

Mayor
Lisa Motoyama
Mayor Pro Tem
Tessa Rudnick



Councilmembers
Paul Fadelli
Gabriel Quinto
Carolyn Wysinger

TUESDAY, DECEMBER 5, 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/87822110302?pwd=YzJlVkJkFsVGNSZDhwTWdKNWVlBWGkvZz09>

Meeting ID: 878 2211 0302 **Password:** 497589 **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. *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**

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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

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. Approve the 2024 Regular Meeting Schedule for City Council

Action Proposed: Pass a motion to approve the regular meeting schedule for 2024, reducing to the third Tuesday of the month for January, July, August, September and November; and adding a meeting on 2/13/24, 2/15/24, and 9/24/24 for Advisory Body Interviews.

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

B. Agreement with Carahsoft to Procure Spot AI Security Video Surveillance Management and Storage System for City Facilities

Action Proposed: Approve a resolution authorizing the City Manager to execute a five year pricing agreement with Carahsoft for Spot AI's security video surveillance management and storage system for City Facilities in an amount not to exceed \$133,691.65.

Contact: Eric Ng, Information Technology Manager, City Management

C. Storm Drain Easement Acceptance and Agreement for 729 Kearney Street Exempt from CEQA review pursuant to section 15061(b)(3)

Action Proposed: Adopt a Resolution accepting a Storm Drain Easement from Bingyi Yu and Xin Dong, property owners, for public storm drain facilities located at 729 Kearney Street and authorizing the City Manager to execute an Easement Agreement.

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Contact: Roland Lambert, Associate Engineer; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

8. PUBLIC HEARINGS

A. Proposed East Bay Sanitary Garbage & Organic Waste Collection and Post-Collection Rates and Integrated Waste Management Fees - Effective January 1, 2024

Notice published 11/25/23 and 12/1/2023

Action Proposed: 1) Conduct a public hearing and upon conclusion adopt a resolution establishing maximum allowable East Bay Sanitary (EBS) garbage and organic waste collection and post-collection rates, effective January 1, 2024; and 2) Conduct a public hearing and upon conclusion adopt a resolution fixing and setting Integrated Waste Management (IWM) Fees, effective January 1, 2024.

Contact: Susan Kattchee, Interim Operations and Environmental Services Division Manager; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

9. POLICY MATTERS

A. Construction Contract Award for the El Cerrito Del Norte Transit-Oriented Development Complete Streets Project, City Project No. C4014, Federal Project No. CML 5239(029)

Action Proposed: Adopt a resolution approving plans and specifications for the El Cerrito Del Norte Transit-Oriented Development Complete Streets Project, City Project No. C4014, Federal Project No. CML 5239(029) (Project); accepting the two bids submitted for the Project; authorizing the City Manager to execute a contract in the amount of \$9,398,889 with Ghilotti Bros, Inc. and to approve change orders in an amount not to exceed \$940,000 for the construction of the Project; and amending the Fiscal Year (FY) 2023-24 Adopted Budget and Capital Improvement Program to appropriate \$879,077 in the Capital Improvement Fund for the Project.

Contact: Yvetteh Ortiz, Public Works Director/City Engineer

B. Adoption of the City of El Cerrito Strategic Plan 2024-2029

Action Proposed: Approve a resolution to adopt the City of El Cerrito Strategic Plan 2024-2029.

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Contact: Alexandra Orologas, Assistant City Manager; Karen Pinkos, City Manager, City Management

C. Study Session on City Board, Commission, and Committees

Action Proposed: Continue the study session from September 19, 2023 on City Boards, Commissions, and Committees (Advisory Bodies), consider recommendations made by the City Council ad-hoc committee and if applicable, provide staff direction.

Contact: Holly M. Charl  ty, City Clerk, City Management on behalf of City Council Ad-hoc Subcommittee of Mayor Lisa Motoyama and Councilmember Paul Fadelli

10. CITY COUNCIL LOCAL & REGIONAL LIAISON ASSIGNMENTS

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

11. ADJOURN REGULAR CITY COUNCIL MEETING

The next regularly scheduled City Council meeting is Tuesday, December 19, 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.



2024 Regular Meeting Schedule for City Council

Agenda Item 7.A.

Council Chambers
10890 San Pablo Avenue

	City Holiday/Closed
	Council Meeting (6PM)
	Advisory Interviews (6PM)

JANUARY 2024

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 2024

Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH 2024

Sun	Mon	Tue	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL 2024

Sun	Mon	Tue	Wed	Thur	Fri	Sat
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
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MAY 2024

Sun	Mon	Tue	Wed	Thur	Fri	Sat
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5	6	7	8	9	10	11
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JUNE 2024

Sun	Mon	Tue	Wed	Thur	Fri	Sat
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23	24	25	26	27	28	29
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JULY 2024

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST 2024

Sun	Mon	Tue	Wed	Thur	Fri	Sat
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2024

Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2024

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
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NOVEMBER 2024

Sun	Mon	Tue	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
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DECEMBER 2024

Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
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AGENDA BILL

Agenda Item No. 7.B.

Date: December 5, 2023
To: El Cerrito City Council
From: Eric Ng, Information Technology Manager, City Management
Subject: Agreement with Carahsoft to Procure Spot AI Security Video Surveillance Management and Storage System for City Facilities

ACTION PROPOSED

Approve a resolution authorizing the City Manager to execute a five year pricing agreement with Carahsoft for Spot AI's security video surveillance management and storage system for City Facilities in an amount not to exceed \$133,691.65.

BACKGROUND

The agreement with Carahsoft for Spot AI's camera system would provide a new security video surveillance management and storage system for City Facilities. This agreement would enable the City to properly meet the retention requirement specified under California Government Code (CGC) section 34090.6 specific to routine video monitoring, and add new Artificial Intelligence (AI) powered functionality for more efficient search and secure retrieval/sharing of relevant security footage and information. Leveraging AI technology in a limited form in this specific circumstance is necessary to enable authorized City Staff to efficiently retrieve relevant requested footage to ensure and maintain security and acquire usage metrics of City Facilities.

ANALYSIS

The City's current security video surveillance system for City facilities is an old technology system that has been in place for almost ten years. Many of the 64 cameras in this system are spread over five (5) City facilities operating at an antiquated average of 1.2 megapixels and do not provide the necessary video resolution to definitively inform on the details of an event or a specific time frame. The current system cannot meet the video retention duration desired by Department Managers and cannot cost effectively meet the retention requirement specified under CGC section 34090.6, which requires a City to maintain routine video monitoring footage for one (1) year. The current system is capable of retaining footage for less than 120 days and requires assigned IT Staff to manually locate, identify, and copy video files in the specific time frame requested. Furthermore, City Staff must manually review all the footage to locate the event, causing unnecessary delays in any inquiry or investigation.

Spot AI's security video surveillance management and storage system will provide a more modern resolution of 5 megapixels. In locations deemed necessary by Department Managers or by recommendation of El Cerrito Police Department, the system will record in 8.3 megapixels (also known as 4K resolution). Spot AI's security video surveillance management and storage system has a limited AI-powered ability to identify the presence or absence of humans or vehicles in a certain location of the

monitored area. For instance, this product has the option of specifying the color of clothing or vehicle and type of vehicle, which this additional search criterion will allow authorized users to more quickly locate the relevant footage needed for an investigation. Additionally, the AI's ability to discern vehicles and humans allows it to report on the usage of a City facility by the public, and even send real-time alerts to designated City Staff in the event of people accessing City facilities outside operating hours. This software does not have facial recognition capabilities.

The City will own the recorded security video footage and Spot AI will only use City's security video footage to train their AI models with written consent from the City. The recorded security video footage will be stored in and accessed via the Cloud, and all the footage will be encrypted end-to-end by 256-bit AES encryption. Only authorized users using Single-Sign-On with Multi-Factor Authentication (MFA) would be able to access the video footage.

Based on Staff's extensive research of technology options to meet the City's needs, they have found that Spot AI is particularly suited to meet the City's challenge with the current security video recording system and to meet the State's retention requirements. Under the City's Administrative Policy III.1, the procurement process would normally include an RFP and selection based upon demonstrated qualifications. However, under Section D.4 of Administrative Policy III.1, the City may dispense with the formal procurement process in several circumstances, including when "necessary to serve the best interests of the City." Based on research, Staff believes that the Spot AI platform will best serve the City's immediate security video surveillance management needs at competitive pricing and recommends that the City Council waive a formal procurement process to ensure that the needed security video surveillance management system is procured under the National Association of State Procurement Officials (NASPO) contracting vehicle and implemented without delay. Through discounts available as part of a multi-year agreement, the City was able to negotiate a price lower than would otherwise be available for the Spot AI system.

STRATEGIC PLAN CONSIDERATIONS

Authorization of these actions helps fulfill City of El Cerrito Strategic Plan Goal E: Ensure the Public's Health and Safety.

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

No additional budget appropriation is being requested at this time. The cost of this system over five (5) years is \$133,691.65 (\$26,738.33 annually). The annual funding is included in the current fiscal year (FY) 2023-24 Adopted General Fund Budget for IT, Police, Public Works, Recreation, and Administration.

LEGAL CONSIDERATIONS

This section is not applicable to this agenda item.

Reviewed by:

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

Karen Pinkos, City Manager

Attachments:

1. Resolution
2. Draft Agreement

RESOLUTION NO 2023-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CARAHSOFT TECHNOLOGY GROUP FOR SOFTWARE AS A SERVICE FOR THE SPOT AI ARTIFICIAL INTELLIGENCE POWERED SECURITY SURVEILLANCE SYSTEM FOR CITY FACILITIES IN AN AMOUNT NOT TO EXCEED \$133,691.65 OVER A FIVE-YEAR PERIOD

WHEREAS, California Government Code section 34090.6 mandates the retention of routine video monitoring recordings to be a minimum of one year; and

WHEREAS, the current onsite security video recording and storage system is not capable of meeting the retention duration requirement of California Government Code section 34090.6, and the recordings do not provide the necessary video resolution to definitively inform on the details of an event or a specific time frame; and

WHEREAS, the Information Technology Manager has found it to be of significant benefit to replace the current onsite security video recording and storage system with a cloud-based system capable of modern-day resolution footage and leverages limited artificial intelligence to provide efficient search results and timely alerts to assist the City in any investigation and monitoring of city properties; and

WHEREAS, Spot AI was the sole responsive vendor willing to meet the retention duration requirement of California Government Code section 34090.6; and

WHEREAS, greater savings are available by entering into a multi-year agreement; and

WHEREAS, funding was included in the FY 2023-24 Adopted General Fund Budget for this purpose; and

WHEREAS, Administrative Policy Section D.4 allows the City to dispense with a formal procurement process when “necessary to serve the best interests of the City,” which City Staff considers is appropriate in this case. Based on its research, staff believes that the Spot AI’s platform will best serve the City’s immediate needs to meet California Government Code Section 34090.6 and has recommended that the City Council dispense with a formal procurement process to ensure that this modern security video surveillance management and storage system is procured under the National Association of State Procurement Officials (NASPO) contracting vehicle and implemented without delay.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of El Cerrito that it hereby authorizes the City Manager to enter into an agreement with Carahsoft for the Spot AI’s security video surveillance management and storage system in an amount not to exceed \$133,691.65 for a term of five years.

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

I CERTIFY that at a regular meeting on December 5, 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

This END USER AGREEMENT (the “Agreement”) is between Spot AI, Inc., a Delaware corporation headquartered in California (“Spot AI”) and you as a customer and user (“Customer”).

This Agreement is effective on the earlier of a date on an executed Order Form, or the date Customer uses the Products (“Effective Date”).

By executing an Order Form, clicking a box referencing this Agreement, or accessing or using the Product, Customer signifies that Customer has read, understood, and agrees to the terms of this Agreement. This Agreement applies to Customer and all users who access the Spot AI Products under Customer’s account.

1. DEFINITIONS, As used herein:

1.1

“Agreement” means this Agreement or an Evaluation Agreement as defined in Schedule 2, together with any Order Form or Schedules referenced, collectively referred to as the “Agreement”.

1.2

"Confidential Information" means, (a) with respect to Customer, Customer Data, (b) with respect to Spot AI, Spot AI Products, including without limitation all information relating to the Spot AI Products (including all Customer feedback) and trade secrets and (c) with respect to both parties, any and all non-public technical, developmental, marketing, sales, operating, performance, cost, know-how, business plans, business methods, and process information, techniques, or ideas disclosed to the other party. For convenience, a disclosing party may, but is not required to, mark written Confidential Information with the legend "Confidential" or an equivalent designation.

1.3

"Documentation" means Spot AI's then-current technical and/or functional documentation provided to Customer.

1.4

“Hardware” means the hardware system into which the Software is installed.

1.5

“Intellectual Property Rights” means all Spot AI patents, design rights, copyrights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights.

1.6

“Products” means any Hardware, Software, Documentation, programs, tools, systems, data, or other materials provided to Customer.

1.7

“Support” means Spot AI’s then-current support offering specified in the attached Schedule 1, which Spot AI may update from time to time at its sole discretion.

1.8

"Software" means any and all software Products licensed to Customer under this Agreement, including any updates or new releases.

1.9

“Order Form(s)” means any order form for the Products and related Support ordered by Customer, including by extension, increases in the quantity of connected cameras or other devices which may be agreed to between the parties.

2. LICENSE GRANT

2.1

Subscription License. Subject to Customer’s compliance with this Agreement and during the Subscription Term, Spot AI grants to Customer a non-exclusive, non-transferable, limited, subscription based, right and license to use the Products at specified site(s) in the United States solely for internal business use and testing purposes.

2.2

Customer agrees Products shall be located at Customer's facilities or Customer-managed facilities and be maintained in Customer's direct possession. Customer will impose the restrictions contained in this Agreement on any employee, Affiliate, contractor, or other party who may use the Products on its behalf, and a breach of the Agreement terms by any such party shall be considered a breach by Customer. Customer shall not lease, loan, resell, sublicense or otherwise distribute the Spot AI Products to third parties.

3. PRICE, PAYMENT, AND DELIVERY

3.1

Fees. Customer agrees to pay to Spot AI the fees for Products as specified in the Order Forms ("Fees"). Shipments are FOB Origin. If Customer payment is more than twenty (20) days overdue, Spot AI reserves the right to disable Customer's use of the Products, provided it has given at least 10 days' notice of such intent.

3.2

Verification. Spot AI shall be permitted to remotely verify Customer's usage of the Products as it deems reasonably necessary, including but not limited to verifying the number of connected cameras or other devices. If Spot AI discovers under-reported or underpaid fees related to usage or connected devices, Spot AI shall invoice and Customer shall pay such underpaid fees based on the Customer's Order Form pricing or Spot AI's then-current price list and terms and conditions in effect at the time.

3.3 Taxes. Fees do not include sales, VAT, withholding, use, property, or similar taxes. Customer is responsible for payment of such taxes, however designated or incurred, and Customer will reimburse Spot AI for any taxes paid or payable on behalf of Customer. Customer agrees and understands that the calculation of taxes may be affected by the delivery method and delivery location of the Software and Hardware.

4. TERM and TERMINATION

4.1

Term. This Agreement becomes effective on the Effective Date and shall continue until the license end date of the last active Order Form, unless terminated earlier as provided hereunder ("Subscription Term"). ~~Order Forms will renew automatically for additional successive one (1) year terms, unless (i) signed Order Form specifies different renewal terms, (ii) Agreement is terminated earlier in accordance with Section 4.2, or (iii) notice of non-renewal is given by one party to the other party at least thirty (30) days prior to the expiration of the then-current Subscription Term.~~ Any requests to renew an Order Form shall be provided thirty (30) days prior to the expiration of the then-current Subscription Term.

4.2

Termination. Each party will have the right to terminate this Agreement if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof.

Customer's breach of its obligations under Sections 6 or 10 or if Customer files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, shall result in an immediate termination.

4.3

Effects of Termination. Upon any termination hereunder, Customer shall immediately cease use of, and shall irretrievably destroy or return (at Spot AI's request), all copies of the Spot AI Products and Confidential Information in every form. Spot AI will give Customer seven (7) days to download or otherwise save Customer Data, after which Customer will have no access to the Spot AI dashboard or interface, and Spot AI will have no access to Customer Data.

4.4

Survival. Sections 3, 4.2, 5, 7, 8, 9, 10, 11.3, 11.4, 11.5, and 11.7 shall survive such termination. In the event of any termination hereunder,

Customer shall not be entitled to any refund of any payments made by Customer, except to the extent the cause of termination has been finally determined to result from a breach of Section 6.1 (Performance Warranty), in which case, Customer is entitled to a pro-rata refund of any prepaid, unused Fees. Termination for any other reason shall not relieve Customer from its obligation to pay Fees that remain unpaid.

5. INTELLECTUAL PROPERTY RIGHTS

5.1

Reservation of Rights. The Spot AI Products, and all Intellectual Property Rights embodied therein, shall be the sole and exclusive property of Spot AI or its or their licensors, subject to any limited license rights expressly granted to Customer in Section 2 above. Customer shall not copy, translate, disassemble, decompile, nor reverse engineer the Software or other Spot AI Products, nor create or attempt to create the source code from the object code of the Software or other Spot AI Products. Customer is permitted to back up Customer Data in accordance with good information technology practice.

5.2

Feedback. You hereby grant to Spot AI a royalty-free, worldwide, assignable, sublicensable, irrevocable, perpetual license to use, modify and incorporate into the Spot AI Products any suggestions, enhancement requests, recommendations or other feedback about the Spot AI Products provided by you hereunder.

5.3

Customer Data. Customer understands and agrees that by using the Spot AI Products, Customer may be capturing and collecting video recordings and images and related information (collectively, "Customer Data"). In connection with Customer's use of the Products, Customer may also be permitting Spot AI to access that Customer Data, including Customer Data that may contain personally identifiable information of third parties,

including employees, business partners or other individuals. Customer is responsible for securing and protecting Customer Data collected by Customer while using Spot AI Products.

5.3 Amendment: SPOT AI will only use Customer's Data for the purposes of training SPOT AI's artificial intelligence models with written consent from the Customer.

5.4

Ownership; Use by Spot AI. As between Customer and Spot AI, Customer owns the Customer Data. Spot AI does not claim any ownership rights in or to the Customer Data. However, in order for the Products to operate and for Spot AI to provide Support, Spot AI may need the right to access the Customer Data. Customer hereby grants to Spot AI a worldwide, non-exclusive, non-transferable (except to an Affiliate), royalty-free license, to use, view, copy, process, store, transmit, and otherwise access Customer Data only for the purposes of (i) providing the Products and Support to Customer, (ii)-improving and developing the Products and Support, and (iii) as directed by Customer. Spot AI also reserves the right to use Customer Data as may be required by law.

5.5

Rights of Third Parties. It is Customer's sole responsibility to provide notice to, and obtain any necessary consents from, users, employees or other persons regarding collection, processing, and storage of Customer Data (including video recordings). Customer represents and warrants that neither Customer's collection, use and/or transmission of the Customer Data, including video recordings and images, if applicable, nor Customer's use of Customer Data as described herein will infringe, misappropriate or violate a third party's intellectual property rights or rights of publicity or privacy or result in the violation of applicable law. Customer agrees to use, deploy and implement all reasonable administrative, operational and physical security systems and practices to

protect and safeguard its own
and third-party data (including Customer Data), computing systems,
networks, physical locations and facilities and all Confidential Information.

6. PERFORMANCE WARRANTY

6.1

Warranty. Spot AI warrants that the Software will substantially conform to its Documentation during the Subscription Term, unless the Software is not used in accordance with the Documentation or is modified by Customer or a third party. Spot AI does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that it meets all of Customer's business requirements. If Customer reports and Spot AI validates the existence of a Software nonconformance, Spot AI will repair or replace the nonconforming Software. This is Customer's sole and exclusive remedy under this warranty. If Hardware is confirmed to be defective, Spot AI will promptly replace the Hardware with a functioning equivalent system within a commercially reasonable time and will assist Customer with its installation.

6.2

Express Disclaimer. SPOT AI AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

7. THIRD PARTY CLAIMS

7.1

Infringement and Defense of Customer. Spot AI shall defend Customer against claims brought against Customer by any third party alleging that Customer's Use of the Software, in accordance with the terms and

conditions of this Agreement, constitutes a direct infringement or

1. misappropriation of such third party's patent claim(s), copyright or trade secret rights, and Spot AI will pay damages finally awarded against Customer (or the amount of any settlement Spot AI enters into) with respect to such claims. This obligation of Spot AI shall not apply if the alleged infringement or misappropriation results from (i) Use of the Software in conjunction with any other software outside of Spot AI-created integrations; (ii) Use of the Software with an apparatus, system or device other than the Hardware; (iii) failure to promptly use an update provided by Spot AI if such infringement or misappropriation could have been avoided by use of the update; or (iv) any use not permitted by this Agreement. This obligation of Spot AI shall not apply only if (1) Customer fails to timely notify Spot AI in writing of any such claim; and (2) Spot AI is materially prejudiced by Customer's failure to provide or delay in providing such notice.

Spot AI is permitted to control fully the defense and any settlement of any such claim as long as such settlement shall not include a financial obligation on or admission of liability by Customer. In the event Customer declines Spot AI's proffered defense, or otherwise fails to give full control of the defense to Spot AI's designated counsel, then Customer waives Spot AI's obligations under this Section 8.1. Customer shall reasonably cooperate in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to Spot AI. Spot AI expressly reserves the right to cease such defense of any claim(s) in the event the Software is no longer alleged to infringe or misappropriate, or is held not to infringe or misappropriate, the third party's rights. Spot AI may settle or mitigate damages from any claim or potential claim by substituting alternative substantially equivalent non-infringing programs and supporting documentation for the Software. Customer shall not undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation of the Software that is

prejudicial to Spot AI's rights.

7.2

THE PROVISIONS OF THIS SECTION 8.1 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF SPOT AI AND ITS LICENSORS TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

7.3

Infringement and Defense of Spot AI. Subject to the remainder of this Section, Customer shall defend any action brought against Spot AI by a third party to the extent that it is based upon a claim related to: (i) Customer's collection of Customer Data and/or distribution thereof to Spot AI for Use in connection with the Software, the Designated System and Spot AI Products, or (ii) any violation of any third party right or applicable laws in connection with any Customer Use of the Software, Hardware or Spot AI Products; and indemnify Spot AI from any resulting settlement amounts, and for any resulting costs and damages finally awarded by a court of competent jurisdiction in connection with such claim(s), provided that Spot AI promptly provides Customer with notice of such claim; allows Customer sole control over the defense thereof and related settlement negotiations; and reasonably cooperates in response to Customer's requests for assistance. This obligation of Customer shall not apply only if (1) Spot AI fails to timely notify Customer in writing of any such claim; and (2) Customer is materially prejudiced by Spot AI's failure to provide or delay in providing such notice.

Customer may not settle or compromise such a claim without Spot AI's prior written consent. In the event Spot AI declines Customer's proffered defense, or otherwise fails to give full control of the defense to Customer's designated counsel, then Spot AI waives Customer's obligations under this Section 7.3.

8. LIMITATIONS OF LIABILITY

8.1

Not Responsible. Spot AI and its licensors will not be responsible under this Agreement (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect or liability is caused by Customer, a modification (other than a modification made by Spot AI which is provided through Spot AI Support or under warranty), or third-party software; or (iii) if the Software is used in conjunction with any third party software for which the Customer lacks sufficient rights from the third party vendor for such use; or (iv) for any Customer activities not permitted under this Agreement. SPOT AI AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE SOFTWARE AND/OR THIRD-PARTY SOFTWARE LICENSED OR HARDWARE PROVIDED HEREUNDER.

8.2

Exclusion of Damages; LIMITATION OF LIABILITY. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, EXCEPT FOR (I) DAMAGES RESULTING FROM (A) UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION; OR (B) DEATH OR PERSONAL INJURY ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (II) EITHER PARTY'S OBLIGATIONS UNDER SECTION 8; OR (III) SPOT AI'S RIGHT TO COLLECT UNPAID FEES, UNDER NO CIRCUMSTANCES AND REGARDLESS OF THE NATURE OF ANY CLAIM SHALL SPOT AI, ITS LICENSORS OR CUSTOMER (1) BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT IN EXCESS OF THE AMOUNT OF TOTAL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE BREACH OR \$300,000 USD,

WHICHEVER AMOUNT IS LESSER OR (2) BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ATTORNEYS' FEES, COURT COSTS, INTEREST OR EXEMPLARY OR PUNITIVE DAMAGES.

8.3

The provisions of this Agreement allocate the risks between Spot AI and Customer. The Fees reflect this allocation of risk and the limitations of liability herein.

9. CONFIDENTIALITY

9.1

Use of Confidential Information. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party : (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder, and who are under obligations of confidentiality substantially similar to those set forth herein. As used herein "Reasonable Steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

9.2

Exceptions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.

9.3

Confidential Terms and Conditions; Publicity. Customer shall not disclose the terms and conditions of this Agreement or the pricing contained herein to any third party, except as required by law. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Customer agrees that Spot AI may use

Customer's name in customer listings or, at times mutually agreeable to the parties, as part of Spot AI's marketing efforts (including reference calls and stories, press testimonials, site visits, and case studies).

10.ASSIGNMENT

10.1

Neither party may assign this Agreement without the prior, written consent of the other party, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets.

11.GENERAL PROVISIONS

11.1

Waiver. The waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach.

11.2

Severability. If any provision of this Agreement is found to be unenforceable, the provision will be enforced to the maximum extent permissible to fulfill the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

11.3

Regulatory Matters. Each party will comply with all federal, state, and local laws and regulations applicable to it with respect to the Products, including all export control regulations and restrictions of the United States or any other country. Customer will ensure that none of the Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. 11.4 Governing Law; Limitations Period. This Agreement will be deemed to have been made in, and will be construed pursuant to the laws of, the State of California and the United States without regard to the conflict of law provisions thereof. The United Nation's Convention on Contracts for the International Sale of Goods is expressly excluded from application to this Agreement. The sole venue for all disputes relating to this Agreement will be in Santa Clara County, California.

11.5

Notices. A notice or other communication under this agreement will be effective when received by the party to which it is addressed. Notices sent by overnight courier or certified mail should be sent to the executive office of Spot AI as found on its website at the time of notice, or to Customer's address as found in Spot AI's records, and are considered delivered at the time noted by the carrier. Notices sent by email should be sent in the case of Spot AI to legal@spotai.co, or to Customer's email address as found in Spot AI's records, and will be considered given only upon acknowledgement (other than automatic "read receipt" or similar), but may not be used for notice of a material breach, which shall occur by exchange of letter(s).

11.6

Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

11.7

Entire Agreement. This Agreement constitutes the entire agreement between Spot AI and Customer and supersedes all previous representations and discussions. This Agreement may be modified only by a writing signed by both parties.

SCHEDULE 1: SUPPORT SERVICES

Spot AI will provide technical Support to Customer, subject to Customer's payment of all applicable fees and compliance with the Agreement. Spot AI may access the Hardware for maintenance purposes and to implement bug fixes, planned upgrades, and feature changes.

Spot AI will provide Support for errors, bugs, or other reported issues, except that Spot AI will not be responsible for addressing or resolving problems that are caused by Customer. Spot AI may access the Hardware to diagnose reported problems. Customer will be obligated to provide Spot AI with sufficient access, information, and data to enable Spot AI to reproduce a reported issue.

Support will be provided through email and telephone communication during Spot AI Support's normal business hours, i.e., from 9:00 a.m. to 6:00 p.m. Pacific time on regular U.S business days.

Spot AI will respond to support requests within two (2) business days; resolution times will vary depending on the type and severity of the issue.

Services that are outside the scope of Spot AI's support obligations include support for Software which has been subject to unauthorized modification by Customer or for which all required maintenance releases have not been implemented by Customer; Support requested due to a cause beyond Spot AI's the reasonable control (e.g., floods, fires, loss of electricity or other utilities); and negligence, operator error, or improper use of hardware or software by Customer or any third party.

SCHEDULE 2: EVALUATION AGREEMENT

If you are evaluating a Spot AI product the following terms apply to your use of the Products:

1. Loan of Evaluation Systems: Spot AI offers certain hardware and software products as "Evaluation Systems" (including all provided documentation, each an "Evaluation System").
2. Evaluation: You will conduct an evaluation of the Evaluation System (the "Evaluation") beginning the date the Evaluation System is delivered (the "Start Date") and ending four weeks later, unless extended by mutual agreement (the "Evaluation Period"). During the Evaluation Period you will provide feedback to us on the performance of the Evaluation System (the "Feedback"). We may use Feedback and performance data collected by an Evaluation System without restriction for any reasonable purpose.
3. License Grant: Spot AI hereby grants you a non-sublicensable, non-exclusive, non-transferable, limited license to use (i) the hardware and any embedded firmware, and (ii) any software provided in connection with such Evaluation System, in each case, solely for the purpose of the Evaluation during the Evaluation Period (the "Evaluation License").
4. Pricing and Payment: Evaluation System and License is provided at no cost. 5.

Location and Access: Evaluation Systems will only be located at Evaluation Sites where installed, and you will not move any Evaluation System without our prior written approval. We will have remote access to all Evaluation Systems for troubleshooting, support, and maintenance.

