

Mayor
Tessa Rudnick
Mayor Pro Tem
Carolyn Wysinger



Councilmembers
Paul Fadelli
Lisa Motoyama
Gabriel Quinto

TUESDAY, SEPTEMBER 17, 2024

SPECIAL CITY COUNCIL MEETING (5:00 PM)

Hillside Conference Room - 10890 San Pablo Ave, El Cerrito

<https://us06web.zoom.us/j/84360458127?pwd=gJU6J0C8iqdfUx1kiOlbsPDaTLXKc.1>

Meeting ID: 843 6045 8127 **Passcode:** 736616 **Dial in:** 1-408-638-0968

REGULAR CITY COUNCIL MEETING (6:00 PM)

Council Chambers - 10890 San Pablo Ave, El Cerrito

Closed Captions Available Via Zoom:

<https://us06web.zoom.us/j/88143098465?pwd=YQBN7duggKTHHHnNatlmJR9bpTRJX.1>

Meeting ID: 881 4309 8465 **Password:** 968523 **Dial in:** 1-408-638-0968

View (Regular Meeting Only):

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

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**.

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

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

Mayor

Tessa Rudnick
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**AGENDA****Councilmembers**

Paul Fadelli
Lisa Motoyama
Gabriel Quinto

2. ORAL COMMUNICATIONS FROM THE PUBLIC

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

3. CLOSED SESSION CONFERENCE WITH NEGOTIATORS

Pursuant to Government Code Section 54957.6

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

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

Contact: Sky Woodruff, City Attorney, City Management

4. COMMISSION INTERVIEWS, STATUS AND APPOINTMENTS

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

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

5. ADJOURN SPECIAL CITY COUNCIL MEETING**6:00 PM ROLL CALL – CONVENE REGULAR CITY COUNCIL MEETING****1. CONSIDER AND TAKE ACTION ON ANY REQUEST FROM A COUNCILMEMBER TO PARTICIPATE IN THE MEETING REMOTELY DUE TO EMERGENCY CIRCUMSTANCES PURSUANT TO AB 2449****2. PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF A MOMENT OF SILENCE****3. TELECONFERENCE AND PUBLIC COMMENT INSTRUCTIONS****4. COUNCIL/STAFF COMMUNICATIONS**

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

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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. Hispanic Heritage Proclamation

Action Proposed: Pass a motion to approve a proclamation declaring September 15, 2023- October 15, 2023 as Hispanic Heritage Month, by recognizing and celebrating the histories, cultures, and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean, and Central and South America.

Contact: Shannon Bassi, Senior Human Resources Analyst, City Management

B. Suicide Prevention Awareness Proclamation

Action Proposed: Pass a motion to approve a proclamation declaring September as Suicide Prevention Awareness Month in the City of El Cerrito.

Contact: Shannon Bassi, Senior Human Resources Analyst, City Management

C. United Against Hate Week

Action Proposed: Pass a motion to approve a proclamation declaring September 21 - 27, 2024 as United Against Hate Week in the City of El Cerrito.

Contact: Will Provost, Assistant to the City Manager, City Management

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D. Monthly Disbursement and Check Register Report for August 2024

Action Proposed: Receive and file the Monthly Disbursement and Check Register Report for the month of August 2024.

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

E. 2nd Reading and Adoption of an Ordinance to Reauthorize an Existing Transactions and Use Tax to be Administered by the California Department of Tax and Fee Administration

Notice published 7/13/2024, 1st Reading 7/16/2024

Action Proposed: Waive the Second Reading and Adopt Ordinance 2024-02 Amending and Restating Chapter 4.62 of the El Cerrito Municipal Code to Reauthorize an Existing Transactions and Use Tax to be Administered by the California Department of Tax and Fee Administration

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

F. Spending Authority for Certain Vendors Expected to Exceed \$45,000 for FY 2024-25

Action Proposed: Adopt a resolution approving spending authority for vendors expected to exceed \$45,000 in Fiscal Year 2024-25.

Contact: Claire Coleman, Budget/Financial Services Manager, Finance Department

G. Consulting Services Agreements for On-Call Engineering and Project Management Services

Action Proposed: Adopt a resolution authorizing the City Manager to execute consulting services agreements with three firms, Bellecci, Tetra Tech, Theis Engineering and Associates, Inc to provide On-call Engineering and Project Management services for three years with options to extend for an additional two years in an amount not to exceed \$250,000 per fiscal year for each agreement.

Contact: A'shanti Coleman, Management Assistant; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

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H. Resolution to Amend the City's Classification Plan

Action Proposed: Adopt a resolution amending the City's Classification Plan to 1) authorize revisions to the existing classifications of Childcare Aide, Plan Checker I/II, Assistant Engineer, Engineering Technician II, Information Technology Technician and 2) authorize the new classification of Engineering Technician I.

Contact: Shannon Bassi, Senior Human Resources Analyst, City Management

8. PUBLIC HEARINGS

A. Fire Hazard Abatement

Exempt from CEQA review pursuant to Sections 15304 and 15308, Notice published 9/7/2024

Action Proposed: 1) Adopt a resolution declaring that weeds, rubbish, litter, or other flammable material on certain real property identified in the resolution constitutes a public nuisance; and 2) Conduct a public hearing; and 3) Adopt a resolution overriding objections by property owners and ordering the City Manager or their designee to abate certain public nuisances pursuant to El Cerrito Municipal Code Chapter 16.26.

Contact: Traviss Crumpacker, Fire Prevention Officer; Chase Beckman, Fire Marshal, Fire Department

B. Development Agreement for the 1715 Elm Street Project

Notice Published on 9/7/2024

Action Proposed: Waive the first reading of and introduce an ordinance approving a Development Agreement for the 1715 Elm Street project to extend the term of the Agreement with the original developer for 5 years.

Contact: Sean Moss, Planning Manager; Jeff Ballantine, Senior Planner, Community Development Department

9. POLICY MATTERS

A. Police Equipment and Services Agreement with Axon Inc.

Action Proposed: Adopt a resolution authorizing the City Manager to enter into five-year agreement with Axon Inc. to supply police equipment and services in an amount not to exceed \$159,000 annually, for a total contract amount not to exceed \$785,192.

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Contact: Paul Keith, Chief of Police, Police Department

B. FY 2023-24 General Fund Budget Quarterly Update through June 2024

Action Proposed: Receive and file an update on City General Fund revenues and expenses for FY 2023-24 through June 2024.

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

C. Roll Forward of Incomplete Purchase Orders from FY 2023-24

Action Proposed: Adopt a resolution authorizing the carry forward of \$604,623.85 from the General Fund and \$12,348,520.48 from special revenue and enterprise funds for purchase orders authorized during FY 2023-24 but expected to be completed in FY 2024-25.

Contact: Crystal Reams, Finance Director/City Treasurer, Finance Department; Claire Coleman, Budget/Financial Services Manager, Finance Department

D. Voting Direction for League of California Cities 2024 Annual Conference Resolutions Packet

Action Proposed: Pass a motion to authorize and provide direction to the annual conference voting delegate on how to vote on the proposed resolutions packet for 2024.

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

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, October 1, 2024 at 6:00 p.m.

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



AGENDA BILL

Agenda Item No. 4.

Date: September 17, 2024
To: El Cerrito City Council
From: Holly M. Charl  y, City Clerk, City Management
Subject: COMMISSION INTERVIEWS, STATUS AND APPOINTMENTS

ACTION PROPOSED

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

BACKGROUND/ANALYSIS

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

INTERVIEW SCHEDULE

Interviews scheduled for this meeting are as follows:

5:45 PM	Michael Norwood	Planning Commission
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STRATEGIC PLAN CONSIDERATIONS

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

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

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

This section is not applicable to this agenda item.

LEGAL CONSIDERATIONS

This section is not applicable to this agenda item.

Reviewed by:

A handwritten signature in blue ink, appearing to read "H. Charléty", with a stylized flourish at the end.

Holly Charléty, City Clerk

Attachments:

Application(s) on file with City Clerk

EL CERRITO CITY COUNCIL PROCLAMATION
Designating September 15, 2024 – October 15, 2024 as
Hispanic Heritage Month

WHEREAS, each year, the federal government and local governments observe National Hispanic Heritage Month as the period from September 15 to October 15, by recognizing and celebrating the histories, cultures, and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean and Central and South America; and

WHEREAS, September 15th is significant as a starting date for Hispanic Heritage month because it is the anniversary of independence for the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Mexico and Chile celebrate their independence on September 16th and September 18th respectively; and

WHEREAS, Hispanics are the largest ethnic group in the State of California and at nearly 18.9% of the United States population, make up the largest ethnic or race minority group in America; and

WHEREAS, Hispanics have made innumerable contributions to the El Cerrito community, and it is important the City recognize and celebrate the diverse histories and cultures of the Hispanic population.

NOW THEREFORE, the City Council of the City of El Cerrito does hereby proclaim the period of September 15, 2024 – October 15, 2024, as Hispanic Heritage Month in the City of El Cerrito in recognition of the many contributions Hispanics have made both locally and nationally, and to promote greater awareness of the rich history and culture of the Hispanic community.

Dated: September 17, 2024

Tessa Rudnick, Mayor

EL CERRITO CITY COUNCIL PROCLAMATION
Recognizing September as Suicide Prevention Awareness Month

WHEREAS, September is known around the United States as “National Suicide Prevention Awareness Month”; and

WHEREAS, most of us are quite aware of suicide. Suicide Prevention Awareness Month is intended to help promote and give attention to the Suicide Prevention services available to us and our community. The goal is to speak openly about the topic of suicide to help erase the stigma surrounding it, and to direct those in need to the appropriate support services; and

WHEREAS, suicide is the 11th leading cause of death in the US, and on average, there are 136 suicides per day; and

WHEREAS, according to the American Foundation for Suicide Prevention, 49,476 Americans died by suicide and an estimated 1.6 million suicide attempts in the year 2022; and

WHEREAS, suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

WHEREAS, local organizations like the [Contra Costa Crisis Center](#) and national organizations like the [National Alliance on Mental Illness](#) and the [American Foundation for Suicide Prevention](#) are on the front lines of a war that many still refuse to discuss, as suicide and mental illness remain too uncomfortable of a topic to talk about; and

WHEREAS, every member of our community should understand that throughout life’s struggles we all need the occasional reminder that we are all fighting our own battles; and

WHEREAS, the City Council of the City of El Cerrito encourages all residents to take the time to check in with their family, friends, and neighbors on regular basis and to honestly communicate their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

NOW THEREFORE, the City Council of the City of El Cerrito does hereby proclaim the month of September 2024 as National Suicide Prevention Awareness Month in the City of El Cerrito.

Dated: September 17, 2024

Tessa Rudnick, Mayor

EL CERRITO CITY COUNCIL PROCLAMATION
Designating September 21 –27, 2024, as “United Against Hate Week”

WHEREAS, the United States is a nation of immigrants, whose strength comes from its diversity;
and

WHEREAS, the Constitution enshrines equality on all individuals, regardless of race, gender, orientation, religion, or political views; and

WHEREAS, recent federal policies and rhetoric have generated a toxic environment that encourages the propagation of racist, xenophobic, sexist, homophobic, antisemitic, Islamophobic, and other bigoted views by emboldened hate groups and individuals; and

WHEREAS, deep divisions within our country allow for the festering of extreme ideology, further strengthening a cycle of mistrust and suspicion fueled by fear, anxiety, and insecurity; and

WHEREAS, the number of hate crimes across the United States has increased dramatically over the past few years; and

WHEREAS, the City of El Cerrito has experienced racist, homophobic, and antisemitic comments through its public comments process and remains deeply committed to inclusivity; and

WHEREAS, the City of El Cerrito was declared a Sanctuary City on March 21, 2017, further affirming the City’s commitment to the values of dignity, inclusivity, and respect for all individuals regardless of ethnic or national origin, gender identity, race, religious affiliation, sexual orientation, age, disability, or immigration status; and

WHEREAS, the community launched a Stop Hate Together campaign to further state our shared values and reiterate our commitment to inclusivity; and

WHEREAS, education, compassion, and cooperation are key to understanding and embracing differences between people; and

WHEREAS, sponsoring a [United Against Hate Week](#) is an important step in bridging divisions and healing communities; and

WHEREAS, to further engage the community around United Against Hate Week in El Cerrito, the City is hosting a free film screening on September 26 at 6pm, in coordination with the Human Relations Commission, featuring “Repairing the World: Stories from the Tree of Life” at the Rialto Cinemas Cerrito.

NOW THEREFORE, the City Council of the City of El Cerrito does hereby declare the week of September 21 through 27, 2024 as United Against Hate Week in the City of El Cerrito, invites the community to attend a United Against Hate Week film screening event on September 26 at 6 pm at the Rialto Cinemas Cerrito, and encourages all residents to work together against hate, restore respect and civil discourse, embrace the strength of diversity, and build inclusive and equitable communities for all.

Dated: September 17, 2024

Tessa Rudnick, Mayor



AGENDA BILL

Agenda Item No. 7.D.

Date: September 17, 2024
To: El Cerrito City Council
From: Crystal Reams, Finance Director/City Treasurer, Finance Department
Subject: Monthly Disbursement and Check Register Report for August 2024

ACTION PROPOSED

Receive and file the Monthly Disbursement and Check Register Report for the month of August 2024.

BACKGROUND/ANALYSIS

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

- Month ending August 31, 2024, reflecting 349 Accounts Payable General Warrant Nos. 90483 through 90831, 40 ACH/EFT transactions, and 685 payroll-related checks and EFTs for a grand total of \$6,136,488.92

STRATEGIC PLAN CONSIDERATIONS

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

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

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

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

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

LEGAL CONSIDERATIONS

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

Reviewed by:

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

Karen Pinkos, City Manager

Attachments:

1. Monthly Payment Register August 2024

City of El Cerrito
Payment Register

From Payment Date: 8/1/2024 - To Payment Date: 8/31/2024

Number	Date	Status	Void Reason	onciled/ Voided I	Source	Payee Name	Description	Transaction Amount
Accounts Payable - Checks								
<u>Check</u>								
90483	08/01/2024	Reconciled		08/07/2024	Accounts Payable	4LEAF, INC.	PLAN REVIEW SERVICES 6/1/24 - 6/30/24	\$73,900.30
90484	08/01/2024	Reconciled		08/06/2024	Accounts Payable	AVILA PROJECT MANAGEMENT	ACCESS MODIFICATIONS, SIDEWALK & ADA IMPROVEMENTS PROJ	\$60,180.50
90485	08/01/2024	Reconciled		08/06/2024	Accounts Payable	BERTRAND, FOX, ELLIOT, OSMAN & WENZEL LLP	CITY OF EL CERRITO (GENERAL) (FEE)	\$5,525.00
90486	08/01/2024	Reconciled		08/09/2024	Accounts Payable	CONTRA COSTA HEALTH SERVICES	TIPPING WALL INSPECTION REPORT 6/4/24	\$199.00
90487	08/01/2024	Reconciled		08/06/2024	Accounts Payable	CSW/STUBER-STROEH ENGINEERING GROUP INC	DEL NORTE TOD COMPLETE STREETS	\$6,030.45
90488	08/01/2024	Reconciled		08/08/2024	Accounts Payable	DATA TICKET, INC.	BUILDING AND SAFETY JUNE24	\$405.02
90489	08/01/2024	Reconciled		08/05/2024	Accounts Payable	DELL MARKETING L.P.	3 LAPTOPS FOR RECREATION	\$6,222.25
90490	08/01/2024	Reconciled		08/05/2024	Accounts Payable	GALLAGHER BENEFIT SERVICES, INC.	CLASS AND COMP STUDY JUNE 24 PROGRESS	\$510.00
90491	08/01/2024	Reconciled		08/06/2024	Accounts Payable	GOLDFARB & LIPMAN LLP	HOUSING - MAYFAIR	\$2,224.00
90492	08/01/2024	Reconciled		08/06/2024	Accounts Payable	HONEYWELL INTERNATIONAL, INC.	CITY SATELLITE PHONE - JUNE 24	\$225.00
90493	08/01/2024	Reconciled		08/05/2024	Accounts Payable	KAISER PERMANENTE	PRE-EMPLOYMENT PHYSICALS - MAY24	\$649.00
90494	08/01/2024	Reconciled		08/05/2024	Accounts Payable	KITTELSON & ASSOCIATES INC	2023 LRSP	\$11,553.06
90495	08/01/2024	Reconciled		08/09/2024	Accounts Payable	LSA ASSOCIATES, INC.	PROFESSIONAL SVCS - 1711 EASTSHORE JUNE24	\$4,365.00
90496	08/01/2024	Reconciled		08/06/2024	Accounts Payable	MACK5	COMMUNITY CTR ROOF REPLACEMENT	\$6,436.00
90497	08/01/2024	Reconciled		08/07/2024	Accounts Payable	PLACEWORKS	SAFETY ELEMENT	\$1,356.60
90498	08/01/2024	Reconciled		08/07/2024	Accounts Payable	RUBICON ENTERPRISES INC	PROPOSAL#2379- IRRIGATION REPAIRS EXTRA WORK 6/25/24	\$790.90
90499	08/01/2024	Reconciled		08/06/2024	Accounts Payable	SSP DATA PRODUCTS	FIREWALL SOFTWARE FOR RECYCLING CTR	\$3,375.34
90500	08/01/2024	Reconciled		08/07/2024	Accounts Payable	ST. FRANCIS ELECTRIC	TS&SL MAINENANCE & RESPONSE RICHMOND&STOCKTON TAKE DOWN(MAY ROU	\$1,740.00
90501	08/01/2024	Reconciled		08/06/2024	Accounts Payable	THEIS ENGINEERING & ASSOCIATES	DEL NORTE COMPLETE STREETS	\$6,045.00
90502	08/01/2024	Reconciled		08/07/2024	Accounts Payable	UNIVERSAL BUILDING SERVICE	LIBRARY PAPER SUPPLIES	\$216.70
90503	08/01/2024	Reconciled		08/06/2024	Accounts Payable	WALNUT CREEK FORD INC	CAR 3 REPAIRS	\$2,794.02
90504	08/01/2024	Reconciled		08/08/2024	Accounts Payable	ZOON ENGINEERING, INC.	ARLINGTON PARK IMPROVEMENTS	\$7,005.76
90505	08/01/2024	Reconciled		08/07/2024	Accounts Payable	MOJADDAM, ERFAN	REAL PROPERTY TAX REBATE FOR 1130 RICHMOND STREET	\$2,060.00
90506	08/01/2024	Reconciled		08/06/2024	Accounts Payable	ALLY TECHNOLOGIES LLC	MICROSOFT 365 LICENSE & SUBSCRIPTIONS	\$23,434.50
90507	08/01/2024	Reconciled		08/06/2024	Accounts Payable	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	\$151.08
90508	08/01/2024	Reconciled		08/06/2024	Accounts Payable	ARMOUR PETROLEUM SERVICE & EQUIPMENT CORP	UST SERVICE & REPAIRS	\$3,059.32
90509	08/01/2024	Reconciled		08/06/2024	Accounts Payable	ATCO Pest Control	COMMUNITY CENTER PEST CONTROL SVC JUL24	\$375.00
90510	08/01/2024	Voided/Reissued	Printing Error	08/01/2024	Accounts Payable	BALL 2THRIVE BASKETBALL LLC	VOID	\$1,296.00
90511	08/01/2024	Reconciled		08/08/2024	Accounts Payable	BILL'S UNDERGROUND	RELEASE OF BONDS - JULY 2024 PART 2	\$1,730.00
90512	08/01/2024	Reconciled		08/22/2024	Accounts Payable	CABLECOM	RELEASE OF BONDS - JULY 2024 PART 2	\$3,180.00
90513	08/01/2024	Reconciled		08/05/2024	Accounts Payable	CADEN, STUART	RAVENCLIFF CAMP COUNSELOR 7/13 - 8/4/24	\$1,680.00
90514	08/01/2024	Reconciled		08/06/2024	Accounts Payable	CHALLENGE ROOTER	RELEASE OF BONDS - JULY 2024 PART 2	\$1,696.00
90515	08/01/2024	Reconciled		08/08/2024	Accounts Payable	CINTAS CORPORATION #054 UNIFORMS	CORP YARD WEEKLY UNIFORM RENTALS 7/1/24	\$687.33
90516	08/01/2024	Reconciled		08/06/2024	Accounts Payable	COMCAST	COMCAST BUSINESS INTERNET 7/11 - 8/10/24	\$2,179.68
90517	08/01/2024	Reconciled		08/05/2024	Accounts Payable	CONCORD UNIFORMS	UNIFORMS - SEPE	\$954.40
90518	08/01/2024	Reconciled		08/12/2024	Accounts Payable	CONTRA COSTA COUNTY AUDITOR-CONTROLLER	LAFCO FY2024-25 ANNUAL DUES	\$8,506.55
90519	08/01/2024	Open			Accounts Payable	COONEY, BRIDGET	PARKING - PARATRANSIT COORDINATION COUNCIL MTG 7/15/24	\$6.49
90520	08/01/2024	Reconciled		08/16/2024	Accounts Payable	CRIME SCENE CLEANERS, INC.	CLEAN EVIDENCE DRYING RACKS CASE 24-1364	\$260.00
90521	08/01/2024	Reconciled		08/19/2024	Accounts Payable	CYBERDOG INTERNET SERVICE INC	RAVENCLIFF CAMP - ASSISTANT DIRECTOR 7/13 - 8/4/24	\$2,210.00
90522	08/01/2024	Voided/Reissued	Check was Lost	08/14/2024	Accounts Payable	DEVITO, AIDAN	VOID	\$800.00
90523	08/01/2024	Reconciled		08/06/2024	Accounts Payable	DOCUSIGN, INC.	DOCUSIGN FU25 RENEWAL AT 2000 ENVELOPE	\$16,996.00
90524	08/01/2024	Reconciled		08/07/2024	Accounts Payable	ECS IMAGING, INC.	LASERFICHE CLOUD RENEWAL 10/6/24 - 10/5/25	\$13,850.00
90525	08/01/2024	Reconciled		08/13/2024	Accounts Payable	ENGBERG, GERI	IMPROV CAMP WK 5 2024 (7/8-7/12/24)	\$1,438.20
90526	08/01/2024	Reconciled		08/06/2024	Accounts Payable	EVEREST PLUMBING & DRAIN	REFUND CANCELLED PERMIT FEES	\$2,953.12
90527	08/01/2024	Reconciled		08/07/2024	Accounts Payable	FJ&I ENGINEERING, INC.	ADA MODIFICATION, CURB RAMP & SIDEWALK PROJECT	\$150,357.45
90528	08/01/2024	Reconciled		08/06/2024	Accounts Payable	FLOCK SAFETY	ALPR 6/7/24 - 6/6/25	\$103,500.00
90529	08/01/2024	Reconciled		08/07/2024	Accounts Payable	GOLDEN BEAR TRANSFER STATION	STREET SWEEP SPOILS 7/3/24 - 2.21 TONS	\$302.02
90530	08/01/2024	Reconciled		08/07/2024	Accounts Payable	Green Halo Systems Inc,	C&D	\$171.00
90531	08/01/2024	Reconciled		08/06/2024	Accounts Payable	HDL COREN & CONE	CONTRACT SVCS PROPERY TAX - SEPT 2024	\$3,575.00
90532	08/01/2024	Reconciled		08/06/2024	Accounts Payable	HILLYARD	SWIM CENTER CUSTODIAL SUPPLIES	\$419.96
90533	08/01/2024	Reconciled		08/08/2024	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS	CITY HALL ALARM SVC 8/1 - 10/31/24	\$496.67
90534	08/01/2024	Reconciled		08/09/2024	Accounts Payable	JONES, CHRIS	WINE FOR 4TH OF JULY	\$457.23
90535	08/01/2024	Reconciled		08/05/2024	Accounts Payable	KATO PLUMBING	RELEASE OF BONDS - JULY 2024 PART 2	\$3,742.00
90536	08/01/2024	Reconciled		08/06/2024	Accounts Payable	L.N. CURTIS & SONS	EXTERNAL VEST CARRIER - P. PORTILLO	\$346.59
90537	08/01/2024	Reconciled		08/06/2024	Accounts Payable	LEAF	SOPHOS LICENSING LEASE PYMT	\$1,300.43

