

<p>Chairperson Tessa Rudnick</p> <p>Vice Chairperson Carolyn Wysinger</p>	<p><i>El Cerrito Municipal Services Corporation</i></p>	<p>Boardmembers Paul Fadelli Lisa Motoyama Karen Pinkos Gabe Quinto Alexandra Orologas</p>
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**AGENDA
TUESDAY, MARCH 19, 2024**

SPECIAL MUNICIPAL SERVICES CORPORATION MEETING (5:00 PM)
City Council Chambers - 10890 San Pablo Ave, El Cerrito

Closed Captions available Via Zoom:
<https://us06web.zoom.us/j/81314122723?pwd=PXskJYxFfZwOSefbdadNxbk2ZXiN31.1>
Meeting ID: 813 1412 2723 **Password:** 792028 **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 Board Secretary at 510-215-4305. Notification 48 hours prior to the meeting will enable the Board 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 Board.

Public Comments:

1. *In-person* by submitting a request to speak to the Board Secretary.
2. *By Email* to cityclerk@ci.el-cerrito.ca.us identified in the subject line as **MSC Public Comments – Agenda Item #.**

Written comments received by **2:00 p.m. the day of the meeting** will be provided to the Board and posted [online](#) in advance of the meeting. Comments received after the deadline will be provided to the Board and will be posted **after the meeting**.

5:00 P.M. ROLL CALL – CONVENE SPECIAL MUNICIPAL SERVICES CORPORATION MEETING

- 1. CONSIDER AND TAKE ACTION ON ANY REQUEST FROM A BOARDMEMBER TO PARTICIPATE IN THE MEETING REMOTELY DUE TO EMERGENCY CIRCUMSTANCES PURSUANT TO AB 2449**
- 2. TELECONFERENCE AND PUBLIC COMMENT INSTRUCTIONS**
- 3. ADOPTION OF THE CONSENT CALENDAR**
All items on the consent calendar shall be acted upon in one motion, unless a member

of the Board or staff request separate consideration.

A. Approval of Minutes

Action Proposed: Pass a motion to approve the meeting minutes from the November 7, 2023 meeting.

Contact: Holly M. Charléty, Board Secretary

4. POLICY MATTERS

A. Adopt a Resolution authorizing the Executive Director to execute an agreement for Legal Services with Redwood Public Law LLP and naming Sky Woodruff to continue serving as General Counsel for the Municipal Services Corporation (MSC)

Action Proposed: Adopt a resolution approving and authorizing the Executive Director to execute an agreement for legal services with Redwood Public Law LLP and naming Sky Woodruff to continue serving as General Counsel for MSC.

Contact: Holly M. Charléty, Board Secretary

B. Approval and Authorization of a contract to provide Coordinated Outreach Referral Engagement (C.O.R.E.) services and Housing Security Funds

Action Proposed: Adopt a resolution authorizing the Executive Director to execute a contract with Contra Costa Health to provide Coordinated Outreach Referral Engagement (C.O.R.E.) services and Housing Security Funds as a pilot for Fiscal Year 2024-25 for an amount not to exceed \$108,822.

Contact: Aissia Ashoori, Housing-Economic Development Manager, Community Development Department; Alexandra Orologas, Assistant City Manager, City Management

5. ADJOURN SPECIAL MUNICIPAL SERVICES CORPORATION MEETING

Chairperson Lisa Motoyama	<i>El Cerrito Municipal Services Corporation</i>	Boardmembers Paul Fadelli Gabe Quinto Carolyn Wysinger Karen Pinkos Alexandra Orologas
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DRAFT MINUTES

**SPECIAL MUNICIPAL SERVICES CORPORATION MEETING
November 7, 2023 - 6:00 p.m.**

Council Chambers - 10890 San Pablo Ave, El Cerrito

Join Via Zoom (Closed Caption Services Available):
<https://us06web.zoom.us/j/83294794937?pwd=Z6FAD4zbVvgTb0QXXbabRwhYxeyUcD.1>
Meeting ID: 832 9479 4937 **Password:** 575159 **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 Board Secretary at 510- 215-4305. Notification 48 hours prior to the meeting will enable the Board to make reasonable accommodations.

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 Board.

Public Comments:

1. *In-person* by submitting a request to speak to the Board Secretary.
2. *By Email* to cityclerk@ci.el-cerrito.ca.us identified in the subject line as **MSC**

Public Comments – Agenda Item #.

Written comments received by **2:00 p.m. the day of the meeting** will be provided to the Board and posted [online](#) in advance of the meeting. Comments received after the deadline will be provided to the Board and will be posted **after the meeting**.

6:00 P.M. ROLL CALL – CONVENE SPECIAL MUNICIPAL SERVICES CORPORATION MEETING

Chairperson Motoyama called the meeting to order at 6:09 PM.

Present: Chairperson Motoyama, Vice Chairperson Rudnick, Boardmember Fadelli, Boardmember Orologas, Boardmember Pinkos, Boardmember Quinto, Boardmember Wysinger **Absent:** None

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

2. TELECONFERENCE AND PUBLIC COMMENT INSTRUCTIONS

3. ADOPTION OF THE CONSENT CALENDAR

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

Moved/Seconded: Boardmember Fadelli/Boardmember Quinto **Action:** Approved the consent calendar as indicated below **Ayes:** Chairperson Motoyama, Vice Chairperson Rudnick, Boardmember Fadelli, Boardmember Orologas, Boardmember Pinkos, Boardmember Quinto, Boardmember Wysinger **Noes:** None

A. Approval of Minutes

Action Proposed: Pass a motion to approve the minutes from the April 22, 2022 meeting.

Contact: Holly M. Charléty, Board Secretary

Action: Approved minutes

4. POLICY MATTERS

A. Resolution to Accept City of El Cerrito General Fund Loan Repayment

Action Proposed: Adopt a Resolution to accept the City of El Cerrito satisfying the repayment terms of the \$350,000 loan agreement authorized by Municipal Services Corporation Resolution No. 2016-01 by funding the El Cerrito del Norte Complete Streets Improvement Project. **Contact:** Melanie Mintz, Community Development Director, Community Development Department; Yvetteh Ortiz, Public Works Director, Public Works Department

Presentation and Discussion: Presenters and staff responded to comments and questions raised by members of the Board regarding the legality of payment, and the reason for the initial lack of funds.

Moved/Seconded: Boardmember Wysinger/Boardmember Quinto

Action: Approved MSC Resolution 2023-01 **Ayes:** Chairperson Motoyama, Vice Chairperson Rudnick, Boardmember Fadelli, Boardmember Orologas, Boardmember Pinkos, Boardmember Quinto, Boardmember Wysinger **Noes:** None

B. Community Benefits Contributions from Cannabis Program

Action Proposed: Receive an update on the City's commercial cannabis operating permits performance and community benefits contributions, discuss potential options for consideration and provide staff direction with next steps.

Contact: Aissia Ashoori, Housing-Economic Development Manager; Sean Moss, Planning Manager; Melanie Mintz, Community Development Director, Community Development Department; Alexandra Orologas, Assistant City Manager

Presentation and Discussion: Presenters and staff responded to comments and questions raised by members of the Board regarding potential partners in West County Cities, quality of life benefits, negotiations for dispensary permit renewals, confirmed that a dedicated County Coordinated Outreach Referral, Engagement (CORE) team would be dedicated hours in El Cerrito, coordination with CORE, development of a budget for services considered, availability of Measure X funds.

Public Comments: Written comments submitted prior to and during the meeting are posted online as supplemental materials and incorporated into the official meeting record.

Tomi Nagai-Rothe - Safe Organized Spaces Richmond representative, shared working experience with CORE program and the need for a sustainable housing solution.

Daniel Barth - Safe Organized Spaces Richmond Executive Director, shared working experience with CORE and services provided and need for investment in programs.

Sherry Drobner - commented on the need to work with multiple agencies and use different resources to address the unhoused population needs in the City.

Action: Received and filed. Provided general staff direction to return with a study session on different options for moving forward.

