, as defined below.

1.20 “***Installation Services***” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “***Non-Agency End User(s)***” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “***Services***” or “***Flock Services***” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “***Support Services***” means Monitoring Services, as defined in Section 2.10 below.

1.24 “***Usage Fee***” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “***Web Interface***” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “***Wing Suite***” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “***Wing Livestream***” means real-time video integration with third-party cameras via the Flock interface.

1.28 “***Wing LPR***” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “***Wing Replay***” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 "***Vehicle Fingerprint*™**" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 **Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 **Usage Restrictions.**

2.5.1 **Flock IP.** The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency ("***Permitted Purpose***"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. **Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 **Suspension.**

2.7.1 **Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("***Service Suspension***"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 **Installation Services.**

2.8.1 ***Designated Locations.*** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("***Designated Location***") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 ***Agency Installation Obligations*****.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations***"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 ***Flock's Obligations.*** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 ***Ownership of Hardware.*** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 **Special Terms.** From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 **Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors . The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing

Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 **Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 **Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 **Software Product Fees.** For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 **Hardware Product Fees.** For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.

c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.

d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of $500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 **No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("***No-Fee Term***"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH

ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 **Compliance With Laws.** The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency’s purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency’s name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock’s website.

10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL:

EXHIBIT H

CITY OF RICHMOND

Sanctuary City Compliance Statement

The undersigned, an authorized agent of ____ (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

a. "Data Broker" means either of the following:

   i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;

   ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and subject to a $1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _______day of _________, 20__, at _____________, California.

Printed Name: ____________________________________**Title:** _____________________________________

Signed: ____________________________________**Date:** _____________________________________

Business Entity: ____________________________________

Vendor SCCO Compliance Statement (Augt2020)

CITY OF Richmond CALIFORNIA

Request for Proposal

Automated License Plate Reader System

Release Date: October 21, 2022

Deadline for Submittal: December 9, 2022, 5:00PM

INTRODUCTION

The City of Richmond's Police Department is currently soliciting bids for Automated License Plate Reader System (ALPR). The Police Department is looking for a vendor to provide a full turnkey solution.

This request for proposal (RFP) describes the project, the required scope of services, the consultant selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification. The anticipated term of this contract will be for a period of three (3) years and an option to renew for (3) three more years by means of a mutual agreement of both parties.

Vendors are required to read and understand all information contained within this entire Proposal package. By responding to this RFP, the vendor agrees to read and understand these documents.

PROJECT BACKGROUND / DESCRIPTION

The City of Richmond Police Department is seeking proposals from qualified professionals to install about 30 stationary ALPR camera systems at strategic locations (to be determined) within the City of Richmond.

The Police Department is interested in a system where the ALPR hits are saved on a vendor provided platform SaaS (Software as a Service) and the ability for the police department to control and share access of the data to other law enforcement agency strictly for law enforcement purposes only; **the ALPR data and system will not be shared with ICE and will not be used for immigration enforcement**.

Vendor staff may have access to confidential and sensitive data files and may be subject to a Department of Justice and Criminal History background check. Failure to pass the background check shall exclude any employees of the vendor from access to confidential and sensitive files. All employees of vendor who will participate at the level described above in the project will be required to provide a valid issued driver's license or equivalent photo identification before they will be permitted to begin work on the project.

Respondent software solution should be web based and Software as a Service (SaaS) in full compliant with California Law Enforcement Telecommunications System (CLETS) CJIS requirements. (Please see oag.ca.gov for latest updates)

PROPOSAL FORMAT GUIDELINES

The proposal should be concise, well organized, and demonstrate the proposer's qualifications and experience applicable to the Project.

Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the Vendor's response:

A. Vendor Cover Letter

A cover letter should summarize key elements of the proposal and shall:

- Confirm that all elements of this RFP have been reviewed and understood.
- Include a statement of intent to perform the services as outlined.
- Stipulate that the proposal price will be valid for the duration of the contract.
- Identify a single person for contact during the RFP review process; and
- Cover letter shall be signed by an authorized official of the company.

B. Background and Project Summary Section

Proposer must have the qualifications and skills necessary to perform the services described in this RFP in a competent and professional manner without the advice or direction from the Police Department. The Respondent warrants that all services and solutions provided meets or exceeds the CJIS Requirements.

C. Scope of Services

Proposer solution must have the ability to provide all the following services:

a. Install proposed equipment
b. Software as a Service (SaaS) platform
c. Ability for agency to configure system for data sharing with other law enforcement agencies.
d. No offshore developer allowed
e. No offshore technical support services allowed

D. Cost Information

Provide a comprehensive fee schedule for all the services the Respondent will provide to the Police Department. All cost and pricing data, including documents showing indirect costs and direct labor rates should be included in the proposal.

Proposers will be paid at the same rates set forth in their cost proposal unless further negotiated in writing and agreed to by the Police Department.

E. Contractor Assignment of Sub-Contract

The resulting contract shall not be assigned, transferred, or sublet, in whole or in part, without the prior written approval of the Police Department. If Offerors intend to subcontract any portion of the resulting contract, they must describe their process for selecting such subcontractor(s) and the quality control measures that the Offeror will employ to ensure that any subcontractor complies with the provisions of Offeror's contract with the Department.