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90538	08/01/2024	Reconciled		08/21/2024	Accounts Payable	LEFTA SYSTEMS	SOFTWARE SUBSCRIPTION - 7/1/24 - 6/30/25	\$7,024.60
90539	08/01/2024	Reconciled		08/05/2024	Accounts Payable	LEONE-GONZALES, CECILIA	RAVENCLIFF CAMP COUNSELOR 7/13-8/4/24	\$1,560.00
90540	08/01/2024	Reconciled		08/05/2024	Accounts Payable	MANQUEROS, MARK, MARCOS	TENNIS CAMPS WK 4 2024 7/1-7/5/24	\$11,962.30
90541	08/01/2024	Reconciled		08/07/2024	Accounts Payable	MARCELOUS, KENYETTA	RAVENCLIFF CAMP ASSISTANT DIRECTOR 7/13-8/4/24	\$2,080.00
90542	08/01/2024	Reconciled		08/07/2024	Accounts Payable	MCAVOY, IAN	OFF THE BLOCK LEGO CAMP WK 5 2024	\$6,055.50
90543	08/01/2024	Reconciled		08/05/2024	Accounts Payable	MICHELE JAWAD	RAVENCLIFF CAMP ASSISTANT COOK 7/26 - 8/3/24	\$810.00
90544	08/01/2024	Reconciled		08/07/2024	Accounts Payable	NATIONAL LEAGUE OF CITIES	ANNUAL MEMBERSHIP DUES 9/1/24 - 9/1/25	\$2,126.00
90545	08/01/2024	Reconciled		08/06/2024	Accounts Payable	NBS	ELCERRITO.MAINT PROF SVCS 7/1 - 9/30/24	\$2,905.71
90546	08/01/2024	Reconciled		08/06/2024	Accounts Payable	NORM FRIEDMAN	SPORTS CAMP 2024 WK 5B (7/8-7/12/24)	\$16,608.31
90547	08/01/2024	Reconciled		08/06/2024	Accounts Payable	OIL CHANGERS	OIL CHANGE CAR 9	\$116.53
90548	08/01/2024	Open			Accounts Payable	PG&E	RELEASE OF BONDS - JULY 2024 PART 2	\$9,096.77
90549	08/01/2024	Reconciled		08/06/2024	Accounts Payable	PLAZA AUTO SERVICE INC	FORD TRANSIT-150 MAINTENANCE	\$1,171.65
90550	08/01/2024	Reconciled		08/05/2024	Accounts Payable	PREMIER GRAPHICS	PARKING VIOLATION WARNING NOTICES JUL24	\$389.18
90551	08/01/2024	Open			Accounts Payable	PUTU DEWI, CAHYANI LUH	RAVENCLIFF CAMP COUNSELOR 7/13 - 8/3/24	\$1,440.00
90552	08/01/2024	Reconciled		08/05/2024	Accounts Payable	R&S ERECTION OF RICHMOND	STA 51 REPAIRS	\$533.50
90553	08/01/2024	Reconciled		08/05/2024	Accounts Payable	ROBINS, ISABELLA	RAVENCLIFF CAMP COUNSELOR 7/13-8/4/24	\$1,560.00
90554	08/01/2024	Reconciled		08/14/2024	Accounts Payable	ROSTAD, KIKI	ART & DISCOVERY CAMP RECYCLE TREASURES 7/8 - 7/12/24	\$2,203.04
90555	08/01/2024	Reconciled		08/15/2024	Accounts Payable	RUSSELL, KAITLIN	RAVENCLIFF CAMP COUNSELOR 7/13-8/4/24	\$1,680.00
90556	08/01/2024	Open			Accounts Payable	RUSSELL, LUKE	RAVENCLIFF CAMP COUNSELOR 7/13 - 8/4/24	\$1,560.00
90557	08/01/2024	Reconciled		08/05/2024	Accounts Payable	SHABABO, TRACEY, ELISE	TEXTILE CAMPS WK 6 7/15 - 7/19/24	\$5,241.60
90558	08/01/2024	Reconciled		08/06/2024	Accounts Payable	SSD ALARM	ARLINGTON CLUBHOUSE ALARM SVC AUG 24	\$60.01
90559	08/01/2024	Reconciled		08/09/2024	Accounts Payable	THREE O'CLOCK ROCK	3 O'CLOCK ROCK CAMP WK 6 2024 (7/15-7/19/24)	\$2,254.00
90560	08/01/2024	Reconciled		08/14/2024	Accounts Payable	TRADER, JACOB	RAVENCLIFF CAMP COUNSELOR 7/13-8/4/24	\$1,440.00
90561	08/01/2024	Reconciled		08/05/2024	Accounts Payable	TYLER TECHNOLOGIES	NWERP REPORTING, CLEANUP & RECONFIGURATION JULY 2024	\$1,170.00
90562	08/01/2024	Reconciled		08/08/2024	Accounts Payable	UNDERGROUND SERVICE ALERT OF NORTHERN CA & NEVADA	CALIFORNIA STATE FEE FOR REGULATORY COSTS 7/1/24 - 6/30/25	\$2,015.88
90563	08/01/2024	Reconciled		08/07/2024	Accounts Payable	UNIVERSAL BUILDING SERVICE	FOURTH OF JULY SUPPLIES	\$678.67
90564	08/01/2024	Voided/Reissued	Check was Lost	08/21/2024	Accounts Payable	VEASLEY, DOMINQUE, M	VOID	\$2,600.00
90565	08/01/2024	Reconciled		08/07/2024	Accounts Payable	WALL, ERICCA	RAVENCLIFF CAMP NURSE 7/27 - 8/3/24	\$1,760.00
90566	08/01/2024	Reconciled		08/08/2024	Accounts Payable	WILLIAMS, MILTON	RAVENCLIFF CAMP COUNSELOR 7/13-8/4/24	\$1,560.00
90567	08/01/2024	Reconciled		08/09/2024	Accounts Payable	GOLDEN STATE SEISMIC & STRUCTURAL INC	REFUND 6018 - PERMIT ISSUANCE FEE	\$143.00
90568	08/01/2024	Reconciled		08/12/2024	Accounts Payable	LING, MARA	RELEASE OF BONDS - JULY 2024 PART 2	\$792.00
90569	08/01/2024	Reconciled		08/08/2024	Accounts Payable	PULLEN, LEE	RELEASE OF BONDS - JULY 2024 PART 2	\$792.00
90570	08/01/2024	Open			Accounts Payable	TAK COMMUNICATIONS CA INC	RELEASE OF BONDS - JULY 2024 PART 2	\$1,730.00
90571	08/01/2024	Open			Accounts Payable	TEIXEIRA, JOCELYN	PW22-0153 ASPH RELEASE OF BONDS - JULY 2024 PART 2	\$1,730.00
90572	08/01/2024	Open			Accounts Payable	TAHIR DOSSETT	BALL 2 THRIVE BBALL SUMMER SI 2024	\$1,296.00
90573	08/05/2024	Reconciled		08/12/2024	Accounts Payable	Downtown Ford Sales	2024 FORD MAVERICK PURCHASE - STATEWIDE CONTRACT	\$15,648.83
90574	08/08/2024	Reconciled		08/13/2024	Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS	SUPPLIES FOR ADVISORY RECOGNITION EVENT	\$82.45
90575	08/08/2024	Reconciled		08/14/2024	Accounts Payable	CEJA, VERONICA	OVERTIME MEALS JUL - DEC 2023	\$10.00
90576	08/08/2024	Open			Accounts Payable	CHATHA, PARDEEP	OVERTIME MEALS JUL - DEC 2023	\$20.00
90577	08/08/2024	Reconciled		08/13/2024	Accounts Payable	CPS HR CONSULTING	RECRUITING 6/1-6/30/24	\$1,750.44
90578	08/08/2024	Reconciled		08/26/2024	Accounts Payable	FORENSIC SERVICES DIVISION	FORENSIC TESTING 6/1-6/30/24	\$4,885.66
90579	08/08/2024	Reconciled		08/14/2024	Accounts Payable	HORIZON	IRRIGATION PARTS	\$7,062.93
90580	08/08/2024	Reconciled		08/19/2024	Accounts Payable	MACK5	COMMUNITY CENTER ROOF REPLACEMENT SVCS 6/1-6/30/24	\$1,270.00
90581	08/08/2024	Reconciled		08/16/2024	Accounts Payable	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	\$143.04
90582	08/08/2024	Reconciled		08/13/2024	Accounts Payable	SSD ALARM	COMMUNITY CENTER BURGLAR/FIRE ALARM JUN24	\$190.39
90583	08/08/2024	Reconciled		08/20/2024	Accounts Payable	TRB AND ASSOCIATES, INC.	PLAN REVIEW SERVICES 6/1/24 - 6/30/24	\$9,255.00
90584	08/08/2024	Reconciled		08/22/2024	Accounts Payable	ACAPULCO ROCK AND SOIL	LANDSCAPE & PARK SUPPLIES, ARBOR MULCH 3 CUBIC YARDS	\$110.30
90585	08/08/2024	Reconciled		08/13/2024	Accounts Payable	ALLY TECHNOLOGIES LLC	BLUEBEAM ANNUAL SUBSCRIPTION RENEWAL	\$2,049.48
90586	08/08/2024	Reconciled		08/13/2024	Accounts Payable	AMAZON CAPITAL SERVICES, INC.	EE/HR HOSTED EVENTS, OFFICE SUPPLIES	\$694.74
90587	08/08/2024	Reconciled		08/12/2024	Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	USED MOTOR OIL RECYCLING	\$100.00
90588	08/08/2024	Reconciled		08/14/2024	Accounts Payable	BADGE FRAME, INC.	ORG CHART	\$43.00
90589	08/08/2024	Reconciled		08/12/2024	Accounts Payable	BAY ALARM COMPANY	STA 52 ALARM (MONITORING FEE-FIRE) QTRLY 7/1 - 9/30/24	\$348.75
90590	08/08/2024	Reconciled		08/13/2024	Accounts Payable	BOUNDTREE MEDICAL LLC	MEDICAL SUPPLIES	\$5,486.07
90591	08/08/2024	Reconciled		08/15/2024	Accounts Payable	CINTAS CORPORATION #054 UNIFORMS	CORP YARD UNIFORMS WEEKLY RENTAL	\$422.16
90592	08/08/2024	Reconciled		08/13/2024	Accounts Payable	CIVICPLUS, LLC	LIVESTREAM SVCS, AGENDA MGMT, BOARDS & COMMITTIES MODULE	\$23,284.41
90593	08/08/2024	Reconciled		08/22/2024	Accounts Payable	CRIME SCENE CLEANERS, INC.	CLEAN PATROL CAR & CELL	\$260.00
90594	08/08/2024	Reconciled		08/20/2024	Accounts Payable	CRUMP, ALLISON	ALLY TOY MAKER CAMP WK 7 2024 7/22 - 7/26/24	\$2,696.44
90595	08/08/2024	Reconciled		08/13/2024	Accounts Payable	DICKINSON FLEET SVCS / COX AUTOMOTIVE	R3: EGR VALVE REPAIR	\$2,374.07

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90596	08/08/2024	Reconciled	08/15/2024	Accounts Payable	DON'S TIRE SERVICE, INC.	ALIGNMENT	\$85.00
90597	08/08/2024	Reconciled	08/16/2024	Accounts Payable	EAST BAY BLUE PRINT & SUPPLY CO.	HP SERVICE JULY 2024	\$75.00
90598	08/08/2024	Reconciled	08/13/2024	Accounts Payable	GABRIEL, BARBARA, A.	ADULT BALLET JULY 2024	\$451.20
90599	08/08/2024	Reconciled	08/14/2024	Accounts Payable	GRAND PRIX CAR WASH	CAR WASH	\$132.93
90600	08/08/2024	Reconciled	08/13/2024	Accounts Payable	HI-TECH INC.	VEHICLE EQUIPMENT	\$2,349.47
90601	08/08/2024	Reconciled	08/13/2024	Accounts Payable	HILLTOP FORD KIA	WINDOW SWITCH CAR 9	\$473.68
90602	08/08/2024	Reconciled	08/15/2024	Accounts Payable	HONEY BUCKET	CENTRAL PARK SERVICE 7/23 - 8/19/24	\$241.05
90603	08/08/2024	Reconciled	08/12/2024	Accounts Payable	HOUSER, STELLA	RAVENCLIFF CAMP SUPPORT 7/27 - 8/3/24	\$720.00
90604	08/08/2024	Reconciled	08/12/2024	Accounts Payable	IRON MOUNTAIN	OFF-SITE RECORDS STORAGE 8/1-8/31/24	\$955.24
90605	08/08/2024	Reconciled	08/14/2024	Accounts Payable	JACKSON, DOUGLAS, W.	CHESS BASICS JULY 2024	\$21.00
90606	08/08/2024	Reconciled	08/12/2024	Accounts Payable	KI RESEARCH INSTITUTE	AIKIDO JULY2024	\$414.00
90607	08/08/2024	Reconciled	08/09/2024	Accounts Payable	MOSS, SEAN	MILEAGE TO SAN RAMON FOR DEPOSITION	\$38.19
90608	08/08/2024	Reconciled	08/13/2024	Accounts Payable	NORGE CLEANERS	DRY CLEANING - JUL 2024	\$423.20
90609	08/08/2024	Reconciled	08/16/2024	Accounts Payable	ODP BUSINESS SOLUTIONS, LLC	SUPPLIES	\$59.05
90610	08/08/2024	Reconciled	08/13/2024	Accounts Payable	OIL CHANGERS	OIL CHANGE CAR 38	\$330.43
90611	08/08/2024	Reconciled	08/12/2024	Accounts Payable	OLIVERO PLUMBING	HARDING CLUBHOUSE EXTERIOR DRINKING FOUNTAIN REPAIR	\$713.07
90612	08/08/2024	Reconciled	08/12/2024	Accounts Payable	PASTIME HARDWARE	DTO SUPPLIES- CLAMPS 7 QTY	\$23.08
90613	08/08/2024	Reconciled	08/13/2024	Accounts Payable	PLAZA AUTO SERVICE INC	TRUCK M28 ENGINE STARTER MOTOR RENEW	\$3,455.41
90614	08/08/2024	Reconciled	08/19/2024	Accounts Payable	PREMIER GRAPHICS	TABLE COVERS	\$417.26
90615	08/08/2024	Reconciled	08/13/2024	Accounts Payable	PROFORCE	MAGAZINES	\$1,001.07
90616	08/08/2024	Reconciled	08/15/2024	Accounts Payable	R&S ERECTION OF RICHMOND	BUILDING MAINTENANCE	\$310.00
90617	08/08/2024	Reconciled	08/13/2024	Accounts Payable	RICOH USA, INC	LEASE PYMT FOR MP C307 AT CORPYARD	\$1,591.71
90618	08/08/2024	Reconciled	08/14/2024	Accounts Payable	RINGCENTRAL, INC.	VOIP PHONE SRV FOR CITY STAFFS 7/14 - 8/13/24	\$2,046.25
90619	08/08/2024	Reconciled	08/16/2024	Accounts Payable	ROADSAFE TRAFFIC SYSTEMS, INC.	DTO SUPPLIES - RED SPECIAL PAINT 25 GALLONS	\$891.72
90620	08/08/2024	Reconciled	08/19/2024	Accounts Payable	SHAHKAR, MEHRAN	STRENGTH & BALANCE JULY 24	\$732.00
90621	08/08/2024	Reconciled	08/14/2024	Accounts Payable	Source Technologies, Inc.	2 BOXES CHECK STOCK (PR AND AP)	\$491.90
90622	08/08/2024	Reconciled	08/19/2024	Accounts Payable	SPEAKWRITE LLC	TRANSCRIPTION	\$333.76
90623	08/08/2024	Reconciled	08/13/2024	Accounts Payable	STAILING S&S RV REPAIRS	DECAL REMOVAL	\$1,400.00
90624	08/08/2024	Reconciled	08/13/2024	Accounts Payable	STERICYCLE, INC.	HAZARDOUS WASTE	\$182.33
90625	08/08/2024	Reconciled	08/14/2024	Accounts Payable	THEIS ENGINEERING & ASSOCIATES	DEL NORTE COMPLETE STREETS	\$7,413.00
90626	08/08/2024	Reconciled	08/13/2024	Accounts Payable	TOYOTA MATERIAL HANDLING INC	H30T: REPLACE HOSES	\$447.75
90627	08/08/2024	Reconciled	08/20/2024	Accounts Payable	WEST COAST VENDING SERVICES, INC.	FOOD	\$4,546.29
90628	08/08/2024	Reconciled	08/22/2024	Accounts Payable	West Contra Costa Transit Authority (WCCTAC)	WCCTAC PAYMENT OF FEES COLLECTED	\$241,999.00
90629	08/08/2024	Reconciled	08/13/2024	Accounts Payable	CALPERS LONG TERM CARE PROGRAM	PER3 - CALPERS Longterm Care Ins	\$39.66
90630	08/08/2024	Reconciled	08/16/2024	Accounts Payable	HEALTH CARE DENTAL TRUST	DEN1 - Dental 1*	\$17,294.83
90631	08/08/2024	Reconciled	08/13/2024	Accounts Payable	IAFF LOCAL 1230	DUE4 - UNION LOCAL 1230	\$5,470.60
90632	08/08/2024	Reconciled	08/13/2024	Accounts Payable	KAISER FOUNDATION HEALTH PLAN	K1 - Kaiser 1*	\$236,113.70
90633	08/08/2024	Reconciled	08/14/2024	Accounts Payable	LEGALSHIELD	LEGL - PRE-PAID LEGAL SRVC	\$182.40
90634	08/08/2024	Reconciled	08/13/2024	Accounts Payable	MUNICIPAL POOLING AUTHORITY	LIFE & Supp Life Insu Inv# 920-37917_August 2024	\$13,045.88
90635	08/08/2024	Reconciled	08/13/2024	Accounts Payable	NATIONWIDE TRUST COMPANY, FSB	FHEA - Fire Health Savings Acct	\$17,650.00
90636	08/08/2024	Reconciled	08/13/2024	Accounts Payable	SEIU LOCAL 1021	COPE - VOLUNTARY COPE DEDUCTION*	\$1,933.82
90637	08/08/2024	Reconciled	08/13/2024	Accounts Payable	U.S. BANK - INSTITUTIONAL TRUST - W REGION	PAR - PARS - ARS 457*	\$6,646.72
90638	08/15/2024	Reconciled	08/20/2024	Accounts Payable	BEST EQUIPMENT	STA 51 EXT. SERVICE	\$522.95
90639	08/15/2024	Reconciled	08/21/2024	Accounts Payable	CLEAR GOV INC.	SOFTWARE	\$3,900.21
90640	08/15/2024	Open		Accounts Payable	COMMUNITY CONSERVATION CENTERS, INC.	MIXED PAPER AND HDPE SCRAP FY24	\$469.76
90641	08/15/2024	Reconciled	08/21/2024	Accounts Payable	CONTRA COSTA COUNTY LAW & JUSTICE SYSTEMS	ACCJIN 23-24	\$4,047.95
90642	08/15/2024	Reconciled	08/20/2024	Accounts Payable	EAST BAY SANITARY CO. INC.	STREET SWEEPING JUNE 2024	\$8,913.57
90643	08/15/2024	Reconciled	08/19/2024	Accounts Payable	MORTON'S URBAN PEST MANAGEMENT	PUBLIC SAFETY BLDG PEST CONTROL SVC MAY24	\$335.00
90644	08/15/2024	Reconciled	08/20/2024	Accounts Payable	MUNICIPAL POOLING AUTHORITY	EAP 01-03/2024	\$2,135.07
90645	08/15/2024	Reconciled	08/20/2024	Accounts Payable	NICHOLS CONSULTING ENGINEERS	5 YEAR PAVING PLAN	\$7,527.50
90646	08/15/2024	Reconciled	08/26/2024	Accounts Payable	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	\$117.71
90647	08/15/2024	Reconciled	08/20/2024	Accounts Payable	R.S. HUGHES CO.	SCBA REPAIR PARTS	\$590.39
90648	08/15/2024	Reconciled	08/21/2024	Accounts Payable	UNDERGROUND SERVICE ALERT OF NORTHERN CALIFORNIA	UYA ANNUAL FEE FY23/24	\$6,696.46
90649	08/15/2024	Open		Accounts Payable	ABAG GENERAL ASSEMBLY	FY24/25 ANNUAL DUES	\$8,312.00
90650	08/15/2024	Open		Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE	TAC RIFLE COURSE - CHAND & CHOUDJA	\$678.00
90651	08/15/2024	Reconciled	08/20/2024	Accounts Payable	AMAZON CAPITAL SERVICES, INC.	ARLINGTON PARK SUPPLIES FOR PICNIC TABLES	\$397.08
90652	08/15/2024	Reconciled	08/20/2024	Accounts Payable	BATTALION ONE FIRE PROTECTION	CITY HALL QRTLY FIRE SPRINKLER INSPECTION 7/22/24	\$880.00
90653	08/15/2024	Reconciled	08/20/2024	Accounts Payable	BEST EQUIPMENT	STA 51 EXTINGUISHERS	\$57.32