5. ADJOURN SPECIAL MUNICIPAL SERVICES CORPORATION MEETING

The special meeting adjourned at 7:16 PM

Lisa Motoyama, Chairperson

This is to certify that the foregoing is a true and correct copy of the minutes of the El Cerrito Municipal Services Corporation meeting of November 7, 2023 as approved by the El Cerrito Municipal Services Corporation.

Holly M. Charléty, MMC, Board Secretary

***El Cerrito
Municipal Services Corporation***

AGENDA BILL

Agenda Item No. 4.A.

Date: March 19, 2024
To: El Cerrito Municipal Services Corporation Board of Directors
From: Holly M. Charl ty, Board Secretary
Subject: Adopt a Resolution authorizing the Executive Director to execute an agreement for Legal Services with Redwood Public Law LLP and naming Sky Woodruff to continue serving as General Counsel for the Municipal Services Corporation (MSC)

ACTION PROPOSED

Adopt a resolution approving and authorizing the Executive Director to execute an agreement for legal services with Redwood Public Law LLP and naming Sky Woodruff to continue serving as General Counsel for MSC.

BACKGROUND/ANALYSIS

In March 2008, the MSC appointed Sky Woodruff as General Counsel. At that time, Mr. Woodruff was a Principal at Meyers Nave, and the Board approved a contract with the law firm for legal services. Mr. Woodruff has thus been providing legal services to El Cerrito for over 15 years.

Mr. Woodruff informed the Board in early February that he, along with other Meyers Nave Principals and attorneys, would be forming a new law firm called Redwood Public Law and leaving Meyers Nave. Redwood Public Law is a law firm that is focused on public agency representation and will include a number of other attorneys who serve as Attorneys for agencies throughout the Bay Area and beyond. The team of attorneys that primarily provide legal services to the Board will be joining them, ensuring a smooth transition and continuity of service. Based on direction from the Board, staff have brought forward the attached resolution and agreement to authorize legal services to be provided by Redwood Public Law and for Mr. Woodruff to continue serving as General Counsel for the MSC.

Mr. Woodruff is an experienced attorney who has served as city attorney and general counsel for various agencies for over two decades and served as City Attorney for the El Cerrito City Council and General Counsel for the Municipal Services Corporation since 2008. Over that period of time, Mr. Woodruff has consistently provided excellent and timely legal services to the Board, managing the full range of legal issues the Board faces. Staff recommends that the Board consider adopting the attached resolution approving and authorizing the Executive Director to execute a legal services agreement with Redwood Public Law LLP and for Sky Woodruff to continue serving as lead counsel.

STRATEGIC PLAN CONSIDERATIONS

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

- *High Performing Organization* by ensuring that the Board continues to receive excellent and timely legal representation and advice from attorneys with significant institutional knowledge.

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

There are no direct fiscal impacts as a result of the Board approving the proposed agreement as the rates for legal services are unchanged.

LEGAL CONSIDERATIONS

The attached agreement is similar to the previous agreement between Meyers Nave and the Municipal Services Corporation, with the exception of including the current rates for legal services.

Reviewed by:



Karen Pinkos, City Manager

Attachments:

1. Resolution
2. Agreement

MUNICIPAL SERVICES CORPORATION RESOLUTION 2024-XX

A RESOLUTION OF THE MUNICIPAL SERVICES CORPORATION APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A LEGAL SERVICES AGREEMENT WITH REDWOOD PUBLIC LAW LLP AND FOR SKY WOODRUFF TO CONTINUE SERVING AS GENERAL COUNSEL

WHEREAS, the Board of Directors for the El Cerrito Municipal Services Corporation appointed Sky Woodruff as General Counsel in March 2008; and

WHEREAS, Mr. Woodruff has been providing legal services to the Board since that time through the law firm of Meyers Nave; and

WHEREAS, Mr. Woodruff has formed a new law firm, Redwood Public Law LLP, and will be leaving Meyers Nave effective at the end of business on March 14, 2024; and

WHEREAS, Mr. Woodruff possesses the education, qualifications, and experience necessary to serve as General Counsel. The team of attorneys currently providing legal services to the Board will be joining him at Redwood Public Law, ensuring a smooth transition and continuity in the delivery of legal services; and

WHEREAS, the Board of Directors desires to have Mr. Woodruff continue serving as General Counsel through an agreement with Redwood Public Law LLP; and

WHEREAS, Sky Woodruff has previously taken the oath of office.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the El Cerrito Municipal Services Corporation (Board) that it hereby approves and authorizes the Executive Director to execute an agreement with Redwood Public Law LLP, effective March 15, 2024, for legal services and for Sky Woodruff to continue serving as General Counsel.

I CERTIFY that at a special meeting on March 19, 2024 the Municipal Services Corporation passed this Resolution by the following vote:

AYES: BOARDMEMBERS:
NOES: BOARDMEMBERS:
ABSTAIN: BOARDMEMBERS:
ABSENT: BOARDMEMBERS:

IN WITNESS of this action, I sign this document on _____.

Holly M. Charléty, Board Secretary

APPROVED:

Tessa Rudnick, Board Chairperson

ATTORNEY-CLIENT FEE AGREEMENT

Redwood Public Law, llp (“Attorney”) and El Cerrito Municipal Services Corporation (“Client”) hereby agree that Attorney will provide legal services to Client on the terms set forth below.

1. CONDITIONS

This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until: (a) Client returns a signed copy of this Agreement; and (b) Attorney acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client. Upon satisfaction of these conditions, this Agreement will be deemed to take effect on March 15, 2024.

2. SCOPE OF SERVICES AND ATTORNEY’S DUTIES

Client hires Attorney to provide legal services in connection with the operations of Client, including but not limited to compliance with applicable conflicts of interest, open meetings, and public records laws; implementation of and compliance with agreements with public agencies in furtherance of the MSC's purposes; litigation; real estate transactions; finance; and grants and other forms of agreements with public agencies and other organizations. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. RETENTION OF LAW FIRM RATHER THAN PARTICULAR ATTORNEY

Client is retaining a law firm, not any particular attorney, and the attorney services to be provided to Client will not necessarily be performed by any particular attorney. It is anticipated, however, that the services will be performed principally by Sky Woodruff.

4. DELEGATION OF ATTORNEY SERVICES

Attorney may utilize contract attorneys from time to time and may delegate to such attorneys some of the attorney services to be provided to Client. Any such delegation will not affect Client’s obligation to pay attorney fees as provided for in this agreement.

5. LEGAL FEES AND BILLING PRACTICES

As compensation for our services, Client agrees to pay by the hour at Attorney’s rates as set forth in Attachment 1 for all time spent on Client’s matter by Attorney

and Attorney's legal personnel. Current hourly rates for legal personnel are set forth in Attachment 1.

The rates in Attachment 1 are subject to change on 30 days' written notice to Client, and they are typically revised at the beginning of each year or the beginning of Client's fiscal year, which is July 1. If Client declines to pay increased rates, Attorney will have the right to withdraw as attorney for Client if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law.

The time charged will include, but is not limited to, the time Attorney spends on telephone calls, e-mails and other electronic communications relating to Client's matter, including calls and e-mails with Client and other parties and attorneys. Time is billed in minimum increments of one-tenth (0.1) of an hour.

6. COSTS AND OTHER CHARGES

Attorney will incur various external costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include notary fees, long distance telephone charges, messenger and other delivery fees, postage, outside photocopying and other reproduction costs, investigation expenses, translator/interpreter fees, consultants' fees and/or special master fees and other similar items. The foregoing external costs and expenses will be charged at Attorney's cost. Costs will be advanced by Attorney and then billed to Client unless the. However, for substantial cost items, Attorney may, at its option, require that Client make advance payment.

Attorney's internal charges include, but are not limited to, duplicating, facsimile charges, telephone charges, E-mail, postage, legal research, and other administrative expenses. We have determined that the most effective method of accounting for these administrative costs is to charge a flat 3% of the professional fees incurred.

To aid in the provision of services to Client, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges prior to their retention.

Attorney will obtain Client's consent before incurring any costs in excess of \$1000.