6. Customer Data:

- a. Types of Data: By using the Evaluation System you may be collecting video recordings and images captured by an Evaluation System (collectively, “Customer Data”) and making that Customer Data available to us by means of our remote access described above, including Customer Data that may contain personally identifiable information of your users, employees or other individuals.
 - b. Ownership; Use by Company: As between you and us, you own the Customer Data. However, for the Evaluation Systems to work, we need to access Customer Data. You hereby grant us a worldwide, non-exclusive, non-transferable, royalty-free license, to use, view, copy, process, store, transmit, and otherwise access your Customer Data only for the purposes of (i) providing the Evaluation Systems to you, (ii) improving the Evaluation Systems, and (iii) as directed by you. We may also use Customer Data to the extent necessary to protect our rights in any dispute with you or as required by law.
 - c. Rights of Third Parties: It is your responsibility to provide notice to, and obtain necessary consents from, your users, employees or others regarding collection, processing, and storage of Customer Data (including video recordings) by both you and us.
7. Proprietary Rights: All intellectual property rights to any Evaluation System will at all times be vested in us. You agree not to (i) alter or reverse engineer any Evaluation System, create derivative works based upon any Evaluation System, or use such Evaluation System to develop any products, (ii) remove any intellectual property or proprietary notice on any Evaluation System, (iii) cause any lien to be placed against any Evaluation System, or (iv) sell, license, rent,

provide access to or otherwise make available any Evaluation System to any third party, other than to your employees or contractors whose use of such Evaluation System solely for the purpose of the Evaluation and consistent with this Agreement. All Feedback is and will remain the property of Spot AI. You hereby assign to us all rights, title, and interest in the Feedback. Upon request by Spot AI, you will execute any document, registration or filing required to give effect to the foregoing assignment.

8. Confidential Information: “Confidential Information” means all nonpublic information disclosed (whether orally or in writing) by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), including (i) any information about the Evaluation System or any Evaluation, (ii) all copies, extracts, or compilations of such information, and (iii) all Feedback. Confidential Information does not include information that (a) was previously known by the Receiving Party, (b) is or becomes publicly known through no fault of the Receiving Party, (c) was disclosed to the Receiving Party by a third party without any restrictions on its use or disclosure, provided the third party is not itself in breach of any obligations of confidence with respect to such information, or (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information. Confidential Information will be held in confidence by the Receiving Party and will be used solely for the purpose of, and in accordance with, this Agreement, for a period of three years from the date of disclosure. The Receiving Party will disclose Confidential Information only to those employees or contractors of the Receiving Party with a need to know such Confidential Information and solely for the purpose of the Evaluation. The Receiving Party will protect the Confidential Information with the same degree of care that it uses to protect its own confidential information of like character, but in no case less than a reasonable degree of care. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party prompt written notice, if legally permissible, and will use its best efforts to assist the Disclosing Party in seeking a protective order or another

appropriate remedy.

9. Disclaimer: All material provided by us in connection with the Evaluation is provided “as-is.” You acknowledge that the Evaluation Systems are prototypes that are not commercially available, have not been fully tested, and may contain defects. To the fullest extent permitted by applicable law, Spot AI disclaims all warranties, representations, and conditions relating to the Evaluation Systems, whether express, implied, or arising by custom or trade usage, including, but not limited to, any representation, warranty, or condition of title, merchantability, fitness for a particular purpose, or non-infringement.
10. Limitation of Liability: Neither Party will be liable to the other Party for any indirect, consequential, special, or incidental damages related to your use of the Evaluation Systems. Each Party’s total cumulative liability to the other Party and anyone who uses the Evaluation Systems through your account will not exceed \$1,000. Customer understands that these limitations are a fundamental part of this Agreement.
11. Termination: Either Party may terminate this Agreement upon written notice to the other Party. Upon expiration or termination of this Agreement, unless the Parties otherwise agree in writing, all rights granted by Spot AI to Customer will terminate, and Customer will return all Evaluation Systems within ten (10) business days of the date of expiration or termination. Sections 6-11 will survive the termination of this Agreement.

Miscellaneous. Spot AI and Customer are considered independent contractors. Breach of the use restrictions and Confidential Information provisions of this Agreement may result in immediate and irreparable harm to Spot AI, for which there will be no adequate remedy at law, and Spot AI will be entitled to obtain equitable relief against such breach in addition to any other remedy which it may have. This Agreement will be governed by the laws of the state of California, without reference to conflict of laws principles. The

sole venue for all disputes relating to this Agreement will be in Santa Clara County, California. This Agreement may not be amended except by a writing signed by both parties. This Agreement may be executed in two or more counterparts, including electronic signatures, each of which is deemed to be an original, but all of which constitute the same agreement.



AGENDA BILL

Agenda Item No. 7.C.

Date: December 5, 2023
To: El Cerrito City Council
From: Roland Lambert, Associate Engineer; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Subject: Storm Drain Easement Acceptance and Agreement for 729 Kearney Street

ACTION PROPOSED

Adopt a Resolution accepting a Storm Drain Easement from Bingyi Yu and Xin Dong, property owners, for public storm drain facilities located at 729 Kearney Street and authorizing the City Manager to execute an Easement Agreement.

BACKGROUND AND ANALYSIS

On October 20, 2021, the Planning Commission approved a Conditional Use Permit to allow for construction of a Day Care Center at 729 Kearney Street on an undeveloped lot. A 24-inch storm drain pipe runs across the southeast corner of the lot. This existing pipe carries water from Kearney Street through private property to San Pablo Avenue. City staff were not able to find any construction documents for this storm drain pipe. These public storm drain facilities were constructed on this private parcel without a recorded easement. As part of the City's review of the Conditional Use Permit application, the applicant was required to perform a video inspection of the storm drain pipe. The video revealed that 18 feet of the existing 24-inch pipe had visible deterioration.

Due to the history of the storm drain pipe located at 729 Kearney Street, because it carries public water and consistent with the City's 1992 Storm Drain Master Plan, the City intends to continue maintaining this pipe. To retain City access and facilitate operation, inspection, maintenance, repair, removal, and replacement of public storm drain facilities on this private property as needed in the future, an approximately 20-foot-wide and about 30 -foot-long easement is required on the property.

For reasons above, the Conditions of Approval for the Conditional Use Permit required that the property owner, as part of the work under City construction permits, replace the deteriorated portion of the storm drain pipe, install a manhole for maintenance, provide a Legal Description and Plat Map for a storm drain easement, and enter into an Easement Agreement with the City to be recorded with Contra Costa County. The City Building Permit (BD21-1464) was approved in June 2022 and the storm drain facilities passed final inspection in November 2023.

An Easement Agreement (Attachment 2) has been prepared and has been reviewed by the City Attorney; the accompanying Legal Description and Plat Map (Exhibits A and B, Attachment 3) have been reviewed by the consulting City Surveyor; and all these documents have been reviewed by the Owner and terms of the agreement has been accepted by the Owner's attorney.

STRATEGIC PLAN CONSIDERATIONS

The proposed actions are consistent with El Cerrito Strategic Plan Goal to *Deliver exemplary government services*. Specifically, approval of this action will make municipal operations more efficient by retaining City access and facilitating operations and maintenance of storm drain infrastructure.

ENVIRONMENTAL CONSIDERATIONS

Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), an activity is exempt from CEQA review where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The proposed activity here is the acceptance of an easement for an existing storm drain pipe. Such an activity has no physical impact on the environment, and it is exempt under CEQA.

FINANCIAL CONSIDERATIONS

The proposed actions will have no fiscal impact on the City. The property owner has agreed to pay for the costs of the preparation of the required documents and review by the consultant City Surveyor and City Attorney and recording with the County. The property owner will provide an easement on its property according to the Agreement, granting the City access rights in perpetuity. The costs for replacing deteriorated storm drain facilities within the easement have been paid for by the property owner. The property owner will be responsible for removal of any temporary improvements at their sole expense upon notice from the City regarding the City's need to access the easement area. The City will continue to provide the same level of maintenance for these storm drain facilities, therefore costs are not expected to increase beyond current levels on an annual basis.

LEGAL CONSIDERATIONS

Government Code Section 27281 requires the City to consent to the acceptance of "any interest in or easement upon real estate". The attached Resolution would accept the Storm Drain Easement on 729 Kearney Street and authorize the City Manager to execute the Easement Agreement.

The City Attorney has reviewed the proposed action and Easement Agreement and found that legal considerations have been addressed. City staff will record the Easement Agreement with the Contra Costa County Recorder if approved by the City Council.

Reviewed by:

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

Karen Pinkos, City Manager

Attachments:

1. Resolution
2. Easement Agreement
3. Legal Description and Plat Map (Exhibit A & B)

RESOLUTION 2023-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO ACCEPTING A STORM DRAIN EASEMENT FROM BINGYI YU AND XIN DONG, PROPERTY OWNERS, FOR PUBLIC STORM DRAIN FACILITIES LOCATED AT 729 KEARNEY STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN EASEMENT AGREEMENT

WHEREAS, on October 20, 2021, the Planning Commission approved a Conditional Use Permit to allow for construction of a Day Care Center at 729 Kearney Street on an undeveloped lot; and

WHEREAS, one 24-in public storm drain pipe runs across the southeast the property and a portion of the pipe was deteriorated; and

WHEREAS, the storm drain pipe carries stormwater from Kearney Street and was constructed on private property without a recorded easement; and

WHEREAS, an easement is required to facilitate City access to the property and ongoing operation, inspection, maintenance, repair, removal, and replacement of the storm drain pipes as needed in the future; and

WHEREAS, the Conditions of Approval for the Conditional Use Permit required that the property owner, as part of the work under a City Building Permit, replace the deteriorated portion of the storm drain pipe, install a new junction box for maintenance, provide a Legal description and Plat Map for a storm drain easement, and enter into an Easement Agreement with the City for recording with Contra Costa County; and

WHEREAS, the property owner obtained all required City permits for the construction and the City performed all necessary inspections during the construction; and

WHEREAS, Government Code Section 27281 requires a governmental agency to consent to the acceptance of easements; and

WHEREAS, the acceptance of an easement is exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3), because this action has no physical effect on the environment and therefore it can be seen with certainty that there is no possibility it may have a significant effect on the environment.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of El Cerrito, that it hereby accepts an easement from Bingyi Yu and Xin Dong for access to the property at 729 Kearney Street in the City and operation and maintenance of the storm drain pipes described in the Easement Agreement, and authorizes the City Manager to execute the Easement Agreement or other instruments and all certificates of acceptance associated with such an easement, and to authorize recordation of the Easement Agreement in the official records of Contra Costa County.

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

I CERTIFY that at a regular meeting on December 5, 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. Charl  ty, City Clerk

APPROVED:

Lisa Motoyama, Mayor

Recording Requested by
and when recorded, return to:

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

Attention: City Manager

FOR RECORDER'S USE ONLY

Free Recording Pursuant to
Government Code §27383

EASEMENT AGREEMENT
(Storm Drain Improvements)

For and in consideration of the acceptance by the Grantee of the hereinafter described easement BINGYI YU and XIN DONG, Husband and Wife (collectively, “Owner”), hereby grants to CITY OF EL CERRITO (“Grantee”), an easement (the “Easement”) for the operation, inspection, maintenance, repair, replacement and removal of a storm drain pipe and associated storm drain structures under and through the real property described in Exhibit A and depicted on Exhibit B (the “Easement Area”) with right of ingress and egress to and from same, in, over, under and across the Easement Area, subject to the conditions stated in this Agreement.

1. Terms of Easement. The Easement shall burden the Easement Area, shall be non-exclusive, perpetual in duration (unless terminated by the written agreement of the Owner and the Grantee), and shall run with the land.

2. Non-Exclusive Use. The Owner may use the Easement Area, including the surface of the Easement Area, for any purpose which is not inconsistent with the Grantee’s permitted use of the Easement Area. However, neither party shall place or permit any temporary or permanent improvement of any nature on the Easement Area which might impair the parties’ respective rights to use the Easement Area. Moreover, Owner shall not erect any structure within the Easement Area without obtaining the prior written approval of the Grantee. Notwithstanding the foregoing, Grantee has issued Owner building permit number BD21-1464 (the “Building Permit”) which allows Owner to install within the Easement Area the following improvements: concrete/asphalt paving, concrete curb, irrigation lines and sleeves, a wood fence and a trash enclosure with five 64-gallon waste receptacles and all associated components of such improvements as depicted in the Building Permit approved plans (collectively the “Authorized Improvements”). As long as Owner complies with the conditions and requirements of the Building Permit, Owner shall have the right, without obtaining Grantee’s further consent, to erect the Authorized Improvements in the Easement Area. If Owner has installed any improvement in the Easement Area in violation of this Section 2, Owner shall remove the improvement at

Owner's sole cost and expense upon notice from Grantee of Grantee's need to access the Easement Area, as provided for in Section 3(a).

3. Grantee's Obligations. In exercising its rights hereunder, the Grantee shall comply with the following conditions:

(a) The Grantee shall notify the Owner at least two (2) business days prior to accessing the Easement Area for any purpose, except in the event of an emergency, in which case the Grantee shall give notice to the Owner as reasonable under the circumstances.

(b) Grantee shall be responsible for the maintenance and repair of the storm drain pipe and manhole /manhole cover located in the Easement Area at Grantee's cost.

(c) In performing activities under this Agreement, the Grantee shall not unreasonably impair the Owner's use of the Easement Area. In the event Grantee anticipates activities that could materially affect access to the Owner's property or improvements thereon, the Grantee shall provide at least ten (10) business days' prior notice to the Owner to allow the Owner to inform its tenants and/or provide alternative means of access.

(d) The Grantee shall take all reasonable steps necessary to secure that portion of the Easement Area in which the Grantee is performing any activities.

(e) The Grantee shall be solely responsible for the cost of any activities permitted under this Agreement.

(f) Following the completion of any activities, the Grantee shall restore the Easement Area, including any surface improvements, repair of any damage caused by Grantee's activities in the Easement Area and restore improvements removed from Owner's property as a result of Grantee's activities, so that the Easement Area is returned to the condition existing prior to the commencement of such activities, reasonable wear and tear excepted, at Grantee's cost, except for any improvements in the Easement Area beyond those approved under Section 2 or otherwise approved in writing by the Grantee or that impair the Grantee's rights to use the Easement Area.

(g) The Grantee shall defend, indemnify and hold the Owner harmless from and against losses, actions, demands, damages, claims, costs and expenses (including, but not limited to, experts fees and attorneys' fees and costs) and liabilities of whatever kind or nature that arise out of or are in any way connected with the activities of the Grantee or any entity or individual acting under the Grantee's direction or control under this Agreement, except and to the extent resulting from any gross negligence or willful misconduct of the Owner.

(h) The provisions of this Section 3 shall survive expiration or termination of this Agreement.

4. Default. The failure by a party to perform any covenant or obligation of such party hereunder and to cure such non-performance within twenty (20) business days after written notice by the other party shall constitute a default hereunder. Upon a default the aggrieved party

shall be entitled to all remedies, legal and equitable, allowed by law, except termination of the Easement herein granted.

5. Amendments. This Agreement may be amended or otherwise modified only by a writing signed and recorded by the parties hereto.

6. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the parties and their successors and assigns, subject to the provisions hereof. This Agreement shall not be deemed to confer any rights upon any person except the parties and their successors and assigns.

7. Attorneys' Fees. If either party brings an action or proceeding against the other by reason of a default, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment.

8. Notices. All notices required shall be in writing and shall be deemed to have been given (1) when hand delivered to the other party; or (2) three (3) business days after the same have been deposited in a United States post office with first-class or certified mail, return receipt requested, postage prepaid; or (3) the next business day after same have been deposited with an overnight delivery service, provided that the sending party receives a confirmation of delivery from delivery service provider. All notices shall be addressed as follows:

To the Owner:

Bingyi Yu and Xin Dong
924 Adams Street
Albany, CA 94706

To the City:

The City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
Attn: Public Works Director/City Engineer

Notice may also be given by electronic mail, but such notice will be deemed delivered only if the sender is in possession of a verification or receipt from the addressee, which the addressee shall be obligated to provide if the electronic copy is timely and legibly received.

9. Recording: Easements to Run with the Land. This Agreement shall be recorded by the parties, and it is hereby agreed that the terms and conditions set forth in this Agreement shall be considered covenants running with the land.

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

11. Miscellaneous Provisions.

(a) If any provision hereof shall be held invalid or unenforceable, the remainder hereof shall not be affected thereby, and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

(b) Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

(c) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one document.

Signatures on Following Pages

The parties have executed this Agreement as of the latest date indicated below.

CITY:

The City of El Cerrito

By: _____

Title: City Manager

Date: _____

OWNER:

_____,
BINGYI YU

XIN DONG

Date: _____

SIGNATURES MUST BE NOTARIZED

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me _____,
Date

personally appeared _____

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me _____,
Date

personally appeared _____

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

April 17, 2022

EXHIBIT "A"

**LEGAL DESCRIPTION FOR A DRAINAGE EASEMENT OVER
THE LANDS OF LIU, ET AL D.N. 2018-0141816
TO THE CITY OF EL CERRITO
CITY OF EL CERRITO, CALIFORNIA**

A portion of that real property situate in the City of El Cerrito, County of Contra Costa, State of California, being Lots 3 and a portion of Lot 4 of Block 38, as said Lot is shown on that certain Map entitled "Boulevard Gardens Tract No.1", filed for record in the office of the recorder of said County and State on August 5th, 1907 in Book 1 of Maps at Page 11, more particularly described as follows:

COMMENCING at the most easterly corner of said Grant Deed (D.N. 2018-0141816), being a point on the southwesterly right-of-way line of Kearney Street 25 feet southerly of Lot 3 along said line,

Thence northwesterly along the northwesterly line of said Lots, North 28°18'00" West, 11.08 feet to the **POINT OF BEGINNING** for the herein described Drainage Easement;

Thence continuing along the northwesterly line of said Lots, North 28°18'00" West, 22.89 feet;

Thence leaving said line South 62°19'49" West, 3.51 feet;

Thence South 22°33'23" West, 53.88 feet to the southeasterly line of said Grant Deed (D.N. 20180141816);

Thence along said southeasterly line North 61°42'00" West, 31.68 feet;

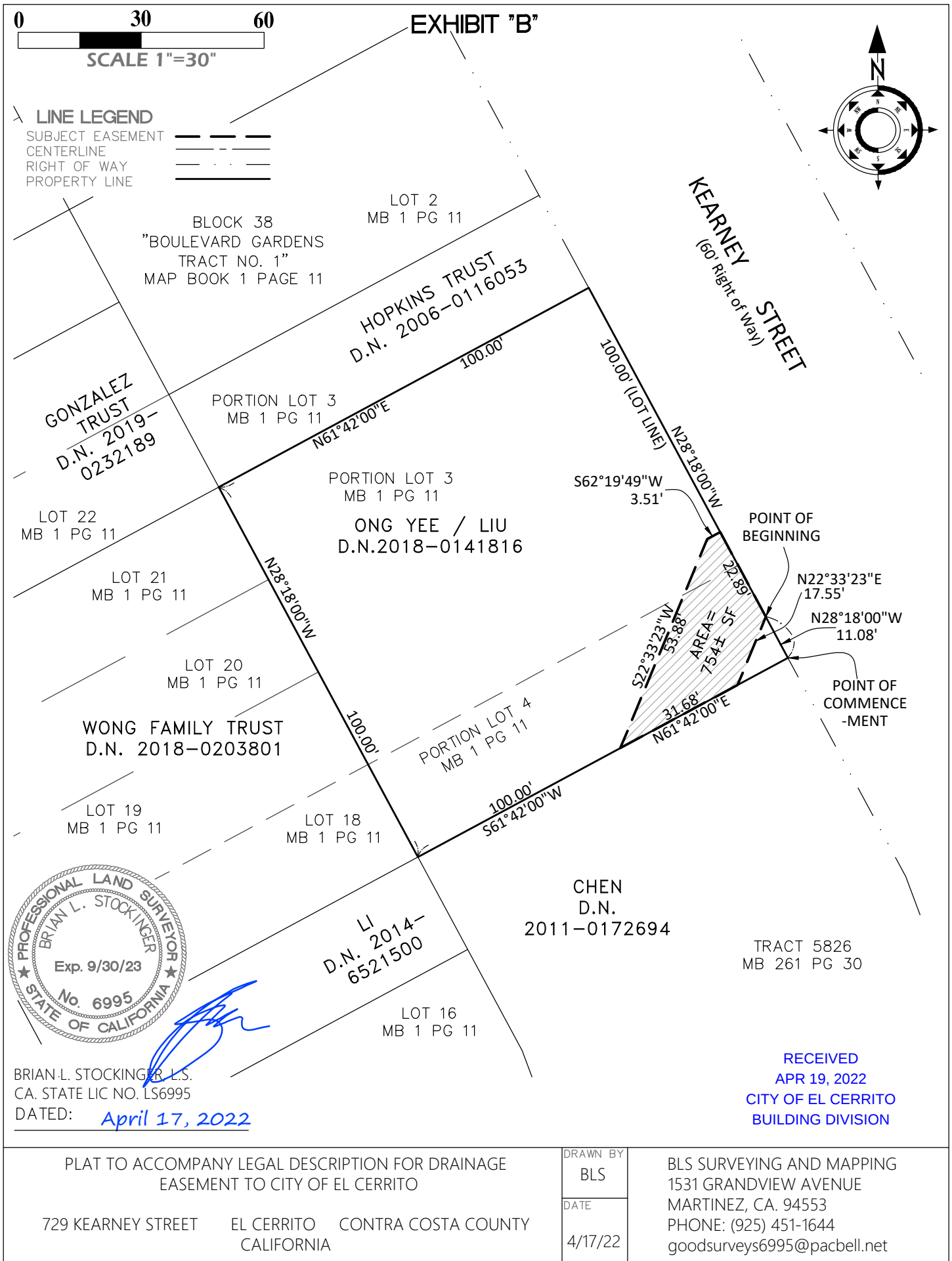
Thence, leaving said line North 22°33'23" East, 17.55 feet to the **POINT OF BEGINNING**.

Containing an area of 754 square feet, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors Act.

Brian L. Stockinger L.S. 6995 dated: _____

RECEIVED
APR 19, 2022
CITY OF EL CERRITO
BUILDING DIVISION





AGENDA BILL

Agenda Item No. 8.A.

Date: December 5, 2023
To: El Cerrito City Council
From: Susan Kattchee, Interim Operations and Environmental Services Division Manager; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Subject: Proposed East Bay Sanitary Garbage & Organic Waste Collection and Post-Collection Rates and Integrated Waste Management Fees -- Effective January 1, 2024

ACTION PROPOSED

1) Conduct a public hearing and upon conclusion adopt a resolution establishing maximum allowable East Bay Sanitary (EBS) garbage and organic waste collection and post-collection rates, effective January 1, 2024; and 2) Conduct a public hearing and upon conclusion adopt a resolution fixing and setting Integrated Waste Management (IWM) Fees, effective January 1, 2024.

BACKGROUND

Each year the City Council approves the maximum allowable rates and fees charged to ratepayers in the City of El Cerrito for solid waste collection and post-collection (meaning transfer, transport, processing, and disposal). These rates and fees consist of three components, as follows:

- A per service rate for the collection of garbage and organic waste by the City's waste hauler, East Bay Sanitary Company (EBS);
- A per ton rate by Republic Services (called the "Blended Per Ton Rate") for post-collection of solid waste, organic waste, household hazardous waste (HHW), and other waste types through the services and facilities of the Golden Bear Transfer Station, Keller Canyon Landfill, West Contra Costa Sanitary Landfill, and West County Resource Recovery, as well as funding of El Cerrito's participation in the West Contra Costa Integrated Waste Management Authority (WCCIWMA); and
- An Integrated Waste Management (IWM) Fee that funds the City-operated curbside recycling collection for El Cerrito residents and businesses, the daily operations and waste reduction and recycling services of the El Cerrito Recycling + Environmental Resource Center (RERC), and other solid waste collection, source reduction and integrated waste management services, managed by the Operations and Environmental Services Division (OESD).

These rates and fees are based on the annual revenue required to run the operations that provide these services. Residential and commercial customers pay these rates on either a per cart (based on the size of their garbage container) or per bin (based on the cubic yards of a weekly service) basis. Industrial customers (those using debris boxes or customer-owned compactors) pay on a per service plus per ton basis.

ANALYSIS

The three components of the rates--(1) EBS Collection Rates, (2) EBS Post-Collection Rates charged by Republic Services as the Blended Per Ton Rate and (3) City IWM Fees--are discussed below, providing explanation of what is included in that component of the rate, how the rate is calculated, the proposed rate for 2024, and other considerations about that component of the rate. The final portion of this section discusses the overall rate changes. An additional consideration to fund zero emission vehicle implementation for both EBS and the City curbside collection programs has been included in the EBS collection rates and the IWM Fee.

Additional Funding for Zero Emission Vehicle Implementation

EBS rates and IWM Fee do not currently incorporate funding for the increased costs of purchasing, providing fueling infrastructure, and maintaining zero emission vehicles (ZEVs) for solid waste and recycling collection. In order to transition to ZEV collection vehicles, the 2024 EBS rates and IWM Fees are proposed to include funding for increased costs for ZEV implementation. The first step would be engaging a consultant in 2024 to assist the City in developing a ZEV transition plan as well as prompting EBS to do the same.

In the interim, the proposed 2024 EBS rates and IWM Fees would generate approximately \$167,500 in funding each for the EBS and IWM operations, for a total of approximately \$335,000 in new funding to be generated in 2024. This is estimated to be about 1/3 of the cost of a collection vehicle, compared to the costs of internal combustion engines. Cost estimates for fueling infrastructure and other elements still need to be developed. EBS has proposed to adjust its 2024 rates to include that additional funding, consistent with the rate formulas in the 2022 Solid Waste Collection Services Agreement between the City and EBS (Agreement). Staff are also proposing to adjust IWM Fees to provide additional funding beginning in 2024 for these costs. Following this approach, both the City and EBS should be able to purchase one (1) ZEV within three years. However, for EBS, the purchase of a ZEV is also governed by the terms and conditions of the Agreement and may be subject to other considerations depending on EBS's financial performance.

An achievable funding plan for ZEV implementation will be contingent on a variety of factors, including: stable solid waste subscription levels (which may fluctuate especially if a recession were to occur); rate-setting calculations and adoption in 2025 and 2026 that continue to include additional funding for all costs to be identified in a ZEV transition plan, and other expenses and revenues remaining within projected limits without extraordinary increases or changes. Put simply, EBS's proposed adjustment of its 2024 rates and adoption of the City's IWM 2024 fees is the first of several actions that will need to be taken by the City in order to fund the purchase, fueling, and maintenance of ZEV solid waste collection vehicles within the next few years.

East Bay Sanitary Garbage and Organic Waste Collection Rates

EBS sets and charges the rates for garbage and organic waste collection (EBS Collection Rates) based upon maximum rates authorized by the terms of the

Agreement. The Agreement allows for an annual adjustment to EBS's compensation via a Refuse Rate Index (RRI). The RRI is based upon a proscribed formula in which inflation indices for seven operational cost categories (e.g., fuel and labor) are weighted and calculated to provide an annual percentage adjustment to the revenue requirement. The City Council reviews EBS's proposed annual rate adjustments for consistency with the RRI.

The Agreement also includes a Revenue Balancing Account, which provides for adjustments in the revenue requirement to account for any difference between the projected rate revenues and the actual rate revenues received in prior calendar years. The Revenue Balancing Account ensures that any over- or under-collection of revenues is captured in future years' rates, meaning that EBS is fairly compensated when revenues are lower than required by the Agreement. Conversely, when revenues are higher than required, any over-collection of revenues is used to offset future rate adjustments. Since 2016, the balancing account has shown a surplus and has thus been used to offset rates, including for this current rate setting. The most current over-collection through 2022 is primarily a result of revenue coming from debris box orders, which are seasonal and for the most part due to increased demolition and construction activity in the City. An amount of \$207,690 in balancing account funds (from 2022) will be applied to offset the amount of compensation owed to EBS in 2024.

EBS has calculated and proposed a 2024 RRI revenue adjustment of 3.8% over their 2023 revenue requirement. This results in a 2024 revenue requirement of \$5,547,496 for collection operations, an increase of \$203,088, which is then offset by \$207,690 in the Revenue Balancing Account, resulting in a total revenue requirement of \$5,339,806 to be collected via the rates. With the assistance of R3 Consulting Group (R3), a consulting firm that specializes in solid waste management, City staff reviewed the RRI adjustment figures and the proposed 2024 collection revenue requirement and found them to be accurate, consistent, and reasonable. The proposed 2024 EBS Collection Rates necessary to meet the revenue requirement, as well as funding of approximately \$167,500 for ZEV implementation, are included in Attachments 1 and 3 and further described in the "Overall Rate Changes" section below.

Finally, as part of the EBS Collection Rates, there will be an adjustment to ancillary service charges contained in Exhibit 3 of the Agreement, which are allowed to be adjusted by the Consumer Price Index (CPI), annually. This year the CPI adjustment is 4.42%.