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90654	08/15/2024	Reconciled	08/20/2024	Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS	COPY PAPER FOR RERC	\$157.61
90655	08/15/2024	Open		Accounts Payable	CALIFORNIA BUILDING OFFICIALS	TRAVEL & TRAINING - LOUIE	\$450.00
90656	08/15/2024	Reconciled	08/26/2024	Accounts Payable	CINTAS CORPORATION #054 UNIFORMS	CORP YARD UNIFORMS WEEKLY RENTAL	\$211.08
90657	08/15/2024	Reconciled	08/20/2024	Accounts Payable	CITY OF RICHMOND	CAD FEES - AUG 24	\$70,605.42
90658	08/15/2024	Reconciled	08/21/2024	Accounts Payable	CLEAR GOV INC.	SOFTWARE	\$9,939.50
90659	08/15/2024	Reconciled	08/21/2024	Accounts Payable	COUNTY OF MARIN/CALSLA	CALSLA ANNUAL DUES FYE JUNE 30, 2025	\$945.00
90660	08/15/2024	Reconciled	08/28/2024	Accounts Payable	CRIME SCENE CLEANERS, INC.	CLEAN WRAP	\$260.00
90661	08/15/2024	Reconciled	08/20/2024	Accounts Payable	CRUMP, ALLISON	MASTER ARTIST CAMP AM WK 8 2024	\$2,835.00
90662	08/15/2024	Reconciled	08/21/2024	Accounts Payable	DON'S TIRE SERVICE, INC.	FIX FLAT TIRE	\$35.00
90663	08/15/2024	Reconciled	08/20/2024	Accounts Payable	EAST BAY SANITARY CO. INC.	STREET SWEEPING JULY 2024	\$8,913.57
90664	08/15/2024	Open		Accounts Payable	FISHER, IRIS, MARION	FIRST OF TWO PYMTS FOR UTILITY BOX ARTIST	\$1,250.00
90665	08/15/2024	Open		Accounts Payable	FJ&I ENGINEERING, INC.	HNA WAYFINDING SIGNS	\$39,400.00
90666	08/15/2024	Reconciled	08/22/2024	Accounts Payable	GOLDEN BEAR TRANSFER STATION	STREET SWEEP SPOILS 7/29/24 - 2.72 TONS	\$371.72
90667	08/15/2024	Reconciled	08/22/2024	Accounts Payable	GRAUL, BELINDA	GYNASTICS CAMP WK 6-7 2024 7/15 - 7/26	\$4,760.00
90668	08/15/2024	Reconciled	08/22/2024	Accounts Payable	Green Halo Systems Inc,	HOSTING & MAINTENANCE AUG 2024	\$171.00
90669	08/15/2024	Reconciled	08/27/2024	Accounts Payable	HASSLER HEATING AND AIR CONDITIONING, INC.	REFUND OF PERMIT FEES, WRONG PERMIT APP	\$728.21
90670	08/15/2024	Reconciled	08/20/2024	Accounts Payable	HILLYARD	CUSTODIAL CLEANING SUPPLIES	\$4,938.77
90671	08/15/2024	Reconciled	08/21/2024	Accounts Payable	INCREDIFLIX INC.	INCREDIFLIX CAMPS WK 7 2024	\$8,864.10
90672	08/15/2024	Reconciled	08/20/2024	Accounts Payable	J & O'S COMMERCIAL TIRE CENTER	E51 VEHICLE MAINTENANCE	\$3,829.76
90673	08/15/2024	Reconciled	08/29/2024	Accounts Payable	JAFFE, SCOT	OPEN CERAMICS JULY 2024	\$280.80
90674	08/15/2024	Reconciled	08/20/2024	Accounts Payable	JONES, HIROMI	HATHA YOGA JULY 2024	\$708.00
90675	08/15/2024	Reconciled	08/19/2024	Accounts Payable	KINSEY, KATHRYNE ANN	BRIDGE JULY 2024	\$239.40
90676	08/15/2024	Open		Accounts Payable	LACK, CHRIS	OPEN CERMANICS/INTRO TO HAND 7/3-7/31/24	\$768.00
90677	08/15/2024	Reconciled	08/20/2024	Accounts Payable	LEHR AUTO ELECTRIC & EMERGENCY	2024 FORD MAVERICK EQUIP/INSTALL	\$7,752.73
90678	08/15/2024	Reconciled	08/19/2024	Accounts Payable	MANQUEROS, MARK, MARCOS	TENNIS CAMPS WKS 7&8 2024 7/22 - 8/2/24	\$8,753.85
90679	08/15/2024	Reconciled	08/21/2024	Accounts Payable	MCAVOY, IAN	OFF THE BLOCK STEM CAMPS WK7 2024	\$6,187.50
90680	08/15/2024	Reconciled	08/21/2024	Accounts Payable	NORM FRIEDMAN	SPORTS CAMP WEEK 7 2024	\$12,752.04
90681	08/15/2024	Reconciled	08/26/2024	Accounts Payable	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	\$455.55
90682	08/15/2024	Reconciled	08/27/2024	Accounts Payable	OLIVERO PLUMBING	CORP YARD LEAK - REPAIR 1 1/2 WATER LINE UNDER ASPHALT	\$600.50
90683	08/15/2024	Reconciled	08/20/2024	Accounts Payable	PLAZA AUTO SERVICE INC	VEHICLE MAINTENANCE	\$484.64
90684	08/15/2024	Reconciled	08/19/2024	Accounts Payable	PREMIER GRAPHICS	SMOKE FREE SUPPLIES	\$766.87
90685	08/15/2024	Reconciled	08/20/2024	Accounts Payable	ROADPOST USA, INC.	FD SATELLITE PHONES	\$133.90
90686	08/15/2024	Reconciled	08/23/2024	Accounts Payable	S.P. AUTOMOTIVE	TRUCK SUPPLIES FOR RECYCLING	\$1,364.47
90687	08/15/2024	Reconciled	08/21/2024	Accounts Payable	SAME DAY SIGNS	REC DECALS	\$710.66
90688	08/15/2024	Reconciled	08/20/2024	Accounts Payable	SCHLANGER, APRIL, ADAIR	TOY MAKER CAMP WK 7 2024 7/22-7/26/24	\$5,025.00
90689	08/15/2024	Reconciled	08/19/2024	Accounts Payable	SHABABO, TRACEY, ELISE	TEXTILE CAMPS WK 7 2024 7/22-7/26/24	\$8,539.20
90690	08/15/2024	Reconciled	08/20/2024	Accounts Payable	SSD ALARM	RERC ALARM JULY 2024	\$153.98
90691	08/15/2024	Reconciled	08/22/2024	Accounts Payable	SSP DATA PRODUCTS	DARK TRACE 2ND YEAR SUBSCRIPTION PAYMENT	\$97,771.50
90692	08/15/2024	Reconciled	08/20/2024	Accounts Payable	ST. FRANCIS ELECTRIC	SWIM CTR LIGHTING REPLACE FIXTURE	\$8,860.00
90693	08/15/2024	Reconciled	08/20/2024	Accounts Payable	STAPLES	OFFICE SUPPLIES	\$359.59
90694	08/15/2024	Reconciled	08/21/2024	Accounts Payable	STERICYCLE, INC.	SHREDDING JULY 2024	\$960.96
90695	08/15/2024	Reconciled	08/21/2024	Accounts Payable	STRYKER CORPORATION	REPAIR LIFEPAK	\$664.39
90696	08/15/2024	Reconciled	08/26/2024	Accounts Payable	THE FLYING LOCKSMITHS - SAN JOSE	CITY HALL SVC CALL, REPLACE BATTERY, FRONT DOORS ADA PUSH PLATE	\$400.00
90697	08/15/2024	Reconciled	08/20/2024	Accounts Payable	UNIVERSAL BUILDING SERVICE	BUILDING SUPPLIES	\$737.43
90698	08/15/2024	Reconciled	08/21/2024	Accounts Payable	VERMONT SYSTEMS, INC.	HOSTING SVCS JULY 2024	\$1,291.36
90699	08/15/2024	Reconciled	08/19/2024	Accounts Payable	CHAN, QUEENIE	REAL PROPERTY TAX REBATE FOR 733 ASHBURY AVE	\$2,800.00
90700	08/15/2024	Reconciled	08/27/2024	Accounts Payable	DHONDUP, TASHI	6001-RESIDENTIAL REMODEL PERMIT CANCEL REFUND	\$920.00
90701	08/15/2024	Open		Accounts Payable	FONG, DAVID	6018 PERMIT ISSUANCE. 6020 SMIP FEES. 6030-CBSC PAYBLE REFUND	\$157.62
90702	08/15/2024	Open		Accounts Payable	FONG, DAVID	CANCELLED PERMIT REFUND FEES	\$571.06
90703	08/15/2024	Reconciled	08/20/2024	Accounts Payable	KRAYBILL, LINDSAY	Refund - Real Property Transfer Tax	\$3,200.00
90704	08/15/2024	Reconciled	08/28/2024	Accounts Payable	THEIS, MARY	REAL PROPERTY TAX REBATE 2325 MIRA VISTA DRIVE	\$4,800.00
90705	08/15/2024	Reconciled	08/27/2024	Accounts Payable	APB GENERAL ENGINEERING	RELEASE OF BONDS AUG24 PART 1	\$1,871.00
90706	08/15/2024	Open		Accounts Payable	AT&T	RELEASE OF BONDS AUG24 PART 1	\$1,730.00
90707	08/15/2024	Reconciled	08/20/2024	Accounts Payable	BESS TESTLAB, INC.	RELEASE OF BONDS AUG24 PART 1	\$1,696.00
90708	08/15/2024	Reconciled	08/20/2024	Accounts Payable	EVEREST PLUMBING & DRAIN	RELEASE OF BONDS AUG24 PART 1	\$3,670.12
90709	08/15/2024	Open		Accounts Payable	FERGUSON PLUMBING, INC.	RELEASE OF BONDS AUG24 PART 1	\$3,426.00
90710	08/15/2024	Reconciled	08/22/2024	Accounts Payable	LARRIETA SANITATIION CONSTRUCTION	RELEASE OF BONDS AUG24 PART 1	\$3,598.24
90711	08/15/2024	Open		Accounts Payable	PG&E	RELEASE OF BONDS AUG24 PART 1	\$33,774.31

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90712	08/15/2024	Reconciled	08/26/2024	Accounts Payable	SEWER WORKS, INC	RELEASE OF BONDS AUG24 PART 1	\$1,647.00
90713	08/15/2024	Reconciled	08/28/2024	Accounts Payable	STREAMLINE PLUMBING INC.	RELEASE OF BONDS AUG24 PART 1	\$1,696.00
90714	08/15/2024	Reconciled	08/20/2024	Accounts Payable	THE PLUMBING MINISTRY	RELEASE OF BONDS AUG24 PART 1	\$1,696.00
90715	08/15/2024	Reconciled	08/20/2024	Accounts Payable	BUZZER 9 DEVELOPMENT INC	RELEASE OF BONDS AUG24 PART 1	\$718.00
90716	08/15/2024	Reconciled	08/20/2024	Accounts Payable	BUZZER 9 DEVELOPMENT INC	RELEASE OF BONDS AUG24 PART 1	\$1,696.00
90717	08/15/2024	Reconciled	08/19/2024	Accounts Payable	QUAN, TONY	RELEASE OF BONDS AUG24 PART 1	\$792.00
90718	08/15/2024	Reconciled	08/20/2024	Accounts Payable	EBMUD	EBMUD 5/31/24 - 8/1/24	\$27,032.87
90719	08/15/2024	Reconciled	08/22/2024	Accounts Payable	GARDA CL WEST, INC.	Armored SVC - July	\$560.00
90720	08/22/2024	Reconciled	08/26/2024	Accounts Payable	DEVITO, AIDAN	RAVENCLIFF 2024 - SUPPORT STAFF 7/27-8/3/24	\$800.00
90721	08/22/2024	Reconciled	08/29/2024	Accounts Payable	UNIVERSAL BUILDING SERVICE	RECYCLING CENTER JANITORIAL SVC JUNE 2024	\$6,001.00
90722	08/22/2024	Open		Accounts Payable	VEASLEY, DOMINQUE, M	RAVENCLIFF CAMP PROGRAM DIRECTOR 7/13 - 8/4/24	\$2,600.00
90723	08/22/2024	Reconciled	08/28/2024	Accounts Payable	ALERT-ALL	PUB ED SUPPLIES	\$1,359.39
90724	08/22/2024	Reconciled	08/27/2024	Accounts Payable	BERTRAND, FOX, ELLIOT, OSMAN & WENZEL LLP	CITY OF EL CERRITO (FEE)	\$16,217.50
90725	08/22/2024	Open		Accounts Payable	CALIFORNIA DEPARTMENT OF CONSERVATION	SMIP FEES 4/1 - 6/30/24 (4Q24)	\$9,483.51
90726	08/22/2024	Reconciled	08/28/2024	Accounts Payable	CONTRA COSTA COUNTY LIBRARY	4/1-6/30/24 (4Q24) ADDITION HOURS LIBRARY SVC	\$15,692.40
90727	08/22/2024	Reconciled	08/29/2024	Accounts Payable	KS STATEBANK	2023 CHEVROLET TAHOE SPECIAL SERVICE VEHICLES WITH UPFITTING	\$9,814.82
90728	08/22/2024	Reconciled	08/28/2024	Accounts Payable	24 HOUR FITNESS USA, LLC	GYM MEMBERSHIP JULY2024	\$503.86
90729	08/22/2024	Reconciled	08/27/2024	Accounts Payable	AMAZON CAPITAL SERVICES, INC.	TRAINING BOOK	\$73.13
90730	08/22/2024	Reconciled	08/28/2024	Accounts Payable	AT&T	COPPER LAND LINES FOR CITY STAFF	\$20,903.67
90731	08/22/2024	Reconciled	08/27/2024	Accounts Payable	BAY ALARM COMPANY	STA 51 ALARM SVCS 9/1-11/30/24	\$310.62
90732	08/22/2024	Reconciled	08/28/2024	Accounts Payable	BRANDON, DANIEL	COMMUNITY CTR SOUND SYSTEM REPAIR	\$240.00
90733	08/22/2024	Open		Accounts Payable	C & K MARKET, INC.	RAVENCLIFF CAMP GROCERIES	\$1,586.56
90734	08/22/2024	Reconciled	08/30/2024	Accounts Payable	CITY OF FAIRFIELD	RANGE FEES JULY 2024	\$1,674.00
90735	08/22/2024	Reconciled	08/29/2024	Accounts Payable	CONTRA COSTA HEALTH SERVICES	SWIM CENTER HEALTH PERMIT	\$1,342.75
90736	08/22/2024	Reconciled	08/27/2024	Accounts Payable	CORODATA SHREDDING INC.	SHREDDING	\$169.08
90737	08/22/2024	Reconciled	08/29/2024	Accounts Payable	EL CERRITO HIGH STUDENT ACTIVITY FUND	BIKE VALET SERVICES - JULY 4TH	\$300.00
90738	08/22/2024	Reconciled	08/26/2024	Accounts Payable	ENGBERG, GERRI	IMPROV CAMP WK 6 2024 (7/15-7/19/24)	\$1,607.40
90739	08/22/2024	Reconciled	08/28/2024	Accounts Payable	FLOCK SAFETY	ALPR - Add'l Trip - Other	\$350.00
90740	08/22/2024	Reconciled	08/28/2024	Accounts Payable	FOLGERGRAPHICS, INC.	FALL2024 REC GUIDE	\$7,337.41
90741	08/22/2024	Reconciled	08/26/2024	Accounts Payable	HANNA, MICHAEL, JOHN	HANNA BANANA CAMP WK 6	\$1,632.00
90742	08/22/2024	Reconciled	08/27/2024	Accounts Payable	HI-TECH INC.	E52 SEAT SWITCHES	\$737.39
90743	08/22/2024	Reconciled	08/30/2024	Accounts Payable	KNORR SYSTEMS, INC.	SODIUM HYPO	\$16,863.01
90744	08/22/2024	Reconciled	08/27/2024	Accounts Payable	L.N. CURTIS & SONS	SOFT BODY ARMOR & CARRIER, J. PORTILLO	\$1,829.79
90745	08/22/2024	Open		Accounts Payable	OLIVER'S TOW INC.	TOW	\$693.89
90746	08/22/2024	Reconciled	08/27/2024	Accounts Payable	REDWOOD PUBLIC LAW, LLP	COMMUNITY DEVELOPMENT (LABOR)	\$30,482.80
90747	08/22/2024	Open		Accounts Payable	ROSTAD, KIKI	SUMMER CLAY CLASS 2024	\$576.00
90748	08/22/2024	Reconciled	08/26/2024	Accounts Payable	SHABABO, TRACEY, ELISE	TEXTILE ARTS CAMP WK 9 2024	\$5,155.20
90749	08/22/2024	Reconciled	08/28/2024	Accounts Payable	SSD ALARM	COMMUNITY CENTER BURGLAR/FIRE ALARM SEP 2024	\$190.39
90750	08/22/2024	Reconciled	08/29/2024	Accounts Payable	ST. FRANCIS ELECTRIC	VISTA CLUB HOUSE LIGHTING	\$2,740.00
90751	08/22/2024	Reconciled	08/27/2024	Accounts Payable	THE ED JONES COMPANY	BADGES	\$415.13
90752	08/22/2024	Reconciled	08/27/2024	Accounts Payable	TWO BROTHERS POOL & SPA, INC	JULY24 SVC AND EMERGENCY CHEMICALS	\$6,648.76
90753	08/22/2024	Reconciled	08/30/2024	Accounts Payable	UNITED FENCE SERVICES, INC.	CANYON TRAIL PARK STORM DAMAGE FENCE REPAIR FROM FALLEN TREE	\$7,453.72
90754	08/22/2024	Reconciled	08/29/2024	Accounts Payable	UNIVERSAL BUILDING SERVICE	RECYCLING CTR JANITORIAL SVCS JUL24	\$6,001.00
90755	08/22/2024	Reconciled	08/26/2024	Accounts Payable	VERSATERM PUBLIC SAFETY US, INC.	IA PRO	\$1,337.12
90756	08/22/2024	Reconciled	08/27/2024	Accounts Payable	WILLDAN FINANCIAL SERVICES	SERVICES 8/1/2024	\$250.00
90757	08/22/2024	Reconciled	08/29/2024	Accounts Payable	EL CERRITO DEMOCRATIC CLUB	HANA GARDENS RESERVATION CANCELLATION REFUND	\$886.80
90758	08/23/2024	Reconciled	08/28/2024	Accounts Payable	CALPERS LONG TERM CARE PROGRAM	PER3 - CALPERS Longterm Care Ins	\$39.66
90759	08/23/2024	Open		Accounts Payable	EL CERRITO FIRE DEPT MGMT GRP	MG1 - FIRE DEPT MGMT GROUP	\$50.00
90760	08/23/2024	Open		Accounts Payable	EL CERRITO PUBLIC SFTY EE MGMT	MG2 - SAFETY EMPLOYEE MGMT GROUP	\$693.00
90761	08/23/2024	Open		Accounts Payable	FIRE ASSOCIATION	DUE2 - FIRE ASSN DUES	\$510.00
90762	08/23/2024	Reconciled	08/30/2024	Accounts Payable	LIFE INSURANCE OF NORTH AMERICA	ACCD - Accidental Death & Dismembermt	\$61.00
90763	08/23/2024	Reconciled	08/27/2024	Accounts Payable	POLICE ASSN.	DUE1 - POLICE ASSN DUES	\$5,538.26
90764	08/23/2024	Open		Accounts Payable	PRO FIREFIGHTERS ASSN DUES	DUE3 - EC PRO FIREFIGHTERS DUES	\$290.00
90765	08/23/2024	Reconciled	08/27/2024	Accounts Payable	SEIU LOCAL 1021	UPE1 - UNITED PUBLIC EMPLOYEES DUES*	\$2,005.78
90766	08/23/2024	Reconciled	08/28/2024	Accounts Payable	U.S. BANK - INSTITUTIONAL TRUST - W REGION	PAR - PARS - ARS 457*	\$6,072.17
90767	08/29/2024	Open		Accounts Payable	4LEAF, INC.	SOLAR PLAN REVIEW SVCS JUNE 2024	\$12,628.00
90768	08/29/2024	Open		Accounts Payable	BERTRAND, FOX, ELLIOT, OSMAN & WENZEL LLP	PERSONNEL MATTER Svcs through 10/31/23	\$2,177.50
90769	08/29/2024	Open		Accounts Payable	COUNTRY CLUB VISTA HOA	STREET LIGHT EXPENSE JUL2023 - JUN2024	\$1,439.74