7. STATEMENTS AND PAYMENTS

Attorney will send Client periodic statements indicating attorney fees and costs incurred and their basis, any amounts applied from the deposit(s), and any current balance owed. If no attorney fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month unless a statement is requested by Client. Any balance will be paid in full within 30 days after the statement is mailed. Client agrees to promptly review all bills rendered by Attorney and to promptly communicate any objections, questions, or concerns about their contents.

If a bill is not paid when due, interest will be charged on the principal balance (consisting of any unpaid fees, costs, and/or expenses) shown on the bill. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .833% per month. The unpaid balance will bear interest until paid.

8. ARBITRATION

a. Arbitration of All Claims Including Claims of Malpractice.

Any dispute between Attorney and Client regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and disputes regarding attorney fees and/or costs charged under this Agreement (except as provided in Paragraph B below) shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other party. The parties shall appoint one person to hear and determine the dispute in Alameda County, California before the American Arbitration Association, pursuant to its then prevailing rules, unless the parties agree in writing to a different arbitration method or forum. Client and Attorney confirm that they have read and understand subparagraph a above, and voluntarily agree to binding arbitration. In doing so, Client and Attorney voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client may consult with an independent lawyer of Client's choice to review these arbitration provisions, and this entire agreement, prior to signing this Agreement.

b. Mandatory Fee Arbitration

Notwithstanding subparagraph A above, the parties acknowledge that in any dispute over attorney's fees, costs or both subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to procedures as set forth in California Business and Professions

Code Sections 6200-6206 (the Mandatory Fee Arbitration Act). If, after receiving a Notice of Client's Right to Fee Arbitration, Client does not elect to proceed under the Mandatory Fee Arbitration Act procedures by failing to file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous subparagraph a. Arbitration pursuant to the Mandatory Fee Arbitration Act is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. The Mandatory Fee Arbitration Act procedures permit a court trial after non-binding arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration, if either party rejects the award within 30 days after the award is mailed to the parties.

9. CLIENT APPROVAL NECESSARY FOR SETTLEMENT

Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

10. DISCHARGE AND WITHDRAWAL

Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney's fees or costs as required by this Agreement. Notwithstanding the discharge, Client will remain obligated to pay Attorney at the agreed rates for all services provided and to reimburse Attorney for all costs advanced.

11. CONCLUSION OF SERVICES

When Attorney's services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due and payable immediately.

12. DOCUMENT RETENTION

It is our policy to retain all files, documents, records, and writings related to each engagement for which we have been retained while the engagement is active. Once the engagement has ended, our policy is to destroy files, documents, records, and writings related to an engagement, after providing clients or former clients of the our intent to destroy these items. Therefore, to be certain that we have not retained any

material that you may need or desire, we will return to you all original documents you made available to us (together with copies of any other files, documents, records, and writings relating to this engagement) if you so instruct us in writing within 90 days after our mailing to you of our letter informing you that we have completed our services within the terms of this agreement.

13. DISCLAIMER OF GUARANTY AND ESTIMATES

Nothing in this Agreement and nothing in Attorney’s statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney’s comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by client or estimate of fees given by Attorney are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

14. PROFESSIONAL LIABILITY INSURANCE DISCLOSURE

Pursuant to California Rule of Professional Conduct 1.4.2.(a), Attorney is informing Client in writing that Attorney has professional liability insurance.

We maintain the following insurance, at a minimum:

General liability and property damage	\$1,000,000
Professional errors and omission	\$2,000,000 per occurrence \$4,000,000 aggregate

15. NOTICES

Client may give written notice to Attorney using the address set forth above, and Attorney may give notice using the address set forth below the Client’s signature. Either party may change its address for notifications by notifying the other party in writing in accordance with this paragraph.

16. CONSENT TO USE OF E-MAIL AND CLOUD SERVICES

In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is

consenting to such e-mail transmissions with Client and Client's representatives and agents.

In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, Client understands and consents to having communications, documents and information pertinent to the Client's matter stored through such a cloud-based service.

Rest assured, Attorney has taken reasonable precautions to ensure that the Client's data is maintained in a secure manner.

17. CONFLICTS

Attorney's practice involves the representation of many public agencies in the State of California of all types. It is not uncommon for public agencies to have strong views of matters of public policy that diverge from one another.

Attorney performs a variety of professional services for its clients, and it is possible that Attorney will represent public agency clients that are adverse to Client on other, unrelated matters or that Attorney will represent a Client that has views on public policy or legal matters that differ from Client's views on those policies or matters. Client expressly agrees that it expressly waives any actual or potential conflicts that might arise from such future representations, that it will not attempt to disqualify Attorney on such matters, and that Attorney is free to represent its clients on such matters.

By executing this Agreement, Client acknowledges that Attorney and Client have discussed these matters and that Client confirms that it does not object to Attorney's representation of clients on matters where those client's legal, governmental or political objectives and/or positions may be different from or adverse to those of Client, and that Client waives any conflict of interests with respect to our representation of such clients with differing legal, governmental or political interests. Client further confirms that it will not assert any conflict of interest concerning such representations or attempt to disqualify Attorney from representing such clients notwithstanding such adversity.

Client agrees that, while it may terminate its attorney-client relationship with Attorney, Attorney would be free to represent such clients even on those matters that Client consider adverse to Client, and that it waives any conflict of interest in connection therewith.

Of course, Client's acknowledgments and consents above do not permit Attorney to represent another client in the same matter in which it is adverse to Client and do not permit Attorney to represent another client if there would be a significant risk that Attorney's representation of Client would be materially limited by the representation of the other client. Any such representation would require Attorney to obtain the informed written consent of Client and the other client.

18. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

19. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

20. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

21. GOVERNING LAW

This agreement is governed by, and must be interpreted under, California law, and any court proceedings relating to this agreement must be instituted in the County of Alameda.

22. EFFECTIVE DATE

This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT.

EL CERRITO MUNICIPAL SHARED
SERVICES CORP.

REDWOOD PUBLIC LAW, LLP

By: Karen Pinkos
Its: Executive Director
10890 San Pablo Avenue,
El Cerrito, CA 94530
Phone: 510-215-4300
Email: kpinkos@ci.el-cerrito.ca.us

By: Sky Woodruff
Its: Partner

Attest:

By: Holly M. Charlety
Its: Board Secretary

ATTACHMENT 1
REDWOOD PUBLIC LAW RATES

General Counsel Rates

Principal/Of Counsel/Associate	\$273-457
Sky Woodruff	\$363
Claire Lai	\$346
Kimia Mahallati	\$315
Schuyler Schwartz	\$315
Law Fellow	\$175
Paralegal	\$141

Special Counsel Rates

Principal/Of Counsel/Associate	\$280-554
Sky Woodruff	\$442
Claire Lai	\$385
Kimia Mahallati	\$325
Schuyler Schwartz	\$325
Law Fellow	\$184
Paralegal	\$184

Our rates adjust annually by the greater of 3% or the relevant local CPI increase over the prior 12 month period, rounded to the nearest \$5.

***El Cerrito
Municipal Services Corporation***

AGENDA BILL

Agenda Item No. 4.B.

Date: March 19, 2024
To: El Cerrito Municipal Services Corporation Board of Directors
From: Aissia Ashoori, Housing-Economic Development Manager, Community Development Department; Alexandra Orogas, Assistant City Manager, City Management
Subject: Approval and Authorization of a contract to provide Coordinated Outreach Referral Engagement (C.O.R.E.) services and Housing Security Funds

ACTION PROPOSED

Adopt a resolution authorizing the Executive Director to execute a contract with Contra Costa Health to provide Coordinated Outreach Referral Engagement (C.O.R.E.) services and Housing Security Funds as a pilot for Fiscal Year 2024-25 for an amount not to exceed \$108,822.

BACKGROUND

Over a five-year period between 2016 and 2021, the City conducted a series of public outreach meetings regarding commercial cannabis in El Cerrito. During this time, the City Council also held a study session to discuss and hear public input regarding a draft ordinance regulating cannabis storefront businesses. On December 19, 2017, the City Council adopted the [Commercial Cannabis Ordinance](#), Chapter 6.80 of the El Cerrito Municipal Code.