East Bay Sanitary Post-Collection Rates

The City Council also determines that proposed Post-Collection Rates are consistent with the maximum allowable Post-Collection Rates (Resolution 2013-64) necessary to cover expenses for processing and disposal of waste. Effective January 1, 2014, the City Council approved a Post-Collection Agreement (PCA) between the City and Republic Services for processing and disposal services (Resolution 2013-54) through the services and facilities of the Golden Bear Transfer Station, Keller Canyon Landfill, West Contra Costa Sanitary Landfill, and West County Resource Recovery. This rate is

charged by Republic Services to EBS and incorporated into rates paid by El Cerrito residents and businesses.

Blended Per Ton Rate

Per the methodology set forth in the terms of the PCA, Republic Services has calculated and proposed a 2024 Blended Rate of \$128.55 per ton of garbage, organic waste, construction and demolition debris and commercial dry waste delivered by EBS to Republic's facilities. This per ton rate also includes funding of El Cerrito's participation in the WCCIWMA, known as RecycleMore, the regional agency which oversees the HHW budget and post-collection revenue requirement in West County, and includes funding of State law compliance activities undertaken by RecycleMore on behalf of its member agencies. The 2024 Blended Rate per ton also covers costs to provide HHW disposal services for El Cerrito residents both through Republic's satellite program on Tuesdays at the RERC and through the regional HHW Facility in Richmond.

RecycleMore assists the City with compliance with the following State laws: AB 939 California Integrated Waste Management Act reporting, AB 1826 Mandatory Commercial Organics Recycling and, most recently and importantly, SB 1383 Short-Lived Climate Pollutants: Organic Waste Methane Emissions Reductions. The RecycleMore funding was previously included in the IWM Fees, described below, but in 2020 was incorporated into the Post-Collection Rates (as is done by the other RecycleMore member agencies). This was done to limit expenses in the IWM Fund to those related to services directly operated or managed by the City.

RecycleMore's SB 1383 Compliance Activities

In 2024, the proposed per ton rates will fund \$350,000 for SB 1383 compliance efforts, yielding more than \$950,000 in SB 1383 compliance funds collected by RecycleMore since 2020. Much of this funding remains available for SB 1383 compliance efforts for RecycleMore's member agencies, including the City, and RecycleMore is in the process of developing and implementing a compliance work plan for various activities as described in the November 16, 2021 Agenda Bill regarding the ordinance amending the City's municipal code to implement SB 1383. El Cerrito City staff have been working collaboratively on a memorandum of understanding (MOU) with RecycleMore to formally delegate certain activities, required under SB 1383, to be completed by RecycleMore on behalf of the City.

Republic's Change in Law Request

For processing and disposal, Republic requested an additional \$2.62 per ton to fund improvements to organics processing operations at the composting facility. These improvements were to increase compost quality by removing residual contamination from organic wastes. Republic's proposed amount this year is \$2.59 per ton.

With the assistance of R3 and RecycleMore, City staff reviewed the proposed 2024 Blended Rates per ton described above and found them accurate, consistent, and reasonable. These disposal, processing, RecycleMore and HHW costs are paid by EBS to Republic Services as part of their disposal costs and are included in the rates that

EBS collects. The proposed 2024 EBS Post-Collection Rates necessary to meet the revenue requirement for the 2024 Blended Rate per ton (\$1,529,533 calculated based on the per ton rate of \$128.55 times a projected 11,898 tons) are included in Attachments 1 and 3.

Integrated Waste Management Fees

In 1990, the City of El Cerrito established IWM Fees to cover integrated waste management services provided by the City. Covered services include curbside collection of recyclable materials, operations of the RERC, and other waste collection, reduction, recycling and related environmental programs operated by the City (such as illegal dumping abatement, technical assistance for businesses that must comply with state mandated recycling and composting laws, and collection of materials banned from landfills including electronics, batteries, and medical sharps).

The budget for the IWM Fund is approved as part of the City's budget setting process for each fiscal year, while the IWM Fees are usually approved as part of the solid waste rates on a calendar year basis. For the coming 2024 year, the IWM Fund 10-year Plan projects a need for a 4% increase in fee revenues over 2023 collected revenues (6.79% increase over 2023 estimated revenues in December 2023), to achieve \$4,020,880 in 2024. IWM Fees have not increased since they were last adopted in 2022 and will have remained flat for two years by the end of December 2023. The proposed 2024 IWM Fees necessary to meet the revenue requirement for 2024 plus an additional approximate \$167,500 for a potential three-year ZEV purchase timeline, are included in Attachments 2 and 3 and further described in the "Overall Rate Changes" section below.

Finally, as part of the IWM Fees, ancillary service charges matching some of those under the EBS Collection Rates are proposed to be added as shown in Attachments 2 and 3. City staff realized that some of the garbage and organic waste collection services are also provided for recycling curbside collection and, of these, some are included in the Master Fee Schedule. In practice, City staff notifies EBS and EBS bills the customer and EBS then remits the collected amount to the City monthly with the IWM Fees. Therefore, to provide a seamless positive experience for customers and reflect the cost to provide the services, City staff proposes to make the charges the same for the City as for EBS. This will require that the Master Fee Schedule for Fiscal Year 2023-24 be amended to reflect the charges for the following services: Contaminated Container Charge, Cart Cleaning, Bin Cleaning, Cart/Bin Replacement Charge, Return for Service Charge, and Lock and Key Set for Carts and Containers. Staff, in consultation with R3, has determined that the EBS rates do not exceed the reasonable estimated cost of the City providing the services. Moving forward, City staff in consultation with the City Attorney will consider whether these charges should be kept in the Master Fee Schedule.

Overall Rate Changes

Residential solid waste services are priced based on the garbage container size, regardless of how much a customer's reduction in garbage is shifted to recycling and organic waste. Commercial customers also receive unlimited recycling service based on the garbage container size. To a large extent, this has historically resulted in customers downsizing their garbage containers, which is a testament to the success of El Cerrito's recycling and organic waste programs. However, even though customers save money by reducing their garbage subscriptions, the overall cost of service does not change as a result of such migration. This is due to the largely fixed costs of providing these services: recycling and organics services cost as much as (or sometimes more than) garbage service and solid waste operating costs do not scale incrementally with changing behaviors because operational cost changers are "per route," not per household.

The long-term trend in El Cerrito has been a "migration" from larger (higher revenue) subscription levels to smaller (lower revenue) subscription levels. El Cerrito's rate structure accounts for migration impacts on revenues by calculating rates based on current subscription information and the overall operational revenue need. Consequently, percentage rate increases are generally higher than the percentage increase in revenue generation, with migration impacts spread over the existing pool of customers. These migration trends were exacerbated by the impacts of COVID-19, with a decrease in overall subscription levels reported for 2021 compared to 2020. However, there were slight increases in subscription levels from 2021 through 2023 along with continued migration to smaller container sizes.

This, combined with the \$198,868 in rate stabilization funding approved by the City Council in December 2022 for the 2023 solid waste rates, and the \$207,690 carry-forward from 2022 to the EBS Revenue Balancing Account, means that overall rate revenues need to modestly increase in 2024 as compared to current inflation. Additionally, and as noted earlier in this report, to start a potential three-year funding of ZEV purchases for IWM and EBS, City staff and R3 are recommending additional funding at an estimated amount of \$335,000 to be included in the 2024 rates. Setting 2024 rates to include this additional funding will help advance the City's goal of implementing ZEV solid waste collection fleets.

As shown in the table below, the revenue requirement for the entire suite of solid waste services will increase by \$795,945 (compared to 2023) for a total 2024 rate revenue of \$11,224,753. Overall, as shown in Attachment 3, residential solid waste rates and fees are proposed to increase by 5.07% to 5.50%, which is lower than current rates of inflation. Commercial solid waste rates and fees are proposed to increase by 4.87% to 5.48%, also below inflation.

Table 1: 2024 Revenue Requirements

	2023*	2024	\$ Change	% Change
EBS Collection Revenue	\$5,344,408	\$5,547,496	\$203,088	3.80%
EBS Balancing Account	(\$332,056)	(\$207,690)	\$124,366	-37.45%
EBS Post-Collection Revenue	\$1,495,511	\$1,529,533	\$34,022	2.27%
IWM Revenue	\$3,765,077	\$4,020,880	\$255,803	6.79%
Additional Funding (Rate Stabilization/ZEV Transition)	\$198,868	\$334,535	\$135,666	68.22%
Total Revenue Requirement	\$10,471,808	\$11,224,753	\$752,945	7.19%

*Estimated Revenues in December 2023

For EBS, any over-collection of revenues compared to the revenue requirement will carry-forward via the Revenue Balancing Account. The amount in the Revenue Balancing Account is calculated based on EBS's annual financial statements, which are available after each "rate year," meaning that the 2024 balancing account balance will be known in 2024 and applied to the rates in 2025. However, to preserve the value of the ZEV funding, the City should consider not carrying forward this amount to offset rates in 2025; rather, those funds should be accounted for separately to fund potential ZEV purchase by EBS. Likewise, 2024 IWM Fee revenues will be captured in the IWM fund balance, and with accounting for ZEV funding.

If the maximum proposed adjustments are implemented, the combined fees will result in total monthly cost increases (over rates adopted January 1, 2023) for residential customers of \$2.60 for 20-gallon customers (50% of residential subscriptions), \$3.16 for 35-gallon customers (46% of residential subscriptions), and \$6.25 for 64-gallon customers (4% of residential subscriptions). Bulk commercial collection rates will increase by \$21.06 to \$42.07 for once weekly collection for a one cubic yard and two cubic yard container, respectively. The proposed EBS Collection and Post-Collection Rates, IWM Fees, and total solid waste rates, are included in Attachments 1, 2 and 3.

STRATEGIC PLAN CONSIDERATIONS

The proposed adjustments to EBS Rates and IWM Fees will help fulfill the following City of El Cerrito Strategic Plan goals and objectives:

- Deliver Exemplary Government Services by maintaining an emphasis on providing excellent customer service and adequately funding critical solid waste services.
- Achieve long-term financial sustainability by ensuring the IWM Fund has a fund balance for cash flow and contingency purposes.
- Foster Environmental Sustainability Citywide by implementing the City's Climate Action Plan, including reducing the amount of waste generated in El Cerrito, transitioning to a ZEV fleet, and providing for implementation of SB 1383, which aims to directly reduce the emissions of short-lived climate pollutants and subsequently help mitigate the effects of climate change.

ENVIRONMENTAL CONSIDERATIONS

All jurisdictions in California are required by law to provide recycling and organics recycling services for their residents and businesses through mandates established in AB 989, AB 341, and AB 1826. Recent legislation, SB 1383, mandated higher recycling and composting compliance rates starting in 2023. Reliable and proper disposal, processing, and diversion of solid waste is necessary to protect the health and welfare of the community and the environment. The services being funded by the proposed 2024 EBS Collection Rates and Post-Collection Rates and IWM Fees not only ensure compliance with State law and reliable solid waste collection, they also enable El Cerrito to reduce its environmental impact through strong solid waste diversion and HHW programs.

FINANCIAL CONSIDERATIONS

Authorization of the maximum 2024 EBS Rates and IWM Fees, as proposed, supports funding the revenue requirements of the entities, including the City, that provide solid waste services for the City.

LEGAL CONSIDERATIONS

The City Attorney has reviewed the proposed actions and found that legal considerations have been addressed. The public hearing notice was published in the November 25 and December 1, 2023 editions of the West County Times.

Reviewed by:



Karen Pinkos, City Manager

Attachments:

1. Resolution (EBS)
2. Resolution (IWM)
3. 2024 Solid Waste Rates and Fees

RESOLUTION 2023-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO ESTABLISHING MAXIMUM ALLOWABLE RATES FOR THE COLLECTION, PROCESSING AND DISPOSAL OF GARBAGE AND ORGANIC WASTE EFFECTIVE, JANUARY 1, 2024

WHEREAS, the City of El Cerrito and East Bay Sanitary Company (“the Company”) have entered into a Solid Waste Collection Services Agreement dated June 1, 2022 (the “Franchise Agreement”); and

WHEREAS, the Company has submitted a request for rate increases to be effective January 1, 2024, and such request was submitted pursuant to the methodology established in the Franchise Agreement; and

WHEREAS, the rate adjustments submitted to the City have been reviewed for accuracy, consistency with the adjustment methodology, and reasonableness.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that the maximum monthly rates, unless otherwise noted, that East Bay Sanitary Company may charge, effective January 1, 2024, are as follows.

Garbage Container Size	Collection Rate (\$)	Post-Collection Rate (\$)
Residential		
20 Gallon Cart	23.04	5.46
35 Gallon Cart	32.35	9.57
64 Gallon Cart	64.69	19.13
Additional 35 Gallon Organics	16.18	4.78
Additional 64 Gallon Organics	32.36	9.57
Commercial		
20 Gallon Cart	25.11	5.46
35 Gallon Cart	35.21	9.57
64 Gallon Cart	70.43	19.13
One Cubic Yard (Loose)	232.57	55.34
One Cubic Yard (Compacted)	400.83	110.67
Two Cubic Yards (Loose)	448.83	110.67
Two Cubic Yard (Compacted)	801.71	221.35
Additional 35 Gallon Organics	16.18	4.78
Additional 64 Gallon Organics	32.36	9.57
One Cubic Yard Organics	224.03	55.34
On-Call Compacted Rate (per yard)	92.50	25.54

Standard Service Charges (\$)	
Contaminated Container Charge	26.11
Overage Charge	26.11
Cart Cleaning	26.11
Bin Cleaning	52.21
Roll-off Cleaning	104.42
Cart / Bin Replacement Charge	67.87 / 1,044.20
Additional Large Item Collection Charge	Per Extra Service Rates Below
Extra Service Charges (Services & Charges per Service Recipient Request) (\$)	
Extra Solid Waste Collection Services	
Return for Service Charge (if Container not set out)	26.11
Extra 15-gal bag of Garbage or Organic Waste	6.63
Extra 20-gal bag of Garbage or Organic Waste	8.82
Extra 30-gal bag of Garbage or Organic Waste	13.21
Extra 64-gal bag of Garbage or Organic Waste	28.14
Extra 1/2 CU YD (4 x 30-gal bags)	44.38
Extra CU YD (8 x 30-gal bags)	88.76
Extra Dump on 1 YD Container	115.38
Extra Dump on 2 YD Container	204.72
Additional Services (\$)	
Toilet (Seat & Water Tank)	78.32
Sofa up to 7FT / Sofa Bed	62.65 / 83.54
Stuffed Chair / Lazy Boy / Recliner	62.65
Twin / Full – Mattress or Box Spring	62.65
Queen / King – Mattress or Box Spring	67.87
Baby Crib Mattress	20.88
TV / Computer Monitor	156.63
Dishwasher / Washer / Dryer / Stove	104.42
Water Heater	83.54 / +10.44 per gal
Refrigerator / Freezer / AC Unit	130.53
Area Rug 5ft and up	20.88 - 41.77
Office Chair	20.88
Office Desk	20.88 - 52.21
Patio Furniture (Tables/Chairs)	52.21 - 93.98
Dining Table / Chairs	52.21 - 93.98
L-Shape Sectional	62.65 - 156.63
Bedframe (Head/Footrest + Railing)	52.21 - 93.98
Bookshelves / End Tables / Nightstands	41.77 - 93.98
Exercise Equipment	104.42 - 156.63
Kitchen Cabinets / Sink / Windows	52.21 - 156.63
Lock and Key Set for Carts or Containers	31.33
Locking System Installation on Containers	156.63

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

I CERTIFY that at a regular meeting on December 5, 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

RESOLUTION 2023-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO FIXING AND SETTING THE INTEGRATED WASTE MANAGEMENT FEES EFFECTIVE, JANUARY 1, 2024

WHEREAS, the City of El Cerrito has established Integrated Waste Management Fees (IWM Fees) for Integrated Waste Management Services provided by the City including operation of the El Cerrito Recycling + Environmental Resource Center, curbside collection of recyclable materials, and other waste collection, reduction, recycling and related environmental programs; and

WHEREAS, the City Council of the City of El Cerrito sets and charges the IWM Fees, and the Fees are collected by East Bay Sanitary Company as part of the garbage bills and transferred in whole to the City of El Cerrito's Integrated Waste Management Fund; and

WHEREAS, the City has reviewed and considered financial information as a part of the regular budget process as well as more recent financial information to determine whether increases to IWM Fees are warranted and justified; and

WHEREAS, the City Council intends to adopt IWM Fees to be effective January 1, 2024, thus keeping the City's Integrated Waste Management Services as an on-going concern.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of El Cerrito that the fees for each IWM service, which are monthly rates unless otherwise noted, shall be as follows, effective January 1, 2024.

Garbage Container Size	IWM Fee (\$)
Residential and Commercial	
20 Gallon Cart	21.39
35 Gallon Cart	23.39
64 Gallon Cart	45.85
One Cubic Yard (Loose & Compacted)	165.27
Two Cubic Yards (Loose & Compacted)	330.50
Additional 35 Gallon Organics	11.70
Additional 64 Gallon Organics	22.93
Additional One Cubic Yard Organics	38.13
On-Call Compacted Rate (per yard)	38.14
On-Call Roll-off (per load)	120.76

Service Charges (Per Service / Incident) (\$)	
Contaminated Container Charge (per incident after warnings)	26.11
Cart Replacement/ Bin Replacement	67.87/ 1044.20
Return for Service	26.11
Extra Dump on Recycling Cart	28.14
Cart Cleaning	26.11
Bin Cleaning	52.21
Extra Dump on 1 YD Container	115.38
Extra Dump on 2 YD Container	204.72
Lock and Key Set for Carts or Containers	31.33
Locking System Installation on Containers	156.63

BE IT FURTHER RESOLVED that the Master Fee Schedule for Fiscal Year 2023-24 is hereby amended to reflect the charges approved by this Resolution for the following services: Contaminated Container Charge, Cart Cleaning, Bin Cleaning, Cart/Bin Replacement Charge, Return for Service Charge, and Lock and Key Set for Carts and Containers.

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

I CERTIFY that at a regular meeting on December 5, 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. Charl  ty, City Clerk

APPROVED:

Lisa Motoyama, Mayor

The City of El Cerrito

2024 Solid Waste Collection, Processing and Disposal Rates Effective January 1, 2024



Residential Rates | Single Family Homes and Multi-family Dwellings up to 4 units

Residential Solid Waste Services include weekly collection of recycling (grey), organics (green), garbage (blue); limited free on-call collection of larger quantities from your home; free access to the regional Household Hazardous Waste (HHW) Facility, and free access to most services at the El Cerrito Recycling + Environmental Resource Center. Additional recycling carts are available at no extra cost.

Weekly Collection of Recycling, Organics, and Garbage						
<i>Monthly Cost based on garbage container size</i>						
Container Size	Collection	Post-Collection	IWM Fee	January 2024 Total Monthly Cost	January 2023 Total Monthly Cost	\$ Change in Monthly Cost
20 Gallon Cart	\$ 23.04	\$ 5.46	\$ 21.39	\$ 49.89	\$ 47.29	\$ 2.60
35 Gallon Cart	\$ 32.35	\$ 9.57	\$ 23.39	\$ 65.31	\$ 62.15	\$ 3.16
64 Gallon Cart	\$ 64.69	\$ 19.13	\$ 45.85	\$ 129.67	\$ 123.42	\$ 6.25
Weekly Collection of Additional Organics Containers (one 64 gallon organics container serviced weekly included in above rates)						
<i>Monthly Cost based on size of each additional organic waste container</i>						
Container Size	Collection	Post-Collection	IWM Fee	January 2024 Total Monthly Cost	January 2023 Total Monthly Cost	\$ Change in Monthly Cost
35 Gallon Cart	\$ 16.18	\$ 4.78	\$ 11.70	\$ 32.66	\$ 31.08	\$ 1.58
64 Gallon Cart	\$ 32.36	\$ 9.57	\$ 22.93	\$ 64.86	\$ 61.73	\$ 3.13

Integrated Waste Management (IWM) Fee: The IWM Fee funds unlimited curbside recycling collection for El Cerrito residents and businesses, the daily operations of the El Cerrito Recycling + Environmental Resource Center (RERC), and other waste collection, source reduction, and integrated waste management services. The IWM Fee is set and assessed on each trash container collected by East Bay Sanitary Company based on trash container size, and any extra organics container collected by East Bay Sanitary Company based on the size of the extra organic waste container.



Commercial Rates | Businesses and Multi-family Dwellings over 4 units

Commercial Solid Waste Services include collection of recycling (grey), one 64 gallon organic waste (green) container collected once weekly, and garbage (blue). Commercial Solid Waste Services also include access to the El Cerrito Recycling + Environmental Resource Center (in quantities equivalent to those of residential properties). Additional recycling carts are available at no extra cost.

Once Weekly Collection of Garbage Containers						
Monthly rate based on garbage container size						
Container Size	Collection	Post-Collection	IWM Fee	January 2024 Total Monthly Cost	January 2023 Total Monthly Cost	\$ Change in Monthly Cost
20 Gallon Cart	\$ 25.11	\$ 5.46	\$ 21.39	\$ 51.96	\$ 49.26	\$ 2.70
35 Gallon Cart	\$ 35.21	\$ 9.57	\$ 23.39	\$ 68.17	\$ 64.88	\$ 3.29
64 Gallon Cart	\$ 70.43	\$ 19.13	\$ 45.85	\$ 135.41	\$ 128.88	\$ 6.53
One Cubic Yard (Loose)	\$ 232.57	\$ 55.34	\$ 165.27	\$ 453.18	\$ 432.12	\$ 21.06
One Cubic Yard (Compacted)	\$ 400.83	\$ 110.67	\$ 165.27	\$ 676.77	\$ 646.48	\$ 30.29
Two Cubic Yards (Loose)	\$ 448.83	\$ 110.67	\$ 330.50	\$ 890.00	\$ 847.93	\$ 42.07
Two Cubic Yards (Compacted)	\$ 801.71	\$ 221.35	\$ 330.50	\$ 1,353.56	\$ 1,292.99	\$ 60.57
Multiple Weekly Collections of Garbage Containers						
Monthly rate based on garbage container size and number of pickups per week						
Container Size	1	2	Pickups per week 3	4	5	6
20 Gallon Cart	\$ 51.96	\$ 103.92	\$ 155.88	\$ 207.84	\$ 259.80	\$ 311.76
35 Gallon Cart	\$ 68.17	\$ 136.34	\$ 204.51	\$ 272.68	\$ 340.85	\$ 409.02
64 Gallon Cart	\$ 135.41	\$ 270.82	\$ 406.23	\$ 541.64	\$ 677.05	\$ 812.46
One Cubic Yard (Loose)	\$ 453.18	\$ 874.25	\$ 1,295.32	\$ 1,716.39	\$ 2,137.46	\$ 2,558.53
One Cubic Yard (Compacted)	\$ 676.78	\$ 1,353.56	\$ 2,030.34	\$ 2,707.12	\$ 3,383.90	\$ 4,060.68
Two Cubic Yards (Loose)	\$ 890.01	\$ 1,732.02	\$ 2,574.03	\$ 3,416.04	\$ 4,258.05	\$ 5,100.06
Two Cubic Yards (Compacted)	\$ 1,353.56	\$ 2,707.12	\$ 4,060.68	\$ 5,414.24	\$ 6,767.80	\$ 8,121.36
Additional Weekly Collection of Universal Organic Waste Containers						
Monthly rate based on each additional collection of organic waste containers beyond those provided with base garbage rates						
Container Size	1	2	Pickups per week 3	4	5	
64 Gallon Cart (first weekly collection included in garbage rate)	INCLUDED	\$ 64.86	\$ 129.72	\$ 194.58	\$ 259.44	
Weekly Collection of Additional Organic Waste Containers						
Monthly rate for each additional organic waste container beyond the one provided with the base garbage rate, collected once weekly						
Container Size	Collection	Post-Collection	IWM Fee	January 2024 Total Monthly Cost	January 2023 Total Monthly Cost	\$ Change in Monthly Cost
35 Gallon Cart	\$ 16.18	\$ 4.78	\$ 11.70	\$ 32.66	\$ 31.08	\$ 1.58
64 Gallon Cart	\$ 32.36	\$ 9.57	\$ 22.93	\$ 64.86	\$ 61.73	\$ 3.13
One Cubic Yard	\$ 224.03	\$ 55.34	\$ 38.13	\$ 317.50	\$ 305.93	\$ 11.57
Multiple Weekly Collections of Additional Organic Waste Containers						
Monthly rate based on size and collection frequency for each additional organic waste container						
Container Size	1	2	Pickups per week 3	4	5	
35 Gallon Cart	\$ 32.66	\$ 65.32	\$ 97.98	\$ 130.64	\$ 163.30	
64 Gallon Cart	\$ 64.86	\$ 129.72	\$ 194.58	\$ 259.44	\$ 324.30	
One Cubic Yard	\$ 317.50	\$ 602.89	\$ 888.28	\$ 1,173.67	\$ 1,459.06	

The City of El Cerrito
2024 Solid Waste Collection, Processing and
Disposal Service Charges
Effective January 1, 2024



East Bay Sanitary
2024 Service Charges

Service Charge Type	2024 Charge Per Unit
Standard Service Charges	
Contaminated Container Charge	\$26.11
Overage Charge	\$26.11
Cart Cleaning	\$26.11
Bin Cleaning	\$52.21
Roll-off Cleaning	\$104.42
Cart / Bin Replacement Charge	\$67.87 / \$1,044.20
Additional Large Item Collection Charge	Per Extra Service Rates Below
Back-up Recycling Collection Services Charges and Emergency Service Charges	
– Collection Vehicle per day	\$375.91
– Driver per Hour / Overtime	\$158.72 / \$181.69
– Driver per Day / Overtime	\$928.29 / \$1,112.07
Extra Service Charges (Services and Charges per Service Recipient Request)	
Extra Solid Waste Collection Services	
Return for Service Charge (if Container not set out)	\$26.11
Extra 15-gal bag of Garbage or Organic Waste	\$6.63
Extra 20-gal bag of Garbage or Organic Waste	\$8.82
Extra 30-gal bag of Garbage or Organic Waste	\$13.21
Extra 64-gal bag of Garbage or Organic Waste	\$28.14
Extra 1/2 CU YD (4 x 30-gal bags)	\$44.38
Extra CU YD (8 x 30-gal bags)	\$88.76
Extra Dump on 1 YD Container	\$115.38
Extra Dump on 2 YD Container	\$204.72
Additional Services	
Toilet (Seat & Water Tank)	\$78.32
Sofa up to 7FT / Sofa Bed	\$62.65 / \$83.54
Stuffed Chair / Lazy Boy / Recliner	\$62.65
Twin / Full – Mattress or Box Spring	\$62.65
Queen / King – Mattress or Box Spring	\$67.87
Baby Crib Mattress	\$20.88
TV / Computer Monitor	\$156.63
Dishwasher / Washer / Dryer / Stove	\$104.42
Water Heater	\$83.54 / +\$10.44 per gal
Refrigerator / Freezer / AC Unit	\$130.53
Area Rug 5ft and up	\$20.88 - \$41.77
Office Chair	\$20.88
Office Desk	\$20.88 - \$52.21
Patio Furniture (Tables/Chairs)	\$52.21 - \$93.98
Dining Table / Chairs	\$52.21 - \$93.98
L-Shape Sectional	\$62.65 - \$156.63
Bedframe (Head/Footrest + Railing)	\$52.21 - \$93.98
Bookshelves / End Tables / Nightstands	\$41.77 - \$93.98
Exercise Equipment	\$104.42 - \$156.63
Kitchen Cabinets / Sink / Windows	\$52.21 - \$156.63
Lock and Key Set for Carts or Containers	\$31.33
Locking System Installation on Containers	\$156.63

The City of El Cerrito
2024 Solid Waste Collection, Processing and
Disposal Service Charges
Effective January 1, 2024



Integrated Waste Management (IWM)
2024 Service Charges (Charged and Collected by EBS)

Service Charge Type	2024 Charge Per Unit
Standard Service Charges (Per Service / Incident)	
Contaminated Container Charge (per incident after warnings)	\$26.11
Cart Cleaning	\$26.11
Bin Cleaning	\$52.21
Cart / Bin Replacement Charge	\$67.87 / \$1,044.20
Extra Service Charges (Services and Charges per Service Recipient Request)	
Extra Solid Waste Collection Services	
Return for Service Charge (if Container not set out)	\$26.11
Extra Dump on Recycling Cart	\$28.14
Extra Dump on 1 YD Container	\$115.38
Extra Dump on 2 YD Container	\$204.72
Additional Services	
Lock and Key Set for Carts or Containers	\$31.33
Locking System Installation on Containers	\$156.63



AGENDA BILL

Agenda Item No. 9.A.

Date: December 5, 2023
To: El Cerrito City Council
From: Yvetteh Ortiz, Public Works Director/City Engineer
Subject: Construction Contract Award for the El Cerrito Del Norte Transit-Oriented Development Complete Streets Project, City Project No. C4014, Federal Project No. CML 5239(029)

ACTION PROPOSED

Adopt a resolution approving plans and specifications for the El Cerrito Del Norte Transit-Oriented Development Complete Streets Project, City Project No. C4014, Federal Project No. CML 5239(029) (Project); accepting the two bids submitted for the Project; authorizing the City Manager to execute a contract in the amount of \$9,398,889 with Ghilotti Bros, Inc. and to approve change orders in an amount not to exceed \$940,000 for the construction of the Project; and amending the Fiscal Year (FY) 2023-24 Adopted Budget and Capital Improvement Program to appropriate \$879,077 in the Capital Improvement Fund for the Project.