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90770	08/29/2024	Open	Accounts Payable	GHIRARDELLI ASSOCIATES	DEL NORTE TOD SVC 4/1-4/30/24	\$130,138.52
90771	08/29/2024	Open	Accounts Payable	HINDERLITER DE LLAMAS & ASSOCIATES	SUPPORT & INDUSTRY MONITORING + OP MGMT	\$7,050.00
90772	08/29/2024	Open	Accounts Payable	R3 CONSULTING GROUP	SOLID WASTE CONSULTING SVCS JUNE2024	\$600.00
90773	08/29/2024	Open	Accounts Payable	RDH Building Science Inc,	CITY HALL LEAK REPAIR (MAY24 SVCS)	\$9,517.36
90774	08/29/2024	Open	Accounts Payable	SPIDERS ULTIMATE LLC	SPIDERS ULTIMATE FRISBEE CAMPS WK 3 (6/24-6/28/24)	\$1,989.00
90775	08/29/2024	Open	Accounts Payable	AFRICAN AMERICAN MAYORS ASSOCIATION	MEMBERSHIP DUES JUL24 - JUN25	\$1,000.00
90776	08/29/2024	Open	Accounts Payable	AMAZON CAPITAL SERVICES, INC.	RECYCLING CTR OFFICE SUPPLIES	\$595.57
90777	08/29/2024	Open	Accounts Payable	AMERIGAS PROPANE INC	PROPANE FOR FORKLIFTS	\$1,248.27
90778	08/29/2024	Open	Accounts Payable	ARMOUR PETROLEUM SERVICE & EQUIPMENT CORP	UST VISUAL INSPECTION ON 8/15/24	\$225.00
90779	08/29/2024	Open	Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	MOTOR OIL RECYCLING 7/9/24	\$200.00
90780	08/29/2024	Open	Accounts Payable	AVILA PROJECT MANAGEMENT	EBMUD/WILDCAT PERMIT	\$37,776.00
90781	08/29/2024	Open	Accounts Payable	BAY ALARM COMPANY	CORP YARD ALARM SVC 9/1/24 - 11/30/24	\$847.05
90782	08/29/2024	Open	Accounts Payable	BAY AREA AIR QUALITY MGMT DIST	UST ANNUAL PERMIT RENEWAL 10/1/24 - 10/1/25	\$329.00
90783	08/29/2024	Open	Accounts Payable	BPX PRINTING & GRAPHICS	PRINTING AND PLANROOM	\$404.55
90784	08/29/2024	Open	Accounts Payable	CINTAS CORPORATION #054 UNIFORMS	CORP YARD UNIFORMS WEEKLY RENTAL	\$422.16
90785	08/29/2024	Open	Accounts Payable	CIRCLEUP EDUCATION	DEI TRAINING - JULY 2024	\$4,939.00
90786	08/29/2024	Open	Accounts Payable	CITY OF HERCULES	MAYORS CONFERENCE 8/1/24 QUINTO MEETING & DINNER	\$70.00
90787	08/29/2024	Open	Accounts Payable	COMCAST	COMCAST - STA 51 AUG & SEP 2024	\$466.00
90788	08/29/2024	Open	Accounts Payable	COMMUNITY CONSERVATION CENTERS, INC.	RECYCLING PROCESSING FOR MIXED PAPER + HDPE: JULY24 LOADS	\$572.66
90789	08/29/2024	Open	Accounts Payable	CUISON, MARIELLE	REIMBURSE FOR SELF PAID PRINTING EXP	\$90.40
90790	08/29/2024	Open	Accounts Payable	DICKINSON FLEET SVCS / COX AUTOMOTIVE	C4: BATTERY & CABLES REPLACEMENT	\$11,121.04
90791	08/29/2024	Open	Accounts Payable	EBMUD	EBMUD 5/31/24 - 8/1/24	\$19,568.52
90792	08/29/2024	Open	Accounts Payable	ENGBERG, GERI	IMPROV CAM PWK 9 8/5-8/9/24	\$2,030.40
90793	08/29/2024	Open	Accounts Payable	GIL, LETICIA MELODY, ESQUER	SUPERHERO CAMP AM WK 10 2024	\$2,700.00
90794	08/29/2024	Open	Accounts Payable	GOLDEN BEAR TRANSFER STATION	SWEEP SPOILS ON 8/2/24 2.64 TONS	\$360.78
90795	08/29/2024	Open	Accounts Payable	GRAUL, BELINDA	GYNASTICS CAMP WK 9-10 2024 8/5-8/16/24	\$4,760.00
90796	08/29/2024	Open	Accounts Payable	GROUP 4 ARCHITECTURE, RESEARCH & PLANNING INC.	LIBRARY COMMUNITY ENGAGEMENT	\$4,256.21
90797	08/29/2024	Open	Accounts Payable	HILLYARD	CITYWIDE CUSTODIAL SUPPLIES	\$256.33
90798	08/29/2024	Open	Accounts Payable	HINDERLITER DE LLAMAS & ASSOCIATES	SUPPORT & INDUSTRY MONITORING + OP MGMT	\$9,177.27
90799	08/29/2024	Open	Accounts Payable	HONEYWELL INTERNATIONAL, INC.	CITY SATELLITE PHONE - JUL24	\$225.00
90800	08/29/2024	Open	Accounts Payable	J & O'S COMMERCIAL TIRE CENTER	2008 CHEVY UPLANDER MAINTENANCE	\$2,577.54
90801	08/29/2024	Open	Accounts Payable	KNORR SYSTEMS, INC.	QUARTERLY MAINTENANCE	\$5,211.20
90802	08/29/2024	Open	Accounts Payable	KS STATEBANK	2023 CHEVROLET TAHOE SPECIAL SERVICE VEHICLES WITH UPFITTING	\$4,907.41
90803	08/29/2024	Open	Accounts Payable	LSA ASSOCIATES, INC.	HNA FIRE RESEILLIENCE PHASES 2, 3, 4	\$3,975.00
90804	08/29/2024	Open	Accounts Payable	MANQUEROS, MARK, MARCOS	TENNIS CAMPS WK 9 8/5-8/9/24	\$4,595.57
90805	08/29/2024	Open	Accounts Payable	MORTON'S URBAN PEST MANAGEMENT	FAIRMONT CLUBHOUSE PEST CONTROL SVC JUL24	\$810.00
90806	08/29/2024	Open	Accounts Payable	NAPA RECYCLING & WASTE SERVICES, LLC	CURBSIDE RECYCLING PROCESSING: JUL24	\$16,347.93
90807	08/29/2024	Open	Accounts Payable	NORM FRIEDMAN	SPORTS CAMP WEEK 8 7/29 - 8/2/24	\$48,636.00
90808	08/29/2024	Open	Accounts Payable	ODP BUSINESS SOLUTIONS, LLC	CORP YARD OFFICE SUPPLIES	\$68.85
90809	08/29/2024	Open	Accounts Payable	OLIVERO PLUMBING	HARDING CLUBHOUSE INTERIOR URINAL REPAIR ON 8/19/24	\$233.53
90810	08/29/2024	Open	Accounts Payable	PASTIME HARDWARE	CLEANING SUPPLIES	\$18.73
90811	08/29/2024	Open	Accounts Payable	PLAY-WELL TEKNOLOGIES	PLAY-WELL LEGO CAMPS WKS 4 & 5	\$7,057.92
90812	08/29/2024	Open	Accounts Payable	PLAZA AUTO SERVICE INC	M23 BRAKE PADS & ROTORS FRONT & BACK, PARK BRAKE SHOE ADJ	\$2,132.14
90813	08/29/2024	Open	Accounts Payable	PROFORCE	SIM GUNS	\$456.03
90814	08/29/2024	Open	Accounts Payable	Provost, Will	MILEAGE & TOLL REIMBURSEMENT MMANC SUMMER SYMPOSIUM	\$95.71
90815	08/29/2024	Open	Accounts Payable	RDH Building Science Inc,	CITY HALL LEAK REPAIR (JULY24 SVCS)	\$500.00
90816	08/29/2024	Open	Accounts Payable	REAMS, CRYSTAL	REIMBURSEMENT FOR CPA LICENSE EXPENSES	\$690.00
90817	08/29/2024	Open	Accounts Payable	RENNE PUBLIC LAW GROUP	GRANT WRITING/LOBBYING SVCS JULY24	\$6,500.00
90818	08/29/2024	Open	Accounts Payable	RILE, KATHRYN	MONDAY OPEN CERAMICS - JUL24	\$374.40
90819	08/29/2024	Open	Accounts Payable	ROADSAFE TRAFFIC SYSTEMS, INC.	DTO SUPPLIES	\$4,134.90
90820	08/29/2024	Open	Accounts Payable	RUIZ, JOE	XFIT CAMPS & CLASSES JULY 2024	\$14,036.23
90821	08/29/2024	Open	Accounts Payable	S.P. AUTOMOTIVE	E51 MAINT.	\$59.52
90822	08/29/2024	Open	Accounts Payable	SCHLANGER, APRIL, ADAIR	SUPERHERO CAMP PM WK 10 2024	\$1,980.00
90823	08/29/2024	Open	Accounts Payable	SPIDERS ULTIMATE LLC	SPIDERS ULTIMATE FRISBEE CAMPS WK 5 (7/8-7/12/24)	\$2,379.00
90824	08/29/2024	Open	Accounts Payable	SPLASHTACULAR, LLC	SHOP DRAWINGS DEPOSIT	\$16,091.00
90825	08/29/2024	Open	Accounts Payable	SSD ALARM	RECYCLING CTR ALARM SVC SEPT24	\$153.98
90826	08/29/2024	Open	Accounts Payable	ST. FRANCIS ELECTRIC	JULY24 ROUTINE - TS & SL MAINTENANCE & RESPONSE	\$8,291.75
90827	08/29/2024	Open	Accounts Payable	TOYOTA MATERIAL HANDLING INC	DENSIFIER PM SVC: 30X	\$1,355.13

Payment Register

From Payment Date: 8/1/2024 - To Payment Date: 8/31/2024

90828	08/29/2024	Open	Accounts Payable	TRIPEPI SMITH AND ASSOCIATES, INC.	COMMUNICATION SUPPORT - AUG24	\$3,750.00
90829	08/29/2024	Open	Accounts Payable	UNIVERSAL BUILDING SERVICE	LIBRARY CUSTODIAL SVCS - JUL24	\$1,313.63
90830	08/29/2024	Open	Accounts Payable	WESTERN STATES OIL COMPANY	RENEWABLE DIESEL	\$10,253.63
90831	08/29/2024	Open	Accounts Payable	BELLISARIO, JEFFREY	REAL PROPERTY TAX REBATE FOR 230 CARMEL AVE	\$5,600.00
TOTAL CHECKS			349 Transactions			\$2,413,707.26

Payment Register

From Payment Date: 8/1/2024 - To Payment Date: 8/31/2024

Accounts Payable EFTs									
2904	08/01/2024	Reconciled	08/31/2024	Accounts Payable	SUTTER HEALTH PLUS	SUTTER HEALTH PLUS - AUG 2024 PAYMENT		\$35,692.60	
2905	08/09/2024	Reconciled	08/31/2024	Accounts Payable	EDD - PAYROLL TAX DEPOSIT	CA - CA Tax		\$58,638.37	
2906	08/09/2024	Reconciled	08/31/2024	Accounts Payable	IRS	FED - Fed Tax*		\$231,614.50	
2907	08/09/2024	Reconciled	08/31/2024	Accounts Payable	MissionSquare (name chg 03-2021 formerly ICMA)	ICM1 - ICMA-457 #300530 FLAT DOLLAR*		\$61,425.33	
2908	08/09/2024	Reconciled	08/31/2024	Accounts Payable	P E R S	PE1% - PERS SEIU*		\$198,005.08	
2911	08/01/2024	Reconciled	08/31/2024	Accounts Payable	SHI INTERNATIONAL CORP	FINAL LEASE PYMT TO TRAKIT CONTRACT 520-0018269-000		\$14,430.64	
2912	08/09/2024	Reconciled	08/31/2024	Accounts Payable	EDD - CA Employment Development Dept	EDD UI BENEFIT CHARGE 4/1/24 - 6/30/24		\$2,265.00	
2938	08/09/2024	Reconciled	08/31/2024	Accounts Payable	EDD - PAYROLL TAX DEPOSIT	CA - CA Tax		\$38.82	
2939	08/09/2024	Reconciled	08/31/2024	Accounts Payable	IRS	FED - Fed Tax*		\$482.57	
2940	08/09/2024	Reconciled	08/31/2024	Accounts Payable	P E R S	PERS-SEIU PEPRA - PERS-SEIU PEPRA Tier 2*		\$366.76	
2941	08/15/2024	Reconciled	08/31/2024	Accounts Payable	KATZ, JUDY	SENIOR FITNESS JULY 2024		\$288.00	
2942	08/22/2024	Reconciled	08/31/2024	Accounts Payable	PITNEY BOWES PURCHASE POWER	PURCHASE POWER POSTAGE CL PYMT AUG-SEP24		\$2,000.00	
2943	08/13/2024	Reconciled	08/31/2024	Accounts Payable	CalPERS (CA Public Employees' Retirement System)	CALPERS AREARS ADMIN FEE DAYSTAR 9/19/21-8/5/23		\$500.00	
2944	08/26/2024	Reconciled	08/31/2024	Accounts Payable	U.S. BANK	SA RDA EL CERRITO 2016 A AND B TTE		\$1,061,397.16	
2945	08/23/2024	Reconciled	08/31/2024	Accounts Payable	PG&E	PG&E 7/2/24 - 8/1/24		\$22,778.89	
2946	08/23/2024	Reconciled	08/31/2024	Accounts Payable	PG&E	PG&E 7/1/24 - 7/31/24		\$27,018.14	
2947	08/15/2024	Reconciled	08/31/2024	Accounts Payable	CalPERS (CA Public Employees' Retirement System)	CALPERS GASB 68 REPORTS PYMT		\$1,750.00	
2948	08/23/2024	Reconciled	08/31/2024	Accounts Payable	EDD - PAYROLL TAX DEPOSIT	CA - CA Tax		\$49,522.18	
2949	08/23/2024	Reconciled	08/31/2024	Accounts Payable	IRS	FED - Fed Tax*		\$201,254.62	
2950	08/23/2024	Reconciled	08/31/2024	Accounts Payable	MissionSquare (name chg 03-2021 formerly ICMA)	ICM1 - ICMA-457 #300530 FLAT DOLLAR*		\$56,264.47	
2951	08/23/2024	Reconciled	08/31/2024	Accounts Payable	P E R S	PE CM PEPRA - PERS CM PEPRA*		\$196,705.40	
2952	08/27/2024	Reconciled	08/31/2024	Accounts Payable	U.S. BANK - CORPORATE PAYMENT SYS	CALCARD AUG2024 PAYMENT		\$61,204.40	
2953	08/30/2024	Reconciled	08/31/2024	Accounts Payable	SUTTER HEALTH PLUS	SUTTER HEALTH PLUS - SEP 2024 PAYMENT		\$35,692.60	
2954	08/31/2024	Reconciled	08/31/2024	Accounts Payable	AMEX/AMERICAN EXPRESS	MERCHANT FEE EXPENSE - JULY 24		\$63.97	
2955	08/31/2024	Reconciled	08/31/2024	Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JULY 24 (920124)		\$222.79	
2956	08/31/2024	Reconciled	08/31/2024	Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JULY2024		\$9,421.86	
2957	08/31/2024	Reconciled	08/31/2024	Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JULY 24 (1400750)		\$759.64	
2958	08/31/2024	Reconciled	08/31/2024	Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JULY 24		\$100.57	
2959	08/31/2024	Reconciled	08/31/2024	Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JULY2024		\$39.99	
2960	08/31/2024	Reconciled	08/31/2024	Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JULY 24		\$38.39	
2961	08/31/2024	Reconciled	08/31/2024	Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JULY 24		\$38.37	
2962	08/31/2024	Reconciled	08/31/2024	Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JULY 24		\$38.39	
2963	08/31/2024	Reconciled	08/31/2024	Accounts Payable	AUTHORIZE.NET	MERCHANT FEE EXPENSE - JULY 24		\$2,435.20	
2964	08/31/2024	Reconciled	08/31/2024	Accounts Payable	AUTHORIZE.NET	MERCHANT FEE EXPENSE - JULY 24		\$108.80	
2965	08/31/2024	Reconciled	08/31/2024	Accounts Payable	CARDCONNECT	MERCHANT FEE EXPENSE - JULY 24		\$14,892.71	
2966	08/31/2024	Reconciled	08/31/2024	Accounts Payable	CARDCONNECT	MERCHANT FEE EXPENSE - JULY 24		\$4,797.87	
2967	08/31/2024	Reconciled	08/31/2024	Accounts Payable	CARDCONNECT	MERCHANT FEE EXPENSE - JULY 24		\$8,981.16	
2968	08/31/2024	Reconciled	08/31/2024	Accounts Payable	MECHANICS BANK	MERCHANT FEE EXPENSE - JULY 24		\$737.15	
2969	08/31/2024	Reconciled	08/31/2024	Accounts Payable	CLOVER	MERCHANT FEE EXPENSE - JULY 24		\$7.95	
2970	08/31/2024	Reconciled	08/31/2024	Accounts Payable	CLOVER	MERCHANT FEE EXPENSE - JULY 24		\$7.95	

TOTAL EFT's:	40 Transactions	\$2,362,028.29
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ACCOUNTS PAYABLE	Checks & EFT's	Status	Count	Transaction Amount
	Open		386	\$4,771,039.55
	Voided		3	\$4,696.00
	Total		389	\$4,775,735.55

PAYROLL	All	Status	Count	Transaction Amount
	Total Checks		162	\$144,831.33
	Voided Checks		0	\$0.00
	Total EFT's		523	\$1,215,922.04
	Total		685	\$1,360,753.37

GRAND TOTAL	1074	\$6,136,488.92
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ORDINANCE NO. 2024-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AMENDING AND RESTATING CHAPTER 4.62 OF THE EL CERRITO MUNICIPAL CODE TO REAUTHORIZE AN EXISTING TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

WHEREAS, the City's one-cent Transactions and Use Tax, approved by El Cerrito voters in 2014, is set to expire in 2027; and

WHEREAS, the existing measure provides approximately 8% of the City's General Fund revenue and supports a wide array of critical City services, including fire protection and public safety, rapid emergency response times, after-school programs for children and teens, and maintenance of City parks, paths and playfields; and

WHEREAS, since the measure was approved by El Cerrito voters in 2014, the City has continued to face financial headwinds, most recently due to the pandemic and a corresponding reduction in revenues; and

WHEREAS, the City's long-term financial projections without a local source of funding are much more precarious and with the impacts of historical state takeaways of local funds, rising costs to maintain basic services, and the expiration of this local funding, the City is starting to plan for this significant loss of revenue for all service areas in the near future; and

WHEREAS, without the stability of the existing locally controlled measure, the City will be forced to implement an across-the-board 10% cut to all City services, programs, and staff including 9-1-1 emergency response, fire and crime prevention, parks and public facility maintenance, and programs for youth and seniors; and

WHEREAS, the City wishes to avoid deeper cuts to programs and services that community members rely upon without increasing taxes; and

WHEREAS, extending the existing voter-approved measure would give El Cerrito local control over local funds for local needs with funding that cannot be taken by the state; and

WHEREAS, any local funding would continue to require citizens' oversight, mandatory financial audits, and yearly reporting to the community to continue to ensure that all voter-approved funds are spent as promised; and

WHEREAS, at its June 18, 2024, meeting, the City Council adopted a budget for Fiscal Years 2024-25 and 2025-26 that recognizes the need for stable revenues to maintain and prevent cuts to services; and

WHEREAS, the City Council has concluded that all of the information presented indicates that, to obtain the revenue necessary to maintain and prevent cuts to service levels, the Council should call an election to ask the voters of the City to approve a local transactions and use tax ("sales tax") that would extend until ended by voters, the revenue from which could be used to support general municipal services; and

WHEREAS, the tax to be submitted to the voters, if approved, would be imposed on the sale of tangible personal property and the storage, use, or other consumption of such property; the tax rate would be one percent (1.0%) of the sales price of the property; the tax revenue would be collected by the California Department of Tax and Fee Administration and remitted to the City; the tax would be in effect until ended by voters, and the tax shall be approved if the measure receives at least a simple majority vote of affirmative votes; and

WHEREAS, Measure R was codified as Chapter 4.62 of the El Cerrito Municipal Code. This ordinance amends and restates Chapter 4.62 to reauthorize the existing tax until ended by voters.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CERRITO DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Incorporation of Recitals. The City Council finds that the above Recitals are true and correct and are incorporated herein by reference.

Section 2. Amendment of Municipal Code. Chapter 4.62 of the El Cerrito Municipal Code is hereby amended and restated as set forth in Exhibit A to reauthorize the existing transactions and use tax approved by El Cerrito voters in 2014.

Section 3. Authority for Reauthorization of Transactions and Use Tax. This ordinance reauthorizes an existing 1.0% transactions and use tax approved by El Cerrito voters in 2014. The City is empowered to reauthorize the existing 1.0% transactions and use tax pursuant to Revenue and Taxation Code sections 7251.1, 7285.9, 7293, and 7294.

Section 4. Approval by the Voters; Effect of Voters Not Approving Ordinance. Pursuant to California Elections Code section 9217, this ordinance shall take effect only if approved by a majority of the eligible voters of the City of El Cerrito voting on the question of reauthorization of the existing transactions and use tax at the General Municipal Election of November 5, 2024. In the event that El Cerrito voters do not approve this ordinance at the General Municipal Election on November 5, 2024, the City's authority to levy the existing 1.0% transactions and use tax shall be unaffected for the remainder of the term of the existing tax.

Section 5. Compliance with the California Environmental Quality Act. Approval of this ordinance is exempt from review under the California Environmental Quality Act (Public Resources Code §§ 21000 et seq. ("CEQA") and 14 Cal. Code Reg. §§ 15000 et seq. ("CEQA Guidelines")). The tax authorized by this ordinance is a general tax that can be used for any legitimate governmental purpose; it is not a commitment to any particular action. As such, under CEQA Guidelines section 15378(b)(4), the tax is not a project within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. If revenue from the tax were used for a purpose that would have such effect, the City would undertake the required CEQA review for that particular project at the earliest feasible time prior to approval of the project, consistent with CEQA Guidelines Sections 15004 and 15352. Therefore, pursuant to CEQA Guidelines section 15060, CEQA analysis is not required.

Section 6. Severability. If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. The City Council hereby declares that it would have passed the ordinance codified in this chapter, and each section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of this chapter would be subsequently declared invalid or unconstitutional.