In 2018, the City issued a single Cannabis Operating Permit to El Cerrito Wellness Center Partners, Inc. also known as NUG, for the storefront business at 11886, 11896, and 11896 San Pablo Avenue that opened in 2021. In 2021, the City issued another Cannabis Operating Permit to Authentic El Cerrito, LLC, also known as STIIZZY, for the storefront business at 10764-10770 San Pablo Avenue that opened in 2023. The Commercial Cannabis Ordinance offers applicants for a Cannabis Operating Permit the ability to propose community benefits that the operator would provide to the City if awarded a permit. Both NUG and STIIZZY offered to make monetary community benefit payments. Both Operating Permits include conditions of approval that make the community benefit payments a requirement for continued operations, and require two forms of monetary contributions to the City which are distinguished by: 1) Community Benefit Gross Receipts Fee (payable to the General Fund) and 2) Community Benefit Quality of Life Contribution (restricted use, payable to the Municipal Services Corporation), both calculated on a percentage of annual gross receipts.

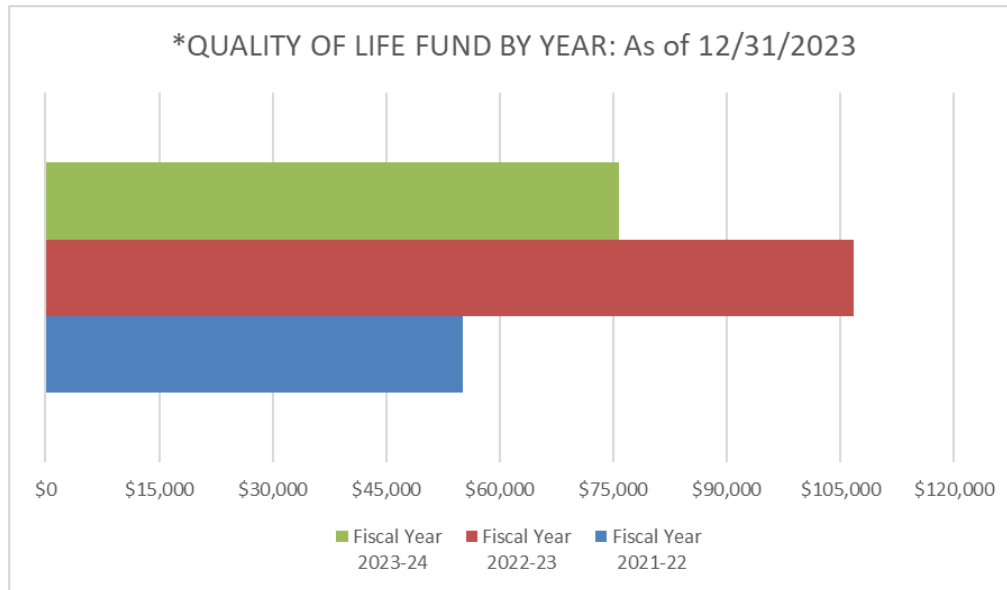
On [November 7, 2023](#), the Municipal Services Corporation (MSC) received an update on the performance and community benefits contributions of the City's two commercial Cannabis Operators. Staff provided details for both permits along with each of the associated community benefit payments. Information was provided on how the

Quality of Life Contributions could be utilized to leverage and provide additional services to the City’s unhoused population in partnership with Contra Costa County and other neighboring cities. As a result, the MSC provided general staff direction to explore a C.O.R.E. Program for El Cerrito and to return with options for consideration.

ANALYSIS

Quality of Life Fund: Services

Among the City's priorities for the community benefit payments made pursuant to the Cannabis Operating Permits were to ensure that the City’s economic development goals and objectives were met while also providing public benefits. Staff worked with the City Attorney and identified the creation of the Community Benefit Quality of Life Fund that would be restricted for services provided by sponsored groups, non-profits, or other organizations for specific purposes that improve the quality of life in El Cerrito. Since both commercial cannabis storefronts opened, the MSC has not yet allocated any money from the Quality of Life Fund. The current MSC Quality of Life Fund balance is \$237,536 and the average is estimated to trend at \$125,000 annually.



*NUG opened in August 2021 and STIIIZY opened in June 2023.

Contra Costa Health

As a small City, El Cerrito relies on Contra Costa County to provide social support services. [Contra Costa Health](#) services the entire County of over one million residents. As their mission states, "Our bold mission is to care for and improve the health of all people in Contra Costa County with special attention to those who are most vulnerable." It is also worth highlighting that Contra Costa Health is the largest County department heavily funded through state and federal programs. Within Contra Costa Health, the Health, Housing and Homeless Services Division (H3) provides an array of services through various partnerships to support people experiencing homelessness through the Continuum of Care (CoC) Program.

Within this landscape, the Coordinated Outreach Referral and Engagement (C.O.R.E.) Program works on the frontline providing homeless outreach services to the community, operating seven days a week from 8:00 a.m. to 12:00 a.m. throughout West, Central, and East Contra Costa County. C.O.R.E. teams are mobile and go to where the clients are to identify individuals who are unhoused, assess their housing and service needs, and facilitate connection to shelter and services utilizing the coordinated entry system.

C.O.R.E. also diverts calls from the police through dispatch and provides outreach to businesses and the library to support unhoused individuals. Each C.O.R.E. team includes two full-time staff members who build relationships in the community while also ensuring that the survival needs of the homeless are addressed. C.O.R.E. links participants with health and behavioral health care services, provides transportation to medical or other benefits appointments, and supports helping participants acquire appropriate documents such as identification. C.O.R.E. teams are trained experts who have the skill set to work with participants to secure safe, stable housing.

County C.O.R.E. Teams

Currently, the all-County C.O.R.E. teams operate with two teams during the weekdays, one team in the evening, and one team during the weekend. Table 1 shows a breakdown of services along with a list of cities who separately fund teams. Based on capacity, calls for service are dispatched considering needs and available resources.

Table 1: C.O.R.E. Team

Team	Geography	Coverage	Notes
All County	Central/East	Mon-Fri., 8am-4pm	5 days/week
All County	West	Mon-Fri., 8am-4pm	5 days/week
All County	East/Central/West	Sun-Sat., 4pm-11pm	7 days/week - Evening
All County	East/Central/West	Sat-Sun., 8am-4pm	2 days/week - Weekend
<i>Note: Concord, Martinez, Pittsburg, Pleasant Hill, Richmond, San Pablo, and Walnut Creek have dedicated C.O.R.E. teams.</i>			

C.O.R.E. in El Cerrito – Pilot Program Proposal

The MSC directed staff to explore enhancing C.O.R.E. services in El Cerrito on November 7, 2023. Since that time, staff met with multiple West County cities to explore creating a regional partnership. After several meetings, city staff in the cities of San Pablo, Hercules, and El Cerrito agreed to participate in a one-year pilot of sharing one CORE team dedicated to serving the unhoused in those cities, pending approval from their respective governing bodies. The proposed pilot program would begin July 1, 2024, and run through June 30, 2025. The cost to fund a pilot C.O.R.E. team beginning in fiscal year (FY) 2024-25 is \$281,466 annually (40 hours/week) comprised of 2.43

employees including fringe benefits and other operating expenses. Each subsequent fiscal year, C.O.R.E costs will increase 5%. Attachment 2 provides detailed budget information. The three cities would equally split 40 hours per week (full/partial days), with schedule details to be negotiated. While there would be some room for flexibility depending on service needs, hours spent in locations would be closely tracked to ensure that equal time is spent. With the regional split, inclusive of San Pablo and Hercules, the total costs for each City are \$93,822 annually.

C.O.R.E. connections and relationships require multiple contact points with plenty of hands-on support to meet local individuals. Adding a new regional West County team will allow C.O.R.E. to have a more customized, consistent presence with dedicated support in El Cerrito. In addition, this regional multi-city approach will give El Cerrito the ability to better leverage other types of funding resources specific to addressing the needs of the unhoused community.

As part of C.O.R.E., Contra Costa Health utilizes the Homeless Management Information System (HMIS) to track, report and measure outcomes. HMIS collects various data points to capture demographics, service summaries, and outcomes. Staff expects to receive monthly and quarterly reports and provide semi-annual presentations to the MSC as part of this pilot.