BACKGROUND

Project Description

The El Cerrito Del Norte TOD Complete Streets Improvement Project will implement multimodal transportation improvements identified in the San Pablo Avenue Specific Plan and Active Transportation Plan. Planned improvements consist of enhanced and new protected crosswalks, new context-sensitive bikeways, bus boarding islands, circulation improvements, and various streetscape enhancements. The project location is around the El Cerrito Del Norte BART Station and spans 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. A significant portion of the project is on State Route 123, requiring that the Project undergo an extensive California Department of Transportation (Caltrans) project development process, amend various maintenance agreements, and secure a Caltrans Encroachment Permit.

Project Funding

The funding plan for all phases of project delivery totals approximately \$14.9 million as shown below. Most recently, in September 2023, the City Council adopted a resolution approving the Safe Routes to BART Funding Agreement between BART and the City of El Cerrito to accept grant funds in the amount of \$812,977 (Resolution 2023-69).

Funding Source	Amount
SR2B Grant	\$812,977
One Bay Area Grant Cycle 2 Federal Grant (OBAG2)	\$4,960,000
Contra Costa Transportation Authority Measure J Transportation for Livable Communities (CCTA TLC)	\$2,312,000
West Contra Costa Transportation Authority Subregional Transportation Mitigation Program	\$1,189,980
State Affordable Housing Sustainable Communities Grant (Mayfair)	\$2,900,800
SB1 Local Partnership Program-Formulaic	\$400,000
Transportation Fund for Clear Air	\$185,000
Various City Funds	
SB1 Local Streets & Roads	\$151,680
Gas Tax	\$15,000
City Transportation Impact Fee (TIF)/Developer Contributions	\$1,371,334
Other – Add TIF, SB1 or Measure A Streets	\$595,677
Total Project Funding	\$14,894,448

The funding plan has been developed over many years, beginning in 2016 when the City successfully applied for the first two grants, the OBAG2 and the CCTA TLC programs, which the funding agencies programmed for expenditure, beginning in Fiscal Year 2020-21. Detailed information on the development of the funding plan is provided in the [August 17, 2021 Agenda Bill](#) and the City's 5-year Capital Improvement Program (CIP) presented in the [Fiscal Year \(FY\) 2023-24 Adopted Budget](#). As a contingency to compensate for lower than originally projected Transportation Impact Fee (TIF) revenues by the time of award of the construction contract, the CIP identified available funds from Measure A Streets and SB 1 to backfill funding for eligible expenses such as paving and curb ramps.

The project design team also developed additive alternates for the bidding of the Project to assure that all essential elements of the Project could be constructed while providing flexibility of award of the construction contract within the available funding for the Project at the time of award.

Bidding

The Notice Inviting Bids for the Project was advertised in the West County Times on September 28 and October 5, 2023. Additionally, the notice along with a complete set of Contract Documents was sent to Builder and Construction Exchanges in the Bay Area and Northern California and made available for purchase through the BPXpress website, an online planroom used by the City. The notice was also posted on the City's website. A mandatory pre-bid conference was held on October 11, 2023. One addendum was issued.

ANALYSIS

Two bids were received by the advertised bid opening date and time of October 26, 2023, at 2 p.m. The bids were publicly opened and read by the City. All bids were checked for completeness. The Contract Documents stipulated that the low bidder was to be determined by the sum total amount of the Base Bid plus Additive Alternates 1, 2 and 3. The result of the bids and Engineer's Estimate are summarized below.

Name and Location of Bidder	Base Bid	Additive Alternate 1 –Pedestrian Flashing Beacons at Freeway Ramps	Additive Alternate 2 – Raised Concrete/ Landscape Bike Buffers	Additive Alternate 3 – Hill Street	Grand Total
Ghilotti Bros. Inc., San Rafael, CA	\$8,663,976.00	\$71,513.00	\$452,753.00	\$210,647.00	\$9,398,889.00
J.J.R. Construction, San Mateo, CA	\$13,797,004.30	\$82,121.50	\$552,288.00	\$364,852.00	\$14,796,265.80
<i>Engineer's Estimate</i>	<i>\$9,663,142.00</i>	<i>\$242,550.00</i>	<i>\$446,983.00</i>	<i>\$225,356.00</i>	<i>\$10,578,031.00</i>

The bid from Ghilotti Bros, Inc. in the amount of \$9,398,889.00 for the Base Bid plus all three Additive Alternates is the lowest and below the Engineer's Estimate by about 11%.

Projects using federal funds are subject to Part 26, Title 49, Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises (DBE) in the Department of Transportation Financial Assistance Program." Bidders were required to make a good faith effort to incorporate the services of DBEs in their bid proposal. Based on standard Caltrans procedures, City staff in consultation with Caltrans staff determined a goal of 22% for participation of DBEs in this contract. Ghilotti Bros., Inc. exceeded the City's goal by committing to 30% DBE participation.

City staff recommends that the City Council award the construction contract in the amount of \$9,398,889.00 to Ghilotti Bros. Inc. as the lowest responsive and responsible bidder. City staff also recommends that the City Council approve change orders in an amount not to exceed \$940,000 for the construction of the Project.

STRATEGIC PLAN CONSIDERATIONS

The City's Strategic Plan articulates the mission of the City to serve, lead, and support our diverse and transit-rich community by providing exemplary and innovative services, public places, and infrastructure, ensuring public safety, and creating an economically and environmentally sustainable future. Approval of the proposed construction contract is consistent with the following Strategic Plan goals: Achieve long-term financial sustainability by continuing to pursue and support opportunities for including outside grants; Develop and rehabilitate public facilities as community focal points; Deepen a sense of place and community identity by promoting strong neighborhoods; and Foster environmental sustainability citywide by encouraging alternative modes of transportation to the single occupancy vehicle.

ENVIRONMENTAL CONSIDERATIONS

California Environmental Quality Act ("CEQA") Guidelines require preparation of an Initial Study to identify whether a plan or project will have a significant effect on the environment. For projects with potentially significant impacts, proposed mitigations may be included as part of the environmental review process to ensure that such impacts are mitigated to a less than significant level where possible.

The El Cerrito Del Norte TOD Complete Streets Improvement Project is a combination of projects identified in the San Pablo Avenue Specific Plan and Active Transportation Plan. The City Council approved a programmatic Environmental Impact Report and associated Mitigation Monitoring and Reporting Program for the San Pablo Avenue Specific Plan in September 2014, and an Initial Study/Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program for the Active Transportation Plan in April 2016. Both documents were prepared per CEQA Guidelines. As part of the Caltrans project development process, City staff and consultants prepared a project checklist to confirm that all impacts of the Project were sufficiently evaluated in these documents. The mitigation measures identified in both Mitigation Monitoring and Reporting Programs will be implemented as appropriate in order to mitigate any identified environmental impacts of the Project under CEQA.

As part of the federal funding requirements, the Project was evaluated for compliance with the National Environmental Policy Act (NEPA), which included conducting several environmental studies. City staff and consultants prepared a Categorical Exclusion with Technical Studies. Caltrans is responsible for determining NEPA compliance and approved the NEPA document in March 2022 and revalidation in August 2023.

FINANCIAL CONSIDERATIONS

Budget appropriations in the amount of \$12,140,000³ are included in the FY 2023-24 Adopted Budget and Capital Improvement Program (CIP), under the Del Norte Infrastructure Improvements Project in the Capital Improvement Fund (grants and TIF), SB1 Local Streets & Roads Fund and Measure A Street Improvements Fund. As indicated in the [September 19, 2023 Agenda Bill](#), the budget appropriations need to be

updated at this time to reflect the current funding plan shown above, including the SR2B grant, available TIF funds, and design-related expenditures extending into FY 2023-24.

Based on the amount of the low bid and contract change order amount requested, the current cost estimate for all phases of project delivery is summarized below.

Phase	Amount
Planning/Conceptual Design (PC)	\$1,166,718
Environmental Studies (ENV)	Included in PC Phase
Final Design - PS&E (PSE)	\$1,063,049
Construction (CON)	\$10,338,889
Construction Management (CM)	\$1,730,115
Total Project Cost	\$14,298,771

While additional TIF revenues have not been collected in FY2023-24, the contingency funding from SB1 Local Streets & Roads Fund and Measure A Street Improvements Fund will not be required because the low bid amount was sufficiently below the Engineer's Estimate. Nevertheless, as noted above, an amendment to the FY 2023-24 Adopted Budget and Capital Improvement Program is required to appropriate \$879,077 in the Capital Improvement Fund to account for the SR2B grant expenditures in the amount of \$812,977 and design-related expenditures funded by the WCCTAC STMP in the amount of \$66,100 that extended into FY 2023-24.

LEGAL CONSIDERATIONS

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

Reviewed by:



Karen Pinkos, City Manager

Attachments:

1. Resolution

RESOLUTION 2023-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO APPROVE PLANS AND SPECIFICATIONS FOR THE EL CERRITO DEL NORTE TRANSIT-ORIENTED DEVELOPMENT COMPLETE STREETS PROJECT, CITY PROJECT NO. C4014, FEDERAL PROJECT NO. CML 5239(029) (PROJECT); ACCEPT THE TWO BIDS SUBMITTED FOR THE PROJECT; AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT IN THE AMOUNT OF \$9,398,889 WITH GHILOTTI BROS, INC. AND TO APPROVE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED \$940,000 FOR THE CONSTRUCTION OF THE PROJECT; AND AMEND THE FISCAL YEAR (FY) 2023-24 ADOPTED BUDGET AND CAPITAL IMPROVEMENT PROGRAM TO APPROPRIATE \$879,077 IN THE CAPITAL IMPROVEMENT FUND FOR THE PROJECT

WHEREAS, the El Cerrito Del Norte TOD Complete Streets Project will implement multimodal transportation improvements identified in the San Pablo Avenue Specific Plan and Active Transportation Plan, adopted by City Council in September 2014 and April 2016, respectively; and

WHEREAS, the funding plan for the project has been developed over many years beginning in 2016 when the City successfully applied for two grants: One Bay Area Grant Program, Cycle 2 (OBAG 2) federal funds and Contra Costa Transportation Authority (CCTA) Measure J Transportation for Livable Communities Program county sales tax funds, which were the funding agencies then programmed for expenditures in FY 2020-21; and

WHEREAS, subsequently, the City secured funding from the West Contra Costa Transportation Authority Subregional Transportation Mitigation Program (WCCTAC STMP), State Affordable Housing Sustainable Communities Grant (Mayfair), SB1 Local Partnership Program-Formulaic, Transportation Fund for Clear Air, and City Transportation Impact Fee Program for the project; and

WHEREAS, most recently, in September 2023, the City entered into a Safe Routes to BART (SR2B) Funding Agreement between BART and the City of El Cerrito to accept grant funds in the amount of \$812,977 (Resolution 2023-69); and

WHEREAS, the work generally consists of enhanced and new protected crosswalks, new context-sensitive bikeways, bus boarding islands, circulation improvements, and various streetscape enhancements; and

WHEREAS, a Notice Inviting Bids for the project was advertised in the West County Times on September 28 and October 5, 2023 and posted on the City's website, the notice and complete set of Contract Documents were sent to eight Builder and Construction Exchanges, and the Contract Documents were made available to contractors through an online planroom; and

WHEREAS, a mandatory pre-bid meeting was held on October 11, 2023 and one addendum was issued; and

WHEREAS, two bids were publicly opened and read by the City on October 26, 2023 at 2:00 p.m., the advertised bid opening date and time; and

WHEREAS, the lowest bidder was Ghilotti Bros. Inc. whose total Base Bid plus Additive Alternate Bids 1, 2 and 3, in the amount of \$9,398,889.00, was approximately 11% below the Engineer's Estimate; and

WHEREAS, the City determined a goal of 22% of participation of DBEs in this contract, and Ghilotti Bros. exceeded this goal by committing to 30% DBE participation; and

WHEREAS, the current cost estimate for all phases of project delivery is \$14,298,771 and there is sufficient funding to complete the project; and

WHEREAS, an amendment to the FY 2023-24 Adopted Budget and Capital Improvement Program is required to appropriate \$879,077 in the Capital Improvement Fund to account for the SR2B grant expenditures in the amount of \$812,977 and design-related expenditures funded by the WCCTAC STMP in the amount of \$66,100 extending into FY 2023-24; and

WHEREAS, the El Cerrito Del Norte TOD Complete Streets Improvement Project is a combination of projects identified in the San Pablo Avenue Specific Plan and Active Transportation Plan. The City Council approved a programmatic Environmental Impact Report and associated Mitigation Monitoring and Reporting Program for the San Pablo Avenue Specific Plan in September 2014, and an Initial Study/Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program for the Active Transportation Plan in April 2016. Both documents were prepared per CEQA Guidelines. As part of the Caltrans project development process, City staff and consultants prepared a project checklist to confirm that all impacts of the Project were sufficiently evaluated in these documents. The mitigation measures identified in both Mitigation Monitoring and Reporting Programs will be implemented as appropriate in order to mitigate any identified environmental impacts of the Project under CEQA. As part of the federal funding requirements, the Project was evaluated for compliance with the National Environmental Policy Act (NEPA), which included conducting several environmental studies. City staff and consultants prepared a Categorical Exclusion with Technical Studies. Caltrans is responsible for determining NEPA compliance and approved the NEPA document in March 2022 and revalidation in August 2023.

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

- 1) Approves plans and specifications for the El Cerrito Del Norte Transit-Oriented Development Complete Streets Project, City Project No. C4014, Federal Project No. CML 5239(029) (Project); and
- 2) Accepts the two bids submitted for the Project; and
- 3) Authorizes the City Manager to execute a contract in the amount of \$9,398,889 with Ghilotti Bros. Inc. and to approve change orders in an amount not to exceed \$940,000 for the construction of the Project; and
- 4) Amends the FY 2023-24 Adopted Budget and Capital Improvement Program to appropriate \$879,077 in the Capital Improvement Fund for the Project.

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

I CERTIFY that at a regular meeting on December 5, 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. Charl  ty, City Clerk

APPROVED:

Lisa Motoyama, Mayor



AGENDA BILL

Agenda Item No. 9.B.

Date: December 5, 2023
To: El Cerrito City Council
From: Alexandra Orologas, Assistant City Manager; Karen Pinkos, City Manager, City Management
Subject: Adoption of the City of El Cerrito Strategic Plan 2024-2029

ACTION PROPOSED

Approve a resolution to adopt the City of El Cerrito Strategic Plan 2024-2029.

BACKGROUND/ANALYSIS

The City's Strategic Plan, first adopted in 2013, articulates the City's vision, mission and organizational values and establishes goals and strategies that guide the work of the organization, including decision-making and the prioritization of services and resources to our community. The Plan, developed with Management Partners (now Baker Tilly), was a result of a year-long robust effort in creating a shared vision for the City's future. In 2015, the City Council reviewed and updated the 2013 Strategic Plan which advanced El Cerrito on a path towards achieving its vision during the five-year period between 2015-2020. In the years City staff made a series of presentations to the City Council to update the community on progress made on the various Strategic Plan Goals and Strategies, and every City Council Agenda Bill included a specific reference to the Strategic Plan goal that the item would help fulfill. Beginning in late 2019, the City began its community outreach process to gather the information needed to develop a Strategic Plan update that would cover the following five-year period between 2020-2025. Unfortunately, further development of the Strategic Plan update was put on pause during the COVID-19 pandemic.

In May 2023, the City embarked on a new community engagement process to update the Strategic Plan and engaged the services of Baker Tilly to help facilitate the outreach process and develop the updated document. This included community and City employee surveys; focus groups consisting of representatives of boards and commissions, business, faith, Parent-Teacher Associations (PTAs), El Cerrito High School Students and City's community organization partners; in-person outreach at City-sponsored events like Earth Day, Bike to Work Day, and 4th of July/worldOne Festival; and a City Council Workshop in October.

As a result of the robust community outreach process and input from the City Council, the proposed elements of a final Strategic Plan have been developed for the City Council's consideration and adoption. The elements include vision and mission statements, identified organizational values, and goals with implementation strategies. Once adopted, the document will serve as a roadmap for the next five years and will guide and inform decision-making, resource allocation, and City priorities.

The proposed Strategic Plan elements are:

Vision Statement:

The City of El Cerrito is a welcoming community committed to a high quality of life, thriving businesses and public spaces, and diverse cultural, educational, and recreational opportunities for everyone.

Mission Statement:

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

Organizational Values:

- Ethics and Integrity
- Fiscal Responsibility
- Transparency and Open Communication
- Professional Excellence
- Inclusiveness and Respect for Diversity

Goals:

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

Once the Strategic Plan elements have been adopted by the City Council, Baker Tilly will work with staff to create a final Strategic Plan document and prepare an implementation plan with detailed steps to take to achieve the goals, including timelines, resources required and success indicators. The implementation plan will be a management tool for the City that provides a framework for City staff to track and monitor the progress of the Strategic Plan. Staff will integrate the Strategic Plan and implementation plan with the upcoming FY 2024-26 budget process by aligning programs and services to the Strategic Plan goals. City staff will report back to the City Council on progress toward achieving the goals outlined in the Plan.

STRATEGIC PLAN CONSIDERATIONS

Staff will continue to prepare agenda bills in alignment with the Strategic Plan, including stating the relevant strategic goal and objective and the associated relationship.

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

The Strategic Plan will serve as an all-encompassing guide for City staff and the City Council on resource allocation and prioritization by aligning programs and services to the Strategic Plan goals, which will be reflected in future budget documents.

LEGAL CONSIDERATIONS

This section is not applicable to this agenda item.

Reviewed by:

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

Karen Pinkos, City Manager

Attachments:

1. Resolution
2. Exhibit A to Resolution

RESOLUTION 2023-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO ADOPTING
THE CITY OF EL CERRITO STRATEGIC PLAN 2024-2029

WHEREAS, in 2013, the City Council adopted the City's first Strategic Plan that articulates the City's vision, mission and organizational values and establishes goals and strategies that guide the work of the organization, including decision-making and the prioritization of services and resources to our community; and

WHEREAS, the Strategic Plan was updated in 2015 which advanced El Cerrito on a path towards achieving its vision during the five-year period between 2015-2020; and

WHEREAS, the City began an update to the Strategic Plan in late 2019 which was put on pause due to the COVID-19 pandemic;

WHEREAS, in 2023, the City embarked on a new and robust community engagement process to update the Strategic Plan and engaged the services of Baker Tilly to help facilitate the community outreach process and develop the updated document; and

WHEREAS, as a result of this comprehensive community engagement process and input from the City Council, the Strategic Plan includes vision and mission statements, identified organizational values, and goals with implementation strategies.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that that the City Manager shall ensure an Implementation Plan is developed to carry out the Strategic Plan.

BE IT FURTHER RESOLVED that the City Council hereby adopts the City of El Cerrito Strategic Plan 2024-2029, attached hereto as Exhibit A.

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

I CERTIFY that at a regular meeting on December 5, 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

**City of El Cerrito
Strategic Plan 2024-2029
Proposed Elements**

Proposed Vision

The City of El Cerrito is a welcoming community committed to a high quality of life, thriving businesses and public spaces, and diverse cultural, educational and recreational opportunities for everyone.

Proposed Mission

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

Proposed Organizational Values

- **Ethics and Integrity**

We exercise good judgement, while keeping the public's interest in mind; we know and follow ethical rules and do the right thing, even when no one is looking.

- **Fiscal Responsibility**

We ensure responsible stewardship of the City's finances and assets while delivering services in the most cost-effective and efficient manner.

- **Transparency and Open Communication**

We practice public transparency to ensure accountability and build trust; we foster community participation and inclusion and provide access to information regarding matters of public interest.

- **Professional Excellence**

We implement best practices, encourage innovative and creative approaches to problem solving, commit to continuous improvement and timely response, and foster a positive work environment that is sensitive to the needs of others.

- **Inclusiveness and Respect for Diversity**

We demonstrate compassion and respect for others, cultivate a welcoming sense of belonging, and ensure our actions focus on equity in everything we do.

Proposed Goals and Strategies

High Performing Organization

Ensure the city maintains a strong financial position and a high-performing organization where employees feel a sense of inclusion and belonging.

Strategies:

- Preserve and expand revenue sources that provide sufficient resources to deliver services and programs to the community.
- Develop financing strategies for capital investments and deferred facility and other infrastructure needs as identified in the long-range financial plan.
- Cultivate a positive organizational culture where employees experience a sense of belonging that results in teamwork, innovation, and outstanding services to the community.
- Increase public communication and engagement to ensure access to services and promote community events.
- Improve technology systems to increase automation and efficiency and strengthen cybersecurity.

Community Safety

Maintain public safety responsiveness and ensure community emergency preparedness.

Strategies:

- Maximize funding levels for technology investments that promote efficient and effective public safety operations.
- Align public safety services with community needs based on a data-driven decision-making approach.
- Strengthen El Cerrito's overall emergency preparedness capabilities, resources, and tools and implement changes as needed to ensure the City is properly positioned to respond to disasters.
- Evaluate options for a new Public Safety Center that is centered on community.
- Sustain and enhance climate-adapted resilience and forest conservation activities in the Hillside Nature Area.
- Ensure on-going training and availability of equipment to meet community needs.

Livability and Belonging

Promote a high quality of life and sense of community for current and future generations.

Strategies:

- Leverage the City's pro-housing designation to attract new and infill development for all income types.
- Support businesses and economic growth.
- Advance the San Pablo Avenue Specific Plan to create a livable, vibrant, and diverse corridor.
- Update the General Plan to reflect and address current community values.
- Evaluate options for older adult services.
- Develop a citywide equity plan.
- Expand public art and cultural programs.
- Create a downtown community hub anchored by the Plaza Transit-Oriented Development and a new library.
- Improve parks and recreation facilities.

Infrastructure and Amenities

Advance climate focused, sustainable infrastructure efforts that have community benefit.

Strategies:

- Invest in the maintenance, rehabilitation and development of sustainable, climate-adapted infrastructure and community assets (i.e., electric vehicle infrastructure).
- Conduct a facility needs assessment to evaluate and prioritize investment in city facilities, including updating and implementing the ADA transition plan.
- Improve sidewalks and connections to enhance safety, accessibility, comfort, and convenience.
- Implement major initiatives associated with the Parks and Recreation Facilities Master Plan (i.e., citywide trails and bikeway network).
- Complete and implement major Public Works infrastructure improvements (i.e., the Storm Drain Master Plan Update and the Local Road Safety Plan/Comprehensive Safety Action Plan).
- Complete construction of Complete Streets and Ohlone Greenway projects.
- Identify funds to off-set General Fund contributions for infrastructure improvements (i.e., Landscape and Lighting Assessment District and clean water programs).

Environmental Sustainability

Promote environmental sustainability and stewardship by engaging in initiatives that reduce our carbon footprint, conserve natural resources, and foster a culture of environmental responsibility.

Strategies:

- Update and implement the Climate Action and Adaptation Plan and infuse it in all that we do.
- Maintain and leverage the Recycling Center as a community asset.
- Develop a plan to support the infrastructure needed to shift to clean energy vehicles.
- Promote strategies that address the climate emergency.
- Seek regional funding for environmental solutions.



AGENDA BILL

Agenda Item No. 9.C.

Date: December 5, 2023
To: El Cerrito City Council
From: Holly M. Charl  y, City Clerk, City Management on behalf of City Council
Ad-hoc Subcommittee of Mayor Lisa Motoyama and Councilmember Paul Fadelli
Subject: Study Session on City Board, Commission, and Committees

ACTION PROPOSED

Continue the study session from September 19, 2023 on City Boards, Commissions, and Committees (Advisory Bodies), consider recommendations made by the City Council ad-hoc committee and if applicable, provide staff direction.

BACKGROUND

The City of El Cerrito currently has a total of 13 Boards, Commissions, and Committees (Advisory Bodies). Each type of Advisory Body has a different function. Boards and Commissions are directly responsible to the City Council and fill advisory and/or quasi-judicial roles. Commissions are composed of lay citizens 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 City Council has conducted several reviews of Advisory Body rules and procedures throughout the years. The most recent review was conducted in 2021 which focused on term length and limits, the appointment and removal process, as well as training requirements and compliance.

Over the latter part of 2022 and beginning of 2023, various topics or areas for discussion have been requested by members of the City Council regarding City Advisory Body policies and procedures. At the City Council meeting on March 21, 2023, Mayor Motoyama appointed herself and Councilmember Fadelli to an Advisory Body ad-hoc committee to meet, discuss, and return with recommendations for modifications to existing policy and procedures. The ad-hoc committee met a total of five times and discussed a number of topics.

On September 19, 2023 the ad-hoc committee presented their recommendations to the City Council. Due to disruptive public comments, the study session was continued to a future date. During this meeting, some public comments heard include included a desire to solicit feedback from active members of City advisory bodies. Since the initial study session was held, staff has been soliciting and collecting member feedback, which the ad-hoc committee subsequently reviewed.

The following recommendations are modified to incorporate some of the feedback received. These changes are indicated in ~~strikethrough~~ and underline.

The committee is offering the following revised recommendations for discussion and consideration by the full Council with regard to the areas of communication, modifications to regulations, a community safety committee, and youth participation.

ANALYSIS

Communications between City Council and Advisory Bodies

The ad-hoc committee discussed several areas related to communication between appointed members of City Advisory Bodies and members of the City Council. In order to keep the City Council informed of the work and progress of Advisory Bodies and to ensure an avenue for Advisory Bodies to communicate to the City Council, the ad-hoc committee discussed Advisory Body Workplans, Accomplishments, and Recommendations. The following recommendations are made by the ad-hoc committee in this area:

- **#1 – Workplan**

Each Advisory Body shall develop a two-year workplan beginning in Fiscal Year 2025. The workplan shall be developed with the assistance and guidance of the staff liaison to ensure that all areas of the workplan are within the scope of the Advisory Body responsibilities and the City's Strategic Plan. The plan shall be adopted by the Advisory Body and posted on the City's website no later than ~~October~~ July 1, of applicable years.

Once adopted, the staff liaison will ensure that the workplan is transmitted to the City Clerk for placement on the next City Council agenda as a "receive and file" consent item. If a member of the City Council wishes to discuss the workplan with the advisory body, including prioritization or modification to the adopted plan, it may be requested at the meeting and will be agendaized as a future discussion item with the advisory body chair. If implemented, half of the Advisory Bodies will implement an initial one-year workplan to stagger over a two-year period.

A workplan template shall be approved by the City Council with the City Clerk authorized to make non-substantive changes without Council approval. It is recommended that the template include the following areas:

- Goal/Objective, proposed activities, funding and other resources needed requested, estimated staff time needed, and timeline for completion (listed by Fiscal Year, in order of priority).
- Ongoing Projects with activities, funding and other resources needed requested, and estimated staff time needed.
- ~~Prior Calendar~~ Fiscal Year Accomplishments including goal/objective, activities supporting goal and status.

Exceptions: Citizens Streets Oversight Committee, Civil Service Commission, Design Review Board, and Planning Commission.

- **#2 – Accomplishments**

Included in the workplan template shall be a section to provide annual accomplishments of the Advisory Body. This portion of the workplan shall be updated annually by March 1st and will cover the accomplishment of the prior calendar year. Once the Advisory Body has generated this content, the staff liaison will ensure that the workplan is transmitted to the City Clerk for placement on the next City Council agenda as a “receive and file” consent item. A presentation on the workplan to the Council may be requested.

Exceptions: Citizens Streets Oversight Committee, Civil Service Commission, Design Review Board, and Planning Commission.

- **#3 –Recommendations**

Advisory Bodies may make recommendations related to their adopted workplan, or applicable area(s) of responsibility. When such a recommendation is made, the staff liaison will ensure that it is transmitted to the City Clerk for placement on the next City Council agenda as a “receive and file” consent item. If a member of the City Council wishes to further discuss the recommendation with the advisory body, it may be requested at a council meeting and be agendized as a future discussion item with the advisory body chair.

Staff will include Advisory Body recommendations and comments in the agenda bill and or related materials when applicable to an item presented to the City Council. Recommendations that do not relate to the workplan or area(s) of responsibility will be presented to City Council as written public comment. At any time, the City Council may request a specific recommendation from an advisory body.

Modifications to existing Advisory Body regulations

The ad-hoc committee discussed potential new regulations and made the following recommendations in this area:

- **#1 – Service on Multiple Advisory Bodies**

During the application process, priority shall be given to those who are not currently serving on another City Advisory Body and no individual shall be appointed to serve on more than two advisory bodies at the same time.

- **#2 – Meeting Frequency**

All Advisory Bodies shall ~~try to meet~~ no less than once every two months, ~~but not less than quarterly~~. Additional Advisory Body meetings can be held if staff are available and membership supports that need. The City Clerk shall provide an annual report of the total meetings held the prior calendar year for all Advisory Bodies.

Exceptions: Citizens Streets Oversight Committee will meet as indicated in the municipal code, Civil Service Commission will continue to meet as needed, and Design Review Board and Planning Commission will continue to meet monthly.

- **#3 – Pre-Meeting Attendance Requirement**

The pre-meeting requirement implemented in 2021, which requires an individual to attend two of the last three meetings held prior to applying, should be modified to encourage attendance prior to applying – but also require applicants to demonstrate knowledge in the interview of the current work of the Advisory Body.