Section 7. No Conflict with Federal or State Law. Nothing in this Ordinance is intended to create any requirement, power or duty that is in conflict with any federal or state law.

Section 8. Effective Date. This ordinance relates to the levying and collecting of the City transactions and use taxes and shall take effect immediately. Notwithstanding the foregoing, Chapter 4.62 of the Municipal Code shall not be amended until the operative date, as defined in Exhibit A.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the City Council on July 16, 2024, and passed by the following vote:

AYES:	Mayor Rudnick, Mayor Pro Tem Wysinger; Councilmembers Fadelli and Quinto
NOES:	None
ABSENT:	Councilmember Motoyama
ABSTAIN:	None

ADOPTED AND ORDERED published at a regular meeting of the City Council held on September 17, 2024 and passed by the following vote, subject to voter approval at the General Municipal Election to be held on November 5, 2024:

AYES:	Councilmembers
NOES:	Councilmembers
ABSENT:	Councilmembers
ABSTAIN:	Councilmembers

APPROVED:

Tessa Rudnick, Mayor

ATTEST:

Holly Charléty, City Clerk

ORDINANCE CERTIFICATION

I, Holly M. Charléty, City Clerk of the City of El Cerrito, do hereby certify that this Ordinance is the true and correct original Ordinance No. 2024-02 of the City of El Cerrito; that said Ordinance was duly enacted and adopted by the City Council of the City of El Cerrito at a meeting of the City Council held on the September 17, 2024; and that said Ordinance has been published and/or posted in the manner required by law.

WITNESS my hand and the Official Seal of the City of El Cerrito, California, on ____
_____.

Holly M. Charléty, City Clerk

EXHIBIT A

4.62.010 - Title.

This ordinance shall be known as the Maintaining El Cerrito Safety and Local Services Transactions and Use Tax Ordinance. The City of El Cerrito hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

4.62.020 - Operative Date.

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adoption being as set forth below.

4.62.030 - Purpose.

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Sections 7285.9, 7293, and 7294 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

4.62.040 - Contract with state.

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

4.62.050 - Transactions tax rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 1.0% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

4.62.050 - Place of sale.

For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

4.62.060 - Use tax rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 1.0% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

4.62.080 - Adoption of provisions of state law.

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

4.62.090 - Limitations on adoption of state law and collection of use taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefore. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California.

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

4.62.100 - Permit Not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

4.62.110 - Exemptions and exclusions.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

4.62.120 - Amendments.

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

4.62.130 - Enjoining collection forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

4.62.140 - Annual audit.

By no later than December 31st of each year, the City's independent auditors shall complete a report reviewing the collection, management, and expenditure of revenue from the tax levied by this chapter. The report shall be reviewed by the Financial Advisory Board as part of its review of the annual audit.

4.62.150 - Amendments by city council.

The following amendments to this chapter must be approved by the voters of the City: increasing the tax rate or revising the methodology for calculating the tax such that a tax increase would result; imposing the tax on transactions and uses not previously subject to the tax (unless such amendment occurs automatically by operation of Section 4.62.120); or extending the tax. The City Council may otherwise amend this chapter without submitting the amendment to the voters for approval.

4.62.160 - Termination date.

The authority to levy the tax imposed by this ordinance shall continue until ended by City voters.



AGENDA BILL

Agenda Item No. 7.F.

Date: September 17, 2024
To: El Cerrito City Council
From: Claire Coleman, Budget/Financial Services Manager, Finance Department
Subject: Spending Authority for Certain Vendors Expected to Exceed \$45,000 for FY 2024-25

ACTION PROPOSED

Adopt a resolution approving spending authority for vendors expected to exceed \$45,000 in Fiscal Year 2024-25.

BACKGROUND AND ANALYSIS

Resolution 2017-71A, adopted by the City Council on October 3, 2017, authorizes the City Manager to purchase goods and services and enter into professional services agreements in amounts not to exceed \$45,000 without City Council authorization, and further requires that purchases and professional service agreements of more than \$45,000 for any one vendor in any one fiscal year must be approved by the City Council. Each fiscal year, the City Council affirms the requirement for the single vendor threshold of \$45,000 in its resolution adopting the annual budget, most recently with Resolution 2024-46 for FY 2024-25. Additionally, the City's Procurement Policy (Administrative Policy III-1) sets guidelines and requirements for purchases of goods and services using City funds that conform with the approval thresholds set by the City Council and outlines the procedures for the use of purchase orders. Services performed for the City require a contract and insurance verification, while purchases of goods and supplies typically do not.

As a part of Citywide efforts to improve accuracy, transparency, and compliance with City policies, staff identified a number of vendors with whom the City may need to spend over \$45,000 in FY 2024-25. In accordance with the Procurement Policy, staff is seeking approval to make purchases estimated above \$45,000 throughout the year with certain vendors for goods/supplies and Recreation Instructor services on an as-needed basis. All purchases included in this agenda bill for approval were included in the FY 2024-25 Budget and do not require additional appropriation authority from the City Council.

Goods & Supplies

The following purchases of goods and supplies are made on an as-needed basis in small amounts that would typically not come before the City Council for approval according to the City's Procurement Policy, but which cumulatively amount to over \$45,000 in a single year with a specific vendor. Each vendor is selected per the Policy and based on excellence in quality, pricing, and availability.

- **Knorr** (\$94,750) - Pool maintenance and supplies. Knorr has been the City's capital maintenance contractor at the El Cerrito Swim Center since it was renovated in 2004. There are very few contractors in Northern California that provide the level of service and expertise that Knorr provides who are additionally able to respond quickly to emergencies and thereby minimize pool closure times. Staff periodically surveys pools in the Bay Area, the majority utilize Knorr Systems for their capital maintenance needs. The main exception to this is that some cities, mostly larger ones with several pools, utilize city staff for pool maintenance needs.
- **LN Curtis** (\$120,000) - Public Safety equipment and clothing for the Fire and Police Departments. For the Fire Department, LN Curtis offers the best prices and customer service for our firefighter's turnouts, including timely sizing, service, and delivery. LN Curtis has also repeatedly demonstrated the ability to quickly turn around orders of essential police equipment. The ECPD relies on LN Curtis for a variety of equipment needs, including uniforms, leather gear, ballistic vests and helmets, and other specialty gear. LN Curtis is locally based in Walnut Creek, CA.
- **Dell** (\$100,000) - Server infrastructure hardware, laptops, and desktop computers. This vendor consistently offers the best value under the Dell NASPO Computer Equipment PA for California contract (used by many public agencies, including the City of Oceanside and City College of San Francisco). The standardization on their computer equipment enables the IT department to be efficient in maintenance and monitoring, and improves uptime for City staff.
- **Folger Graphics** (\$60,000) - Interdepartmental printing and mailing services, including News & Views, the rECguide, and citywide public information efforts. Costs have increased as the City has re-initiated critical public information efforts that were paused during the pandemic. Folger Graphics provides high-quality printing services to multiple departments citywide.

Recreation Instructors

Recreation Instructors are contracted to teach classes for the City and provide a wide range of offerings to the community. Instructors are paid on a cost-sharing basis, whereby they receive 60% of the revenue from class sign-ups and the City receives 40%. How much a Recreation Instructor is paid by the City annually depends on the frequency and popularity of their classes. A small number of Recreation Instructors regularly receive over \$45,000 per year from the City through this revenue-sharing agreement structure. While these are not purchased services or supplies and all expenses are both budgeted for and offset by class fee revenues, staff feel that these contracts should come to City Council for approval to ensure compliance with the Procurement Policy.

The four instructors who staff expect to be paid over \$45,000 in FY 2024-25 are:

- **Norman Friedman** (\$162,000) - Norm Friedman is the Director of El Cerrito Sports Camp, providing 9-10 weeks of summer camp each summer.
FY 2023-24 Enrollments: 706
- **Stephanie Ramos** (\$50,000) - Stephanie Ramos is the Independent Contractor providing year-round Zumba and Zumba Gold to adults and seniors. Classes are offered daily, and in some cases 2-3 times per day.
FY 2023-24 Enrollments: 331 (*may be single class, 5 class pack, 10 class pack, or monthly unlimited)
- **Belinda Graul** (\$45,000) - Belinda Graul is our head Gymnastics Coach, offering 12 classes per week during the school year, and 6-7 weeks of camp each summer.
FY 2023-24 Enrollments: 1070
- **Ian McAvoy** (\$45,000) - Ian McAvoy is the owner of Off the Block STEM, providing specialized LEGO classes twice weekly throughout the school year in addition to school-break camps and summer camps.
FY 2023-24 Enrollments: 362

STRATEGIC PLAN CONSIDERATIONS

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

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

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

All expenses referenced in this agenda bill were included within the FY 2024-25 Budget adopted by the City Council on June 18, 2024. The proposed expenditures require Council authorization because they are expected to exceed \$45,000 with a single vendor in a single fiscal year, but there is no additional fiscal impact from adopting this resolution.

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

RESOLUTION 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO APPROVING SPENDING AUTHORITY FOR VENDORS EXPECTED TO EXCEED \$45,000 IN FISCAL YEAR 2024-25

WHEREAS, Resolutions 2017-71A and 2024-46 requires that all purchases totaling over \$45,000 with a single vendor in a single fiscal year receive Council approval; and

WHEREAS, the City's Procurement Policy (Administrative Policy III-1) guides all purchasing and bidding procedures to ensure fairness and transparency; and

WHEREAS, certain vendors, selected based on excellence in quality, price, and availability, are expected to exceed \$45,000 for goods, supplies, and services in the current fiscal year; and

WHEREAS, the proposed expenditures outlined in this resolution and the associated agenda bill were included in the Council-adopted budget for FY 2024-25 and require no additional appropriation authority.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes the purchase of goods and on-call services up to the not-to-exceed amount detailed for each vendor in the table below.

Vendor	Category	Expenditure Total
Knorr Systems, Inc.	Supplies & On-Call Services	\$94,750
LN Curtis & Sons	Supplies	\$120,000
Dell Marketing L.P.	Supplies	\$100,000
Folger Graphics, Inc.	Supplies	\$60,000
Norman Friedman	Recreation Instructor	\$162,000
Stephanie Ramos	Recreation Instructor	\$50,000
Belinda Graul	Recreation Instructor	\$45,000
Ian McAvoy	Recreation Instructor	\$45,000

BE IT FURTHER RESOLVED the the City Manager or designee is authorized to enter into agreements with the individuals or entities listed above based on City standard forms or agreements with commercially reasonable terms, subject to approval as to form by the City Attorney.

I CERTIFY that at a regular meeting on September 17, 2024 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:

Tessa Rudnick, Mayor



AGENDA BILL

Agenda Item No. 7.G.

Date: September 17, 2024
To: El Cerrito City Council
From: A'shanti Coleman, Management Assistant; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Subject: Consulting Services Agreements for On-Call Engineering and Project Management Services

ACTION PROPOSED

Adopt a resolution authorizing the City Manager to execute consulting services agreements with three firms, Bellecci, Tetra Tech, Theis Engineering and Associates, Inc to provide On-call Engineering and Project Management services for three years with options to extend for an additional two years in an amount not to exceed \$250,000 per fiscal year for each agreement.

Background/Analysis

The City regularly requires the services of consulting firms to provide a range of engineering and project management services. The type of work performed by these firms varies in scope and duration. The work may be an urgent, short-term assignment or may be part of a larger capital or planning project. As a result, on-call agreements with multiple consultant firms are appropriate to allow for prompt procurement of services as needs arise and to cover a variety of specialties. For additional information on the Request for Qualifications (RFQ) process in prior years refer to the [June 4, 2024 Agenda Bill](#).

2024 RFQ Process

City staff released an RFQ for On-Call Engineering & Project Management Services on February 21, 2024. Consultants were invited to submit a Statement of Qualifications (SOQ) demonstrating their ability to perform services in some, or all, of the following specialized categories:

- Complete Streets
- Accessibility Modifications
- Pavement Management
- Storm Drain Infrastructure
- New Development & Redevelopment Stormwater Management/Green Infrastructure
- Erosion and Sediment Control/Stormwater Construction Site Control
- City Building and Facilities
- Park and Landscape Facilities
- Private Development Review
- Utility Coordination and Permitting

- Master Planning and Budgeting

The type of services to be performed by a selected consultant include design development and cost estimating, preparation of plans, specifications and estimates, feasibility evaluation and alternative analysis, management and monitoring of capital improvement projects and associated grants, and review of land development plans, among other engineering support and staff augmentation services.

The availability of the RFQ was posted on the City's website and emailed to 66 firms on the City's consultant list. Fourteen SOQs were submitted by the due date of April 18, 2024. City staff reviewed the SOQs based on the following evaluation criteria as listed in the RFQ:

- Presentation, completeness, clarity, organization, and conformance to the RFQ requirements (10%)
- Understanding and approach (30%)
- Qualifications and experience (40%)
- References (20%)

In June 2024, City Council authorized the City Manager to execute consulting services agreements with the top six firms including Pakpour Consulting Group, BKF Engineers, CSW/Stuber-Stroeh Engineering Group (CSW), NCE, Avila Project Management, and Kimley-Horn and Associates, Inc. (Resolution 2024-36 and Resolution 2024-43).

Additional Recommended Agreements

City staff have determined that due to a variety of upcoming projects and on-going programs and a recent staff vacancy in the Engineering Division, additional specialized consulting support is needed. As a result, City staff recommends that the City enter into agreements with the next three most qualified firms, who submitted SOQs. These firms are Bellecci, Tetra Tech, and Theis Engineering and Associates, Inc. All possess key areas of expertise needed in the near-term. The agreements are to be based on the City's standard agreement and crafted as a master agreement, with specific scope of services, schedule, and cost to be determined on a task order basis.

As needs arise, one or more of the firms will be asked to submit a proposal on the scope, schedule, and fee for an individual task, depending on its complexity and specialty required. Once a proposal is agreed upon, the Public Works Director will issue a task order and work will begin.

Each agreement has an initial term of three years with an option to extend it by two additional years. This length of time allows the City and the respective consultants to deliver projects and programs, efficiently and effectively, to better serve the City's residents, businesses, and other stakeholders. The firms have submitted billing rate sheets for the various skill levels listed in their SOQs along with other charge conditions such as direct costs and mileage, which will be incorporated into their agreements.

STRATEGIC PLAN CONSIDERATIONS

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

- *High Performing Organization; and*
- *Infrastructure and Amenities.*

ENVIRONMENTAL CONSIDERATIONS

This proposed action does not constitute a project as defined by the California Environmental Quality Act (CEQA). No further environmental review is needed to execute contracts.

FINANCIAL CONSIDERATIONS

Each on-call agreement will have a not-to-exceed limit of \$250,000 per fiscal year. However, an executed agreement does not guarantee any task orders will be issued, and a firm will only perform work that has been approved in a task order.

Each task order will be subject to funding available for a specific project in the Capital Improvement Program or department operating budgets, which are both approved by the City Council as part of the annual budget.

LEGAL CONSIDERATIONS

The City Attorney has reviewed the proposed action and found that legal considerations have been addressed. The City Attorney will also review and approve the final form of the consulting services agreements.

Reviewed by:

A handwritten signature in blue ink, appearing to read 'Karen Pinkos', is written over a faint circular official stamp.

Karen Pinkos, City Manager

Attachments:

1. Resolution

RESOLUTION 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO EXECUTE CONSULTING SERVICES AGREEMENTS WITH BELLECCI, TETRA TECH, AND THEIS ENGINEERING AND ASSOCIATES, INC TO PROVIDE ON-CALL ENGINEERING AND PROJECT MANAGEMENT SERVICES

WHEREAS, the City regularly requires the services of consulting firms to provide a range of engineering and project management services; and

WHEREAS, it is customary for a city to enter into one or more agreements for these services on an as-needed basis; and

WHEREAS, the City released a Request for Qualifications (RFQ) for On-Call Engineering & Project Management Services on February 21, 2024; and

WHEREAS, the RFQ was posted on the City's website and emailed to 66 firms on the City's consultant list; and

WHEREAS, fourteen firms submitted Statement of Qualifications (SOQs) by the due date of April 18, 2024; and

WHEREAS, City staff evaluated the SOQs based on the criteria listed in the RFQ, and ranked the most qualified firms to provide the services anticipated to be needed by the City; and

WHEREAS, City Council authorized the City Manager to execute consulting agreements with BKF Engineers, CSW/Stuber-Stroeh Engineering Group (CSW), Avila Project Management, Pakpour Consulting Group, Nichols Consulting Engineers (NCE), and Kimley-Horn and Associates, Inc (Resolution 2024-36 and Resolution 2024-43); and

WHEREAS, City staff have determined that due to a variety of upcoming projects and on-going programs and a staff vacancy in the Engineering Division, additional consulting support is needed; and

WHEREAS, City staff recommends that the City enter into consulting services agreements with the next three most qualified firms: Bellecci, Tetra Tech, and Theis Engineering and Associates, Inc; and

WHEREAS, once agreements are executed and needs arise, one or more firms will be asked to propose on the scope, schedule, and fee for an individual task and, once a proposal is agreed upon, the Public Works Director will issue a task order and work will begin; and

WHEREAS, the agreed upon proposal for each task order will be subject to funding available in the Capital Improvement Program or department operating budgets.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes the City Manager to execute consulting services agreements with Bellecci, Tetra Tech, and Theis Engineering and Associates, Inc. to provide on-call engineering and project management services for three years with options to extend for an additional two years in an amount not to exceed \$250,000 per fiscal year for each agreement.

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

I CERTIFY that at a regular meeting on September 17, 2024 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:

Tessa Rudnick, Mayor



AGENDA BILL

Agenda Item No. 7.H.

Date: September 17, 2024
To: El Cerrito City Council
From: Shannon Bassi, Senior Human Resources Analyst, City Management
Subject: Resolution to Amend the City's Classification Plan

ACTION PROPOSED

Adopt a resolution amending the City's Classification Plan to 1) authorize revisions to the existing classifications of Childcare Aide, Plan Checker I/II, Assistant Engineer, Engineering Technician II, Information Technology Technician and 2) authorize the new classification of Engineering Technician I.

BACKGROUND/ANALYSIS

Per Section 3.10.050 of the El Cerrito Municipal Code, the City Council is responsible for adopting Personnel Rules that govern the City's civil service system and Classification Plan. This includes any revisions or amendments to position classifications and job descriptions. The recently completed Classification and Compensation Study provided a valuable opportunity to review all of the City's classifications, and propose changes and modifications where needed to accurately reflect the work of City staff.

The classification portion of the study focused on creating and modifying job classifications that accurately represent the body of work that staff perform, create methods of effective recruitment, retain a talented workforce, and maintain an emphasis on providing excellent customer service. Additionally, each classification was reviewed through an equity lens to ensure the City is creating and promoting a diverse workforce.

The Human Resources Division and the project consultant Koff and Associates worked continuously through the study's process with Department and Division Managers, bargaining units, and other City staff to review all class specifications throughout the City to confirm they are representative of the organizational changes, City services, and duties that have evolved. As a result, all the City's job descriptions were revised, and must now be reviewed by the City Council for final approval. Given the number of job descriptions evaluated, staff plans to bring back a set of proposed classifications to the City Council at each Council meeting until all job descriptions are approved.

The attached job descriptions are presented for City Council's review and approval:

Existing Classifications With Proposed Changes:

- Childcare Aide
- Plan Checker I/II

- Assistant Engineer
- Engineering Technician II
- Information Technology Technician

New/Additional Proposed Classifications:

- Engineering Technician I

The City's current job descriptions may be viewed at this link:
www.governmentjobs.com/careers/elcerrito/classspecs.

STRATEGIC PLAN CONSIDERATIONS

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

- *High Performing Organization*
- *Environmental Sustainability*

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

There are no budgetary impacts at this time.

LEGAL CONSIDERATIONS

This section is not applicable to this agenda item.

Reviewed by:



Karen Pinkos, City Manager

Attachments:

1. Resolution
2. Childcare Aide
3. Plan Checker I-II
4. Assistant Engineer
5. Engineering Technician I II
6. Information Technology Technician

RESOLUTION 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AMENDING
THE CITY'S CLASSIFICATION PLAN

WHEREAS, the City Council of the City of El Cerrito has an adopted Classification Plan for positions in the City's service; and

WHEREAS, the City completed a Citywide Classification and Compensation Study in March 2024; and

WHEREAS, the Classification and Compensation Study included a review of all of the City's classifications and job descriptions, and proposed changes and modifications where needed to accurately reflect the work of City staff; and

WHEREAS, City staff has completed review of staffing structure, positions, and recommended revisions to position classifications and job descriptions Citywide.

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby amend the City's Classification Plan to authorize implementation of the proposed modifications to include the following new classifications and/or classification title changes:

- Childcare Aide
- Plan Checker I/II
- Assistant Engineer
- Engineering Technician II
- Information Technology Technician

BE IT FURTHER RESOLVED, that the City Council does hereby amend City's Classification Plan to authorize implementation of the proposed modifications to include the following new classifications and/or classification title changes:

- Engineering Technician I

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

I CERTIFY that at a regular meeting on September 17, 2024 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:

Tessa Rudnick, Mayor



FLSA: Non-Exempt

CHILDCARE AIDE

DEFINITION

Under immediate supervision, provides assistance in the care, development, and instruction of children through a variety of childcare and recreation activities; supports Childcare Teachers in implementing curriculum and activities in accordance with City and other applicable policies and procedures and state regulations; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives immediate supervision from Childcare Teacher, Recreation Coordinator, and/or Recreation Supervisor or assigned supervisor or management personnel. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This is the entry-level classification in the Childcare series. Initially under close supervision, incumbents learn and perform routine care, guidance, and developmentally appropriate learning and socialization experiences for children to encourage and facilitate positive physical, intellectual, social, and emotional development while learning City policies and procedures. As experience is gained, assignments become more varied, complex, and difficult; close supervision and frequent review of work lessen as an incumbent demonstrates skill to perform the work independently. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assists with, conducts, and participates in a variety of childcare and recreation activities; works directly with children in class activities and projects.
- Assists City staff in the implementation of childcare programs.
- Conducts and participates in the planning of curriculum activities.
- Assists in maintaining an appropriate and safe indoor and outdoor environment.
- Interacts with children in a warm and positive manner.
- Ensures maintenance of a clean and safe learning environment including classroom and outside play area; maintains clean and sanitized eating areas and equipment; ensures classroom supplies are available and in good working order.
- Administers first aid and adult and/or child cardiopulmonary resuscitation (CPR) as required.
- Attends trainings, workshops, and classes related to job duties.
- Receives and responds to questions and concerns; determines issue and resolves within established guidelines or refers to supervisor as appropriate.
- Maintains logs and records of activities including incident reports and training logs.