Housing Security Fund – Other Resources

The County's Housing Security Fund (Fund) is a program that the County offers to provide quick housing stability solutions for persons who are currently experiencing or are at imminent risk of homelessness. The Fund, which is typically exhausted quickly, is intended to cover gaps in services available through the coordinated entry system for the purpose of rapidly housing or diverting persons from homelessness and the emergency shelter system. The County offers these services through the Fund by partnering with a variety of community-based organizations such as SHELTER, Inc., Season of Sharing, and others. In addition to C.O.R.E., the MSC may consider a direct allocation to this Fund designated for those in need from El Cerrito only. This allocation would cover gaps in services if funding through the Housing Security Fund is not available. Examples include:

- Short-term housing (temporary hotel stay to bridge gap)
- Short-term rental assistance (late, unpaid, back rent)
- Security deposit, application fees, utility deposit/arrears, etc.
- Local transportation, train, or plane ticket to relocate where housing has been secured
- Food/grocery needs

Staff recommends that the MSC appropriate a not-to-exceed amount of \$15,000 in FY 2024-25, as a pilot contribution to the Housing Security Fund specific to needs within El Cerrito. During the duration of the pilot, the MSC has the option to revise this allocation depending on service need.

Staff recommends that the MSC adopt the attached resolution as it is aligned with the [El Cerrito Housing Element 2023-2031](#), Program H-2.G Shelter and Housing Solutions for Persons Experience Homelessness, to address the rise in housing insecurities. The resolution would approve the following:

Options	El Cerrito Cost - One Year Pilot	Comments
1/3 of C.O.R.E. Team	\$93,822	Rest of 2/3 of team shared by San Pablo and Hercules. See Attachment 2 for detailed budget.
Not-to-Exceed Contribution to Housing Security Fund	\$15,000	Service needs will be determined as the pilot commences.
Total	\$108,822	

STRATEGIC PLAN CONSIDERATIONS

This action supports the City’s Strategic Plan Goals of:

- *Livability and Belonging*
- *Infrastructure and Amenities*
- *Community Safety*

ENVIRONMENTAL CONSIDERATIONS

This program has the potential to reduce the presence of encampments of the unhoused in the City, which would mitigate environmental impacts such as fire, the presence of biohazards and vectors, and contamination of storm water. This item is exempt from CEQA.

FINANCIAL CONSIDERATIONS

This contract will be funded using the City’s Community Benefit Quality of Life Contribution that is currently being deposited to the Municipal Services Corporation (MSC) as a restricted use. The total appropriation request is \$108,822 of the \$237,536 current balance. There is no fiscal impact to the City’s General Fund.

LEGAL CONSIDERATIONS

This item was reviewed and approved by the City Attorney.

Reviewed by:

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

Karen Pinkos, City Manager

Attachments:

1. Resolution
2. Proposed Program Budget

MUNICIPAL SERVICES CORPORATION RESOLUTION 2024-XX

A RESOLUTION OF THE EL CERRITO MUNICIPAL SERVICES CORPORATION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH CONTRA COSTA COUNTY HEALTH TO PROVIDE COORDINATED OUTREACH REFERRAL ENGAGEMENT (C.O.R.E.) SERVICES and HOUSING SECURITY FUNDS AS A PILOT FOR FISCAL YEAR 2024-25 IN AN AMOUNT NOT TO EXCEED \$108,822.00

WHEREAS, the El Cerrito City Council adopted Chapter 6.80 of the El Cerrito Municipal Code, Commercial Cannabis Ordinance, on December 19, 2017; and

WHEREAS, in 2018 and 2021, the City issued two Cannabis Operating Permits for two storefront businesses; and

WHEREAS, both Cannabis Operating Permits require community benefit contributions in the form of Community Benefit Gross Receipts Fee and Community Benefit Quality of Life Contribution; and

WHEREAS, the Community Benefit Quality of Life Contribution is earmarked for services provided by sponsored groups, non-profits, or other organizations for specific purposes that improve the quality of life in El Cerrito; and

WHEREAS, the Community Benefit Quality of Life balance is currently \$237,536.00; and

WHEREAS, on November 7, 2023 the Municipal Services Corporation (MSC) received updates on the Commercial Cannabis Ordinance and directed staff to return with options to provide a Coordinated Outreach Referral and Engagement (C.O.R.E.) team in El Cerrito; and

WHEREAS, the cities of Hercules and San Pablo intend to participate in a regional one-year pilot sharing a C.O.R.E team with El Cerrito in Fiscal Year 2024-2025; and

WHEREAS, the City Council goals, objectives, policies and action programs prioritize the City's housing needs through the *El Cerrito Housing Element 2023-2031, Program H-2.G Shelter and Housing Solutions for Persons Experience Homelessness*, to address the rise in housing insecurities; and

WHEREAS, the Board of Directors is committed to ensuring housing security opportunities for the community; and

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the El Cerrito Municipal Services Corporation (Board) that it authorizes the Executive Director to execute a contract and all necessary documents with Contra Costa County Health to provide C.O.R.E. services in an amount of \$93,822.00 and approving up to \$15,000.00 in Housing Security Funds as a pilot for one-year, for a total amount not to exceed \$108,822.00.

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

I CERTIFY that at a special meeting on March 19, 2024, the Municipal Services Corporation passed this Resolution by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:

IN WITNESS of this action, I sign this document on_____.

Holly M. Charléty, Board Secretary

APPROVED:

Tessa Rudnick, Board Chairperson

Team Name: **K- El Cerrito**
 Contract Term: **7/1/2024 - 6/30/2025**

		Distribution across funding sources				Contract Total Year 1	El Cerrito	Hercules	San Pablo	
Funding source(s)		K- El Cerrito		Leveragaged Funding						
Funding Amount		\$ 281,466		\$ 676,822			\$ 93,822	\$ 93,822	\$ 93,822	
Option Code(s)										
CFDA Number										
Federal, State, or Local Funding				Various		FY24-25				
Personnel Expenses										
Position Titles	FY24-25 Salary	FTE	Salaries	FTE	Salaries	FTE	TOTAL	TOTAL	TOTAL	TOTAL
Care Coordinator	\$ 75,600	0.00	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -
Dispatch	\$ 57,745	0.00	\$ -	-	\$ 115,490	2.00	\$ -	\$ -	\$ -	\$ -
HMIS Data Analyst	\$ 67,245	0.00	\$ -	-	\$ 67,245	1.00	\$ -	\$ -	\$ -	\$ -
HMIS Data Specialist	\$ 55,299	0.00	\$ -	-	\$ 55,299	1.00	\$ -	\$ -	\$ -	\$ -
Outreach Specialist	\$ 57,745	2.00	\$ 115,500	2.00	\$ -	-	\$ 115,500	\$ 38,500	\$ 38,500	\$ 38,500
Program Coordinator	\$ 83,997	0.25	\$ 20,999	0.25	\$ -	-	\$ 20,999	\$ 7,000	\$ 7,000	\$ 7,000
Program Director	\$ 117,172	0.00	\$ -	-	\$ 117,172	1.00	\$ -	\$ -	\$ -	\$ -
Program Manager	\$ 92,405	0.13	\$ 12,013	0.13	\$ -	-	\$ 12,013	\$ 4,004	\$ 4,004	\$ 4,004
<i>Overtime</i>		<i>0.03</i>	\$ 3,105	<i>0.03</i>			\$ 3,105	\$ 1,035	\$ 1,035	\$ 1,035
<i>Doubletime</i>		<i>0.01</i>	\$ 1,035	<i>0.01</i>			\$ 1,035	\$ 345	\$ 345	\$ 345
Total FTE & Total Salaries		2.38	\$ 152,652	2.38	\$ 355,206	5.00	\$ 152,652	\$ 50,884	\$ 50,884	\$ 50,884
PT Fringe Benefits		16.00%	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
FT Fringe Benefits		32.00%	\$ 48,849		\$ 113,667		\$ 48,849	\$ 16,283	\$ 16,283	\$ 16,283
Heluna F&A		11.20%	\$ 22,568		\$ 52,513		\$ 22,568	\$ 7,523	\$ 7,523	\$ 7,523
Subtotal Personnel Expenses			\$ 224,069		\$ 521,385		\$ 224,069	\$ 74,690	\$ 74,690	\$ 74,690
Operating Expenses										
Vehicle expenses (rental, gas, etc.)			\$ 22,180				\$ 22,180	\$ 7,393	\$ 7,393	\$ 7,393
Phone & IT Expenses			\$ 4,040				\$ 4,040	\$ 1,347	\$ 1,347	\$ 1,347
Client Expenses (Transit tickets, water, food, emergency supplies, etc.)			\$ 720		1,000		\$ 720	\$ 240	\$ 240	\$ 240
Other Costs (office supplies, employee uniforms, storage unit etc.)			\$ 4,870		2,000		\$ 4,870	\$ 1,623	\$ 1,623	\$ 1,623
Subtotal Operating Expenses			\$ 31,810		\$ 3,000		\$ 31,810	\$ 10,603	\$ 10,603	\$ 10,603
Subtotal Direct Expenses			\$ 255,879		\$ 524,385		\$ 255,879	\$ 85,293	\$ 85,293	\$ 85,293
Admin Indirect Expense		10%	\$ 25,587		\$ 52,437		\$ 25,587	\$ 8,529	\$ 8,529	\$ 8,529
Housing Security Fund (HSF)					\$ 100,000					
TOTAL PROGRAM EXPENSES			\$ 281,466		\$ 676,822		\$ 281,466	\$ 93,822	\$ 93,822	\$ 93,822
Quarterly Invoice			\$ 70,366				\$ 70,366	\$ 23,455	\$ 23,455	\$ 23,455