Public-Community Safety Committee

The ad-hoc committee discussed the request to consider expanding the Crime Prevention Committee's (CPC) scope of work and makes the following recommendation:

- **#1 - Determine Consensus**

Determine if there is a consensus by the City Council to expand the CPC scope of work to ~~potentially~~ include fire safety, Community Safety and Crime Prevention, and/or emergency response.

Youth Participation

The ad-hoc committee discussed establishing a process by which El Cerrito youth can participate on City Advisory Bodies and the following recommendations are made:

- **#1 – Non-Voting Youth Member**

Any advisory body may choose to request the City to advertise interest for recruit participation of a non-voting youth member who shall be a student at El Cerrito High School, or a resident of El Cerrito between the ages of 14-18. Upon guidance of the City Attorney, a youth member may participate in voting, however their vote will not be part of the official count to determine the outcome of the action. In order to participate, the youth member shall obtain written consent of a parent or guardian. Once appointed by an Advisory Body, the participant shall complete the Orientation/Handbook training and Sexual Harassment Prevention training. No other general rules or requirements related to members of advisory bodies shall apply. Participants will be encouraged to evaluate and share their experience with the City Council at the end of their service.

STRATEGIC PLAN CONSIDERATIONS

This action aligns with Strategic Plan Goal A: Deliver Exemplary Government Services by maintaining an emphasis on providing excellent customer service.

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

Any modifications to the municipal code would require publication at a cost covered under the City Clerk's approved FY 2023-24 budget.

LEGAL CONSIDERATIONS

This section is not applicable to this agenda item.

Reviewed by:

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

Karen Pinkos, City Manager

Attachments:

1. Presentation

BOARDS, COMMISSIONS, AND COMMITTEES STUDY SESSION *(continued from 9/19/2023)*

CITY COUNCIL | DECEMBER 2023



Updates

- Ad-Hoc Recommendations presented on September 19, 2023
- Study Session was continued due to meeting disruption
- Member Feedback was Solicited/Reviewed by Ad-Hoc members
- Modifications made since initial study session are indicated in ~~striketrough~~ for deletions and underline for additions

STUDY SESSION FOCUS

1. Communications between City Council & Advisory Bodies
2. Modifications to General Regulations
3. Public Safety Committee
4. Youth Participation



Communications between City Council & Advisory Bodies

1. Advisory Body Workplan:

- a) Developed biennially (fiscal year) – ½ for 1 year for 1st to stagger **beginning with Fiscal Year 2025**
- b) Staff Liaison assists/guides to ensure within scope of advisory body responsibilities and City's strategic plan
- c) Workplan template shall be adopted by City Council
- d) Plan adopted/posted on Advisory Body page no later than ~~October~~ July 1
- e) Once adopted, provided to City Council on consent (receive and file)
 - City Council may request a future agenda item to further discuss a workplan received



Communications between City Council & Advisory Bodies

2. Annual Accomplishments

- a) Included in workplan template
- b) Updated annual by ~~March~~ July 1st covering the prior ~~calendar~~ fiscal year
- c) Provided to City Council on consent (receive and file)

Exceptions from Workplan/Accomplishments:

- a) Citizens Streets Oversight Committee (provides annual report under ECMC)
- b) Civil Service Board
- c) Design Review Board
- d) Planning Commission



Communications between City Council & Advisory Bodies

Sample Workplan

FISCAL YEAR (YYYY/YYYY)

Items listed in priority order

Goal or Objective	Proposed Activities	Funding and other Resources needed requested	Estimated Staff time needed	Timeline For Completion

FISCAL YEAR (YYYY/YYYY)

Items listed in priority order

Goal or Objective	Proposed Activities	Funding and other Resources needed requested	Estimated Staff time needed	Timeline For Completion

ONGOING PROJECTS

Project	Activites	Funding and other Resources needed requested	Estimated Staff time needed

PRIOR ~~CALENDAR~~ FISCAL YEAR ACCOMPLISHMENTS

Updated annually by ~~March~~ July 1 and provided to City Council on Consent

Goal/Objective	Activites Supporting Goal	Status

Communications between City Council & Advisory Bodies

2. Advisory Body Recommendations:

- a) Must reference related workplan item(s) or applicable area of responsibility
- b) Submitted to the City Clerk, through the staff liaison
- c) Provided to City Council on consent (receive and file)
 - a) City Council may request a future agenda item to further discuss a recommendation received
- d) If related to a request by city staff will be included in the Agenda Bill or related materials presented to City Council
- e) Recommendations **not** related to a workplan or area of responsibility will be presented to City Council as public comment
- f) City Council can request recommendations from advisory body



Potential Modifications to General Regulations

1. Restrict serving on more than two advisory bodies at the same time
 - a) Priority given to those not currently serving on another body
2. Reduce minimum meeting ~~frequency~~ requirement to once every two months., ~~but not less than quarterly~~
 - a) Annual report provided to City Council on total number of meetings held
 - b) Some exemptions including Planning and Design Review
3. Revise pre-meeting attendance requirement to **strongly encourage**
 - a) Applicants shall demonstrate knowledge of current work of the advisory body applied for

Community Safety Committee

Determine if there is City Council consensus for staff to develop legislation to change the Crime Prevention Committee (CPC) into a **Public Community** Safety Committee to include areas:

1. Fire Safety
2. Community Safety and Crime Prevention
3. Emergency Response

* CPC currently develops/promotes crime prevention programs, promotes cooperation with local law enforcement and awareness of methods to prevent crime, as well as advises the City Council regarding crime prevention programs.



Youth Participation

1. Advisory Bodies may request the city to advertise interest for informally recruit and appoint a non-voting* youth member
* Participates in voting but will not count to determine the outcome
2. Youth member must be a resident or student in El Cerrito of high school age
3. Parent/Guardian consent to participation
4. Orientation/Handbook Training (includes Code of Conduct) and Sexual Harassment Prevention training required
 - a) No other general rules or requirements apply
5. Encouraged to evaluate and share experience with Council



NEXT STEPS

- Public Comments
- Council Discussion
- Provide Staff Direction
- Return with applicable legislation





SUPPLEMENTAL AGENDA MATERIALS REGULAR CITY COUNCIL MEETING

December 5, 2023

(Revised December 7, 2023)

1. Public Comments (Not on the Agenda and Consent Calendar)
2. Agenda Item 7.B. - Agreement with Carahsoft to Procure Spot AI Security Video Surveillance Management and Storage System for City Facilities
 - a. Revised Agreement
3. Agenda Item 8.A. - Proposed East Bay Sanitary Garbage & Organic Waste Collection and Post-Collection Rates and Integrated Waste Management Fees -
- Effective January 1, 2024
 - a. Presentation
 - b. Public Comments
4. Agenda Item 9.A. - Construction Contract Award for the El Cerrito Del Norte Transit-Oriented Development Complete Streets Project, City Project No.C4014, Federal Project No. CML 5239(029)
 - a. Presentation
5. Agenda Item 9.B. - Adoption of the City of El Cerrito Strategic Plan 2024-2029
 - a. Presentation
 - b. Public Comments
6. Agenda Item 9.C. - Study Session on City Board, Commission, and Committees
 - a. Public Comments
 - b. Revised Presentation

From: [Cordell Hindler](#)
To: [City Clerk](#)
Subject: Public Comments
Date: Thursday, November 30, 2023 1:47:15 PM

Caution! This message was sent from outside your organization.

Hello Mayor Motoyama, Council Members and Staff,

I AM Submitting the Following Comments Into the Record:

1. For a Future Agenda, The Council Should Direct Staff to Provide an Update on the Class & Comp Study
2. Also to Have Danny Wan to Provide a Presentation on the Port of Oakland
3. I Apologize for not Attending the Workshop Last Month

Sincerely
Cordell

From: [Stuart Sonatina](#)
To: [City Clerk](#)
Subject: Public comments – not on the agenda
Date: Tuesday, December 5, 2023 1:01:50 PM

Caution! This message was sent from outside your organization.

Councilmembers,

Though I cannot attend the 2023-12-05 council meeting in person, I'd still like to continue to encourage El Cerrito City council to pursue a quick-build approach to installing bike infrastructure in El Cerrito ASAP. The reasons go on and on, but here are a few key ones:

- Progress on our Climate Action Plan cannot be made without a significant reduction in vehicle miles traveled.
- [110 Americans are killed every day](#) by a car crash.
- Complaints about cars driving too fast around our city are one of the most common public comments here in El Cerrito.

[Vision Zero](#) cities like Berkeley are making real progress with nothing but paint, delineators, and signs. Boulder [reduced their default speed](#) from 25 to 20 mph two and a half years ago. Let's catch up!

El Cerrito has almost no protected bike lanes. Installing 7 miles of protected bike lanes in El Cerrito ([we paved 26.7 miles in 2009](#)) could [decrease the fatal and severe injury crash rate by 50%](#). I highly recommend checking out the [quick-build guide](#) released by the California Bicycle Coalition in 2020.

Let's begin with protected bike lanes on Ashbury!

Thank you,
Stuart Sonatina

Vision Zero
[Visionzeronetwork.org](https://visionzeronetwork.org)

Boulder #20IsPlenty
<https://boulder.colorado.gov/council-action-guide-vision-zero>

Street Paving
<https://www.el-cerrito.org/632/Street-Paving>

Marshall and Ferencak, 2019
[google.com](https://www.google.com)

Quick Build Guide
<https://altago.com/wp-content/uploads/Quick-Build-Guide-White-Paper-2020-1.pdf>

From: [Karen Pinkos](#)
To: [Karen Pinkos](#)
Cc: [Holly Charléty](#); [Alexandra Orologas](#); [Eric Ng](#); [Woodruff, Sky](#)
Subject: Agenda Item 7A
Date: Tuesday, December 5, 2023 3:27:45 PM
Attachments: [231205 CLEAN El Cerrito Spot AI Terms of Use Updated 11-6-23 - \(1\) LPD.docx.pdf](#)

Hello Councilmembers,

Mayor Motoyama asked the following question, shown below, earlier today. Staff has worked with the vendor to clarify these items which has resulted in a revised agreement, which is attached. The City Clerk will include this email message and the revised document in the supplemental information for tonight's meeting. Staff will be prepared to answer these questions at the meeting tonight.

Thank you,
Karen

7A. What is NASPO? Is this a piggyback procurement like our fire truck with San Jose? Also, I am concerned about conflicting language in the agreement about usage of city data. I would like to add language to the resolution to affirmatively state that we will not allow the use of City data for any reason, including training. On page 13 of the End User Agreement, 3.2 allows remote verification as it deems necessary. Does this mean that Spot AI retains the ability to surveille our system at any time? Isn't this a weakness that could result in a data breach? I have seen this ability but it is usually tied to the user's affirmative consent each time. 5.3 says we may permit use of our data but I would like us to explicitly say they may not. 5.4 (ii) should be deleted to pursuant to section 5.3. 7.3 should note that we are not allowing the use of our data by Spot AI so there should be no City liability under this section. Page 25 talks about "evaluation". Are we doing this? We don't need to be beta testers so we should affirmatively say no so that 6.b will not apply.

Karen Pinkos, ICMA-CM
[City Manager](#)
City of El Cerrito
10890 San Pablo Avenue
El Cerrito CA 94530
(510) 215-4301
(she/her/hers)
[@kepinkos](#)
[www.el-cerrito.org](#)
[@cityofelcerrito](#)

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

This END USER AGREEMENT (the “Agreement”) is between Spot AI, Inc., a Delaware corporation headquartered in California (“Spot AI”) and you as a customer and user (“Customer”).

This Agreement is effective on the earlier of a date on an executed Order Form, or the date Customer uses the Products (“Effective Date”).

By executing an Order Form, clicking a box referencing this Agreement, or accessing or using the Product, Customer signifies that Customer has read, understood, and agrees to the terms of this Agreement. This Agreement applies to Customer and all users who access the Spot AI Products under Customer’s account.

1. DEFINITIONS, As used herein:

1.1

“Agreement” means this Agreement or an Evaluation Agreement as defined in Schedule 2, together with any Order Form or Schedules referenced, collectively referred to as the “Agreement”.

1.2

"Confidential Information" means, (a) with respect to Customer, Customer Data, (b) with respect to Spot AI, Spot AI Products, including without limitation all information relating to the Spot AI Products (including all Customer feedback) and trade secrets and (c) with respect to both parties, any and all non-public technical, developmental, marketing, sales, operating, performance, cost, know-how, business plans, business methods, and process information, techniques, or ideas disclosed to the other party. For convenience, a disclosing party may, but is not required to, mark written Confidential Information with the legend "Confidential" or an equivalent designation.

1.3

"Documentation" means Spot AI's then-current technical and/or functional

documentation provided to Customer.

1.4

"Hardware" means the hardware system into which the Software is installed.

1.5

"Intellectual Property Rights" means all Spot AI patents, design rights, copyrights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights.

1.6

"Products" means any Hardware, Software, Documentation, programs, tools, systems, data, or other materials provided to Customer.

1.7

"Support" means Spot AI's then-current support offering specified in the attached Schedule 1, which Spot AI may update from time to time at its sole discretion.

1.8

"Software" means any and all software Products licensed to Customer under this Agreement, including any updates or new releases.

1.9

"Order Form(s)" means any order form for the Products and related Support ordered by Customer, including by extension, increases in the quantity of connected cameras or other devices which may be agreed to between the parties.

2. LICENSE GRANT

2.1

Subscription License. Subject to Customer's compliance with this Agreement and during the Subscription Term, Spot AI grants to Customer a non-exclusive, non-transferable, limited, subscription based, right and license to use the Products at specified site(s) in the United States solely

for internal business use and testing purposes.

2.2

Customer agrees Products shall be located at Customer's facilities or Customer-managed facilities and be maintained in Customer's direct possession. Customer will impose the restrictions contained in this Agreement on any employee, Affiliate, contractor, or other party who may use the Products on its behalf, and a breach of the Agreement terms by any such party shall be considered a breach by Customer. Customer shall not lease, loan, resell, sublicense or otherwise distribute the Spot AI Products to third parties.

3. PRICE, PAYMENT, AND DELIVERY

3.1

Fees. Customer agrees to pay to Spot AI the fees for Products as specified in the Order Forms ("Fees"). Shipments are FOB Origin. If Customer payment is more than twenty (20) days overdue, Spot AI reserves the right to disable Customer's use of the Products, provided it has given at least 10 days' notice of such intent.

3.2

Verification. Spot AI shall be permitted to remotely verify Customer's usage of the Products (as it deems reasonably necessary) solely to verify the number of connected cameras or other devices. If Spot AI discovers under-reported or underpaid fees related to usage or connected devices, Spot AI shall invoice and Customer shall pay such underpaid fees based on the Customer's Order Form pricing or Spot AI's then-current price list and terms and conditions in effect at the time.

3.3 Taxes. Fees do not include sales, VAT, withholding, use, property, or similar taxes. Customer is responsible for payment of such taxes, however designated or incurred, and Customer will reimburse Spot AI for any taxes paid or payable on behalf of Customer. Customer agrees and understands

that the calculation of taxes may be affected by the delivery method and delivery location of the Software and Hardware.

4. TERM and TERMINATION

4.1

Term. This Agreement becomes effective on the Effective Date and shall continue until the license end date of the last active Order Form, unless terminated earlier as provided hereunder ("Subscription Term").—Any requests to renew an Order Form shall be provided thirty (30) days prior to the expiration of the then-current Subscription Term.

4.2

Termination. Each party will have the right to terminate this Agreement if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof. Customer's breach of its obligations under Sections 6 or 10 or if Customer files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, shall result in an immediate termination.

4.3

Effects of Termination. Upon any termination hereunder, Customer shall immediately cease use of, and shall irretrievably destroy or return (at Spot AI's request), all copies of the Spot AI Products and Confidential Information in every form. Spot AI will give Customer seven (7) days to download or otherwise save Customer Data, after which Customer will have no access to the Spot AI dashboard or interface, and Spot AI will have no access to Customer Data.

4.4

Survival. Sections 3, 4.2, 5, 7, 8, 9, 10, 11.3, 11.4, 11.5, and 11.7 shall survive such termination. In the event of any termination hereunder, Customer shall not be entitled to any refund of any payments made by Customer, except to the extent the cause of termination has been

finally determined to result from a breach of Section 6.1 (Performance Warranty), in which case, Customer is entitled to a pro-rata refund of any prepaid, unused Fees. Termination for any other reason shall not relieve Customer from its obligation to pay Fees that remain unpaid.

5. INTELLECTUAL PROPERTY RIGHTS

5.1

Reservation of Rights. The Spot AI Products, and all Intellectual Property Rights embodied therein, shall be the sole and exclusive property of Spot AI or its or their licensors, subject to any limited license rights expressly granted to Customer in Section 2 above. Customer shall not copy, translate, disassemble, decompile, nor reverse engineer the Software or other Spot AI Products, nor create or attempt to create the source code from the object code of the Software or other Spot AI Products. Customer is permitted to back up Customer Data in accordance with good information technology practice.

5.2

Feedback. You hereby grant to Spot AI a royalty-free, worldwide, assignable, sublicensable, irrevocable, perpetual license to use, modify and incorporate into the Spot AI Products any suggestions, enhancement requests, recommendations or other feedback about the Spot AI Products provided by you hereunder.

5.3

Customer Data. Customer understands and agrees that by using the Spot AI Products, Customer may be capturing and collecting video recordings and images and related information (collectively, "Customer Data"). In connection with Customer's use of the Products, Customer may also be permitting Spot AI to access that Customer Data, including Customer Data that may contain personally identifiable information of third parties, including employees, business partners or other individuals. Customer is

responsible for securing and protecting Customer Data collected by Customer while using Spot AI Products.

5.3 Amendment: SPOT AI will only use Customer Data for the purpose of providing access to and facilitating use of the Software by Customer.

SPOT AI will not use Customer's Data for the purposes of training SPOT AI's artificial intelligence models or improving SPOT AI's products.

5.4

Ownership; Use by Spot AI. As between Customer and Spot AI, Customer owns the Customer Data. Spot AI does not claim any ownership rights in or to the Customer Data. However, in order for the Products to operate and for Spot AI to provide Support, Spot AI may need the right to access the Customer Data. Customer hereby grants to Spot AI a worldwide, non-exclusive, non-transferable (except to an Affiliate), royalty-free license, to use, view, copy, process, store, transmit, and otherwise access Customer Data only for the purposes of (i) providing the Products and Support to Customer, and (ii)-as directed by Customer. Spot AI also reserves the right to use Customer Data as may be required by law.

5.5

Rights of Third Parties. It is Customer's sole responsibility to provide notice to, and obtain any necessary consents from, users, employees or other persons regarding collection, processing, and storage of Customer Data (including video recordings). Customer represents and warrants that neither Customer's collection, use and/or transmission of the Customer Data, including video recordings and images, if applicable, nor Customer's use of Customer Data as described herein will infringe, misappropriate or violate a third party's intellectual property rights or rights of publicity or privacy or result in the violation of applicable law. Customer agrees to use, deploy and implement all reasonable administrative, operational and physical security systems and practices to protect and safeguard its own

and third-party data (including Customer Data), computing systems, networks, physical locations and facilities and all Confidential Information.

6. PERFORMANCE WARRANTY

6.1

Warranty. Spot AI warrants that the Software will substantially conform to its Documentation during the Subscription Term, unless the Software is not used in accordance with the Documentation or is modified by Customer or a third party. Spot AI does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that it meets all of Customer's business requirements. If Customer reports and Spot AI validates the existence of a Software nonconformance, Spot AI will repair or replace the nonconforming Software. This is Customer's sole and exclusive remedy under this warranty. If Hardware is confirmed to be defective, Spot AI will promptly replace the Hardware with a functioning equivalent system within a commercially reasonable time and will assist Customer with its installation.

6.2

Express Disclaimer. SPOT AI AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

7. THIRD PARTY CLAIMS

7.1

Infringement and Defense of Customer. Spot AI shall defend Customer against claims brought against Customer by any third party alleging that Customer's Use of the Software, in accordance with the terms and

conditions of this Agreement, constitutes a direct infringement or

1. misappropriation of such third party's patent claim(s), copyright or trade secret rights, and Spot AI will pay damages finally awarded against Customer (or the amount of any settlement Spot AI enters into) with respect to such claims. This obligation of Spot AI shall not apply if the alleged infringement or misappropriation results from (i) Use of the Software in conjunction with any other software outside of Spot AI-created integrations; (ii) Use of the Software with an apparatus, system or device other than the Hardware; (iii) failure to promptly use an update provided by Spot AI if such infringement or misappropriation could have been avoided by use of the update; or (iv) any use not permitted by this Agreement. This obligation of Spot AI shall not apply only if (1) Customer fails to timely notify Spot AI in writing of any such claim; and (2) Spot AI is materially prejudiced by Customer's failure to provide or delay in providing such notice.

Spot AI is permitted to control fully the defense and any settlement of any such claim as long as such settlement shall not include a financial obligation on or admission of liability by Customer. In the event Customer declines Spot AI's proffered defense, or otherwise fails to give full control of the defense to Spot AI's designated counsel, then Customer waives Spot AI's obligations under this Section 8.1. Customer shall reasonably cooperate in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to Spot AI. Spot AI expressly reserves the right to cease such defense of any claim(s) in the event the Software is no longer alleged to infringe or misappropriate, or is held not to infringe or misappropriate, the third party's rights. Spot AI may settle or mitigate damages from any claim or potential claim by substituting alternative substantially equivalent non-infringing programs and supporting documentation for the Software. Customer shall not undertake any action in response to any infringement or misappropriation,

or alleged infringement or misappropriation of the Software that is prejudicial to Spot AI's rights.

7.2

THE PROVISIONS OF THIS SECTION 8.1 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF SPOT AI AND ITS LICENSORS TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

7.3

Infringement and Defense of Spot AI. Subject to the remainder of this Section, Customer shall defend any action brought against Spot AI by a third party to the extent that it is based upon a claim related to: (i) Customer's collection of Customer Data and/or Customer's distribution thereof to Spot AI that is necessary to support Customer's use of the Software, or (ii) any violation of any third party right or applicable laws in connection with any Customer Use of the Software, Hardware or Spot AI Products; and indemnify Spot AI from any resulting settlement amounts, and for any resulting costs and damages finally awarded by a court of competent jurisdiction in connection with such claim(s), provided that Spot AI promptly provides Customer with notice of such claim; allows Customer sole control over the defense thereof and related settlement negotiations; and reasonably cooperates in response to Customer's requests for assistance. This obligation of Customer shall not apply only if (1) Spot AI fails to timely notify Customer in writing of any such claim; and (2) Customer is materially prejudiced by Spot AI's failure to provide or delay in providing such notice.

Customer may not settle or compromise such a claim without Spot AI's prior written consent. In the event Spot AI declines Customer's proffered defense, or otherwise fails to give full control of the defense to Customer's designated

counsel, then Spot AI waives Customer's obligations under this Section 7.3.

8. LIMITATIONS OF LIABILITY

8.1

Not Responsible. Spot AI and its licensors will not be responsible under this Agreement (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect or liability is caused by Customer, a modification (other than a modification made by Spot AI which is provided through Spot AI Support or under warranty), or third-party software; or (iii) if the Software is used in conjunction with any third party software for which the Customer lacks sufficient rights from the third party vendor for such use; or (iv) for any Customer activities not permitted under this Agreement. SPOT AI AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE SOFTWARE AND/OR THIRD-PARTY SOFTWARE LICENSED OR HARDWARE PROVIDED HEREUNDER.

8.2

Exclusion of Damages; LIMITATION OF LIABILITY. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, EXCEPT FOR (I) DAMAGES RESULTING FROM (A) UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION; OR (B) DEATH OR PERSONAL INJURY ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (II) EITHER PARTY'S OBLIGATIONS UNDER SECTION 8; OR (III) SPOT AI'S RIGHT TO COLLECT UNPAID FEES, UNDER NO CIRCUMSTANCES AND REGARDLESS OF THE NATURE OF ANY CLAIM SHALL SPOT AI, ITS LICENSORS OR CUSTOMER (1) BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT IN EXCESS OF THE AMOUNT OF TOTAL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY

PRECEDING THE BREACH OR \$300,000 USD, WHICHEVER AMOUNT IS LESSER OR (2) BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ATTORNEYS' FEES, COURT COSTS, INTEREST OR EXEMPLARY OR PUNITIVE DAMAGES.

8.3

The provisions of this Agreement allocate the risks between Spot AI and Customer. The Fees reflect this allocation of risk and the limitations of liability herein.

9. CONFIDENTIALITY

9.1

Use of Confidential Information. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party : (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder, and who are under obligations of confidentiality substantially similar to those set forth herein. As used herein "Reasonable Steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

9.2

Exceptions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.

9.3

Confidential Terms and Conditions; Publicity. Customer shall not disclose the terms and conditions of this Agreement or the pricing contained herein to any third party, except as required by law. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Customer agrees that Spot AI may use

Customer's name in customer listings or, at times mutually agreeable to the parties, as part of Spot AI's marketing efforts (including reference calls and stories, press testimonials, site visits, and case studies).

10.ASSIGNMENT

10.1

Neither party may assign this Agreement without the prior, written consent of the other party, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets.

11.GENERAL PROVISIONS

11.1

Waiver. The waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach.

11.2

Severability. If any provision of this Agreement is found to be unenforceable, the provision will be enforced to the maximum extent permissible to fulfill the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

11.3

Regulatory Matters. Each party will comply with all federal, state, and local laws and regulations applicable to it with respect to the Products, including all export control regulations and restrictions of the United States or any other country. Customer will ensure that none of the Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations.

11.4
Governing Law; Limitations Period. This Agreement will be deemed to have been made in, and will be construed pursuant to the laws of, the State of California and the United States without regard to the conflict of law provisions thereof. The United Nation's Convention on Contracts for the International Sale of Goods is expressly excluded from application to this Agreement. The sole venue for all disputes relating to this Agreement will be in Santa Clara County, California.

11.5

Notices. A notice or other communication under this agreement will be effective when received by the party to which it is addressed. Notices sent by overnight courier or certified mail should be sent to the executive office of Spot AI as found on its website at the time of notice, or to Customer's address as found in Spot AI's records, and are considered delivered at the time noted by the carrier. Notices sent by email should be sent in the case of Spot AI to legal@spotai.co, or to Customer's email address as found in Spot AI's records, and will be considered given only upon acknowledgement (other than automatic "read receipt" or similar), but may

not be used for notice of a material breach, which shall occur by exchange of letter(s).

11.6

Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

11.7

Entire Agreement. This Agreement constitutes the entire agreement between Spot AI and Customer and supersedes all previous representations and discussions. This Agreement may be modified only by a writing signed by both parties.

SCHEDULE 1: SUPPORT SERVICES

Spot AI will provide technical Support to Customer, subject to Customer's payment of all applicable fees and compliance with the Agreement. Spot AI may access the Hardware for maintenance purposes and to implement bug fixes, planned upgrades, and feature changes.

Spot AI will provide Support for errors, bugs, or other reported issues, except that Spot AI will not be responsible for addressing or resolving problems that are caused by Customer. Spot AI may access the Hardware to diagnose reported problems. Customer will be obligated to provide Spot AI with sufficient access, information, and data to enable Spot AI to reproduce a reported issue.

Support will be provided through email and telephone communication during Spot AI Support's normal business hours, i.e., from 9:00 a.m. to 6:00 p.m. Pacific time on regular U.S business days.

Spot AI will respond to support requests within two (2) business days; resolution times will vary depending on the type and severity of the issue.

Services that are outside the scope of Spot AI's support obligations include support for Software which has been subject to unauthorized modification by Customer or for which all required maintenance releases have not been implemented by Customer; Support requested due to a cause beyond Spot AI's the reasonable control (e.g., floods, fires, loss of electricity or other utilities); and negligence, operator error, or improper use of hardware or software by Customer or any third party.



Public Hearing: Proposed East Bay Sanitary Rates & Integrated Waste Management Fees Effective January 1, 2024



New Carts!

Presentation to City Council
December 5, 2023

R3
CONSULTING
GROUP, INC.



Agenda

- El Cerrito's Solid Waste Services
- 2024 Rate Changes Overall
- Funding Plan for Zero Emission Vehicle (ZEV) Purchases
- Garbage and Organics Waste Collection Adjustments
- Post Collection Adjustments
- Integrated Waste Management Fee
- Requested Council Actions

El Cerrito's Solid Waste Services

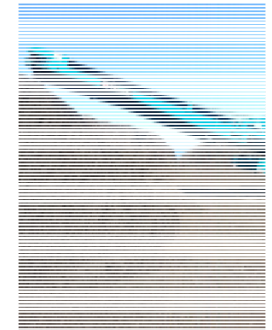
**Integrated Waste
Management (IWM):**
Curbside Recycling,
Recycling Center &
Related Services



New Carts!