- Observes and complies with all City, local, state, federal, and other applicable mandated safety rules, regulations, and protocols.
- Performs related duties as required.

QUALIFICATIONS

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

- Equivalent to completion of the eighth (8th) grade.
- Completion of Early Childhood Education coursework is desirable.

Experience:

- If assigned to a licensed childcare site, the minimum age for positions in this classification is typically eighteen (18), positions in this classification can be seventeen (17) if allowed by California State licensing standards and regulations.
- Some experience working with children in a childcare or educational setting is preferred.

Licenses and Certifications:

- Possession of a valid California Driver's License or Identification Card to be maintained throughout employment.
- Possession of, or ability to obtain within three (3) months of appointment, a valid Adult/Child/Infant CPR/AED and First Aid certifications from the American Red Cross or equivalent agency, to be maintained throughout employment.
- If assigned to a licensed childcare site, Adult/Child/Infant CPR/AED and First Aid certifications must comply with California Emergency Medical Services Authority (EMSA) requirements.

Knowledge of:

- Basic practices and methods of instruction, care, and supervision of toddler, preschool and/or school-aged children.
- Concepts of child development and behavior patterns of toddler, preschool, and/or school-aged children.
- Procedures and practices for maintaining classroom and playground safety.
- Behavior management techniques.
- Curriculum frameworks and development.
- Basic maintenance and cleaning practices.
- Occupational hazards and standard safety practices.
- Recordkeeping principles and procedures.
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility.
- City and mandated safety rules, regulations, and protocols including basic first aid and adult and/or child cardiopulmonary resuscitation (CPR) methods.
- Techniques for de-escalation and providing a high level of customer service by effectively assisting with the public, vendors, and City staff.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.

Council Approved:

- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Assists in the monitoring, supervision, and oversight of the daily activities and operations of a classroom or playground setting.
- Create and maintain a safe learning environment.
- Think and act quickly and effectively in emergencies.
- Maintain discipline, order, and safety in a crowded and noisy environment.
- Maintain facilities and equipment in a clean, safe, and secure manner.
- Maintain accurate logs, records, and basic written records of work performed.
- Perform basic mathematical calculations.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate effectively both orally and in writing using the English language.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

PHYSICAL DEMANDS

When assigned to a classroom environment, must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various District and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone; ability to stand and walk between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

When working in an external environment, position requires sitting, standing, walking on slippery surfaces, reaching, twisting, turning, kneeling, bending, stopping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. Employees must possess the ability to lift, carry, push, and pull materials and objects, and children, averaging a weight of 25 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees primarily work in a classroom environment with moderate to high noise levels and controlled temperature conditions. Incumbents may be exposed to blood and body fluids rendering First Aid and CPR or when tending to children's hygiene. Employees also work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, dust and air contaminants. Employees also work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, dust and air contaminants. Employees may interact with challenging individuals while interpreting and enforcing policies and procedures.

WORKING CONDITIONS

Incumbents may be required to wear uniforms and may be required to work varied shifts as needed, in addition to responding as a Disaster Services Emergency Worker.



FLSA: Non-Exempt

PLAN CHECKER I-II

DEFINITION

Under general supervision and direction, performs plan review of commercial and residential plans submitted to the City for structural and non-structural compliance; ensures plans are in compliance with applicable laws, codes, standards, policies, ordinances, and regulations; provides a variety of information to property owners, developers, architects, engineers, and contractors; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision and direction from assigned supervisory or management staff. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

Plan Checker I: This is the entry-level classification in the Plan Checker series. Initially under close supervision, incumbents perform basic plan review and learn to perform more complex plan review of commercial buildings and/or new residential construction. As experience is gained, assignments become more varied and complex; close supervision and frequent review of work lessen as an incumbent demonstrates skill to perform the work independently. Positions at this level usually perform most of the duties required of the positions at the Plan Checker II-level but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise.

Plan Checker II: This is the journey-level classification in the Plan Checker series. Positions at this level are distinguished from the Plan Checker I-level by the performance of more complex plan reviews, including multi-residential, commercial, multi-use, and/or new construction, and the full range of duties as assigned, working independently, and exercising judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

Positions in the Plan Checker classification series are flexibly staffed; positions at Plan Checker II may be filled by advancement from Plan Checker I; progression to Plan Checker II is dependent on (i) management affirmation that the position is performing the full range of duties assigned to the classification; (ii) satisfactory work performance; (iii) the incumbent meeting the minimum qualifications for the classification including any licenses and certifications; and (iv) management approval for progression to Plan Checker II.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Positions at Plan Checker I may perform some of these duties and responsibilities in a learning capacity.

- Reviews plans, specifications, and calculations of new construction, additions, and/or alterations to residential, commercial, and/or multi-use buildings to determine compliance with the provisions of building codes, ordinances, and regulations including compliance with California Code of Regulations and local ordinances; determines whether plans are properly dimensioned and clearly detailed in accordance with design calculations.
- Reviews site plan for structural and non-structural code compliance including safety and health features, use of materials, grading, erosion control, cuts and fill, and setbacks; reviews plans for compliance with energy standards; reviews site topography and parcel boundary information.
- Prepares complete and understandable comment and/or correction list to communicate and establish the requirements necessary for structural compliance; reviews and verifies all indicated requirements on comment and correction list have been addressed.
- Performs field inspections of structures for compliance with approved plans and codes; investigates concerns and provides recommendations to correct areas of concern during plan check, inspection, and/or construction activities; conducts follow up actions.
- Advises and provides information to property owners, developers, architects, engineers, and contractors including answering questions and providing information regarding plan check processes and procedures; reviews, interprets, and explains applicable local, state, and federal regulations and City codes, ordinances, standards, and guidelines.
- Confers with architects, contractors, builders, and the general public in the field and office; explains and interprets requirements and restrictions and assists in resolving questions or problems.
- Provides ongoing guidance and training to permit, building inspection, and other department staff on applicable job functions and responsibilities related to plan review such as determining plan check, permit, and other fees and valuation on plans submitted and compliance with codes, ordinances, and related requirements.
- Researches, compiles, and summarizes data and information; prepares a variety of correspondence, reports, notices, informational handouts, and other written materials.
- Maintains files, databases, and records related to plan check activities and work performed.
- Observes and complies with all City and mandated safety rules, regulations, and protocols.
- Performs other related duties as required.

QUALIFICATIONS

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Plan Checker I and II: Equivalent to graduation from the twelfth (12th) grade. Some college coursework is desirable.

Council Approved:

Experience:

Plan Checker I: Two (2) years of responsible experience performing administrative and technical support work in the building construction field as a permit technician, inspector, or two (2) years of experience in building or construction trades.

Plan Checker II: Two (2) years of plan check experience equivalent to a Plan Checker I at the City of El Cerrito.

Licenses and Certifications:

- Individuals who are appointment to this position will be required to maintain a current and valid California Driver's License and satisfactory driving record throughout employment OR demonstrate the ability to travel to various locations in a timely manner as required in the performance of duties.
*A current and valid out-of-state license may be used upon hire and a valid California Driver's License must be obtained within six (6) months of appointment.

Plan Checker I:

- Possession of, or ability to obtain within twelve (12) months of appointment, a Residential Plans Examiner Certification issued by the International Code Council (ICC), to be maintained throughout employment.

Plan Checker II:

- Possession of a Residential Plans Examiner Certificate issued by ICC to be maintained throughout employment.
- Possession of, or ability to obtain within twelve (12) months of appointment, a Building Plans Examiner Certificate for commercial and industrial occupancy issued by ICC, to be maintained throughout employment.

Knowledge of:

Some knowledge, skills, and abilities may be performed in a learning capacity for Plan Checker I positions.

- Principles and practices of plans examination processes, procedures, and requirements.
- Residential, commercial, and industrial construction materials, methods, and equipment.
- Principles of structural design and engineering mathematics.
- Principles and procedures of record keeping.
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility.
- City and mandated safety rules, regulations, and protocols.
- Techniques for de-escalation and providing a high level of customer service by effectively assisting with the public, vendors, and City staff.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability To:

- Read, understand, examine, and interpret plans, specifications, and related construction documents, maps, and related technical documents.
- Explain and interpret plan check and/or related processes, codes, and regulations to architects,

Council Approved:

contractors, builders, and the general public.

- Research, summarize, and present information and data in an effective manner.
- Maintain a variety of filing, record keeping, and tracking systems.
- Make accurate engineering and mathematical computations.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with contractors, various business, professional, and regulatory organizations, and in meetings with individuals
- Prepare clear and concise correspondence, documentation, and other written materials.
- Use tact, initiative, prudence, and judgment within general policy and procedural guidelines.
- Organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Communicate effectively both orally and in writing using the English language.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

PHYSICAL DEMANDS

When assigned to an office environment, must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone; ability to stand and walk between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

When assigned to field inspection, must possess mobility to work in changing site conditions; possess the strength, stamina, and mobility to perform light to medium physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; to reach, twist, turn, kneel, and bend, to climb and descend ladders; and to operate a motor vehicle and visit various City sites; vision to inspect site conditions and work in progress. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards, with exposure to hazardous materials in some site locations. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight up to 25 pounds, with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees also work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with challenging individuals while interpreting and enforcing policies and procedures.

WORKING CONDITIONS

During an emergency, all City employees serve as a Disaster Services Emergency Worker and are expected to work overtime, weekends, evenings, and holidays in order to respond and assist the City.

Council Approved:



FLSA: Non-Exempt

ASSISTANT ENGINEER

DEFINITION

Under general supervision and direction, performs a diverse range of professional engineering duties in support of an assigned program area which may include, but is not limited to, capital improvement projects, engineering permits, utility coordination, development services, and public works infrastructure including multimodal transportation, stormwater, and public buildings; prepares and/or participates in the preparation and review of preliminary and final engineering plans, cost estimates, cost analysis studies, specifications, and schedules; quality controls the engineering designs performed by consulting engineers for the City; performs complex engineering mathematical calculations including hydraulics and structural calculations; performs plan checks of development plans and plans submitted by private developers; provides technical support to management in assigned engineering program areas; acts as project manager for public works construction projects; and performs other related duties as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision and direction from an assigned supervisory or management personnel. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This is the entry-level classification in the professional Engineer series. Initially under close supervision, incumbents learn and perform routine professional engineering duties including the management of routine projects, while learning City policies and procedures. As experience is gained, assignments become more varied, complex, and difficult; close supervision and frequent review of work lessen as an incumbent demonstrates skill to perform the work independently. Positions at this level usually perform most of the duties required of the positions at the Associate Engineer level but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Positions at the Assistant Engineer level may perform some of these duties and responsibilities in a learning capacity.

- Performs responsible and demanding engineering and project management work in Public Works; performs a variety of administrative engineering functions.

- Serves as project manager on assigned engineering and construction projects; analyzes and resolves design and engineering issues; settles disputes and issues with inspectors, engineers, and contractors; conducts negotiations for change orders; prepares contract modifications for change orders; coordinates relocation/adjustments of existing utilities for projects.
- Conducts field and construction site inspections; ensures contractor compliance with contract documents and time and budget estimates; recommends field changes.
- Reviews private development plans submitted by developers, landowners, and engineers for adequacy of application and conformance to City standards, plans, and specifications.
- Prepares designs, specifications, plans, estimates and reports for assigned capital improvement projects and the development and modification of the City's infrastructure; determines materials and availability of funding; provides special study engineering reports and draft engineering staff reports for the City Council.
- Prepares requests for proposals; conducts pre-bid and pre-construction conferences; provides input into the selection process; and directs the work of contracted service providers.
- Coordinates public works construction improvements with utility companies and other agencies including relocation, removal, and/or installation of utility improvements.
- Performs a variety of engineering calculations on assigned projects.
- Reviews subdivision and improvement plans, parcel maps, road and grading plans, and related maps and specifications for accuracy and conformance to established engineering practices and mandated regulations.
- Meets with contractors, engineers, developers, architects, a variety of outside agencies, and the general public in acquiring information and coordinating engineering matters; provides information regarding City capital project requirements.
- Provides information to the public and resolves questions and concerns regarding the interpretation and application of relevant codes, rules, and regulations relating to traffic and construction.
- Observes and complies with City and mandated safety rules, regulations, and protocols.
- Performs related duties as required.

QUALIFICATIONS

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

- Equivalent to a bachelor's degree from an accredited college or university with major coursework in civil engineering or a related field.

Experience:

- Two (2) years of professional civil engineering experience.

Licenses and Certifications:

- Possession of a current and valid California Driver's License and satisfactory driving record to be maintained throughout employment. An out-of-state license may be used during the hiring process, but a valid California Driver's License must be obtained prior to appointment.
- Possession of a valid certification as an Engineer-In-Training issued by the State of California to be maintained throughout employment.

Council Approved:

Knowledge of:

Positions at the Assistant level may exercise some of these knowledge and abilities statements in a learning capacity.

- Principles and practices of civil engineering as applied to public works methods, materials, and techniques used in the construction of complex public works projects including traffic systems design.
- Methods and techniques of conducting comprehensive inspections on infrastructure projects.
- Principles and practices of capital improvement program budgeting, cost estimation, funding, project management, and contract administration.
- Principles and practices of project management.
- Contract management practices in a public agency setting.
- Research principles, data gathering, analysis and presentation methods.
- Drafting and mapping principles and techniques.
- Principles of advanced mathematics and their application to engineering work.
- General principles of risk management related to engineering project design and construction.
- Prepare and present technical and administrative reports.
- Record keeping principles and procedures.
- Recent and on-going developments, current literature, and sources of information related to the engineering, development, and construction fields.
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility.
- City and mandated safety rules, regulations, and protocols.
- Techniques for de-escalation and providing a high level of customer service by effectively assisting with the public, vendors, and City staff.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Perform a variety of professional engineering duties in support of the City's capital improvement projects.
- Prepare complex engineering computations; check, design, and oversee the preparation of various engineering plans and reports.
- Prepare accurate estimates of costs, schedules, personnel resources, and perform other similar activities related to project management.
- Manage capital improvement projects from the planning through the construction phases including compliance with project specifications, quality, timeline, and budget.
- Prepare, negotiate, and manage contracts and projects and monitor the work of contractors and consultants.
- Write technical reports.
- Analyze, interpret, summarize, and present administrative and technical information and data in an effective manner.
- Read and interpret maps, plans, sketches, schematics, diagrams, and blueprints.
- Establish and maintain a variety of filing, record keeping, and tracking systems; make and keep accurate construction project files and logs, including funding sources and budgeting.

Council Approved:

- Coordinate public works construction improvements with the utility companies and other agencies such as relocation, removal, or installation of utility improvements.
- Conduct comprehensive construction project inspections.
- Respond to concerns or inquiries from community member(s), staff, and outside organizations.
- Perform accurate mathematical calculations.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Prepare clear and concise reports, correspondence, documentation, and other written materials.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate effectively both orally and in writing using the English language.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

PHYSICAL DEMANDS

When assigned to an office environment, must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone; ability to stand and walk between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

When assigned to field inspection, must possess mobility to work in changing site conditions; possess the strength, stamina, and mobility to perform light to medium physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; to reach, twist, turn, kneel, and bend, to climb and descend ladders; and to operate a motor vehicle and visit various City sites; vision to inspect site conditions and work in progress. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards, with exposure to hazardous materials in some site locations. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 25 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees also work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, vermin, insects, and parasites, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with challenging individuals while interpreting and enforcing policies and procedures.

WORKING CONDITIONS

During an emergency, all City employees serve as a Disaster Services Emergency Worker and are expected to work overtime, weekends, evenings, and holidays in order to respond and assist the City.

Council Approved:



FLSA: Non-Exempt

ENGINEERING TECHNICIAN I/II

DEFINITION

Under immediate and general supervision, performs a variety of technical engineering support activities; prepares documents, drawings, and files; receives, administers, and reviews a variety of plans and permits for completeness and processing; performs public works inspections; conducts field surveys; prepares exhibits and reports; maintains files, records, and databases; creates maps on the Geographic Information System (GIS); provides technical advice to the public and contractors; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives immediate and general supervision from an assigned supervisory or management personnel. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

Engineering Technician I: This is the entry-level class in the Engineering Technician series. Initially under close supervision, incumbents learn and perform routine technical engineering support work, while learning City policies and procedures. As experience is gained, assignments become more varied, complex, and difficult; close supervision and frequent review of work lessen as an incumbent demonstrates skill to perform the work independently. Positions at this level usually perform most of the duties required of the positions at the Engineering Technician II-level but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise.

Engineering Technician II: This is the journey-level classification in the Engineering Technician series. Positions at this level are distinguished from the Engineering Technician I-level by the performance of the full range of duties as assigned, working independently, and exercising judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

Positions in the Engineering Technician class series are flexibly staffed; positions at the II-level are normally filled by advancement from the I-level; progression to the II-level is dependent on (i) management affirmation that the position is performing the full range of duties assigned to the classification; (ii) satisfactory work performance; (iii) the incumbent meeting the minimum qualifications for the classification including any licenses and certifications; and (iv) management approval for progression to the II-level.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Positions at the I-level may perform some of these duties and responsibilities in a learning capacity.

- Performs skilled technical engineering support work; prepares, updates, reproduces, and distributes documentation, drawings, maps, and files related to engineering and construction activities.
- Prepares or assists in the preparation of and/or interprets specifications, plans, permits, estimates, and reports pertaining to the construction, maintenance, and operation of a variety of engineering, land development, utility, and other Capital Improvement Program (CIP) projects.
- Updates and maintains engineering data management systems, including utilizes GIS software to create and modify various plans, maps, and illustrative graphics, such as charts, illustrations, and graphs for reports, drawings for design manuals, and other projects.
- Provides City information and data for use by the public, other City departments, and outside agencies including engineers, land surveyors, developers, utility companies, other municipalities, and federal, state, and county governments; responds to inquiries regarding requirements relative to the construction, alteration, and maintenance of engineering conditions.
- Performs inspections relating to public works done by utility companies, private contractors, and utility companies; enforces compliance with plans, specifications, City policies, and permit conditions; and administers and monitors permits for such work.
- Receives, administers, reviews and issues permits for work in the public right-of-way.
- Coordinates the operation of utility work in the public right-of-way.
- Performs data collection in the field; operates field survey equipment to assist in the design of engineering improvements and projects; enters, reviews, and updates in database; compiles data and prepares reports.
- Participates in the preparation, filing, retrieval, and distribution of a variety of engineering maps, grading plans, improvement plans, and related documents.
- Receives, tags and logs, and reviews submitted engineering plans, maps, and related documents for plan check including review of insurance; routes documents to consultants or developers for preceding and following plan review; tracks status of plan checks and original documents; advises parties of revisions and assists with the development and issuance of project conditions.
- Performs complex engineering calculations and mathematical computations, including construction quantities and cost estimates of capital improvement projects.
- Maintains and/or updates GIS database for processing of historical engineering plans, maps, and records, research files for existing plans, profiles, and maps for data for proposed projects.
- Performs field verifications of existing infrastructure assets; makes field checks of project sites as needed; performs title searches, research right-of-way and easements based on legal description.
- Prepares written correspondence, documents, and presentation materials, including photos, graphs, exhibits, maps, and other materials for Council reports, department projects, and reports.
- Interprets and drafts legal description drawings; prepares sketches of designs from instructions and design data; interprets and converts survey notes to various types of drawings.
- Performs work on special projects as assigned.
- Observes and complies with all City and mandated safety rules, regulations, and protocols.
- Performs related duties as required.

QUALIFICATIONS

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

- Equivalent to completion of the twelfth (12th) grade supplemented by some college level coursework in engineering, drafting, surveying, mathematics, or a related field.

Council Approved:

Experience:

Engineering Technician I: No experience required.

Engineering Technician II: Two (2) years of increasingly responsible technical paraprofessional engineering experience, drafting, surveying, or related field; including the use of CAD and GIS software.

Licenses and Certifications:

- Possession of a current and valid California Driver's License and satisfactory driving record to be maintained throughout employment. An out-of-state license may be used during the hiring process, but a valid California Driver's License must be obtained prior to appointment.

Knowledge of:

Positions at the Engineering Technician I-level may exercise some of these knowledge and abilities statements in a learning capacity.

- Principles, practices, terminology, and concepts used in engineering and technical engineering support work including design, drafting, surveying, mapping, field inspection, and construction operations, services, and activities of a municipal engineering program.
- Drafting symbols, methods, practices, techniques, and instruments used in engineering and mapping.
- Methods and techniques of conducting site inspections and developing plans and maps; including construction methods, procedures, standards, and materials.
- Specialized engineering software such as AutoCAD (Computer Aided Drafting) and GIS.
- Methods and techniques of preparing, reading, and interpreting engineering drawings, maps, charts, and related documents.
- Principles of mathematics and their application to engineering support work.
- Principles and procedures of record keeping, technical report writing, and preparation of correspondence.
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility.
- City and mandated safety rules, regulations, and protocols.
- Techniques for de-escalation and providing a high level of customer service by effectively assisting with the public, vendors, and City staff.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Perform technical engineering duties in support of engineering and construction work.
- Prepares and updates engineering designs, plans, and specifications, including maps, drawings, and layouts from notes and sketches.
- Read and interpret maps, blueprints, drawings, specifications, subdivision maps, and recorded deeds for use in map creation.
- Safely and effectively use and operate tools, instruments, vehicles, and equipment required for the work.
- Perform mathematical and engineering computations with accuracy.
- Perform site inspections, take measurements or other field duties.
- Effectively use Computer Aided Drafting and GIS software; create, edit, and plot geographic information systems data and graphics, compile and analyze geographic information systems data.
- Perform a variety of data gathering and compilation for engineering studies, including property ownership, valuation, and other matters.