Team Name: **K- El Cerrito**
 Contract Term: **7/1/2024 - 6/30/2026**

		Distribution across funding sources				Contract Total Year 1	City of El Cerrito	City of Hercules	City of San Pablo		Contract Total Year 2 5% increase from 24-25	City of El Cerrito	City of Hercules	City of San Pablo
Funding source(s)	Funding Amount	K- El Cerrito		Leveragaged Funding										
Option Code(s)	CFDA Number													
Federal, State, or Local Funding			Various											
Personnel Expenses														
Position Titles	FY24-25 Salary	FTE	Salaries	FTE	Salaries	FTE	TOTAL	TOTAL	TOTAL	FY25-26 Salary	TOTAL	TOTAL	TOTAL	
Care Coordinator	\$ 75,600	0.00	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ 79,380	\$ -	\$ -	\$ -	
Dispatch	\$ 57,745	0.00	\$ -	-	\$ 115,490	2.00	\$ -	\$ -	\$ -	\$ 60,632	\$ -	\$ -	\$ -	
HMIS Data Analyst	\$ 67,245	0.00	\$ -	-	\$ 67,245	1.00	\$ -	\$ -	\$ -	\$ 70,608	\$ -	\$ -	\$ -	
HMIS Data Specialist	\$ 55,299	0.00	\$ -	-	\$ 55,299	1.00	\$ -	\$ -	\$ -	\$ 58,064	\$ -	\$ -	\$ -	
Outreach Specialist	\$ 57,745	2.00	\$ 115,500	2.00	\$ -	-	\$ 115,500	\$ 38,500	\$ 38,500	\$ 60,632	\$ 121,275	\$ 40,425	\$ 40,425	
Program Coordinator	\$ 83,997	0.25	\$ 20,999	0.25	\$ -	-	\$ 20,999	\$ 7,000	\$ 7,000	\$ 88,196	\$ 22,049	\$ 7,350	\$ 7,350	
Program Director	\$ 117,172	0.00	\$ -	-	\$ 117,172	1.00	\$ -	\$ -	\$ -	\$ 123,030	\$ -	\$ -	\$ -	
Program Manager	\$ 92,405	0.13	\$ 12,013	0.13	\$ -	-	\$ 12,013	\$ 4,004	\$ 4,004	\$ 97,025	\$ 12,613	\$ 4,204	\$ 4,204	
Overtime		0.03	\$ 3,105	0.03			\$ 3,105	\$ 1,035	\$ 1,035	\$ 3,260	\$ 1,087	\$ 1,087	\$ 1,087	
Doubletime		0.01	\$ 1,035	0.01			\$ 1,035	\$ 345	\$ 345	\$ 1,087	\$ 362	\$ 362	\$ 362	
Total FTE & Total Salaries	2.38		\$ 152,652	2.38	\$ 355,206	5.00	\$ 152,652	\$ 50,884	\$ 50,884	\$ 160,285	\$ 53,428	\$ 53,428	\$ 53,428	
PT Fringe Benefits	16.00%		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
FT Fringe Benefits	32.00%		\$ 48,849		\$ 113,667		\$ 48,849	\$ 16,283	\$ 16,283	32.00%	\$ 51,292	\$ 17,097	\$ 17,097	
Heluna F&A	11.20%		\$ 22,568		\$ 52,513		\$ 22,568	\$ 7,523	\$ 7,523	11.20%	\$ 23,696	\$ 7,899	\$ 7,899	
Subtotal Personnel Expenses			\$ 224,069		\$ 521,385		\$ 224,069	\$ 74,690	\$ 74,690	\$ 235,272	\$ 78,424	\$ 78,424	\$ 78,424	
Operating Expenses														
Vehicle expenses (rental, gas, etc.)			\$ 22,180				\$ 22,180	\$ 7,393	\$ 7,393	\$ 22,180	\$ 7,393	\$ 7,393	\$ 7,393	
Phone & IT Expenses			\$ 4,040				\$ 4,040	\$ 1,347	\$ 1,347	\$ 4,040	\$ 1,347	\$ 1,347	\$ 1,347	
Client Expenses (Transit tickets, water, food, emergency supplies, etc.)			\$ 720		\$ 1,000		\$ 720	\$ 240	\$ 240	\$ 720	\$ 240	\$ 240	\$ 240	
Other Costs (office supplies, employee uniforms, storage unit etc.)			\$ 4,870		\$ 2,000		\$ 4,870	\$ 1,623	\$ 1,623	\$ 4,870	\$ 1,623	\$ 1,623	\$ 1,623	
Subtotal Operating Expenses			\$ 31,810		\$ 3,000		\$ 31,810	\$ 10,603	\$ 10,603	\$ 31,810	\$ 10,603	\$ 10,603	\$ 10,603	
Subtotal Direct Expenses			\$ 255,879		\$ 524,385		\$ 255,879	\$ 85,293	\$ 85,293	\$ 267,082	\$ 89,027	\$ 89,027	\$ 89,027	
Admin Indirect Expense	10%		\$ 25,587		\$ 52,437		\$ 25,587	\$ 8,529	\$ 8,529	10%	\$ 26,708	\$ 8,903	\$ 8,903	
Housing Security Fund (HSF)					\$ 100,000		\$ -							
TOTAL PROGRAM EXPENSES			\$ 281,466		\$ 676,822		\$ 281,466	\$ 93,822	\$ 93,822	\$ 293,790	\$ 97,930	\$ 97,930	\$ 97,930	
Quarterly Invoice			\$ 70,366				\$ 70,366	\$ 23,455	\$ 23,455	\$ 73,448	\$ 24,483	\$ 24,483	\$ 24,483	