East Bay Sanitary (EBS):
Garbage and Organic
Waste Collection

RecycleMore and Republic: Post-Collection Services



Recent Accomplishments

- New Black Garbage Carts and Blue Recycling Carts
- Renewable Diesel for City Fleet
- New Curbside Routing Software
- Continued Implementation SB 1383 and all Provisions of the New Franchise Agreement
- Planning for New Post Collection Agreement to begin in Jan. 2026
- Developed Compliant Disposable Foodware guide and other resources for foodware businesses to help them comply with the City's Expanded Foodware Ordinance

2024 Solid Waste Rates

- Residential rates in 2024 are proposed to increase by 5.06% to 5.50%
- Commercial rates in 2024 are proposed to increase by 4.87% to 5.48%
- EBS's portion of Solid Waste rates in 2024
 - Lower adjustment due to debris box revenues
- IWM portion in 2024 The IWM Fees have not been changed in two years, since January 1, 2022
 - IWM Fees need to increase greater than planned to fund future ZEV purchases

2024 Residential Rates

Table 1: Proposed Monthly Rates for Residential Customers

Garbage Container Size	EBS Collection (2024)	Post- Collection (2024)	IWM Fee (2024)	TOTAL Monthly 2024	TOTAL Monthly 2023	Monthly Change
20 Gallon Cart	\$ 23.04	\$ 5.46	\$ 21.39	\$ 49.89	\$ 47.29	\$ 2.60
35 Gallon Cart	\$ 32.35	\$ 9.57	\$ 23.39	\$ 65.31	\$ 62.15	\$ 3.16
64 Gallon Cart	\$ 64.69	\$ 19.13	\$ 45.85	\$ 129.67	\$ 123.42	\$ 6.25

2024 Commercial and Multi-Family Rates

Table 2: Proposed Monthly Rates for Commercial/Multi-family Customers

Garbage Container Size	EBS Collection (2024)	Post- Collection (2024)	IWM Fee (2024)	TOTAL Monthly 2024	TOTAL Monthly 2023	Monthly Change
20 Gallon Cart	\$ 25.11	\$ 5.46	\$ 21.39	\$ 51.96	\$ 49.26	\$ 2.70
35 Gallon Cart	\$ 35.21	\$ 9.57	\$ 23.39	\$ 68.17	\$ 64.88	\$ 3.29
64 Gallon Cart	\$ 70.43	\$ 19.13	\$ 45.85	\$ 135.41	\$ 128.88	\$ 6.53
1 Cubic Yard (Loose)	\$ 232.57	\$ 55.34	\$ 165.27	\$ 453.18	\$ 432.12	\$ 21.06
2 Cubic Yards (Loose)	\$ 448.83	\$ 110.67	\$ 330.50	\$ 890.00	\$ 847.93	\$ 42.07

Funding Plan for Zero Emission Vehicle Purchases

- Current EBS Rates and IWM Fees do not cover the additional costs of zero emission (ZEV) collection vehicles
- ZEV solid waste vehicles are known to be ~\$500,000 per vehicle more than diesel vehicles - in current 2023 dollars, and not inclusive of charging infrastructure
- Engage consultant(s) for ZEV transition planning including feasibility and cost of fueling infrastructure
- Proposed 2024 EBS Rates and IWM Fees are projected to provide \$335,000 (~\$167,500 each for EBS and City IWM) in new funding which can be used to fund future ZEV implementation
- Using this approach, ~\$167,500 in ZEV funding will be generated annually to start building capacity for ZEV transition. After three years there would be adequate funding for City to consider purchase of one zero emission vehicle
- Using this approach, ~\$167,500 in ZEV funding will be generated for EBS to start building capacity for ZEV transition. After three years there would be potential EBS to purchase one zero emission vehicle, subject to terms and conditions of Franchise Agreement

EBS Collection Rate Adjustment

- EBS receives compensation for Garbage and Organic Waste Collection Services exclusively from rates charged to residents and businesses
- Compensation is set at an annual rate revenue amount
- Over (or under) collection of compensation compared to the annual rate revenue amount carries forward to future years
- EBS annual rate revenue is adjusted via Refuse Rate Index (RRI) per the Franchise Agreement (Executed in 2022)
- For 2024, the RRI calculates a 3.80% increase to EBS's compensation, which is offset by surplus revenues from 2022
- Proposed 2024 EBS rates will cover EBS's 2024 compensation while also providing for ZEV funding
- Overall, proposed rates are increasing below inflation

EBS Post-Collection Rate Adjustment

- EBS pays for “post-collection” pass-through costs to Republic Services per Post-Collection Agreement (PCA) set at \$128.55/ton for 2024
- Post-collection costs are adjusted annually per PCA and include the City’s costs for Household Hazardous Waste (HWW) services, and the City’s costs for membership in the RecycleMore Joint Powers Authority (JPA)
- Post-collection costs also include City’s costs for RecycleMore JPA compliance with State Laws (AB 1826 and SB 1383)
- Post-collection costs also include coverage of organics processing costs, requested by Republic as a “Change in Law” in 2022 and put into place in 2023
- Proposed 2024 customer rates set to compensate EBS for these post-collection pass-through costs

**Table 3:
Proposed EBS Collection and Post Collection Rates
for Residential Garbage (including 64-gallon
Organics) Component of the Rate**

Garbage Container Size	EBS Collection (2024)	Post- Collection (2024)	EBS Total (2024)	EBS Total (2023)	Monthly Change
20 Gallon Cart	\$ 23.04	\$ 5.46	\$ 28.50	\$ 27.43	\$ 1.07
35 Gallon Cart	\$ 32.35	\$ 9.57	\$ 41.92	\$ 40.43	\$ 1.49
64 Gallon Cart	\$ 64.69	\$ 19.13	\$ 83.82	\$ 80.85	\$ 2.97

Table 4: Proposed EBS Collection and Post Collection Rates for Commercial/Multi-family Garbage (Including 64-gallon Organics) Component of the Rate

Garbage Container Size	EBS Collection (2024)	Post-Collection (2024)	EBS Total (2024)	EBS Total (2023)	Monthly Change
20 Gallon Cart	\$ 25.11	\$ 5.46	\$ 30.57	\$ 29.40	\$ 1.17
35 Gallon Cart	\$ 35.21	\$ 9.57	\$ 44.78	\$ 43.16	\$ 1.62
64 Gallon Cart	\$ 70.43	\$ 19.13	\$ 89.56	\$ 86.31	\$ 3.25
1 Cubic Yard (Loose)	\$ 232.57	\$ 55.34	\$ 287.91	\$ 278.68	\$ 9.23
2 Cubic Yards (Loose)	\$ 448.83	\$ 110.67	\$ 559.50	\$ 541.04	\$ 18.46

Table 5: Proposed EBS Collection and Post Collection Rates for Additional Organics

Organics Container Size	EBS Collection (2024)	Post-Collection (2024)	EBS Total (2024)	EBS Total (2023)	Monthly Change
35 Gallon Cart (each Addtl.)	\$ 16.18	\$ 4.78	\$ 20.96	\$ 20.22	\$ 0.74
64 Gallon Cart (each Addtl.)	\$ 32.36	\$ 9.57	\$ 41.93	\$ 40.44	\$ 1.49
One Cubic Yard	\$ 224.03	\$ 55.34	\$ 279.37	\$ 270.53	\$ 8.84

EBS Service Charges

- Exhibit 3 to the EBS Franchise Agreement includes Service Charges that EBS may bill customer for specific services
- Service Charges are for services like contamination, overage, cleaning, backup services, extra bags of solid waste, lock and key service, and disposal of furniture and other items (outside of free annual bulky waste collection service)
- Per the Franchise Agreement, EBS may request annual CPI adjustment to Service Charges
- EBS has requested and is allowed a 4.42% CPI adjustment to the Exhibit 3 Service Charges

Integrated Waste Management Fee Adjustment

- City's Integrated Waste Management (IWM) Fees fund City costs for recycling collection (including processing and marketing), the operations of the Recycling + Environmental Resource Center, and related programs
- City also is responsible for current and future compliance with unfunded mandates via State Law (AB 341, AB 1826 and SB 1383)
- Proposed 2024 IWM Fees set to cover City base operating needs and provide for ZEV funding

Table 6: IWM Fee Component

Garbage Container Size	IWM (2024)	IWM (2022)	Monthly Change
20 Gallon Cart	\$ 21.39	\$ 19.86	\$ 1.53
35 Gallon Cart	\$ 23.39	\$ 21.72	\$ 1.67
64 Gallon Cart	\$ 45.85	\$ 42.57	\$ 3.28
1 Cubic Yard (Loose)	\$ 165.27	\$ 153.44	\$ 11.83
2 Cubic Yards (Loose)	\$ 330.50	\$ 306.89	\$ 23.61

Table 7: IWM Fees Component

Organics Container Size	IWM (2024)	IWM (2022)	Monthly Change
35 Gallon Cart (each Addtl.)	\$ 11.70	\$ 10.86	\$ 0.84
64 Gallon Cart (each Addtl.)	\$ 22.93	\$ 21.29	\$ 1.64
One Cubic Yard	\$ 38.13	\$ 35.40	\$ 2.73

IWM Service Charges

- EBS has ability to bill Service Charges for additional services, but City has not previously set IWM Fees for all these Services Charges
- City does provide additional services and needs the ability to direct EBS to charge customers for contamination
- Charging for contamination is a key means of cleaning up recycling and enforcing SB 1383
- Staff proposes to Council to set IWM Fee Service Charges for a handful of services, at amounts identical to EBS

Table 8: IWM Service Charges

Service Charges (Per Service / Incident)	
Contaminated Container Charge (per incident after warnings)	\$26.11
Contaminated Container Charge (per incident after warnings)	\$26.11
Cart Replacement	\$64.87
Return for Service	\$26.11
Extra Dump on Recycling Cart	\$28.14
Extra Dump on 1 YD Container	\$115.38
Extra Dump on 2 YD Container	\$204.72
Lock and Key Set for Carts or Containers	\$31.33
Locking System Installation on Containers	\$156.63

Preview of Upcoming Actions in 2024

- New Post Collection Agreement Procurement Process
- ZEV Fleet Implementation Planning
- Continue Implementing SB 1383 and all Provisions of the New Franchise Agreement

Requested Council Actions

- Conduct a public hearing and upon conclusion adopt a resolution establishing maximum allowable East Bay Sanitary (EBS) garbage and organic waste collection and post-collection rates, effective January 1, 2024.
- Conduct a public hearing and upon conclusion adopt a resolution fixing and setting Integrated Waste Management (IWM) Fees effective January 1, 2024.



Questions and Comments

From: [Howdy Goudey](#)
To: [City Clerk](#)
Subject: Public comment - agenda item 8A - waste collection fees
Date: Tuesday, December 5, 2023 12:39:23 PM

Caution! This message was sent from outside your organization.

Dear Mayor Motoyama and Council members,

The following regards the East Bay Sanitary (EBS) and Integrated Waste Management (IWM) waste collection fee setting, item 8A on your Council agenda tonight.

First of all, I welcome and support the inclusion of explicit funding for the implementation of zero-emission waste collection vehicles in the waste collection fee setting. This is an important step. I hope you will request regular reporting on this topic, at the time of the annual rate setting, to demonstrate progress and report actual costs incurred and available funds for planned expenditures to transition the fleet.

One question that is not addressed by the staff report, is what happened to the \$500k from the IWM that the Council wisely decided not to spend on an unnecessary second new diesel collection truck, a few months ago, when the Council authorized the purchase of one new diesel collection truck, instead of two? Presumably some/all of those funds should be available to spend on infrastructure to transition to zero-emission vehicles, or save up for a new zero-emission truck? Did this \$500k get spent on something else, instead?

It is unclear why the proposed \$167,500 raised annually for zero-emission vehicles, in each of the EBS and IWS funds, is being described as lumped together when they are separate budgets and separately operated fleets. It is great that both funds/fleets are proposing to collect money allocated toward zero-emission vehicle implementation, but aren't these independent efforts? It doesn't make sense to say that together they raise \$335k per year and that in three years that would fund a zero emission vehicle in both fleets, as stated. Given the 1 million dollar estimated price tag it would actually mean that, in 3 years, only one zero emission vehicle could be purchased, with half of the funding from EBS and the other half from IWM. Is this really how it would work? One fund subsidizing the other's fleet? It seems more likely that the rate of fund accumulation needs to be accelerated in each fund to adequately pursue transition for both fleets in parallel.

Given that, in last year's budget, there was a "spare" \$500k available to purchase a truck that wasn't really needed (and in the end wasn't purchased), it suggests the IWM budget is already quite generous and potentially has a bit of "extra cash on hand." If there really is this much play in the budget, it is important to prioritize the spending of funds in relation to the proposed increases. Again, I fully support a rapid accumulation of funds to implement a timely transition to a zero-emission vehicle fleet. However, given the "extra" funds apparently available, I would also strongly advocate for funding serious programmatic efforts to reduce waste generation in the first place, rather than just focussing the expenditures on the handling and processing of waste. The more we can reduce waste, the more those collection and processing costs go down, providing a far more sustainable future both environmentally and fiscally. Please provide direction to staff that the IWS should explicitly budget more funding toward waste reduction education and programming to actively reduce waste generation

volumes in El Cerrito.

Example waste reduction programs that also tie into new and expanded library facilities could include: frequent Fix-it clinics, and ongoing resources (education, guidance, and tools) for repair, tool lending library resources, specialty cooking equipment library resources and other shared resources that reduce independent consumption and waste.

Thanks for your time and consideration,
Howdy Goudey
El Cerrito



El Cerrito Del Norte TOD Complete Streets City Project C4014 Construction Contract



Public Works Department

City of El Cerrito City Council Meeting

December 5, 2023

Project Background & Design





IMPLEMENT MULTI-MODAL TRANSPORTATION IN 2014
SAN PABLO AVENUE SPECIFIC PLAN & 2016 ACTIVE
TRANSPORTATION PLAN

SUPPORT EXISTING AND PLANNED TRANSIT-ORIENTED
DEVELOPMENT (TOD)

CREATE A SAFE & COMFORTABLE ENVIRONMENT
THAT BALANCES THE NEEDS OF ALL USERS

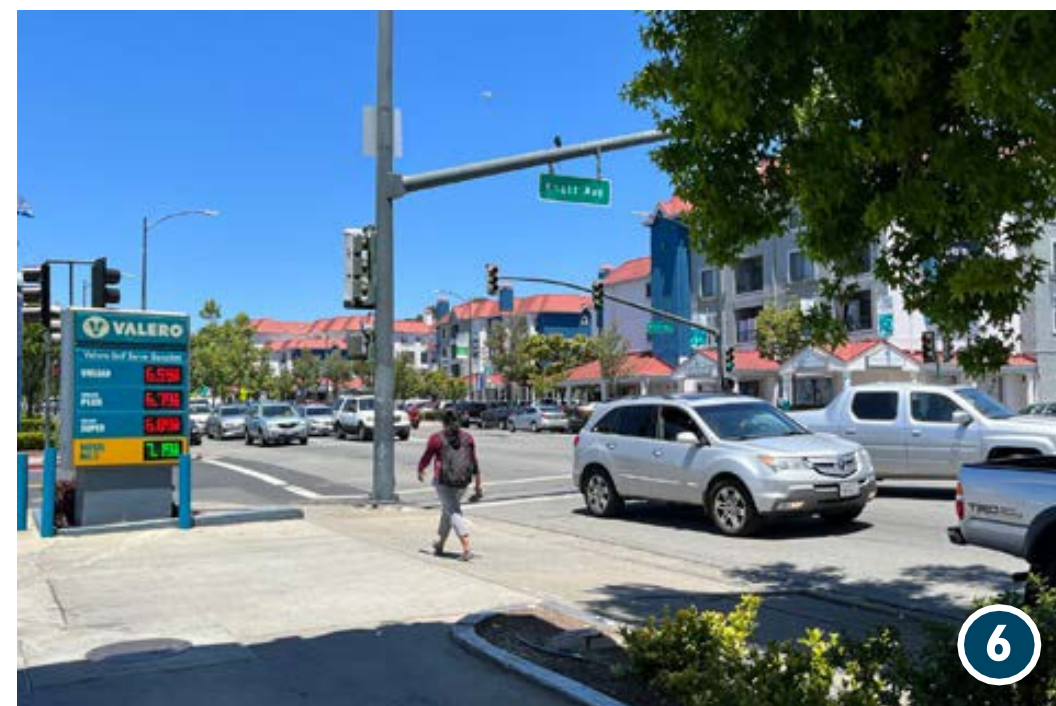
SUPPORT DEL NORTE BART STATION AS A KEY LOCAL &
REGIONAL TRANSPORTATION HUB BY IMPROVING TRANSIT
RIDER ACCESS AND SAFETY

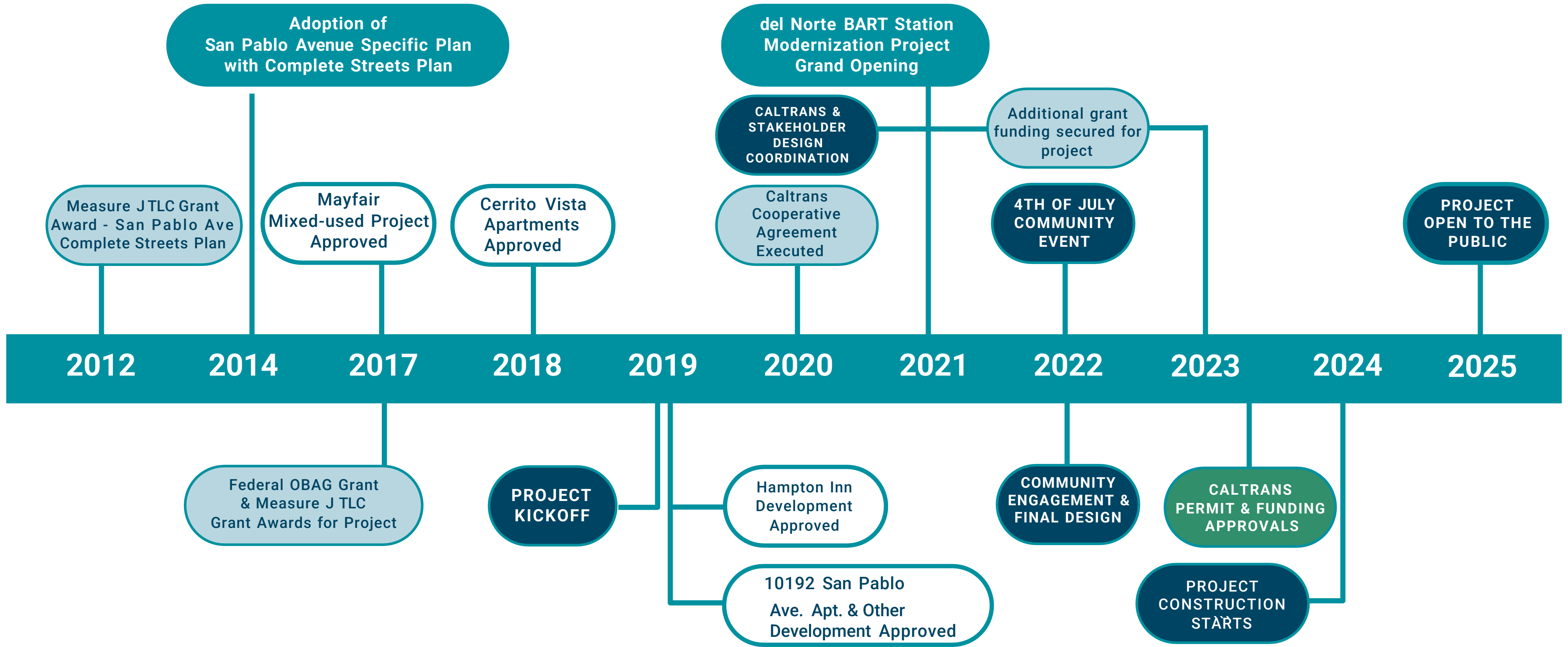


EL CERRITO DEL NORTE TOD
COMPLETE STREETS IMPROVEMENT PROJECT

PROJECT GOALS







EL CERRITO DEL NORTE TOD
COMPLETE STREETS IMPROVEMENT PROJECT

PROJECT TIMELINE



Design & Construction Teams

- **Preliminary Engineering & Support:** BKF, Anchor, Avila Project Management
- **Design:** CSW/Stuber-Stroeh Engineering Group with WRT Design
- **Construction Management:** Ghirardelli Associates with Inspection Services, VSCE, and Merril Morris Partners



WHY IS THIS PROJECT IMPORTANT FOR EL CERRITO?

The Complete Streets improvements are intended to:

- Catalyze and support transit-oriented development by creating a safe and comfortable environment that balances the needs of all street users.
- Improving pedestrian and bicyclist safety and access to housing, businesses and a key transportation hub.
- Offset some of the intense transportation impacts in the San Pablo Avenue del Norte area due to proximity to I-80 and continue to help encourage mode-shift to walking, biking and taking transit.
- Support economic development in Uptown El Cerrito and create a “sense of place”.
- Improve overall environmental quality in the project area.



Credit: Steve Price, Urban Advantage



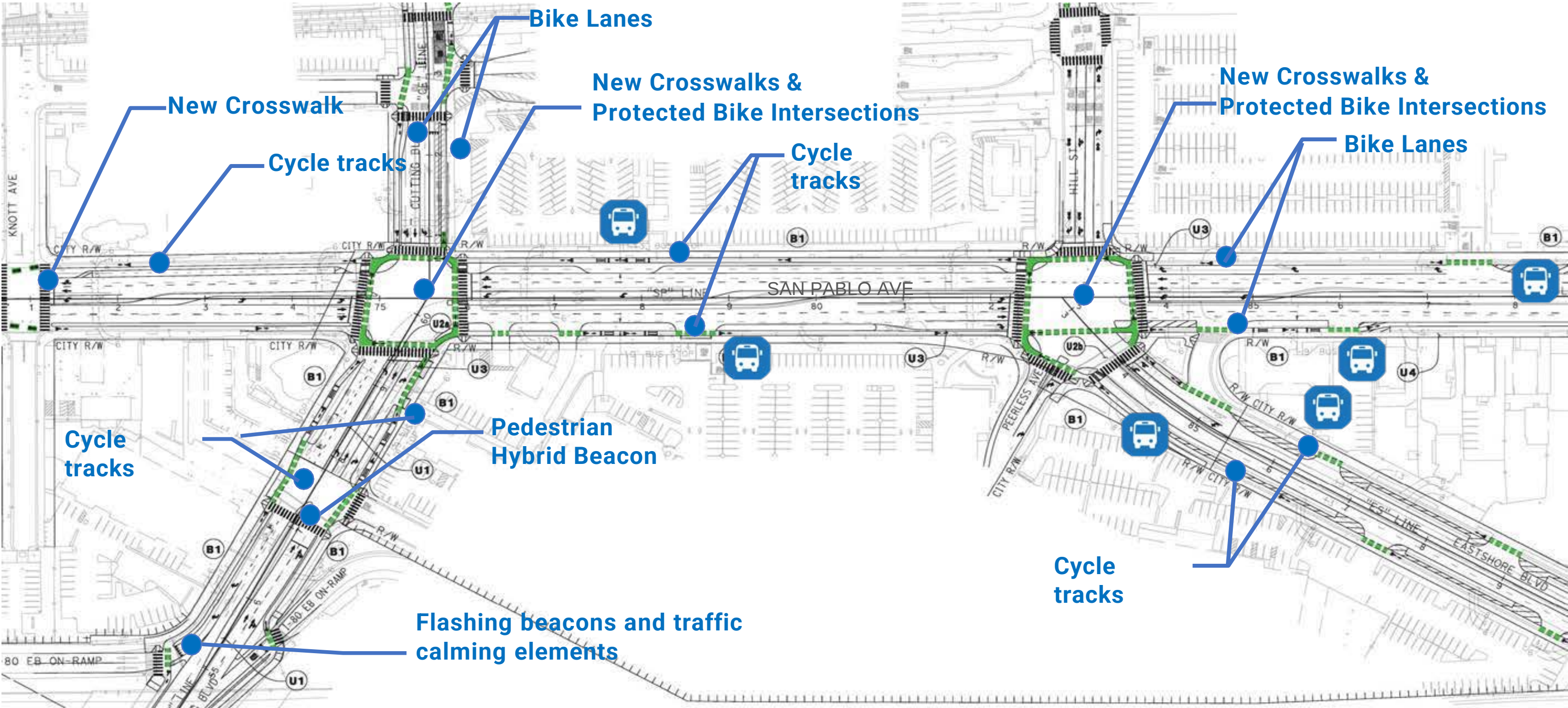
EL CERRITO DEL NORTE TOD
COMPLETE STREETS IMPROVEMENT PROJECT

PROJECT BENEFITS



PROJECT ELEMENTS

- New & Enhanced Crosswalks
- New & Enhanced Bikeways
- ADA Curb Ramps & Sidewalk
- Bus Boarding Islands
- Simplify Circulation & Repurpose Street ROW
- Signalized Intersection Improvements
- Streetscape Amenities



EL CERRITO DEL NORTE TOD
COMPLETE STREETS IMPROVEMENT PROJECT

PROJECT ELEMENTS



NEW & ENHANCED CROSSWALKS



EL CERRITO DEL NORTE TOD
COMPLETE STREETS IMPROVEMENT PROJECT

PROJECT ELEMENTS



CYCLE TRACKS



EL CERRITO DEL NORTE TOD
COMPLETE STREETS IMPROVEMENT PROJECT

PROJECT ELEMENTS



BUS BOARDING ISLANDS



EL CERRITO DEL NORTE TOD
COMPLETE STREET IMPROVEMENT PROJECT

PROJECT ELEMENTS



INTERSECTION IMPROVEMENTS



EL CERRITO DEL NORTE TOD
COMPLETE STREETS IMPROVEMENT PROJECT

PROJECT ELEMENTS



STREETSCAPE



EL CERRITO DEL NORTE TOD
COMPLETE STREETS IMPROVEMENT PROJECT

PROJECT ELEMENTS



FUNDING PLAN



Funding Source	Amount
Safe Routes to BART (SR2B) Grant	\$812,977
One Bay Area Grant Cycle 2 Federal Grant (OBAG2)	\$4,960,000
Contra Costa Transportation Authority Measure J Transportation for Livable Communities (CCTA TLC)	\$2,312,000
West Contra Costa Transportation Authority Subregional Transportation Mitigation Program	\$1,189,980
State Affordable Housing Sustainable Communities Grant (Mayfair)	\$2,900,800
SB1 Local Partnership Program-Formulaic	\$400,000
Transportation Fund for Clear Air	\$185,000
Various City Funds	
SB1 Local Streets & Roads	\$151,680
Gas Tax	\$15,000
City Transportation Impact Fee (TIF)/Developer Contributions	\$1,371,334
Other – Add TIF, SB1 or Measure A Street Improvements	\$595,677
Total Project Funding	\$14,894,448



EL CERRITO DEL NORTE TOD
COMPLETE STREETS IMPROVEMENT PROJECT

PROJECT FUNDING



Bidding & Budget



BID PROCESS

- ❖ **Advertise Notice Inviting Bids: September 28 and October 5, 2023 in West County Times**
- ❖ **Mandatory Pre-Bid: October 11, 2023**
- ❖ **Bid Opening: October 26, 2023, Two (2) Responsive Bids**
 - ❖ Base Bid plus all three Additive Alternates
 - ❖ Low bid \$9.4 million of from **Ghilotti Bros, Inc.**, 11% Below Engineer's Estimate
 - ❖ Disadvantaged Business Enterprises (DBE) Participation of 30%

Name and Location of Bidder	Base Bid	Additive Alternate 1 – Pedestrian Flashing Beacons at Freeway Ramps	Additive Alternate 2 – Raised Concrete/ Landscape Bike Buffers	Additive Alternate 3 – Hill Street	Grand Total
Ghilotti Bros. Inc., San Rafael, CA	\$8,663,976.00	\$71,513.00	\$452,753.00	\$210,647.00	\$9,398,889.00
J.J.R. Construction, San Mateo, CA	\$13,797,004.30	\$82,121.50	\$552,288.00	\$364,852.00	\$14,796,265.80
Engineer's Estimate	\$9,663,142.00	\$242,550.00	\$446,983.00	\$225,356.00	\$10,578,031.00



EL CERRITO DEL NORTE TOD
COMPLETE STREETS IMPROVEMENT PROJECT

BIDDING & BUDGET



CURRENT COST ESTIMATE

❖ \$14.3 million based on the amount of the low bid and contract change order amount

Phase	Amount
Planning/Conceptual Design (PC)	\$1,166,718
Environmental Studies (ENV)	Included in PC Phase
Final Design–Plans, Specs & Estimates (PSE)	\$1,063,049
Construction (CON)	\$10,338,889
Construction Management (CM)	\$1,730,115
Total Project Cost	\$14,298,771



ADOPTED BUDGET AND CAPITAL IMPROVEMENT PROGRAM

- ❖ Appropriations of \$12.14 million in the FY 2023-24 Adopted Budget and Capital Improvement Program (CIP) in the Capital Improvement Fund (grants and TIF), SB1 Local Streets & Roads Fund and Measure A Street Improvements Fund
- ❖ Do not need the additional TIF, SB1 Local Streets & Roads, Measure A Street Improvements
- ❖ Need to amend to account for the SR2B grant expenditures in the amount of \$812,977 and design-related expenditures funded by the WCCTAC STMP in the amount of \$66,100 that extended into FY 2023-24



EL CERRITO DEL NORTE TOD
COMPLETE STREETS IMPROVEMENT PROJECT

BIDDING & BUDGET



PROPOSED ACTIONS

Award Construction Contract:

- Approve plans and specifications for the Project
- Accept 2 bids submitted
- Authorize the City Manager to execute a contract for \$9,398,889 with Ghilotti Bros, Inc. and to approve change orders not exceeding \$940,000

Amend FY 2023-24 Adopted Budget and Capital Improvement Program to appropriate \$879,077 in the Capital Improvement Fund for the Project



CONTACT

For more information visit:

WWW.EL-CERRITO.ORG/TRANSFORMINGDELNORTE

Questions:

Public Works Department, (510) 215-4382,
pworks@ci.el-cerrito.ca.us



EL CERRITO DEL NORTE TOD
COMPLETE STREETS IMPROVEMENT
PROJECT



THANK YOU



City of El Cerrito

Citywide Strategic Plan 2024-2029

December 5, 2023

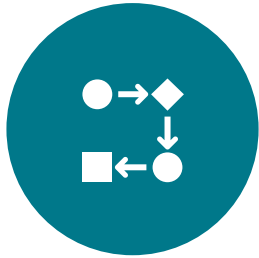
Nancy Hetrick, Managing Director, Baker Tilly



Management
Partners



For City Council Consideration



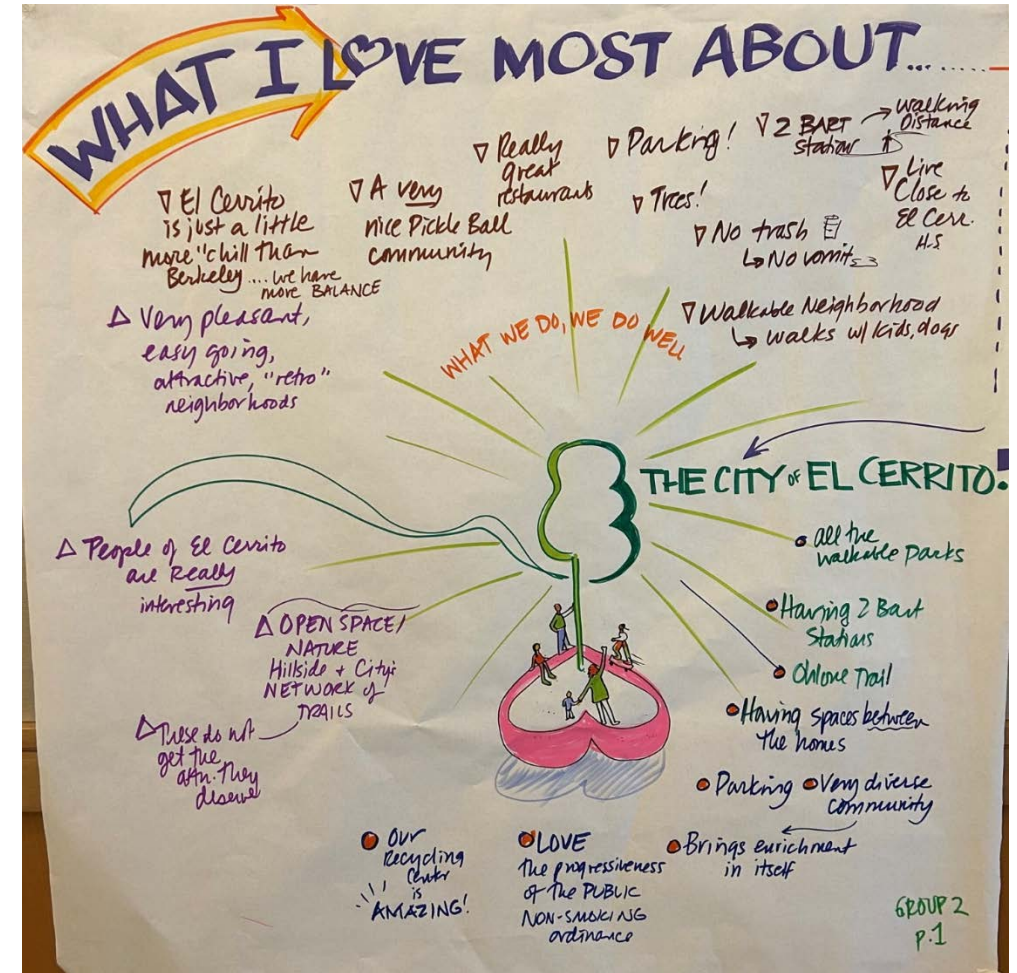
Strategic Planning Process Overview



Vision, Mission and Values



Goals and Strategies



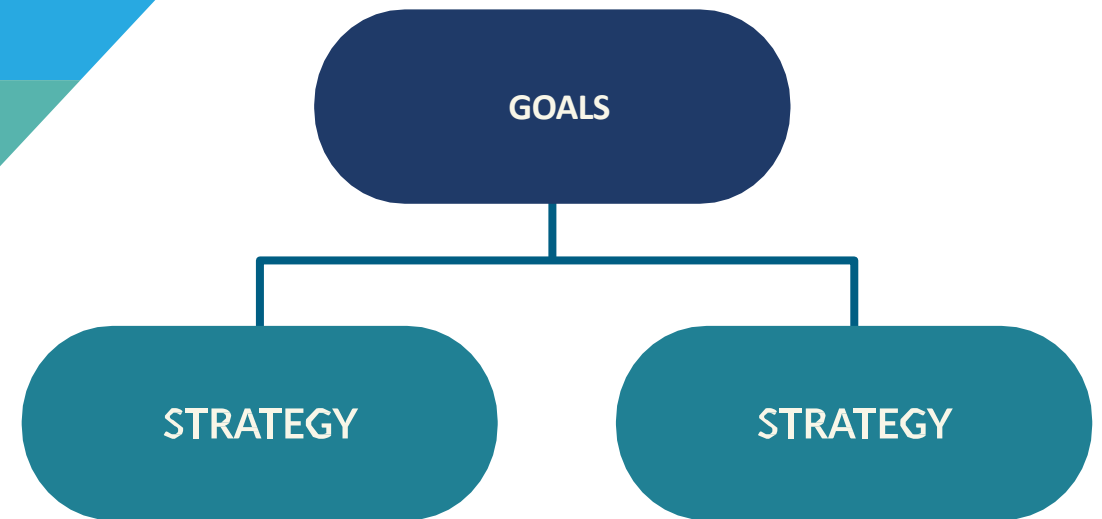
“Big Rocks”

**Don't fill up the bucket
with so many small
rocks that there isn't
room for the big ones**

**Put the big
rocks in first**

**Then add the small
ones where there is
room**

Strategic Plan Framework



Process Overview

Conducted
interviews
with Mayor
and City
Council
members

Provided
guidance for
environmental
scan

Administered
employee
survey and
reviewed NCS
survey themes

Conducted
stakeholder
focus groups

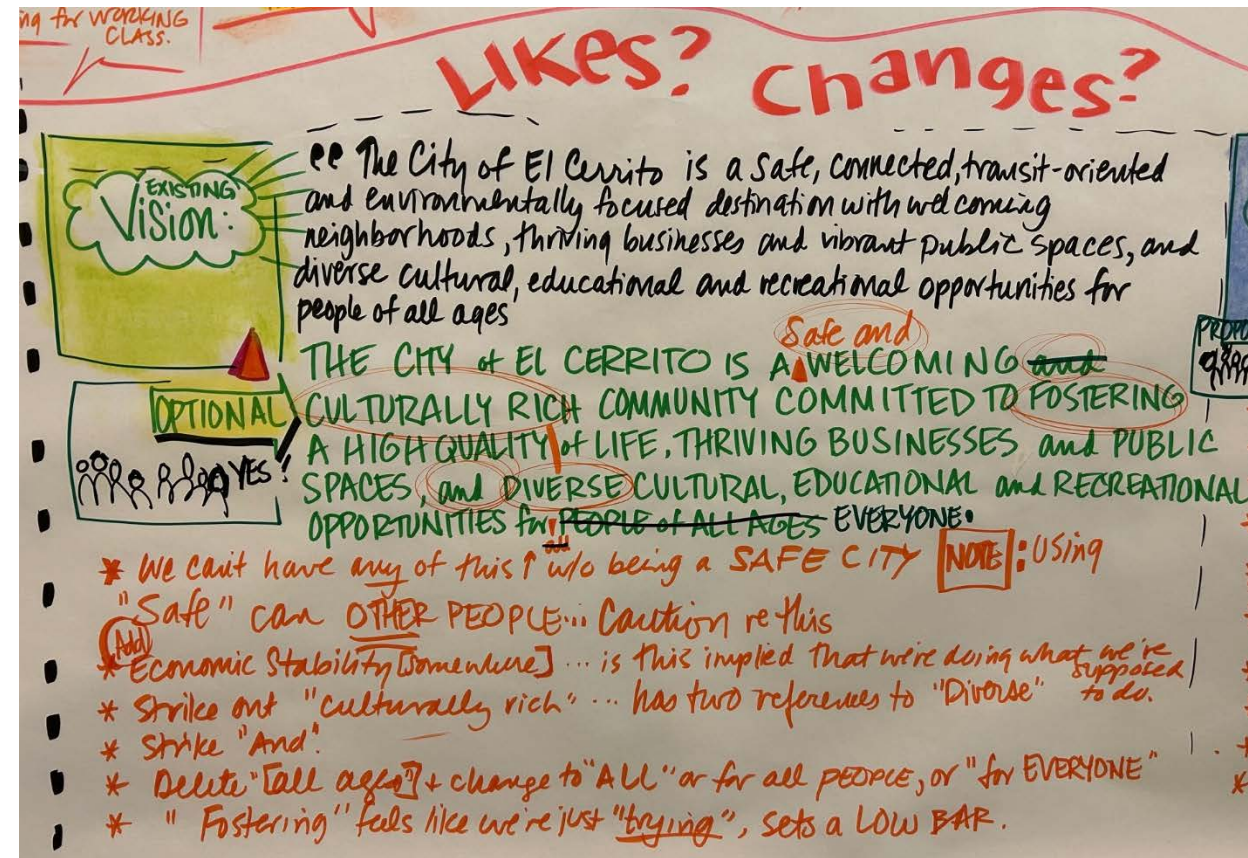
Engaged
community
voices

Engaged
Department
Directors

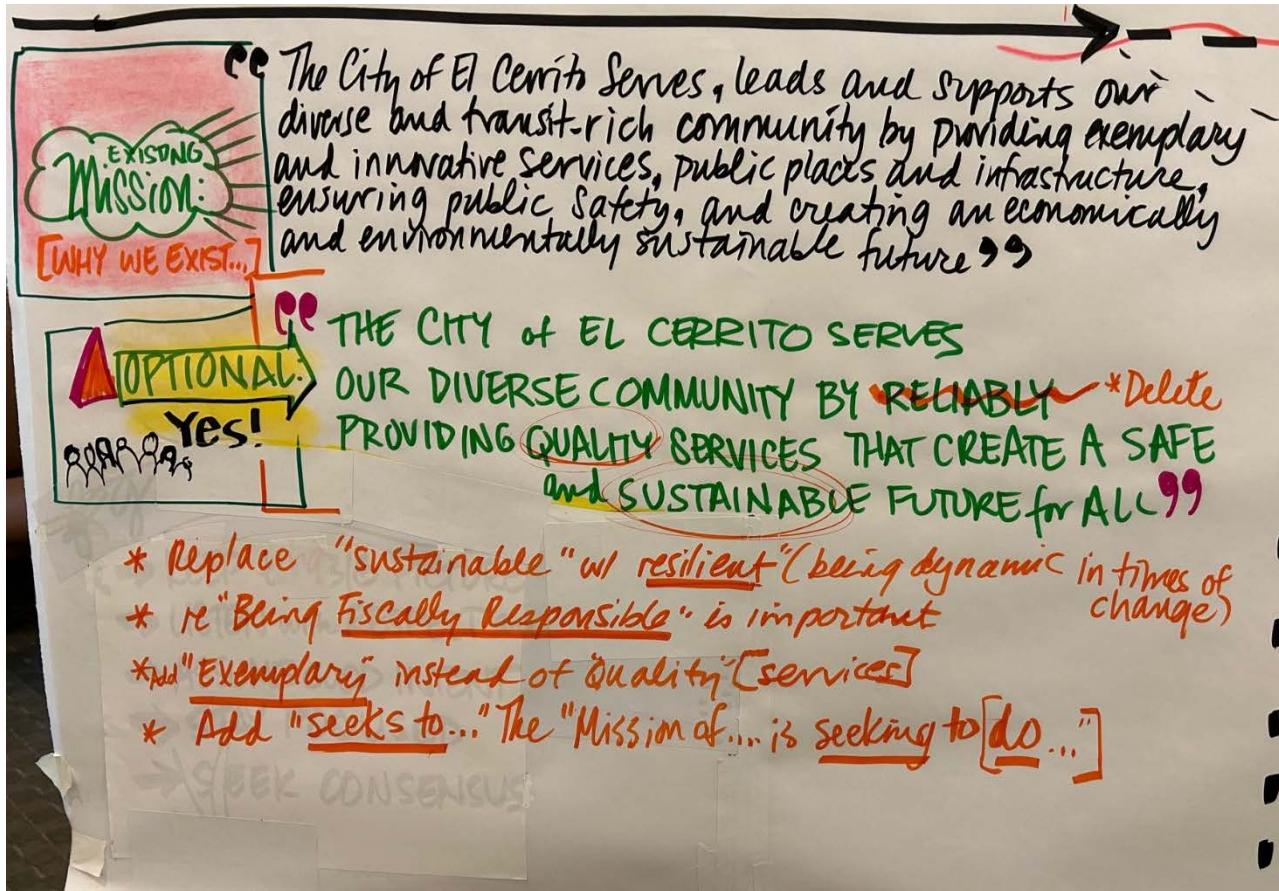
Facilitated
strategic
planning
workshop

Proposed Vision Statement

The City of El Cerrito is a welcoming community committed to a high quality of life, thriving businesses and public spaces, and diverse cultural, educational and recreational opportunities for everyone.



Proposed Mission Statement



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

Organizational Values

Ethics and Integrity

We exercise good judgement, while keeping the public's interest in mind; we know and follow ethical rules and do the right thing, even when no one is looking.

Fiscal Responsibility

We ensure responsible stewardship of the City's finances and assets while delivering services in the most cost-effective and efficient manner

Transparency and Open Communication

We practice public transparency to ensure accountability and build trust; we foster community participation and inclusion and provide access to information regarding matters of public interest.

Professional Excellence

We implement best practices, encourage innovative and creative approaches to problem solving, commit to continuous improvement and timely response, and foster a positive work environment that is sensitive to the needs of others.

Inclusiveness and Respect for Diversity

We demonstrate compassion and respect for others, cultivate a welcoming sense of belonging, and ensure our actions focus on equity in everything we do.

Strategic Goals



High Performing Organization

Ensure the city maintains a strong financial position and a high-performing organization where employees feel a sense of inclusion and belonging.



Community Safety

Maintain public safety responsiveness and ensure community emergency preparedness.



Livability and Belonging

Promote a high quality of life and sense of community for current and future generations.



Infrastructure and Amenities

Advance climate focused, sustainable infrastructure efforts that have community benefit.



Environmental Sustainability

Promote environmental sustainability and stewardship by engaging in initiatives that reduce our carbon footprint, conserve natural resources, and foster a culture of environmental responsibility.



High Performing Organization

Ensure the city maintains a strong financial position and a high-performing organization where employees feel a sense of inclusion and belonging.

Strategies

- Preserve and expand revenue sources that provide sufficient resources to deliver services and programs to the community.
- Develop financing strategies for capital investments and deferred facility and other infrastructure needs as identified in the long-range financial plan.
- Cultivate a positive organizational culture where employees experience a sense of belonging that results in teamwork, innovation, and outstanding services to the community.
- Increase public communication and engagement to ensure access to services and promote community events.
- Improve technology systems to increase automation and efficiency and strengthen cybersecurity.



Community Safety

Maintain public safety responsiveness and ensure community emergency preparedness.

Strategies

- Maximize funding levels for technology investments that promote efficient and effective public safety operations.
- Align public safety services with community needs based on a data-driven decision-making approach.
- Strengthen El Cerrito's overall emergency preparedness capabilities, resources, and tools and implement changes as needed to ensure the City is properly positioned to respond to disasters.
- Evaluate options for a new Public Safety Center that is centered on community.
- Sustain and enhance climate-adapted resilience and forest conservation activities in the Hillside Nature Area.
- Ensure on-going training and availability of equipment to meet community needs.



Livability and Belonging

Promote a high quality of life and sense of community for current and future generations.

Proposed Strategies

- Leverage the City's pro-housing designation to attract new and infill development for all income types.
- Support businesses and economic growth.
- Advance the San Pablo Avenue Specific Plan to create a livable, vibrant, and diverse corridor.
- Update the General Plan to reflect and address current community values.
- Evaluate options for older adult services.
- Develop a citywide equity plan.
- Expand public art and cultural programs.
- Create a downtown community hub anchored by the Plaza Transit-Oriented Development and a new library.
- Improve parks and recreation facilities.



Infrastructure and Amenities

Advance climate focused, sustainable infrastructure efforts that have community benefit.

Strategies

- Invest in the maintenance, rehabilitation and development of sustainable, climate-adapted infrastructure and community assets (i.e., electric vehicle infrastructure).
- Conduct a facility needs assessment to evaluate and prioritize investment in city facilities, including updating and implementing the ADA transition plan.
- Improve sidewalks and connections to enhance safety, accessibility, comfort, and convenience.
- Implement major initiatives associated with the Parks and Recreation Facilities Master Plan (i.e., citywide trails and bikeway network).
- Complete and implement major Public Works infrastructure improvements (i.e., the Storm Drain Master Plan Update and the Local Road Safety Plan/Comprehensive Safety Action Plan).
- Complete construction of Complete Streets and Ohlone Greenway projects.
- Identify funds to off-set General Fund contributions for infrastructure improvements (i.e., Landscape and Lighting Assessment District and clean water programs).



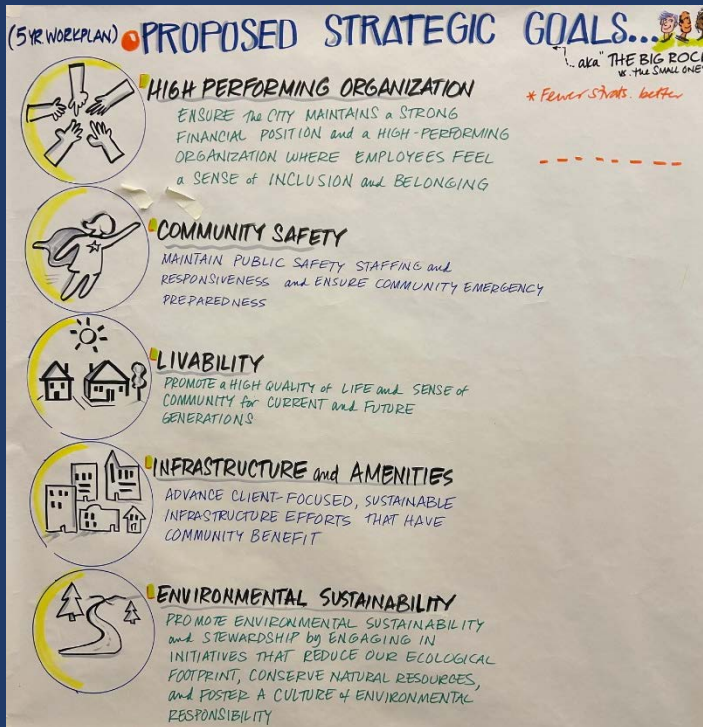
Environmental Sustainability

Promote environmental sustainability and stewardship by engaging in initiatives that reduce our carbon footprint, conserve natural resources, and foster a culture of environmental responsibility.

Proposed Strategies

- Update and implement the Climate Action and Adaptation Plan and infuse it in all that we do.
- Maintain and leverage the Recycling Center as a community asset.
- Develop a plan to support the infrastructure needed to shift to clean energy vehicles.
- Promote strategies that address the climate emergency.
- Seek regional funding for environmental solutions.

Next Steps

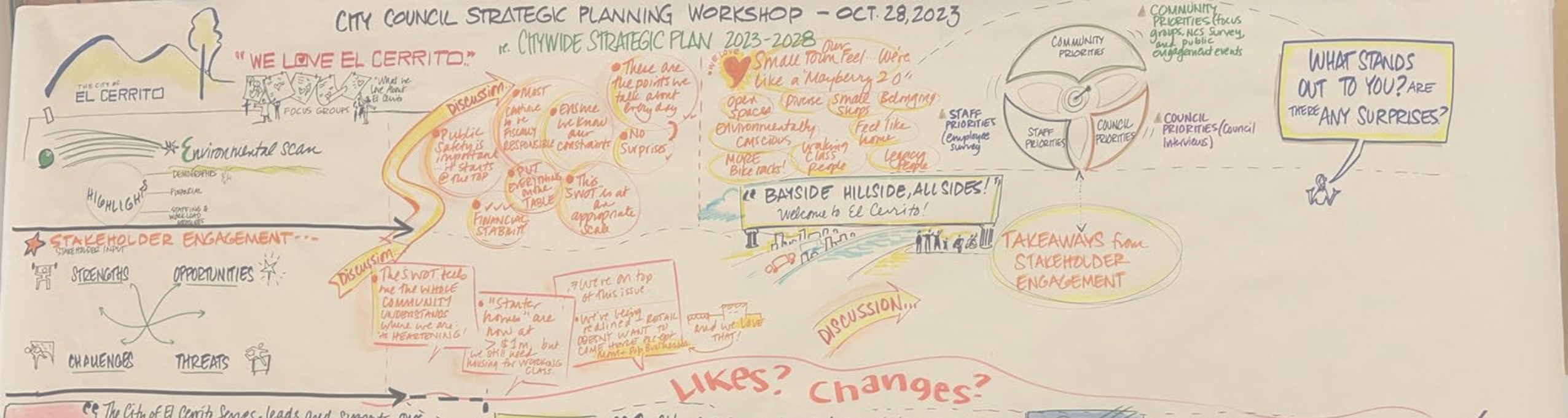


City Council
adopts Strategic
Plan Elements

Prepare Strategic
Plan document

Develop
Implementation Plan
with the support
of Baker Tilly





Thank you!

Nancy Hetrick, Managing Director

nancy.hetrick@bakertilly.com

From: [Ira Sharenow](#)
To: [Holly Charléty](#); [City Clerk](#)
Cc: [Lisa Motoyama](#); [Paul Fadelli](#); [Tessa Rudnick](#); [Gabe Quinto](#); [Carolyn Wysinger](#)
Subject: Item 9B Strategic Plan (12/5/2023)
Date: Sunday, December 3, 2023 9:41:50 AM

Caution! This message was sent from outside your organization.

I was very excited to see that the El Cerrito government has decided to make a commitment to open governance. I really liked the following

Transparency and Open Communication

We practice public transparency to ensure accountability and build trust; we foster community participation and inclusion and provide access to information regarding matters of public interest

Now is the time for the city to move past the words of an expensive public relations firm and demonstrate with actions that the government is committed to transparency.

I ask that the government take the following actions.

1. Release all documents related to the May library survey
2. Release all documents related to the October library survey
3. Release the raw data from the surveys
4. Explain why the proposed library tax went from \$173 per year for 30 years to \$300 per year forever
5. Explain the government's strategy, if any, for dealing with the \$85 million pension liability
6. Explain the government's strategy, if any, for dealing with the decline in the pavement condition index. From 2016 to 2022 the score plummeted from 85 to 69.
7. Explain the government's strategy, if any, for renting space for a senior center. The city spent hundreds of thousands of dollars promoting an extravagant library. It should be able to afford about \$100,000 for a senior center
8. Pass a resolution that would prohibit management from buying lunch for council members, especially if it is on the taxpayers' dime
9. Require all government officials to take a course on the open meetings law and then have the officials make a written commitment to open government
10. Require management to take a training on how to work cooperatively with members of the community who offer alternative viewpoints. The public is not the enemy of the government. This training would be paid for by reducing the number of out of town trips that senior management takes.

Ira Sharenow
El Cerrito, CA

From: [Sue Duncan](#)
To: [City Clerk](#)
Subject: Agenda Item 9B
Date: Tuesday, December 5, 2023 12:25:22 AM

Caution! This message was sent from outside your organization.

City Council,

Upon reading the proposed Strategic Plan for 2024-2029, I noticed that under Community Safety, the 5th bullet point, that prevention of wildfire through vegetation management in HNA was not mentioned. All that is said is "Sustain and enhance climate-adapted resilience and forest conservation activities in the Hillside Natural Area"

What does this mean? Forest conservation? Does this mean conserve the eucalyptus along with the native oaks and other important trees? This is very vague.

It seems to me that something like "plan, fund and implement robust wildfire prevention actions based on current fire science in HNA" should be included.

Remember 3 things,

1) Hillside Natural Area has been a wildfire threat to El Cerrito before climate change began. We have a letter and a newspaper article from previous ECFD fire chiefs pointing out the danger to life and homes posed by HNA before climate change was a huge threat.

2) reread EC Council Resolution 2021-37

3) below is the summary of the wildfire threat evaluation recently done by Carol L. Rice as part of the Coastal Conservancy grant project to prepare yet another plan for HNA management. I sent this to you in a letter several meetings ago but feel I should send it again to emphasize my point that wildfire needs to be mentioned in the Strategic Plan as it is an ever-present threat and could destroy a lot of the city. It should not be ignored or swept under the carpet.

Here is the summary conclusion from the Executive Summary Wildfire Risk and Conclusion prepared by Carol L. Rice, Senior Wildfire Manager, as part of the consultant's report for the HNA Fire Resilience and Vegetation Management Plan. Please read this carefully.

"Conclusion

Because of the steep slopes and abundant fuel, along with hot dry temperatures and occasional strong winds, the risk of wildfire in and around the El Cerrito HNA is quite high. Long flame lengths and tree torching are expected for most of the area in the HNA; these pose threats to the hillside residences and the community. Fortunately, the moderate fire spread rates expected in the HNA may assist fire containment when fire suppression efforts are not thwarted by long flames. The level of risk (based on flame lengths, rate of fire spread and values at risk) are among the highest in the East Bay Hills.

This level of risk can be reduced by three actions: vegetative fuel management in the HNA and in residential yards, retrofitting structures to be ignition-resistant and diligence in ignition prevention. The areas of highest priority for vegetative fuel management are those nearest homes (both above and below the HNA), and those locations with greatest flame lengths. Ignition prevention involves the entire community focusing on fire-safe behaviors, along with creation and

maintenance of fuels (both vegetative and structural) that are ignition-resistant."

Thank you for your consideration of this.
Respectfully,
Sue Duncan

From: Scott Tipping
To: City Clerk
Subject: public comments – agenda item # 9B, Strategic Plan, Community Safety
Date: Tuesday, December 5, 2023 9:30:34 AM
Attachments: [EL CERRITO FIRE DEPARTMENT.pdf](#)
[El Cerrito Kensington Wildfire Action Plan 2017.pdf](#)

Caution! This message was sent from outside your organization.

Honorable Mayor and city Council Members,

I would like to call your attention the omission of reference to wildfire safety in the 2024-2029 strategic plan, specifically under the “Community Safety” section.

There’s NO references to wildfire prevention or fire safety in spite of this being noted as a high priority by many citizens, including at recent public workshops to develop the strategic plan and many, many times by the community to the city council and staff.

May I suggest that under ”Community Safety; Strategies” add an additional line something to the effect of “Wildfire safety and prevention is a high priority for our community. Continue to update and find ways to better follow and implement the recommendations in City of El Cerrito – Kensington Wildfire Action Plan CWPP”

Please be aware the current consultants (LSA) working on the HNA plan have done fire modeling, and identified a wildfire in this area would be catastrophic to the entire city regardless if it is an “off shore” or “on shore” wind condition.

Attached is a letter from a previous Fire Chief for El Cerrito that outlines this extreme hazard in great detail. Also attached is the [El Cerrito - Kensington Wildfire Action Plan - CWPP](#). Section 4 is particularly useful and names HNA specifically. This is the adopted plan by the city council, fire department and county. The CWPP will also be a key document in pursuing grants and funding from sources outside of the City.

Thank you for consideration of this matter.
Respectfully,

Scott Tipping


Sent from my iPad



EL CERRITO FIRE DEPARTMENT

10900 San Pablo Avenue
El Cerrito, CA 94530

November 9, 1993

Jean and Sam Eagle

El Cerrito, CA 94530

RE: Fire Hazards In the Ravine Behind Quarry Grove, Hillside Natural Area

Dear Mr. and Mrs. Eagle:

Thank you for your letters of September 24 and October 5, 1993 concerning fire hazards in the ravine behind Quarry Grove in the Hillside Natural Area. You identified Monterey pine trees, brush and an accumulation of ground cover vegetation on the steep slope of the ravine causing a fire hazard condition behind your home. We appreciate very much receiving your donation of \$ 500.00 toward abatement of fire hazard conditions within the Quarry Grove ravine, and we anticipate putting this money to good use.