F. Exceptions to this Request for Proposals

The proposer shall state whether it takes exception(s) to this RFP, including but not limited to the City of Richmond's Standard Services Agreement – RFP (Attachment 1). If the proposer does take exception(s) to any portion of the RFP or contract, the specific portion to which exception(s) is taken must be identified by section number and explained. Requests for changes or additions to sections of City of Richmond's Standard Services Agreement must be shown by requesting deletion of specific words and/or by providing new requested contract language. Requests for complete replacement of the City of Richmond's Standard Services Agreement for another contract will not be granted. Failure to make exceptions to the RFP or Standard Services Agreement within the proposal will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.

G. Statement of Impartiality and Disclosure

This proposal shall include a statement declaring that the proposer's and sub-consultants are not currently, and will not, during the performance of these services, participate in any other similar work involving a third-party with interests currently in conflict or likely to conflict with City of Richmond's interests. Additionally, proposer is required to disclose any pending or active investigations or litigation that may affect the reputation or ability of the proposer to carry out the Project.

H. Sanctuary City Contracting and Investment Ordinance 12-18NS_2018, and Resolution 86-21 (Disclosure Statement of Limited Liability Companies Form

The City of Richmond's Sanctuary Contracting Ordinance certification requires the City to refrain from doing business with vendors who provide Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). In addition, City of Richmond Resolution 86-21 requires disclosure of beneficial and responsible owners of Limited Liabilities Corporation (LLC).

PROCESS FOR SUBMITTING PROPOSALS

Questions Concerning Request for Proposals

Please do not contact staff directly regarding this Proposal will not be answered. All questions will be answered promptly and must be submitted via the electronic BidsOnline system on the Q&A tab no later than December 1, 2022, 5:00pm PST. If the City finds it necessary to issue an addendum, prospective Offerors will receive e-mail notification of addendum. It is the proposer's responsibility to periodically check the BidsOnline website www.ci.richmond.ca.us/ bids for any possible Addenda to the RFP that may have been posted.

Any party submitting a proposal shall not contact or lobby any City Council member, City officials, employee (except those specified for contact) or agent regarding the RFP. Any party attempting to influence or circumvent the RFP, bid submittal, and review process may have their proposal rejected for violating this provision of the RFP.

Interested parties may download copies of the above-mentioned proposal by visiting the

City's web site, to download RFP, new vendors will be required to register. Once the vendor downloads any documents relative to a solicitation, that vendor's name will appear on the Prospective Bidders list for that project and will receive any addenda or notifications relating to the RFP.

Submission of Proposals

Please submit your proposal via the City of Richmond's BidsOnline system. Proposals submitted by facsimile or e-mail are not acceptable and will not be considered.

The proposal and any required certifications shall be signed by an individual or individuals authorized to execute legal documents on behalf of the proposer.

Proposer is responsible for submitting its entire proposal package with all required submittal documents and any modifications or revisions, to reach the City of Richmond's office as designated in the RFP by the time specified below. Any proposal, modification, or revision received by the City of Richmond after the exact time specified for receipt of proposals is "late" and will not be considered.

The City of Richmond reserves the right to waive inconsequential irregularities.

GENERAL GUIDELINES

This RFP does not commit the City of Richmond to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. The City of Richmond may reject a proposal without providing the reason(s) underlying the declination. A failure to award a contract to the proposer with the lowest cost proposal shall not constitute a valid cause of action against the City of Richmond. The City shall not be responsible for work done, even in good faith, prior to final approval of the proposed contract. The City may investigate the qualifications of any respondent under consideration, require confirmation of information furnished by the respondent, and require additional evidence or qualifications to perform the Services described in this RFP.

The City reserves the right to:

1. Reject any or all proposals.
2. Issue subsequent Requests for Proposal.
3. Postpone opening for its own convenience.
4. Remedy technical errors in the Request for Proposal process.
5. Negotiate with any, all, or none of the Respondents.
6. Solicit best and final offers from all or some of the Respondents.
7. Select one or more Respondents.
8. Accept other than the lowest proposed fees.
9. Waive informalities and irregularities in proposals.

Public Records

All proposals submitted in response to this RFP become the property of the City of Richmond and public records and, as such, may be subject to public review. Documents protected by law from public disclosure will not be disclosed by the City of Richmond if clearly marked with the word "confidential" on each applicable page. Trade secrets may be marked as confidential only to the extent they meet the requirements of California

Government Code section 6254.7. Only information claimed to be a trade secret at the time of submittal to the City of Richmond and marked as "confidential" will be treated as a trade secret.

Insurance Requirements
The City of Richmond requires consultants doing business with it to obtain insurance, as shown in RFP Attachment 2. The required insurance certificates must comply with all requirements of the standards as shown and must be provided within fifteen (15) days of issuance of the Notice of Intent to Award and prior to the commencement of any work on the Project.

Business Licenses
The successful Contractor and all subcontractors used in the work will be required to hold or to obtain a City of Richmond business license for which the fee will not be waived.