Council Approved:

- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Maintain a variety of filing, recordkeeping, database, records, and tracking systems.
- Prepare clear and concise reports, correspondence, documentation, and other written materials.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate effectively both orally and in writing using the English language.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

PHYSICAL DEMANDS

When assigned to an office environment, must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone; ability to stand and walk between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

When assigned to field inspection, must possess mobility to work in changing site conditions; possess the strength, stamina, and mobility to perform light to medium physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; to reach, twist, turn, kneel, and bend; and to operate a motor vehicle and visit various City sites; vision to inspect site conditions and work in progress. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards, with exposure to hazardous materials in some site locations. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 25 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees also work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. Employees may encounter challenging interactions with individuals in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

During an emergency, all City employees serve as a Disaster Services Emergency Worker and are expected to work overtime, weekends, evenings, and holidays in order to respond and assist the City.



FLSA: Non-Exempt

INFORMATION TECHNOLOGY TECHNICIAN

DEFINITION

Under general supervision, provides a variety of specialized and technical support and training on use of computers, hardware, software, network, and related technologies and equipment within information technology; installs, troubleshoots, configures, and maintains software, hardware, network, and communication systems; performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from Information Technology Manager or designated supervisor. Exercises no direct supervision of staff.

CLASS CHARACTERISTICS

This journey-level paraprofessional classification is responsible for independently performing technical duties in support of city-wide information technology systems and infrastructure. Positions at this level exercise judgment and initiative in their assigned tasks, receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Installs, configures, troubleshoots, and maintains a variety of hardware, software, peripheral equipment, and communications equipment.
- Participates and coordinates work within the help desk support system; reviews and manages ticket requests for support and assistance; assigns tickets to an IT staff member for resolution; manages ticket statuses and follows-up on pending tickets.
- Performs technical help desk support including handling customer inquiries and concerns; resolves routine problems with hardware, software, and network issues by remote session, telephone, or email; escalates issues to higher-level staff and/or vendor for resolution as appropriate.
- Configures commercial software to meet specific defined needs; installs software and instructs departmental staff in the use of such applications; acts as a liaison between software and hardware vendors and department user personnel for specialized applications.
- Assists the Information Technology Manager and other information technology staff in all phases of work, including the heavier labor tasks such as relocating pieces of equipment and the pick-up and delivery of supplies.

- Troubleshoots hardware problems including telephone systems and corrects or calls appropriate service organizations.
- Provides support for surveillance camera systems, including hardware and software troubleshooting.
- Provides regular testing and support for City audio/visual (AV) systems and coordinates vendor repairs as needed.
- May provide onsite and general support during regular City Council meetings and various meetings held within the City.
- Assists department staff in implementing new or upgraded programs and applications.
- Maintains records and prepares periodic and special reports of work performed and other information requested.
- Observes and complies with all City and mandated safety rules, regulations, legal requirements and protocols.
- Performs related duties as required.

QUALIFICATIONS

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

- Equivalent to an associate degree in information technology, computer science, or a related field. A bachelor's degree is desirable.

Experience:

- Two (2) years of experience providing technical support in the installation, maintenance, and repair of information systems and infrastructure.

Licenses and Certifications:

- Possession of a current and valid California Driver's License and satisfactory driving record to be maintained throughout employment. An out-of-state license may be used during the hiring process, but a valid California Driver's License must be obtained prior to appointment.

Knowledge of:

- Operational characteristics of computer, network, server, and communication systems, hardware, software, and peripheral equipment.
- Principles, practices, methods, and techniques of troubleshooting, diagnosing, and resolving computer, network, server, and communication systems hardware, software, and peripheral equipment issues.
- Methods and techniques of eliciting information and performing diagnostic procedures on technology systems.
- Principles and practices of developing and maintaining technical documentation, files, and records.
- Techniques for de-escalation and providing a high level of customer service by effectively assisting with the public, vendors, and City staff.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Council Approved:

Ability to:

- Perform a variety of technical support functions in the installation, evaluation, configuration, operation, troubleshooting, and maintenance of computers, hardware, software, servers, network and data communication, security, and other related technologies and equipment.
- Understand, interpret, and explain systems solutions to users; research technical materials to provide solutions to problems.
- Develop and maintain technical operating instructions and documentation; train staff on software applications and hardware usage.
- Deal tactfully with the users and staff in providing information, answering questions, and providing customer service.
- Respond to and effectively prioritize a high volume of phone calls and other requests for service.
- Organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate effectively both orally and in writing using the English language.
- Use tact, initiative, prudence, and judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 40 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with challenging individuals while interpreting and enforcing policies and procedures.

WORKING CONDITIONS

May require working varied shifts and/or alternate schedules as needed. During an emergency, all City employees serve as a Disaster Services Emergency Worker and are expected to work overtime, weekends, evenings, and holidays in order to respond and assist the City.

Council Approved:



AGENDA BILL

Agenda Item No. 8.A.

Date: September 17, 2024
To: El Cerrito City Council
From: Traviss Crumpacker, Fire Prevention Officer; Chase Beckman, Fire Marshal, Fire Department
Subject: Fire Hazard Abatement

ACTION PROPOSED

1) Adopt a resolution declaring that weeds, rubbish, litter, or other flammable material on certain real property identified in the resolution constitutes a public nuisance; and 2) Conduct a public hearing; and 3) Adopt a resolution overriding objections by property owners and ordering the City Manager or their designee to abate certain public nuisances pursuant to El Cerrito Municipal Code Chapter 16.26.

BACKGROUND

Following the Oakland/Berkeley Hills Fire in October 1991, El Cerrito needed a comprehensive citywide program to reduce hill area fire hazards in the City. The "fire storm" in the Oakland/Berkeley Hills was in fact an urban conflagration, fueled by vegetation among homes and large acreage properties that was driven by seasonally strong dry winds from the east. The fire destroyed over 3,000 dwellings. At the time of the Oakland/Berkeley Hills Fire, El Cerrito faced similar fire hazard conditions in the City's hill area. The City Council was determined to reduce those fire hazards by all reasonable means.

El Cerrito's comprehensive fire hazard reduction program focused upon reducing fire hazards in four areas: (1) City property (2) property owned by other agencies (3) large landowner's property (4) residential property. The City began a comprehensive planning process to reduce fire hazards on City property, other agencies' properties, and large landholder's properties. These property owners were approached about reducing fire hazards on their properties. Prior efforts at fire hazard reduction on private residential property relied on voluntary compliance by the owners. The City Council concluded that stronger measures were necessary to enforce the laws regarding abatement of fire hazards on residential private property.

The Fire Hazard Abatement Program is designed to reduce fire hazards on a large number of private properties during the spring and early summer months. A process of advance notice and hearings for property owners is coupled with a public education program involving the promulgation of standards for vegetation management in residents' yards and vacant lots.

This program seeks to remove weeds, rubbish, litter or other flammable material from private properties where such flammable material endangers the public safety by creating a public nuisance and a fire hazard.

Most property owners voluntarily abate these hazards without Fire Department involvement. However, we anticipate that a small number of owners are content to have the City do the work and place the costs on their tax bill. For 30 years, the City's annual Fire Hazard Abatement Program has been very successful in reducing fire hazards throughout the hill neighborhoods of El Cerrito. Indeed, this program has become a model program which other fire jurisdictions have borrowed from.

ANALYSIS

Beginning in May of this year, the Fire Department conducted Citywide fire hazard inspections of all properties. The inspections began on May 4, 2024, and have continued due to re-growth and citizen complaints. As a result of the on-going inspections, a list of properties containing public nuisances was generated and continues to be amended as additional properties are identified. Between August 14th and 28th, the identified properties in violation of El Cerrito Municipal Code Chapter 16.26 were notified in writing of the hazards on their property and to abate those hazardous conditions. The El Cerrito Vegetation Management Standards Checklist was included with the notification (Attachment 6). Additionally, these property owners were informed in the letter from the Fire Marshal (Attachment 4) of the time, date, and location of the upcoming City Council meeting where their properties would be declared a public nuisance and abatement would be ordered. Property owners were directed to complete the necessary measures to bring their property into compliance prior to the second round of the re-inspection process which began in September and continued through the date of the September 17, 2024, meeting. The properties that were not voluntarily abated after the first notice are listed within the Master Abatement List, Exhibit A to the proposed Resolution (List of Properties.)

This public hearing is the next step in the process to eliminate hazards on private properties that were identified as public nuisances and that were not voluntarily abated. In order to achieve full compliance, the City Council is asked to declare the properties to be a public nuisance and direct the City Manager or their designee to abate such public nuisance conditions. Actual City-ordered abatement of fire hazards occurs only after all efforts at providing notice, information, and a public hearing have failed to induce voluntary compliance by the property owner.

The Fire Hazard Abatement process, under the direction of the Fire Department, should proceed according to El Cerrito Municipal Code Chapter 16.26, which specifies the following:

1. The Fire Department determines that hazards must be abated. Pursuant to these code sections, "hazards" are defined as weeds, rubbish, litter, or other flammable materials which create a fire hazard or are otherwise noxious or dangerous and which exist on specific parcels of property within the City.

2. The Fire Department shall post notice on each property or send notice by mail that the El Cerrito Fire Department has determined the existence of a public nuisance which must be abated and that a hearing will be held to consider any objections prior to the City Council declaring the properties to be a public nuisance and ordering the City Manager or their designee to perform abatement.
3. At the September 17, 2024, City Council meeting, the City Council shall first adopt a resolution Declaring that Weeds, Rubbish, Litter, or Other Flammable Material on Certain Real Property Constitutes a Public Nuisance (Attachment 1 and 2).
4. At the same hearing, but after adoption of the first resolution, the City Council shall hear and consider all objections to declaration of public nuisances or the procedures proposed for abatement of the same. After the hearing, the Council shall adopt a resolution Overriding Objections by Property Owners and Ordering the City Manager or their Designee to Abate Certain Public Nuisances Pursuant to Chapter 16.26 (Attachment 3).
5. At the conclusion of the September 17, 2024, hearing, a second and final notice shall be sent to each property owner prior to abatement (Attachment 7). This notice will order the immediate abatement of nuisance conditions. This notice will clearly state that if nuisance conditions are ignored, the City shall cause abatement and costs for removal will be assessed against the property as a lien and special assessment. It will also indicate that if the conditions are voluntarily abated, the property shall be removed from the process.
6. If the nuisance is not abated between September 18, 2024, and October 17, 2024, prior to the arrival of the hazard abatement crew, the City of El Cerrito shall cause the weeds, rubbish, refuse, and other flammable material to be removed and shall keep an account of the cost of abatement for each parcel of land where such work is performed according to the City Council adopted Fire Department Master Fee Schedule.
7. At the November 19, 2024 City Council meeting the City Manager or their designee shall submit to the City Council for confirmation an itemized written report showing the cost of abatement work performed. A copy of this report shall be posted for at least ten (10) days prior to its submission to the City Council. Each property owner upon whose property abatement work was performed shall be sent written notice by mail of a hearing by the City Council to consider the cost of abatement work performed on their property.
8. At the City Council Meeting on November 19, 2024, the City Council shall receive and consider the written staff report on abatement actions taken by the City and shall hear any objections from the property owners liable to be assessed for the abatement. The City Council may modify the staff report if deemed appropriate and then confirm the report by motion or resolution.
9. After City Council confirmation of the report, a certified copy of the report shall be filed with the Contra Costa County auditor who shall add the amount of the assessment to the next regular tax bill levied against the parcel.

STRATEGIC PLAN CONSIDERATIONS

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

- *Community Safety.*

ENVIRONMENTAL CONSIDERATIONS

The Fire Hazard Abatement Program is exempt from California Environmental Quality Act (CEQA) pursuant to Sections 15304 and 15308 of the CEQA Guidelines. Therefore, no further CEQA review is required.

FINANCIAL CONSIDERATIONS

The abatement program will be administered by Fire Department staff with minimum costs expended for printing and mailing. Abatement work will be completed by City maintenance staff or private contract labor as appropriate. Program costs will be recovered through the special assessment and lien process.

LEGAL CONSIDERATIONS

The City Attorney has reviewed and approved the process.

Reviewed by:



Karen Pinkos, City Manager

Attachments:

1. Resolution (Declaring Public Nuisance)
2. Exhibit A 090324
3. Resolution (Overriding Objections)
4. 1st Letter - Fire Marshal (El Cerrito)
5. Abatement Inspection Form
6. Vegetation Management Standards Checklist
7. 2nd Letter - Fire Marshal 091824

RESOLUTION NO. 2024 - XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO DECLARING THAT WEEDS, RUBBISH, LITTER OR OTHER FLAMMABLE MATERIAL ON CERTAIN REAL PROPERTY CONSTITUTES A PUBLIC NUISANCE

WHEREAS, El Cerrito Municipal Code Chapter 16.26 provides a method by which a local legislative body may abate on private property public nuisance conditions relating to weeds, rubbish, litter or other flammable material that creates a fire hazard, a menace to the public health or which is otherwise noxious or dangerous; and

WHEREAS, the City of El Cerrito Fire Marshal has identified certain real property, by street name, lot and block number, on which the presence of weeds, rubbish, litter or other flammable material creates a fire hazard, a menace to the public health or which is otherwise noxious or dangerous as defined in Chapter 16.26 of the El Cerrito Municipal Code and therefore constitutes a public nuisance; and

WHEREAS, pursuant to El Cerrito Municipal Code Section 16.26.160 and Government Code Section 39560-39588, the City Council shall adopt this resolution declaring that certain real property within the City constitutes a public nuisance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that the following properties identified on Exhibit A, attached hereto, are declared to be public nuisances pursuant to El Cerrito Municipal Code Section 16.26.160.

BE IT FURTHER RESOLVED that on this same date of September 17, 2024 at 6:00 P.M. in the City of El Cerrito, the City Council shall hold a hearing at which owners of the real property identified in Exhibit A hereto may object to the designation of their properties as public nuisances and object to the abatement actions proposed by the City.

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

I CERTIFY that at a regular meeting on September 17, 2024 the El Cerrito City Council passed this resolution by the following vote:

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

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

Holly M. Charlety, City Clerk

APPROVED:

Tessa Rudnick, Mayor

EXHIBIT A

As of 9/3/24

City of El Cerrito Fire Department
List of Real Property Constituting Public Nuisances

<u>APN</u>	<u>Street Address</u>
501-300-005-3	2134 Junction Ave
501-300-004-6	2138 Junction Ave
501-300-003-8	2142 Junction Ave
501-300-002-0	2130 Junction Ave
501-300-001-2	2150 Junction Ave
505-351-018-5	1101 Arlington Blvd
505-040-006-7	Fairview Dr
501-181-017-2	5816 Fern St
505-273-003-2	8360 Terrace Dr
505-292-031-0	882 Bates Ave
509-120-015-3	10919 San Pablo Ave

RESOLUTION NO. 2024 - XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO OVERRIDING OBJECTIONS BY PROPERTY OWNERS AND ORDERING THE CITY MANAGER OR HIS DESIGNEE TO ABATE CERTAIN PUBLIC NUISANCES PURSUANT TO CHAPTER 16.26

WHEREAS, El Cerrito Municipal Code Chapter 16.26 provides a method by which a local legislative body may abate on private property public nuisance conditions relating to weeds, rubbish, litter or other flammable material that creates a fire hazard, a menace to the public health or which is otherwise noxious or dangerous; and

WHEREAS, the City of El Cerrito Fire Marshal has identified certain real property, by street name, lot and block number, on which the presence of weeds, rubbish, litter or other flammable material creates a fire hazard, a menace to the public health or which is otherwise noxious or dangerous as defined in Chapter 16.26 of the El Cerrito Municipal Code and therefore constitutes a public nuisance; and

WHEREAS, on September 17, 2024, pursuant to El Cerrito Municipal Code Section 16.26.160 and Government Code Sections 39560-39588, the City Council adopted Resolution 2024-XX declaring that certain real property within the City constitutes a public nuisance; and

WHEREAS, El Cerrito Municipal Code Chapter 16.26 provides that notice shall be sent to owners of the real property declared a nuisance pursuant to Resolution 2024-XX providing those owners with the following: description of the nuisance; explanation of how the nuisance must be abated; explanation that if the nuisance is not abated; the City shall abate the public nuisance and the cost of abatement shall be assessed against the property as a special assessment; and informing the owners that the City Council shall hold a hearing at a certain date, time, and place at which the owners may present objections to the designation of their properties as public nuisances or to the proposed abatement of the nuisance; and

WHEREAS, between August 14th and 28th , 2024, the City Fire Department sent written notice to those property owners describing the weeds, rubbish, refuse, or other flammable material that presented a fire hazard and public nuisance; explaining that the Fire Department had determined a public nuisance that must be removed; informing the owners that if they did not abate by September 17, 2024, the City Council would hold a hearing on September 17, 2024 at which the owners could present objections to the declaration of the nuisance or the proposed abatement measures and further explained the City could abate the nuisance and collect the costs as an assessment on the property; and

WHEREAS, on September 17, 2024, the City Council adopted Resolution 2024-XX confirming the nuisance declarations of the City Fire Department and declaring a public nuisance on certain real property pursuant to Chapter 16.26; and

WHEREAS, El Cerrito Municipal Code Section 16.26.160 and Government Code Sections 39560-39588 provide that after adoption of a resolution declaring a public nuisance and notice to affected property owners of the Council's hearing of objections, the Council may overrule any objections and order the City Manager or his designee to abate the public nuisances.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it overrides any objections by owners of that certain real property on which public nuisances were declared in Exhibit A to Resolution 2024 -XX (adopted on the same date herewith).

BE IT FURTHER RESOLVED that the City Manager and his or her designee is hereby ordered to abate the public nuisances by having the weeds, rubbish, refuse, dirt, or other fire hazard or noxious or dangerous materials removed.

BE IT FURTHER RESOLVED that pursuant to El Cerrito Municipal Code Section 16.26.160 and Government Code Section 39574, the City Manager or his designee shall keep an account of the cost of abatement for each parcel of land on which work is performed. The City Manager or designee shall then prepare an itemized written report to be presented to the City Council so that, after the notice and hearing during the City Council meeting of November 19, 2024 these abatement costs can be confirmed as a special assessment against those parcels.

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

I CERTIFY that at a regular meeting on September 17, 2024 the El Cerrito City Council passed this resolution by the following vote:

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

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

Holly Charlety, City Clerk

APPROVED:

Tessa Rudnick, Mayor



EL CERRITO-KENSINGTON FIRE DEPARTMENT

Fire Prevention Office

10900 San Pablo Avenue, El Cerrito, CA 94530

(510) 215-4457 FAX (510) 232-4917 fpo@ci.el-cerrito.ca.us



August XX , 2024

Parcel Number: «APN»

Property Address: «Parcel_Address» «Parcel_Street», El Cerrito, CA 94530

Property Owner: «Legal_Property_Owner»

Property Owner's Address: «Mailing_Address», «Mailing_City», «Mailing_State» «Mailing_Zip»

Dear El Cerrito Property Owner:

With the State's winter rain, the community is facing unprecedented vegetation growth as we head into peak fire danger season. To reduce the fire danger on private property and provide greater community safety, the Fire Department has been inspecting properties and checking for fire hazards. Recently your property listed above was found that it **does not comply** with the Vegetation Management Guidelines set forth in the City of El Cerrito Vegetation Management Standards. You are being notified now so that you may, if you have not already done so, take steps to remove those fire hazard conditions found on your property.

Enclosed is a copy of the Fire Hazard Reduction Inspection form specifying those areas that are not in compliance as well as the Fire Hazard Reduction Guidelines and Fire Hazard Reductions Checklist that can assist you in bringing your property into compliance. More information on the Vegetation Management Standards and Guidelines may be found on the City's website at: www.el-cerrito.org under Vegetation Management Standards. Additional information is also available at www.readyforwildfire.org or www.cafiresafecouncil.org as well as many others.

If you have recently completed the work to meet these standards, no further action is required. If not, your property is required to be brought into compliance no later than September 17, 2024. There is no need to contact the Fire Department upon completion as we will be re-inspecting all properties. When the Fire Department has cleared your property, you will be removed from our non-compliant list.

On September 17, 2024 at 6:00PM the El Cerrito City Council will hold a public hearing to declare those properties still not in compliance as a public nuisance. Your property is at risk of being declared a public nuisance and subject to further abatement actions. In accordance with the Government Code, you may appear before the Board at this public hearing to dispute this declaration.

If you have not done so already, please take immediate action to remove those fire hazard conditions and we thank you for your cooperation helping us make El Cerrito a more fire safe community.

Sincerely,

Chase Beckman

Chase Beckman

Battalion Chief / Fire Marshal



EL CERRITO FIRE DEPARTMENT KENSINGTON FIRE PROTECTION DISTRICT



10900 San Pablo Avenue, El Cerrito, Ca. 94530 (510)215-4450
Fire Hazard Reduction Inspection

Owner/Tenant	Site Address	City	State	Zip Code
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Legal Propety Owner	Mailing Address	City	State	Zip Code
---------------------	-----------------	------	-------	----------

APN # _____

YOUR PROPERTY IS NOT IN COMPLIANCE WITH THE FIRE CODE.

YOU MUST COMPLETE THE FOLLOWING REQUIREMENTS:

ZONE 1

Zero to 30 feet from buildings, structures, decks,etc. in all portions within El Cerrito and Kensington

- _____ 1. Remove all dead plants, grass and weeds.
- _____ 2. Remove dead or dying leaves and pine needles from your yard, roof and rain gutters.
- _____ 3. Trees shall be maintained so that no portion is closer than 10 feet from any chimney opening.
- _____ 4. Trees, shrubs, bushes or other vegetation adjacent to or overhanging any structure shall be maintained free of dead limbs and other combustible matter.
- _____ 5. On mature trees, limbs should be removed up to 10' above the ground. Smaller trees should be limbed to 1/3 of their height up to 6' above the ground, but in no case less than 18" from the ground.
- _____ 6. Relocate wood piles to Zone 2 if applicable.
- _____ 7. Remove or prune flammable plants and shrubs near windows.
- _____ 8. Remove vegetation and items that could catch fire from around and under decks.
- _____ 9. Create a minimum 6-foot separation between trees, shrubs or vegetation and combustible materials.
- _____ 10. Vacant lots in Zone 1 shall be maintained to be 10 feet wide along the property line.