Unfortunately, the removal of any trees or further clearing of invasive brush in the Quarry Grove ravine area must await the conclusion of an environmental review process now underway. We clearly perceive a need to reduce the fire hazard conditions in the Quarry Grove ravine. But until and unless the City of El Cerrito complies with the terms of the California Environmental Quality Act (CEQA) which requires a determination of the likely environmental impacts caused by our intended fire hazard abatement work, we cannot proceed to initiate any new fire hazard reduction work. Work completed thus far within the Hillside Natural Area has been limited to what has been maintained historically. No new work, such as constructing a fuel break and fire road within the Quarry Grove ravine, can be initiated without an environmental clearance.

By way of background, you may be interested to know that over the past 18 months the Fire Department has completed a detailed analysis of the fire hazard conditions in all of the Hillside Natural Area. A draft Fire Hazard Reduction Plan to mitigate the identified fire hazards is being completed, and as stated above, we are presently studying the environmental impacts of our Plan's fuel management prescriptions. The final studies covering Monarch butterfly habitats is expected to be completed in January, with public hearings and a proposed Negative Declaration possibly to follow into March 1994. Presumably if we can obtain a viable Negative Declaration of environmental impacts, we will be able to initiate new fire hazard mitigation work on the public lands in the Spring of 1994.

In reviewing your past correspondence with the City I feel a need to clarify the nature of the fire hazards faced by your neighborhood from the Hillside Natural Area. You have been concerned for a number of years with the fire hazard conditions within the Quarry

Jean and Sam Eagle
November 9, 1993
Page Two

Grove ravine, and I do not wish to further alarm you. I would suggest, however, that the wildland/urban interface fire threat to your neighborhood is more complicated than a simple reduction of east ravine fuel loading would resolve. Please let me elaborate.

The Fire Department is concerned with two kinds of wildland/urban interface fire threats to your home and immediate neighborhood. These have been identified in several public documents, most recently in the 1993 Fire Hazard Analysis of the Hillside Natural Area conducted under sub-contract by David Sapsis and Professor Robert Martin of the University of California, Berkeley. Each fire threat is predicated on the occurrence of extreme fire weather conditions. These threats can be mitigated by fuel management prescriptions specified in the Fire Hazard Reduction Plan and presently under environmental review.

First, without a viable fuel break between the residential yard vegetation and the brush within the ravine, a fire originating in the lower areas of the ravine could spread uncontrollably up the east slope of the ravine and into your neighborhood. Given sufficiently low relative humidity to reduce the moisture content in light and medium dead fuels, given diablo wind conditions in excess of 20 mph, and given a burn duration sufficient to allow for up-slope preheating of the ravine fuel mass, a fire initiating near the mouth of the ravine could ladder to the crowns of the Monterey pines at the rear of your property. The fuels at the bottom of the ravine are of less concern due to the moisture of the riparian zone and the resulting paucity of dead fuels. The drier east slope brush fuels are a major concern for us, since the fuel height could produce active combustion flame lengths in excess of 30 feet and therefore could ladder into the pines. Since there are numerous mature pine trees on private property proximal to several of the homes on Baron and Duke Courts, an active wind-blown crown fire in this grove would shortly conflagrate at least one city block of the neighborhood through aerial spotting, radiant heat exposure and direct flame front movement through the largely uninterrupted fuel mass.

While certainly not desirable, this fire threat is relatively minor when compared to the risk of a crown fire within the Quarry Grove itself. Here we are less concerned with the ravine than with the western and southern aspect slopes of the knob. Surface litter accumulations in excess of two tons per acre within the Quarry Grove and on the steep slopes facing the west and south off the grove knob are highly fire prone. In extreme fire weather conditions we may expect a surface fuel ignition at the base of the hill to develop into a running crown fire within 200 yards as it spreads up into the grove at the top of the knob. Ambient gradient winds out of northeast and east azimuths will not materially affect this uphill easterly fire spread due to both uphill fuel availability and lee side wind eddy effects off the mountain. An active Quarry Grove eucalyptus crown fire would have a fire spotting potential at least fifty times that of the Monterey pines at the western edge of your neighborhood. Radiant heat production from such a fire could be expected to produce ignition temperatures on exposed exterior wood surfaces of structures up to 1000 meters

Jean and Sam Eagle
November 9, 1993
Page Three

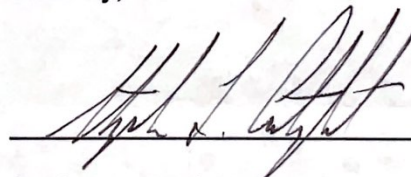
from the grove. The intense thermal column usually produced by a forest crown fire would in this case assist in ember propagation and resultant increased spotting potential, but due to the grove's relative elevation would probably not result in direct convective fire transmission. In other words, a substantial portion of the City will be at risk of conflagration, both in the hills and the flats.

Effective mitigation of the Quarry Grove fire hazards includes surface and ladder fuel reduction to below two tons per acre throughout the grove area, especially on the steep slopes. A fuel break along the east side of the ravine would have little practical value in protecting your neighborhood from a Quarry Grove crown fire, although it would have a significant value in protecting you from a ravine fire per se.

I wanted to explain in some detail the nature of the fire hazards faced by you and your neighbors so that you might better appreciate the scope of the task faced by the City of El Cerrito. With limited resources to reduce fire hazards within the Hillside Natural Area, we must address those hazards which have the greatest threat for the City as a whole. The Quarry Grove surface and ladder fuel loading is only one of the critically high priorities we must address. Similar threats exist off the Julian Court knob, the grove adjacent to Wildwood Place and the Kent-Buckingham draw. Certainly the ravine is important, and when we are able to do so we shall construct a viable fuel break and fire road in this area.

Again, I appreciate your concern, your valuable comments and your financial support.

Sincerely,

A handwritten signature in dark ink, appearing to read "Stephen L. Cutright", written over a horizontal line.

Stephen L. Cutright
Fire Chief

SLC:wp

From: [nick zamorano](#)
To: [City Clerk](#)
Subject: Public Comment Agenda Item 9B
Date: Tuesday, December 5, 2023 1:10:07 PM

Caution! This message was sent from outside your organization.

Honorable Mayor and Council,

I am writing in response to Agenda Item 9B 2024-2029 Strategic Plan for the city of El Cerrito. Under Community Safety Strategies, "maintain public safety responsiveness and ensure community preparedness" there is no mention of wildfire prevention/vegetation management pertaining to the Hillside Nature Area. I did attend the community workshop/focus group and I recall a robust discussion regarding prioritizing wildfire prevention strategies especially in HNA. I also attended the community workshop for the HNA Fire Resilience and Vegetation Management Plan, and again there was overwhelming consensus to include vegetation management/wildfire prevention strategies for the HNA. Hence, I was surprised to see that this language was not included in Agenda Item 9B.

Hopefully this is an oversight and I urge council to rectify this oversight before the adoption of the update to the Strategic Plan 2024.

Respectfully Submitted,
Nick Zamorano
El Cerrito Resident

12/4/2023

El Cerrito City Council
El Cerrito City Hall
10890 San Pablo Ave.
El Cerrito, CA 94530

Mayor Motoyama and City Council Members,

The following recommendation, regarding the policy revisions proposed by the Council Ad hoc Committee for advisory bodies, was unanimously approved at the Nov. 9th 2023 meeting of the Environmental Quality Committee.

Move/Second: Goudey/O'Connor **Action:** Passed a motion to recommend to the City Council Ad-hoc Subcommittee on Advisory Bodies that youth members be allowed to be voting members if they choose to complete the required training. **Ayes:** Unanimous **Noes:** None

The January 17th 2023 EQC comment letter to Council on the Advisory Body topic is also included for your reference, with the associated Oct. 10 2022 memo.

Thank you for your consideration,



Howdy Goudey
Chair, Environmental Quality Committee

1/17/2023

El Cerrito City Council
El Cerrito City Hall
10890 San Pablo Ave.
El Cerrito, CA 94530

Mayor Motoyama and City Council Members,

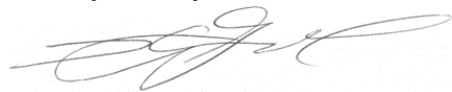
The following recommendations regarding City advisory body communication with Council and Staff were unanimously approved at our October 2022 meeting and presented to City staff for feedback.

10/11/2022 - Move/Second: Members Weinstein/O'Connor **Action:** Passed a motion to recommend the EQC support the sending of the memo from the EQC Goals Subcommittee to the City Manager. **Ayes:** Goudey, Vekony, Akacic, Miner, Mitchell, Molnar, O'Connor, Tarbet, and Weinstein **Noes:** None **Absent:** Pavel, Spitalnik, and Tsutsui

After waiting two months for a response, The EQC was informed at our December meeting that Staff chose to take no action on the memo we sent, and there would be no response or dialog on the topic.

At our January 10th 2023 meeting, the EQC voted unanimously to send the same document to the Council for your consideration, enclosed below.

Thank you for your consideration,



Howdy Goudey
Chair, Environmental Quality Committee

Report from EQC's Goals Subcommittee on improved communication with City Council, staff, other boards. Oct. 10, 2022

Introduction. The Environmental Quality Committee has been serving the city since the advisory committee was created 14 years ago, with a purpose that includes “to serve in an advisory capacity to the City Council, staff, other boards, commissions and committees.”

In an effort to better utilize the skills of the EQC, which includes many people in environmental professions and academia, and to improve communications between the EQC and other city operations, the EQC makes the following recommendations.

They answer to concerns among members of the EQC, and some members of the public, that some EQC recommendations in the recent past have not been presented to the council in an effective way, and have not elicited response or dialog.

In addition, the EQC's role in advising city staff and other committees has been hindered because there is no effective path for such communications to occur.

The EQC hopes to work with the city manager and/or the manager's designees to develop these ideas in order to boost the EQC's ability to help the city address the ongoing climate crisis and other environmental concerns.

Our recommendations:

How EQC proposals and other ideas are presented. We propose that EQC policy proposals be presented to the City Council and other committees and commissions in the form of written EQC reports that would be prepared by members of the EQC and generally vetted by the EQC's staff liaison.

These would be short of “staff reports,” requiring very little staff time, and would represent the views not of city staff but of the majority of the EQC.

These could come before Council or other committees as agenda items, either on the consent calendar or action items, or could be included within a council packet, for example, as part of a larger matter (for example, Climate Action Plan or San Pablo Specific Plan revisions.)

Currently, the presentation of EQC proposals and other advice to the council and other boards comes through 3-minute public comment, or informally through the EQC liaison. This does not give our proposals the weight they deserve. A distinction needs to be seen between general public comment and a report from an official advisory body.

The EQC should play a role early in the process of developing environmental policies. The EQC could more often serve as a sounding board for public input by hosting public hearings on proposed policies.

This is something the EQC has done periodically, starting with the animal ordinance in 2009, which arose from public comment to the EQC before we hosted hearings and the council passed an ordinance allowing for the keeping of chickens and goats.

But often, environmental policy has come down to the EQC from staff and council after it has been substantially developed, and the EQC can only comment, somewhat after the fact. **It would be good to clarify how the EQC communicates with city staff.** One of our charges is to oversee how city staff actions affect the environment. We are cognizant that city staff is busy and that frequent communication, especially from individual members, would be a problem.

But once a majority of the EQC reaches a conclusion about city operations that affect the environment for good or ill, and when the EQC has developed recommendations, we need a formal way to present them, and when warranted, receive feedback and/or take part in a discussion.

From: [Sue Duncan](#)
To: [City Clerk](#)
Subject: Agenda Item 9 C
Date: Monday, December 4, 2023 11:44:18 PM

Caution! This message was sent from outside your organization.

City council.

On thinking about the proposed change to the Crime Prevention Committee by expanding it to include fire and emergency response and rename it the Community Safety Committee, I have a few thoughts that I'd like to share with you.

* as the city is still very budget conscious, having a Community Safety Committee that would include Fire, Police which are Emergency Response, it seems that this will use more overtime by the fire which will now have to send a staff liaison to the committee meetings. One thing to consider is that during summer and fall when most of the severe wildfires occur around the state, the ECFD usually has a crew out fighting these fires and are sort staffed and therefore the remaining firefighters, engineers and Battalion Chiefs are already working overtime. If you approve this change, perhaps you should consider not allowing fire issues on the agenda when EC crews are working these fires.

* one suggestion would be to alternate the months that agenda topics of fire, police and emergency response occur so that both departments won't have to have a staff member at every meeting although emergency response seems like such a broad area where both departments are involved that I would guess that both departments would have to be present. Perhaps consider that emergency response is what both departments do so well already and that it might be redundant to have those words in the included areas, that it is understood that is what both departments do professionally

* what do you see the citizens' committee studying and recommending that has not already been suggested to the council by both the police and fire departments and various vocal citizens and that the council has told the city that they want? I am thinking of such things as evacuation drills, status of all fire and police equipment, restricted parking on red flag days, the need for a new, redesigned, updated Public Safety building, a stronger vegetation management code with stronger enforcement and more personnel needed to enforce it, the very high threat of wildfire that currently exists in HNA and how to fund continued clearing and maintenance of same, better vegetation clearance along roadsides at least conforming to current vegetation code which is not currently happening, much better communication from the city to all residents about the wildfire and earthquake danger that threatens ALL of the city, not just the hills and the importance of preparing for both occurrences and how to prepare. This includes emergency supplies stored for earthquakes and go-bags and vegetation management and home hardening for wildfires and if your neighbor's house ignites from some source other than wildfire. It seems that all of this has been either studied by council, status of some has been reported to council by the police and fire departments and the rest has been very often vocalized to the city and council at council meetings and at meetings with council members. How do you see having a city committee getting more done on these topics, especially with the way that a committee can communicate to the council? Why can't the council decide what they want to happen in these areas, put the the topic on the agenda, ask the specific department involved how to get it done and then direct staff to do it?

* the city has Resolution 2021-37 in place that states that wildfire prevention and preparedness are a top priority of the city. To me, this means that all of the city departments must consider the wildfire threat when making plans and performing their specific duties. Will the Community Safety Committee be checking on all of the departments to see if each is taking this under consideration and seems to be doing all that can be done within their scope?

* CA state law requires that all civil employees, including city employees, be trained in what to do in case of a disaster, I know that the city has at least starting this training. As part of Emergency Response, will the committee check up on the training to see how complete it is and offer suggestions to the professionals who know the laws and who are managing the training?

Thank you for your consideration of these points,
Respectfully,
Sue Duncan

From: [REDACTED]
To: [City Clerk](#)
Subject: Agenda 9C
Date: Tuesday, December 5, 2023 12:43:15 PM

Caution! This message was sent from outside your organization.

City Council,

I have another point for you to consider about the new Community Safety Committee.

Where are all of the citizens who are concerned about wildfire and emergency preparedness issues? I don't see any of them at city council meetings. Chief Saylor is always open to talk to concerned residents. Why aren't any voicing their concerns publicly now?

Having attended almost all council meetings for more than the past 5 years, I don't recall any residents but from our group voicing concerns about and requesting action concerning the wildfire threat to EC. I have also observed that very few members if any, of the committees, commissions and boards with the exception of the FAB, attend the council meetings to find out what is going on with the city. Unless they watch online, I'm assuming that the only overview they get about the city is from their entity's staff liaison. It seems to me that we don't need another conduit for resident input as the current ones don't seem to be being used.

Thank you,
Sue Duncan
Sent from my iPhone

December 5, 2023

City Council
City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530

RE: Comments on agenda item 9C, proposed advisory body policy changes

Dear Mayor Motoyama and Council Members,

While I am the current chair of the Environmental Quality Committee, the following are my personal comments, based on 14 years as an advisory body volunteer, regarding the proposed policy changes for advisory bodies introduced by the Council ad-hoc Subcommittee on Advisory Bodies.

First, I want to thank you for your attention to improving the policies for advisory bodies, and, most importantly, improving communication between Advisory Bodies, Staff and Council. While there are positive suggestions put forth by the Council ad hoc Committee, there are also some suggestions that are not the right direction, as well as items that have not been addressed. I hope the Council will use the study session to revise and expand the proposed policy discussion, rather than just moving forward with the proposals, as is.

Here are itemized responses to the specific policy changes suggested by the Council ad hoc Committee:

1. **Workplan** - The advisory body workplans should be updated annually, not every two years. They can be staggered in different months, but they should be completed before staff workplans are completed, so that content can inform the staff workplans for alignment. Staff workplans should be shared with the public. Two years is not frequent enough for timely updates. If the goal is better communication with Council, I would think Council would want a workplan update on advisory bodies more frequently than two years. There is no explanation offered why the proposed two year workplan cycle is better.
2. **Accomplishments** - It seems unnecessarily disjointed that the workplan is done in a different month, and on an annual cycle (with its own Council filing) when the workplan is proposed as every 2 years. It is more natural to do these together on an annual basis, as we have in the past, because consideration of past accomplishments informs future work. Doing one report annually will reduce the clutter of reports to Council (consistently, once a year, for both workplan and past accomplishments at once, instead of accomplishments once a year and workplan once every two years in a different month.

The EQC has been very consistent with the generation of annual workplans and accomplishments and, until recently, annual presentations to Council. It has been very valuable and informative to have advisory body presentations for Council, and the public. We should be accentuating that kind communication, instead of diminishing it. After years of annual presentation by the EQC, we are no longer being invited to present to Council. As a member of the public, I always learned a lot by watching some of the other advisory body presentations, like the Arts and Culture Commission, etc.

Receiving the written workplans and accomplishments is good, but there also need to be adequate opportunities for public spotlights and recognition of advisory body work to better inform the public, and also to attract new members. Perhaps this doesn't need to be in a regular Council meeting, but instead, in an annual special Council meeting dedicated to volunteer reports, recognition and recruitment (for both advisory body and community groups).

3. **Recommendations** - I appreciate the proposed changes on advisory body recommendations to Council. These are positive improvements that are consistent with the recommendations in the EQC's January 17th 2023 letter. While the consent agenda item (or another action item at the will of the Council) is a more appropriate way for the advisory body communication to be received, it is equally important how the Council responds, which is more of a culture/relationship aspect, rather than something that can be codified in a policy. The Council has no obligation to agree with an advisory body recommendation, but the advisory body, and the public, deserve to hear a meaningful response of some kind from the Council. Silence and neglect is neither respectful nor helpful. It will be up to Council Members to pull consent communications and make comments, or direct an item to come back, to fulfill any meaningful dialog on the topic raised, and I hope this will become a prevailing practice.

Another issue is that this recommendation policy only addresses recommendations to Council. The founding resolution of the EQC, 2008-13, states that the EQC is "to serve in advisory capacity to the City Council, staff, other boards, commissions, and committees." The proposals presented do not provide any clarity on the policy of how advisory bodies advise and communicate with staff and other advisory bodies, when they are tasked to do so, like the EQC. Do you want everything, including recommendations to Staff and other advisory bodies, to come through the Council, or do you want to specify other paths for that communication? The October 10 2022 memo to staff from EQC was met with no response, prompting the EQC to send the same memo to Council on January 17 2023.

Modifications:

1. **Service on Multiple Advisory Bodies** - Limiting individuals to serve on at most two advisory bodies at a time seems fine and reasonable.
2. **Meeting Frequency** - The assumption for meeting frequency should begin with monthly meetings and only work down to less frequency if the advisory body (not staff) decides their workplan does not require meeting every month. There has been a recurring impression imposed on Advisory Bodies that they are a burden on staff and that there isn't much capacity to support the work of citizen volunteers. This undermines volunteer morale and undervalues the advisory bodies and the free work they do for the city. In a time that budget has been the dominant focus of the City, it should be recognized and appreciated that the City benefits from the free labor of volunteers doing work that the City would otherwise have to pay for, or that wouldn't get done, or that would end up costing the city much more to address in the future. The return on investment of staffing one advisory body meeting a month is probably much better than many other tasks, and should be openly prioritized instead of dismissing it as a time burden.
3. **Pre-meeting Attendance Requirement** - The meeting attendance requirement, before a new member application can be considered, has been too stringent and posed a barrier to welcoming new

members in a timely manner. It is highly valuable to have applicants who are familiar with the committee, but I agree with the new language relaxing this requirement to make it easier for new members to apply without attending a number of meetings. They can familiarize themselves with the body in other ways, by reading agendas/minutes and attending events, etc.

Community Safety Committee

1. I agree with the proposal to broaden the scope of the Crime Prevention committee to become the Community Safety Committee. In particular, the new scope should explicitly include “disaster” preparedness. “Emergency” is the wrong word to describe an earthquake, widespread storm damage from wind and flooding, or a mass wildfire event, etc. Those are disasters, because the large scope can easily exceed the capacity of first responders to adequately address all of the needs occurring at the same time. Emergencies are things like an individual structure fire, medical issue, or localized security event. These are the daily emergencies that our Fire and Police first responders do a great job to address. Disasters include these elements, in a large number and spread over a large area, such that it isn’t possible to adequately respond with everyday emergency response alone. To truly be a resilient community, as envisioned by the new Strategic Plan, it is necessary for the city to vigorously engage disaster preparedness, which involves community training and response, and having this topic included in the scope of the Community Safety Committee is an important place to start.

Youth Participation

1. I appreciate and welcome the intention to include youth participation on advisory bodies, as suggested. However, I think it is unnecessary and disrespectful for youth participants to be limited to non-voting members. A youth participant is fully qualified to take part in the votes that take place in a committee like the EQC and we should show them that we value their contributions by allowing them to vote. I don’t understand what is meant by the suggestion that youth members could “participate in voting, however their vote will not be part of the official count to determine the outcome of the action.” If your vote doesn’t count, you have not participated in voting. It has been suggested that one reason the youth votes are not allowed to count is because the youth members wouldn’t want to comply with taking the required two-hour ethics training, and Brown Act training that all advisory body members have to take. While that may be the case. If that is the reason their vote isn’t counted, we should at least give them the option to take the training and have their vote counted, if they choose, instead of making the decision for them.

Ultimately, I hope this policy discussion involves more than just controls and constraints on advisory bodies and instead actively pursues discussion and meaningful changes to better welcome, acknowledge and support advisory bodies to do their work to help the City.

Thank you for your time and consideration,



Howdy Goudey
El Cerrito

From: [Gary Prost](#)
To: [City Clerk](#)
Cc: [Lisa Motoyama](#); [Tessa Rudnick](#); [Gabe Quinto](#); [Paul Fadelli](#); [Carolyn Wysinger](#); [Sue Duncan](#)
Subject: Public Comments - Agenda Item 9C - Community Safety Committee
Date: Tuesday, December 5, 2023 1:10:09 PM

Caution! This message was sent from outside your organization.

Honorable Mayor Matoyama and City Council:

I see in the Agenda packet that there is a motion to create a combined police and fire function in the proposed Community Safety Committee.

While there are obvious areas of overlap, such as emergency evacuation, and there is some logic in both fire and police being involved in public safety, I oppose this for the following reason.

A merged police-fire Community Safety Committee, as a City agency, will muzzle community input and involvement by making it subservient to City policies and the dictates of the City Manager. What is needed is robust and unfettered fire safety feedback from groups like Friends of Five Creeks, Trail Trekkers, and Make El Cerrito Fire Safe. In my humble opinion.

Thank you,

Gary Prost, Make El Cerrito Fire Safe
[REDACTED]



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From: [Donny S](#)
To: [City Clerk](#)
Subject: Public Comments – Agenda Item #9C
Date: Tuesday, December 5, 2023 2:00:27 PM

Caution! This message was sent from outside your organization.

Dear City Council
Re: Agenda Item #9C December 5, 2023

I agree with the Public Community Safety Committee recommendation to broaden the current scope of the Crime Prevention Committee's (CPC). I urge the City Council to determine consensus that includes together fire safety, Community Safety and Crime Prevention, emergency response, and disaster response. while renaming the CPC as the El Cerrito Community Safety Council.

Such an organization would centralize focus, attention, and mobilize resources within the community for these needed concerns, while at the same time increase volunteer community participation.

Please note that Disaster Response and Preparedness is an additional subject that needs attention and should be added.

Thank you for your kind consideration,

Donald Simon
El Cerrito Resident

From: [Frans Kuypers](#)
To: [City Clerk](#)
Subject: "Public Comments – Agenda Item #9C"
Date: Tuesday, December 5, 2023 1:03:53 PM

Caution! This message was sent from outside your organization.

The plan to expand the scope of the CPC to CSC and include “safety” in a more general sense is excellent.

The city would greatly benefit from improving the involvement of our citizens in preparedness and response during disasters. I would propose to redefine the use of the word “emergency” to “disaster” in the proposed mission of the CSC. What is needed is leadership to involve our citizenship, and a revamped CPC could provide that.

We all know (but like to forget) that the Hayward fault will shake. A repeat of the quake of 1868 in the lightly populated Eastbay would be absolutely devastating today. While I certainly appreciate our excellent first responders, they will not be able to deal with such a disaster, and involvement of our citizens to prepare and be ready to respond is essential. In my view, our citizens are an under-appreciated resource and compared to our neighbors (Albany, Richmond), El Cerrito can do much better.

Respectfully

Frans Kuypers


BOARDS, COMMISSIONS, AND COMMITTEES STUDY SESSION *(continued from 9/19/2023)*

CITY COUNCIL | DECEMBER 2023



Updates

- Ad-Hoc Recommendations presented on September 19, 2023
- Study Session was continued due to meeting disruption
- Member Feedback was Solicited/Reviewed by Ad-Hoc members
- Modifications made since initial study session are indicated in ~~striketrough~~ for deletions and underline for additions

STUDY SESSION FOCUS

1. Communications between City Council & Advisory Bodies
2. Modifications to General Regulations
3. Community Safety Committee
4. Youth Participation



Communications between City Council & Advisory Bodies

1. Advisory Body Workplan:

- a) Developed biennially (fiscal year) – ½ for 1 year for 1st to stagger **beginning with Fiscal Year 2025**
- b) Staff Liaison assists/guides to ensure within scope of advisory body responsibilities and City's strategic plan
- c) Workplan template shall be adopted by City Council
- d) Plan adopted/posted on Advisory Body page no later than ~~October~~ July 1
- e) Once adopted, provided to City Council on consent (receive and file)
 - o City Council may request a future agenda item to further discuss a workplan received



Communications between City Council & Advisory Bodies

2. Annual Accomplishments

- a) Included in workplan template
- b) Updated annual by ~~March~~ July 1st covering the prior ~~calendar~~ fiscal year
- c) Provided to City Council on consent (receive and file)

Exceptions from Workplan/Accomplishments:

- a) Citizens Streets Oversight Committee (provides annual report under ECMC)
- b) Civil Service Commission
- c) Design Review Board
- d) Planning Commission



Communications between City Council & Advisory Bodies

Sample Workplan

FISCAL YEAR (YYYY/YYYY)

Items listed in priority order

Goal or Objective	Proposed Activities	Funding and other Resources needed requested	Estimated Staff time needed	Timeline For Completion

FISCAL YEAR (YYYY/YYYY)

Items listed in priority order

Goal or Objective	Proposed Activities	Funding and other Resources needed requested	Estimated Staff time needed	Timeline For Completion

ONGOING PROJECTS

Project	Activites	Funding and other Resources needed requested	Estimated Staff time needed

PRIOR ~~CALENDAR~~ FISCAL YEAR ACCOMPLISHMENTS

Updated annually by ~~March~~ July 1 and provided to City Council on Consent

Goal/Objective	Activites Supporting Goal	Status

Communications between City Council & Advisory Bodies

2. Advisory Body Recommendations:

- a) Must reference related workplan item(s) or applicable area of responsibility
- b) Submitted to the City Clerk, through the staff liaison
- c) Provided to City Council on consent (receive and file)
 - a) City Council may request a future agenda item to further discuss a recommendation received
- d) If related to a request by city staff will be included in the Agenda Bill or related materials presented to City Council
- e) Recommendations **not** related to a workplan or area of responsibility will be presented to City Council as public comment
- f) City Council can request recommendations from advisory body



Potential Modifications to General Regulations

1. Restrict serving on more than two advisory bodies at the same time
 - a) Priority given to those not currently serving on another body
2. Reduce minimum meeting ~~frequency~~ requirement to once every two months., ~~but not less than quarterly~~
 - a) Annual report provided to City Council on total number of meetings held
 - b) Some exemptions including Planning and Design Review
3. Revise pre-meeting attendance requirement to **strongly encourage**
 - a) Applicants shall demonstrate knowledge of current work of the advisory body applied for

Community Safety Committee

Determine if there is City Council consensus for staff to develop legislation to change the Crime Prevention Committee (CPC) into a **Public Community** Safety Committee to include areas:

1. Fire Safety
2. Community Safety and Crime Prevention
3. Emergency Response

* CPC currently develops/promotes crime prevention programs, promotes cooperation with local law enforcement and awareness of methods to prevent crime, as well as advises the City Council regarding crime prevention programs.



Youth Participation

1. Advisory Bodies may request the city to advertise interest for ~~informally recruit and appoint~~ a non-voting* youth member
** Participates in voting but will not count to determine the outcome*
2. Youth member must be a resident or student in El Cerrito of high school age
3. Parent/Guardian consent to participation
4. Orientation/Handbook Training (includes Code of Conduct) and Sexual Harassment Prevention training required
 - a) No other general rules or requirements apply
5. Encouraged to evaluate and share experience with Council



NEXT STEPS

- Public Comments
- Council Discussion
- Provide Staff Direction
- Return with applicable legislation