Compliance with City Ordinances
The contractor and all subcontractors shall comply with the City of Richmond Nondiscrimination Clauses in City Contracts Ordinance (Richmond Municipal Code (RMC) Chapter 2.28), Business Opportunity Ordinance (RMC Chapter 2.50), Local Employment Program Ordinance (RMC Chapter 2.56), Living Wage Ordinance (RMC Chapter 2.60) and Ordinance Banning the Requirement to Provide Information of Prior Criminal Convictions on all Employment Applications ("Ban the Box") (RMC Chapter 2.65), which are incorporated into the Contract Documents by this reference.

Collusion
By submitting a proposal, each respondent represents and warrants that its proposal is genuine and not false or collusive or made in the interest of, or on behalf of any person not named therein; that the respondent has not directly or indirectly induced or solicited any other person to submit a false proposal, or any other person to refrain from submitting a proposal; and that the respondent has not, in any manner, sought collusion to secure any improper advantage over any other person submitting a proposal.

Withdrawal of Proposals
A respondent may withdraw their proposal before the expiration of the time for submission of proposals by delivering to the Finance Department a written request for withdrawal signed by, or on behalf of, the respondent.

Ownership of Documents
All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials produced for the Project shall be the sole and exclusive property of the City. No such materials or properties produced in whole or in part for the Project shall be subject to private use, copyrights, or patent rights by Respondent in the United States or in any other country without the express written consent of the City. The City shall have unrestricted authority to publish, disclose (except as may be limited by the provisions of the Public Records Act), distribute, and otherwise use, copyright, or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced for this project.

PROPOSAL EVALUATION AND SELECTION PROCESS

All proposals shall be reviewed to verify that the Respondent has met the minimum requirements. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the General Terms and Conditions of the Service Agreement, will be eliminated from further consideration. Proposals will be reviewed and evaluated by an evaluation committee comprised of City of Richmond personnel.

The City reserves the right to reject any or all proposals, or to make no award. The City also reserves the right to require modifications follow-up with requests for additional information, including, but not limited to, follow-up interviews. The City may request Best and Final offers based upon improved understanding of the offers or changed scope of service. The City will negotiate with that vendor to determine final pricing, and contract form. Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of Proposals. Overall responsiveness to the RFP is an important factor in the evaluation process.

Vendors that meet the minimum qualifications may be invited to a "Phase II" meeting/demonstration for the evaluation committee for further clarification and consideration. The criteria upon which the evaluation of the proposals will be based include, but are not limited to, the following:

Experience/Past Performance/References – 30%

Consideration will be given based upon the firm's experience, years in business, past and current client references; technical expertise and professional competence in areas directly related to this RFP; number of years of experience in performing similar work.

Scope of Work, Methodology and Proposal – 30%

This category will evaluate the respondent's ability to take upon itself the responsibilities set forth in the Scope of Services and produce the required outcome in a timely manner. Consideration will be given for the overall quality of the proposal, including a demonstrated understanding of the purpose, scope, and objective of the services to be performed. It is the intention of the City of Richmond to award a contract to the Respondent who furnishes satisfactory evidence that the Respondent has the requisite experience and ability to enable the Respondent to execute the work successfully and properly, and to complete services in a timely manner. To determine the degree of responsibility to be credited to the Respondent, the City of Richmond will weigh the evidence that the Respondent has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.

Cost Proposal – 40%

The department's annual budget for ALPR system is $100,000.00. After the proposals are opened, but prior to award, the City may elect to conduct negotiations with the highest ranked proposal respondents for purposes of:

- Resolving minor differences and information
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from respondents

Selection may be made without further discussion, negotiations, or Offeror's presentations; therefore, Offeror shall offer the most favorable terms in response to this RFP. Offeror must demonstrate an understanding of the scope of service to be provided and the ability to accomplish the tasks set forth. Offeror shall include information that will enable the City to determine the Offeror's overall qualifications.

The City reserves the right to request additional information or clarification on any matter included in the proposal response, to enable the City to arrive at the final award decision.

Award
When the Review Panel has completed its work, Police Department personnel will then work with the Respondent to complete the administrative paperwork.

Rater :

	Maximum Points	Utility Resource	Flock
Experience/Past Performance/References	30		
Scope of work	30		
Cost	40		
Total	**100**	**0**	**0**

NOTES:

	Experience/Past Performance/Experience (30 Points Max)			
	Rater 1	**Rater 2**	**Rater 3**	**Total**
Utility Associates	10	10	0	**20**
Flock	30	25	30	**85**

	Scope of Work (30 Points Max)			
	Rater 1	**Rater 2**	**Rater 3**	**Total**
Utility Associates	20	20	25	**65**
Flock	30	30	30	**90**

	Cost (40 Points Max)			
	Rater 1	**Rater 2**	**Rater 3**	**Total**
Utility Associates	30	35	35	**100**
Flock	40	40	40	**120**

	Rating Summary			
	Rater 1	**Rater 2**	**Rater 3**	**Total**
Utility Associates	60	65	60	185
Flock	100	95	100	295