Team Name: K- El Cerrito
 Contract Term: 7/1/2024 - 6/30/2027

		Distribution across funding sources																		
		K- El Cerrito		Leveraged Funding		Contract Total Year 1	City of El Cerrito	City of Hercules	City of San Pablo		Contract Total Year 2 5% increase from 24-25	City of El Cerrito	City of Hercules	City of San Pablo		Contract Total Year 3 3% increase from 26-27	City of El Cerrito	City of Hercules	City of San Pablo	
						FY24-25	\$ 93,822	\$ 93,822	\$ 93,822		\$ 97,930	\$ 97,930	\$ 97,930		\$ 101,864	\$ 101,864	\$ 101,864			
Funding source(s)																				
Funding Amount																				
Option Code(s)																				
CFDA Number																				
Federal, State, or Local Funding				Various		FY24-25				FY25-26					FY26-27					
Personnel Expenses																				
Position Titles		FY24-25 Salary		FTE		Salaries		FTE		Salaries		FTE		TOTAL		TOTAL		TOTAL		
Care Coordinator		\$ 75,600	0.00	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	
Dispatch		\$ 57,745	0.00	\$ -	-	\$ 115,490	2.00	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	
HMIS Data Analyst		\$ 67,245	0.00	\$ -	-	\$ 67,245	1.00	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	
HMIS Data Specialist		\$ 55,299	0.00	\$ -	-	\$ 55,299	1.00	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	
Outreach Specialist		\$ 57,745	2.00	\$ 115,500	2.00	\$ -	-	\$ 115,500	\$ 38,500	\$ 38,500	\$ 38,500	\$ 38,500	\$ 60,632	\$ 121,275	\$ 40,425	\$ 40,425	\$ 40,425	\$ 62,451	\$ 124,913	
Program Coordinator		\$ 83,997	0.25	\$ 20,999	0.25	\$ -	-	\$ 20,999	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 88,196	\$ 22,049	\$ 7,350	\$ 7,350	\$ 7,350	\$ 90,842	\$ 22,711	
Program Director		\$ 117,172	0.00	\$ -	-	\$ 117,172	1.00	\$ -	-	\$ -	-	\$ -	\$ 123,030	\$ -	\$ -	\$ -	\$ -	\$ 126,721	\$ -	
Program Manager		\$ 92,405	0.13	\$ 12,013	0.13	\$ -	-	\$ 12,013	\$ 4,004	\$ 4,004	\$ 4,004	\$ 4,004	\$ 97,025	\$ 12,613	\$ 4,204	\$ 4,204	\$ 4,204	\$ 99,936	\$ 12,992	
Overtime			0.03	\$ 3,105	0.03	\$ -	-	\$ 3,105	\$ 1,035	\$ 1,035	\$ 1,035	\$ 1,035	\$ 3,260	\$ 1,087	\$ 1,087	\$ 1,087	\$ 3,358	\$ 1,119	\$ 1,119	
Doubletime			0.01	\$ 1,035	0.01	\$ -	-	\$ 1,035	\$ 345	\$ 345	\$ 345	\$ 345	\$ 1,087	\$ 362	\$ 362	\$ 362	\$ 1,120	\$ 373	\$ 373	
Total FTE & Total Salaries		2.38		\$ 152,652	2.38	\$ 355,206	5.00	\$ 152,652	\$ 50,884	\$ 50,884	\$ 50,884	\$ 50,884	\$ 160,285	\$ 53,428	\$ 53,428	\$ 53,428	\$ 165,093	\$ 55,031	\$ 55,031	
PT Fringe Benefits		16.00%		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FT Fringe Benefits		32.00%		\$ 48,849		\$ 113,667		\$ 48,849	\$ 16,283	\$ 16,283	\$ 16,283	\$ 16,283	32.00%	\$ 51,292	\$ 17,097	\$ 17,097	\$ 17,097	34.00%	\$ 56,132	
Heluna F&A		11.20%		\$ 22,568		\$ 52,513		\$ 22,568	\$ 7,523	\$ 7,523	\$ 7,523	\$ 7,523	11.20%	\$ 23,696	\$ 7,899	\$ 7,899	\$ 7,899	13.00%	\$ 24,777	
Subtotal Personnel Expenses				\$ 224,069		\$ 521,385		\$ 224,069	\$ 74,690	\$ 74,690	\$ 74,690	\$ 74,690	\$ 235,272	\$ 78,424	\$ 78,424	\$ 78,424	\$ 246,002	\$ 82,001	\$ 82,001	
Operating Expenses																				
Vehicle expenses (rental, gas, etc.)		\$ 22,180		\$ -		\$ -		\$ 22,180	\$ 7,393	\$ 7,393	\$ 7,393	\$ 7,393	\$ 22,180	\$ 7,393	\$ 7,393	\$ 7,393	\$ 22,180	\$ 7,393	\$ 7,393	
Phone & IT Expenses		\$ 4,040		\$ -		\$ -		\$ 4,040	\$ 1,347	\$ 1,347	\$ 1,347	\$ 1,347	\$ 4,040	\$ 1,347	\$ 1,347	\$ 1,347	\$ 4,040	\$ 1,347	\$ 1,347	
Client Expenses (Transit tickets, water, food, emergency supplies, etc.)		\$ 720		\$ -	1,000	\$ 720		\$ 720	\$ 240	\$ 240	\$ 240	\$ 240	\$ 720	\$ 240	\$ 240	\$ 240	\$ 720	\$ 240	\$ 240	
Other Costs (office supplies, employee uniforms, storage unit etc.)		\$ 4,870		\$ -	2,000	\$ 4,870		\$ 4,870	\$ 1,623	\$ 1,623	\$ 1,623	\$ 1,623	\$ 4,870	\$ 1,623	\$ 1,623	\$ 1,623	\$ 4,870	\$ 1,623	\$ 1,623	
Subtotal Operating Expenses		\$ 31,810		\$ 3,000		\$ 31,810		\$ 31,810	\$ 10,603	\$ 10,603	\$ 10,603	\$ 10,603	\$ 31,810	\$ 10,603	\$ 10,603	\$ 10,603	\$ 31,810	\$ 10,603	\$ 10,603	
Subtotal Direct Expenses		\$ 255,879		\$ 524,385		\$ 255,879		\$ 255,879	\$ 85,293	\$ 85,293	\$ 85,293	\$ 85,293	\$ 267,082	\$ 89,027	\$ 89,027	\$ 89,027	\$ 277,812	\$ 92,604	\$ 92,604	
Admin Indirect Expense 10%		\$ 25,587		\$ 52,437		\$ 25,587		\$ 25,587	\$ 8,529	\$ 8,529	\$ 8,529	\$ 8,529	10%	\$ 26,708	\$ 8,903	\$ 8,903	\$ 8,903	10%	\$ 27,780	
Housing Security Fund (HSF)				\$ 100,000		\$ 100,000		\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL PROGRAM EXPENSES		\$ 281,466		\$ 676,822		\$ 281,466		\$ 93,822	\$ 93,822	\$ 93,822	\$ 93,822	\$ 93,822	\$ 293,790	\$ 97,930	\$ 97,930	\$ 97,930	\$ 305,592	\$ 101,864	\$ 101,864	
Quarterly Invoice		\$ 70,366		\$ -		\$ 70,366		\$ 23,455	\$ 23,455	\$ 23,455	\$ 23,455	\$ 23,455	\$ 73,448	\$ 24,483	\$ 24,483	\$ 24,483	\$ 76,398	\$ 25,466	\$ 25,466	

**SUPPLEMENTAL AGENDA MATERIALS
SPECIAL MUNICIPAL SERVICES
CORPORATION MEETING
March 19, 2024
(Rev. March 21, 2024)**

1. Agenda Item 4.B. - Approval and Authorization of a contract to provide Coordinated Outreach Referral Engagement (C.O.R.E.) services and Housing Security Funds
 - a. Presentation (revised)

Approval and Authorization of Contract with Contra Costa Health

El Cerrito Municipal Services Corporation

March 19, 2024

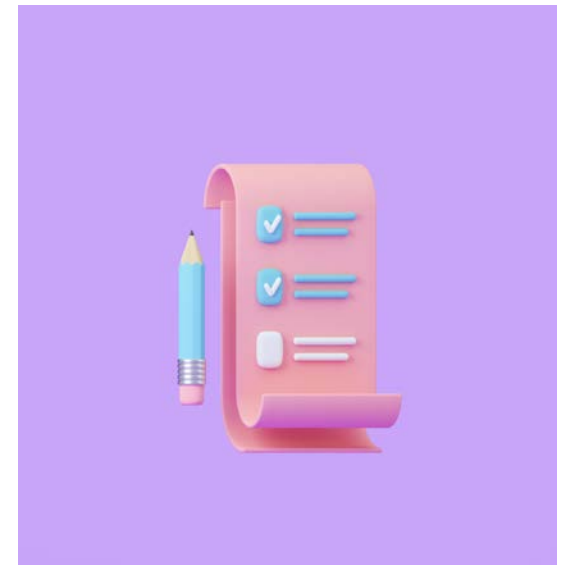
Aissia Ashoori, Housing-Economic Development Manager

Alexandra Orologas, Assistant City Manager



Agenda

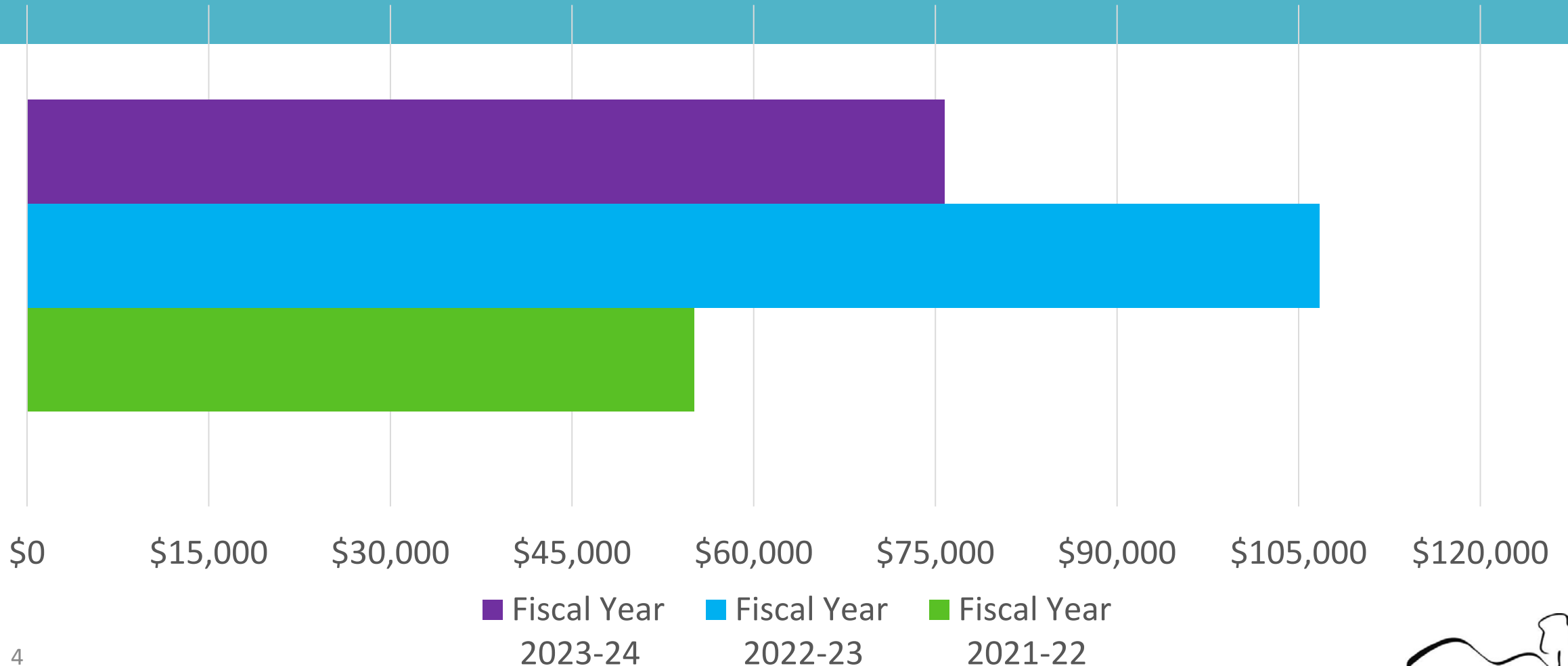
- Community Benefits Overview
- Contra Costa Health
- Tri-City Partnership
- Discussion/Next Steps



Community Benefits: Overview

- Cannabis Operating Permits
 - NUG, Opened August 2021
 - STIIIZY, Opened June 2023
- Both permits are subject to a 3-year term
- Community Benefits
 1. Community Benefit, Gross Receipts Fee (General Fund)
 2. Community Benefit, Quality of Life Contribution (restricted use)
 - Eligibility: restricted to sponsored groups, non-profits, or other organizations to be used for specific purposes that support the City's goals and objectives.

Quality of Life Fund Contributions: As of 12/31/2023



4

MSC Balance = \$237,536.00

Average \$125K/annually

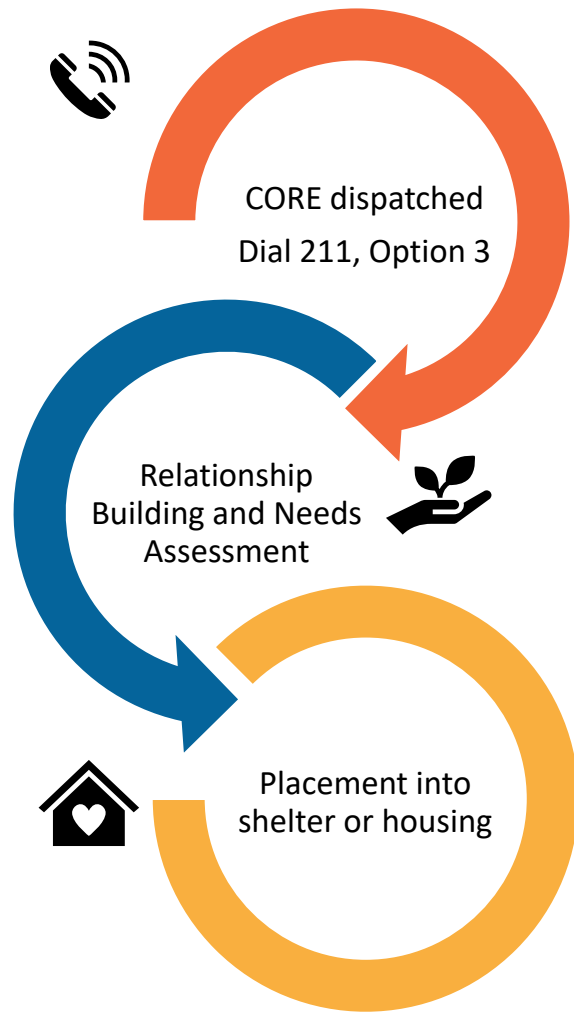


Contra Costa Health



- Contra Costa Health provides many services to support our unhoused:
 - **Health, Housing and Homeless Services Division (H3)**
 - Integrates housing and homeless services across the health system; and coordinates housing and homeless services
 - **Continuum of Care (COC)**
 - Over 50 providers, including government and non-profits
 - **Coordinated Entry (CE)**
 - Serves as centralized hub for assessing needs/connecting to housing services
 - **Coordinated Assessment Resource and Engagement (CARE) Centers**
 - Drop-in sites for people experiencing homelessness
 - **Coordinated Outreach Referral and Engagement (CORE) Program**
 - Engage and stabilize unhoused individuals/families to facilitate/deliver health and basic need services including permanent housing

CORE Mobile Outreach

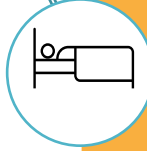


CORE Mobile Outreach

A Mobile
Front
Door to
Services



Linkages to health and behavioral health



Direct placement into shelter & warming center



Encampment abatement support



Transportation to appointments



Connection to Community Resources (benefits, legal services, employment)



Housing placement

Tri-City Partnership

- Proposed Tri-City CORE Team: El Cerrito, Hercules and San Pablo
- CORE, One-Year Pilot – July 1, 2024 – June 30, 2025:
 - Total \$281,466; \$93,822/per City
 - 2.38 employees dedicated to Tri-City team
 - 40 hours/week; Monday – Friday (schedule is TBD)
 - Customized Homeless Management Information System (HMIS) Database/Reporting
- El Cerrito: Housing Security Fund
 - Up-to \$15,000 contribution
 - Local funding resource to fill the gaps for person experiencing or imminently at risk of homelessness
- Total El Cerrito Budget Authorization: \$108,822

Questions, Answers, Discussion

Thank you!