ZONE 2

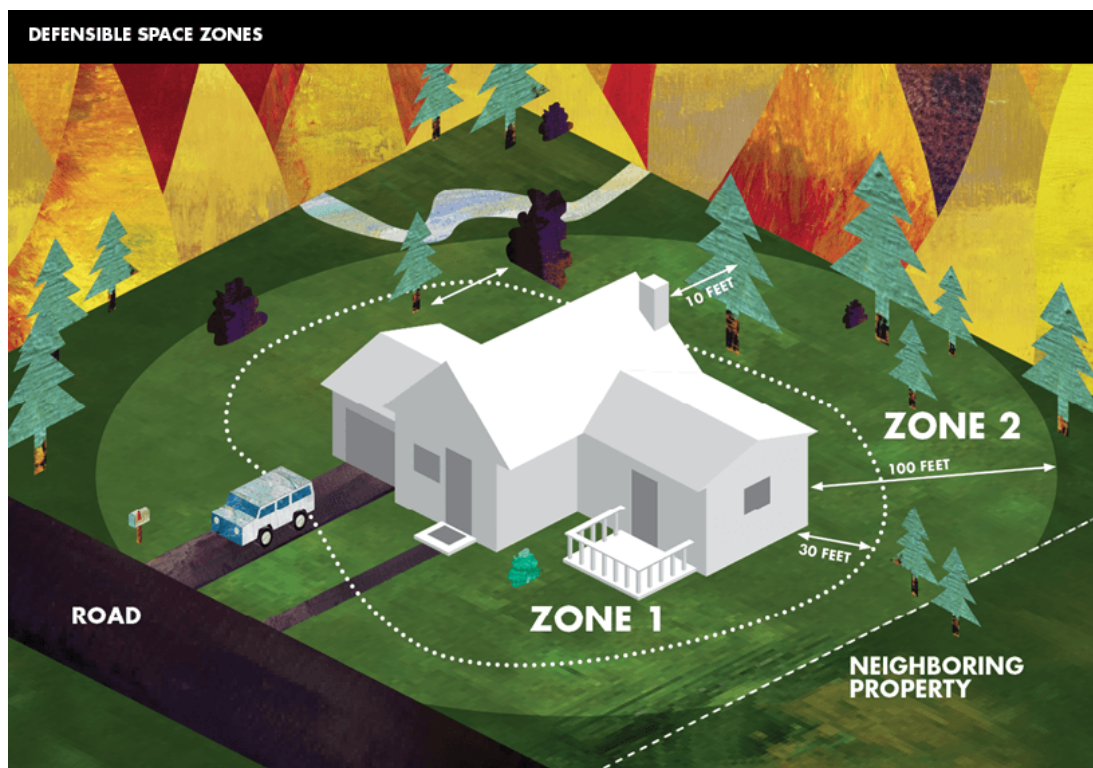
Thirty to 100 feet from buildings, structures, decks, etc. for all parcels within the Very High Fire Hazard Severity Zone. Zone 1 requirements shall be followed in addition to Zone 2 requirements.

- _____ 1. Cut or mow weeds and grass to a maximum height of 6 inches.
- _____ 2. All fire hazardous vegetation except for weeds and grass shall be cleared and maintained to a height no greater than 18 inches above the ground.
- _____ 3. Vacant lots in Zone 2 shall be maintained to be 30 feet wide along the property line.

COMMENTS:

Inspected by	Inspection #	Date	Time
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City of El Cerrito Fire Hazard Reduction Guidelines



Zone 1

Zone 1 extends 30 feet from buildings, structures, decks, etc. in all portions within the City of El Cerrito including the designated Very High Fire Hazard Severity (VHFHS) Zones. Vacant lots in Zone 1 shall be maintained to be 10 feet wide along the property line.

- Remove all dead plants, grass and weeds (vegetation).
- Remove dead or dry leaves and pine needles from your yard, roof and rain gutters.
- Trees shall be maintained so that no portion is closer than 10 feet from any chimney opening.
- Trees, shrubs, bushes or other vegetation adjacent to or overhanging any structure shall be maintained free of dead limbs and other combustible matter such as vines and loose papery bark.
- On mature trees, limbs should be removed up to 10' above the ground. Smaller trees should be limbed to 1/3rd of their height up to 6' above the ground, but in no case less than 18 inches from the ground.
- Relocate wood piles to Zone 2 if applicable.
- Remove or prune flammable plants and shrubs near windows.
- Remove vegetation and items that could catch fire from around and under decks.
- Create a minimum 6-foot separation between trees, shrubs or vegetation and combustible materials.

Zone 2

Zone 2 extends from 30 feet to 100 feet out from buildings, structures, decks, etc. in only those areas within the City of El Cerrito designated as the Very High Fire Hazard Severity (VHFHS) Zones. Vacant lots in Zone 2 shall be maintained to be 30 feet wide along the property line. NOTE: All Zone 1 requirements shall be followed in addition to the following Zone 2 requirements:

- Cut or mow weeds and grass shall be cleared to a maximum height of 6 inches.
- All fire hazardous vegetation except for weeds and grass shall be cleared and maintained to a height no greater than 18 inches above the ground.



Fire Hazard Reduction Checklist



Zone 1 Requirements

Definition: Zone 1 extends 30 feet from buildings, structures, decks, etc. in all portions within the City of El Cerrito including the designated Very High Fire Hazard Severity (VHFHS) Zones

- ☐ Remove all dead plants, grass and weeds within 30 feet of buildings, structures, decks, etc.
- ☐ Remove dead or dry leaves and pine needles from your yard, roof and rain gutters
- ☐ Trees shall be maintained so that no portion is closer than 10 feet from any chimney opening
- ☐ Trees, shrubs, bushes or other vegetation adjacent to or overhanging any structure shall be maintained free of dead limbs and other combustible matter such as vines and loose papery bark
- ☐ On mature trees, limbs should be removed up to 10' above the ground. Smaller trees should be limbed to 1/3rd of their height up to 6' above the ground, but in no case less than 18" from the ground
- ☐ Relocate wood piles to Zone 2 if applicable
- ☐ Remove or prune flammable plants and shrubs near windows
- ☐ Remove vegetation and items that could catch fire from around and under decks
- ☐ Create a minimum 6-foot separation between trees, shrubs or vegetation and combustible materials
- ☐ Vacant lots in Zone 1 shall be maintained to be 10 feet wide along the property line

Zone 2 Requirements

Definition: Zone 2 extends from 30 feet to 100 feet out from buildings, structures, decks, etc. in only those areas within the City of El Cerrito designated as the Very High Fire Hazard Severity (VHFHS) Zones. NOTE: All Zone 1 requirements shall be followed in addition to the following Zone 2 requirements

- ☐ Cut or mow weeds and grass shall be cleared to a maximum height of 6 inches
- ☐ All fire hazardous vegetation except for weeds and grass shall be cleared and maintained to a height no greater than 18 inches above the ground
- ☐ Vacant lots in Zone 2 shall be maintained to be 30 feet wide along the property line

To find out if your property is located within the Very High Fire Hazard Severity Zone, go to : <https://egis.fire.ca.gov/FHSZ/> On the upper left hand side, click on the bottom icon for Address Search.



CITY OF EL CERRITO
10900 San Pablo Avenue • El Cerrito • CA • 94530
(510) 215-4457 • FAX (510) 232-4917 • fpo@ci.el-cerrito.ca.us

September 18, 2024

Parcel Number: **XXX-XXX-XXX**
Property Address: _____, El Cerrito, CA 94530
Property Owner: xxxxxxx xxxxx
Property Owner's Address: _____

**NOTICE TO DESTROY WEEDS AND REMOVE
RUBBISH, REFUSE AND OTHER FLAMMABLE MATERIAL**

On **September 17, 2024** the El Cerrito City Council declared that your property in the City of El Cerrito, designated above by address and parcel number, constitutes a public nuisance because of the presence of weeds, rubbish, litter or other flammable material which creates a fire hazard, a menace to the public health, or is otherwise noxious or dangerous.

A previous notice was sent to you informing you of the September 17, 2024 hearing and further informing you of your obligation to remove the weeds, rubbish, refuse and other flammable material from your property. **If you do not immediately abate these nuisance conditions, the City will do so and the costs for removal of the weeds, rubbish, refuse and other flammable material will be assessed against your property as a lien and special assessment.** These removal costs shall then be collected in the time and in the manner of ordinary municipal taxes.

You will not receive any further notices from the City prior to this removal. The City shall perform this removal either through its own staff or through private contract sometime between the dates of **October 17, 2024 and October 31, 2024**. It is impossible to predict what it will cost the City to remove these nuisance conditions from your property. The costs depend on the severity of those conditions. In past years these abatement costs have sometimes exceeded \$8,000 per parcel for those parcels with severe nuisance conditions

The City Council will conduct a public hearing on **November 19, 2024** to confirm the cost of the abatement work performed on your property. The meeting may be held both via teleconference and in the **El Cerrito City Council Chambers at 10890 San Pablo Avenue in El Cerrito at 6:00 p.m.** Please refer to the agenda for meeting information at www.el-cerrito.org/CouncilMeetingMaterials. During this public hearing you will be given the opportunity to voice objections regarding the report and the assessment of the abatement costs for your property. At this hearing you will also be given the opportunity to object, protest and/or present evidence to support your arguments.

If you have any questions, contact the El Cerrito Fire Department at 10900 San Pablo Avenue. The phone number is (510) 215-4457.

Chase Beckman
Chase Beckman
Fire Marshal



AGENDA BILL

Agenda Item No. 8.B.

Date: September 17, 2024
To: El Cerrito City Council
From: Sean Moss, Planning Manager; Jeff Ballantine, Senior Planner,
Community Development Department
Subject: Development Agreement for the 1715 Elm Street Project

ACTION PROPOSED

Waive the first reading of and introduce an ordinance approving a Development Agreement for the 1715 Elm Street project to extend the term of the Agreement with the original developer for 5 years.

BACKGROUND

On October 7, 2014, the City Council adopted an ordinance approving a Development Agreement for the 1715 Elm Street project and authorizing the City Manager to execute the Agreement. Accordingly, the Development Agreement between the City of El Cerrito and the Edward and Loretta Biggs Revocable Trust was subsequently executed.

The 1715 Elm Street project consists of 14 proposed new dwelling units and the relocation and rehabilitation of one existing historic structure on the subject property. The project required the following actions which were taken by the City Council on August 19, 2014, October 7, 2014, and May 19, 2015:

- Adoption of an Initial Study/Mitigated Negative Declaration
- Adoption of Planned Development zoning for the project site
- Approval of a Planned Development Use Permit
- Approval of a Development Agreement
- Approval of Design Review for the project

The project file and approved plans are available for review at the following web pages:

Entitlement Process: <http://www.el-cerrito.org/1304/1715-Elm-Street-Background>

Approved Project Plans: <http://www.el-cerrito.org/841/1715-Elm-Street>

The original Development Agreement stipulated a 5-year term, commencing on the effective date of the ordinance that approved the Agreement (November 6, 2014). On September 17, 2019, the City Council adopted Ordinance 2019-08 approving an amendment to the Development Agreement. This amendment extended the Development Agreement for 5 years, to November 1, 2024, and required the project to comply with El Cerrito Municipal Code Chapter 19.30 (Inclusionary Zoning) which had been adopted subsequent to the original Agreement.

The historic house on the property was relocated to its approved location in 2021. Construction of the new condominium building commenced in 2022. The project is currently very near completion with recent schedule delays caused by coordination with Pacific Gas and Electric. (See Attachment 2 for a detailed chronology).

The original applicant sold the property to Thompson Builders. On December 8, 2021, Thompson Builders sold the property to S&H Elm Street LLC (S&H). Section 15.1 of the Development Agreement requires the developer's rights and obligations under the Development Agreement to be transferred to a purchaser through an assignment agreement in which the purchaser agrees to be bound to the obligations in the Development Agreement, which is subject to the City's consent. At the time of this report, it appears that each sale of the property did not include such an assignment agreement.

ANALYSIS

Since the amendment to the Development Agreement was approved, the project applicant secured permits from the City and other agencies that were required and the project is nearing completion. For more information, see the chronology contained in Attachment 2.

The Development Agreement provides vested rights to develop the property consistent with the non-legislative entitlements for the project (i.e. the Planned Development Use Permit and Design Review approval) for the term of the Agreement.

The legislative actions taken for the project (i.e. the Planned Development zoning designation) remain in place irrespective of the term of the Development Agreement.

It is to the benefit of the City and S&H for the Development Agreement to remain in effect to allow the construction of the project to be completed and for all of its terms to be satisfied, including the lease of the historic house and compliance with the City's Inclusionary Zoning. The project owner has submitted, and the City has approved the Affordable Housing Plan consistent with the City's Inclusionary Housing Requirements (Section 19.30.040(K) of the El Cerrito Municipal Code.) Consistent with those requirements, the project will provide two below-market units consisting of one (1) one-bedroom unit and one (1) two-bedroom unit. The project next will enter into and record an Inclusionary Housing Agreement with the City and proceed to market those units. Also, per the terms of the Development Agreement, the City is entitled to lease the relocated historic house for 99 years for a total rent of one dollar (\$1.00). The City may sublease the structure to a non-profit organization consistent with the terms of the Agreement. City staff plan to develop a process for determining the use and operator of the historic house and expect to return to the City Council with an update in the coming months.

Because the Development Agreement was not assigned to Thompson Builders and subsequently to S&H, there is ambiguity about whether the Development Agreement can be amended. To avoid that ambiguity, staff are proposing a new Development

Agreement between the City and S&H, which would contain the same material terms as the existing Development Agreement (as amended by the First Amendment) and would have a five-year term--thereby accomplishing the same goals as an amendment to the existing Development Agreement.

STRATEGIC PLAN CONSIDERATIONS

This action supports the City's Strategic Plan Goal(s) of Livability and Belonging by creating new infill development, including below-market rate units, and supporting economic growth.

ENVIRONMENTAL CONSIDERATIONS

A Mitigated Negative Declaration (MND) was adopted for the project. This action is consistent with the adopted MND and does not require further review pursuant to the California Environmental Quality Act (CEQA).

FINANCIAL CONSIDERATIONS

The applicant will bear all development costs associated with the Development Agreement. The Agreement allows the City to lease the rehabilitated house on the property for a period of 99 years for a total rent of One Dollar (\$1.00).

LEGAL CONSIDERATIONS

The City Attorney has reviewed and approved this report, the attached ordinance, and the amendment to the Development Agreement.

Reviewed by:

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

Karen Pinkos, City Manager

Attachments:

1. Ordinance
2. Attachment A to Ordinance
3. Chronology of 1715 Elm Street
4. Development Agreement - 1715 Elm St
5. First Amendment to Development Agreement - 1715 Elm St

ORDINANCE NO. 2024-XX

AN ORDINANCE OF THE CITY OF EL CERRITO APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF EL CERRITO AND S&H ELM STREET, LLC FOR THE 1715 ELM STREET PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT

WHEREAS, on October 2, 2014, the El Cerrito City Council adopted Ordinance 2014-04, approving a Development Agreement between the City of El Cerrito and the Edward and Loretta Biggs Revocable Trust ("Biggs") for the 1715 Elm Street project; and

WHEREAS, the term of the original Development Agreement was five years, commencing upon the effective date of Ordinance 2014-04, November 6, 2014; and

WHEREAS, on September 17, 2019, the City Council adopted Ordinance 2019-08 approving an amendment to the Development Agreement that extended the Development Agreement for 5 years, to November 1, 2024, and required the project to comply with El Cerrito Municipal Code Chapter 19.30 (Inclusionary Zoning). Biggs subsequently sold the property to Thompson Builders ("Thompson"); and

WHEREAS, on December 8, 2021, Thompson sold the property at 1715 Elm to S&H LLC ("Developer").

WHEREAS, the City and Developer have been unable to locate any evidence that Biggs assigned its rights and obligations under the Development Agreement to Thompson or that Thompson subsequently assigned its rights and obligations under the Development Agreement to Developer; and

WHEREAS, the Development Agreement will expire on November 1, 2024 without further action; and

WHEREAS, the City and Developer both believe that it will be in their mutual interest for the terms of the Development Agreement to remain in effect for an additional five years to allow for the completion of the Project, including satisfaction of requirements of the Development Agreement that are of benefit to the City. The City Council therefore desires to approve a new Development Agreement with Developer with the same material terms as the existing Development Agreement (as amended by the First Amendment) with a five-year term; and

WHEREAS, an Initial Study and Mitigated Negative Declaration (MND) pursuant to the California Environmental Quality Act (CEQA) have been prepared for the Project. All potential impacts identified are reduced to a less than significant level pursuant to the California Environmental Quality Act with the implementation of mitigation measures; and

WHEREAS, the City Council used their independent judgment and considered the staff report, the Initial Study and Mitigated Negative Declaration, and all reports, recommendations and testimony referenced above and adopted Resolution No. 2014-44

adopting the Initial Study and Mitigated Negative Declaration prior to approving this amendment; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CERRITO DOES HEREBY ORDAIN AS FOLLOWS:

Section 1: Incorporation of Recitals. The City Council finds that the above Recitals are true and correct and are incorporated herein by reference.

Section 2: Findings. On the basis of: (a) the foregoing Recitals which are incorporated herein, (b) the City of El Cerrito General Plan; (c) Initial Study and Mitigated Negative Declaration, (e) the staff report; (f) information in the entire record of proceedings for the Project, and on the basis of the specific conclusions set forth below, the City Council finds and determines that:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan in that: (a) the General Plan land use designations, policies, programs and objectives are incorporated into the Development Agreement and not altered by the Development Agreement or amendment; and (b) the Project is consistent with the fiscal policies of the General Plan with respect to the provision of infrastructure and public services.
2. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use districts in which the real property is located.
3. The Development Agreement is in conformity with public convenience, general welfare, and good land use policies in that the Project will implement land use guidelines set forth in the General Plan.
4. The Development Agreement will not be detrimental to the health, safety, and general welfare in that the Developer's proposed Project will proceed in accordance with all the programs and policies of the General Plan and Project Approvals.
5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values in that the Project will be consistent with the General Plan and Project Approvals.
6. The Development Agreement complies with the requirements of §§ 65864 et seq. of the California Government Code and El Cerrito Municipal Code Chapter 19.14 and specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation of open space. The Development Agreement contains an indemnity and insurance clause requiring the developer to indemnify and hold the City harmless against claims arising out of the development process, including all legal fees and costs.

Section 3: Approval. The City Council hereby approves the Development Agreement (Attachment A to the Ordinance) and authorizes the City Manager to execute it, including any amendments consistent with the intent of this Ordinance that do not increase the City's obligations, subject to approval as to form by the City Attorney.

Section 4: Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

Section 5: Effective Date. This Ordinance shall take effect and be enforced thirty days after the date of its adoption. Prior to the expiration of fifteen days from the passage thereof, the Ordinance or a summary thereof shall be posted or published as may be required by law, and thereafter the same shall be in full force and effect.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the City Council on September 17, 2024 and passed by the following vote:

AYES: Councilmembers
NOES: Councilmembers
ABSENT: Councilmembers
ABSTAIN: Councilmembers

ADOPTED AND ORDERED published at a regular meeting of the City Council held on October 1, 2024 and passed by the following vote:

AYES: Councilmembers
NOES: Councilmembers
ABSENT: Councilmembers
ABSTAIN: Councilmembers

APPROVED:

Tessa Rudnick, Mayor

ATTEST:

Holly M. Charl  ty, City Clerk

ORDINANCE CERTIFICATION

I, Holly M. Charléty, City Clerk of the City of El Cerrito, do hereby certify that this Ordinance is the true and correct original Ordinance No. 2024-XX of the City of El Cerrito, that said Ordinance was duly enacted and adopted by the City Council of the City of El Cerrito at a meeting of the City Council held on the 1st day of October 2024; and that said Ordinance has been published and/or posted in the manner required by law.

WITNESS my hand and the Official Seal of the City of El Cerrito, California, on ____
_____.

Holly M. Charléty, City Clerk

RECORDING REQUESTED BY:

CITY OF EL CERRITO

When Recorded Mail To:

City Clerk
City of El Cerrito
10890 San Pablo Ave.
El Cerrito, CA 94530

*Exempt from Recorder's Fees
Pursuant to Government Code §§ 27383, 6103*

Space above this line for Recorder's use

DEVELOPMENT AGREEMENT

BETWEEN THE

CITY OF EL CERRITO

AND

S&H Elm Street LLC

FOR 1715 ELM STREET

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into on [DATE], by and between the City of El Cerrito, a charter city ("**City**") and S&H Elm Street LLC ("**Developer**"). City and Developer are, from time-to-time, individually referred to in this Second Amendment as a party," and collectively as "parties."

RECITALS

A. Developer owns the real property located at 1715 Elm Street in the City (APN 502-112-038) (the "**Property**").

B. The Edward and Loretta Biggs Revocable Trust ("Biggs" previously owned the Property and proposed development of the Property, including the relocation and conversion of an existing historical single-family detached house on the Property into a museum, art studio, office, or other community center type use; the construction of 14 new one- and two-bedroom dwelling units; and the preservation of an existing open space channel on the 0.42 acre site (the "**Project**").

C. Biggs applied for and City approved various land use approvals in connection with the Project, including, without limitation, a General Plan Amendment; Planned Development District zoning; a Planned Development Use Permit; and Design Review. Additionally, City and Biggs entered into that certain Development Agreement, recorded September 30, 2016 as Document No. **2016-0202282-00** in the Official Records of Contra Costa County (the "**Original Development Agreement**"), which is attached as Attachment 1. City and Biggs subsequently agreed to a First Amendment to the Original Development Agreement, which extended the term of the Original Development Agreement for five years and applied City's Inclusionary Zoning to the Project ("**First Amendment**"). The First Amendment was dated November 1, 2019, and recorded as Document No. 2019-0209606-00 in the Official Records of Contra Costa County and is attached as Attachment 2. The Original Development Agreement, as that term is used in this Agreement, includes the amendments made by the First Amendment. All such approvals, collectively, together with any approvals or permits now or hereafter issued with respect to the Project, are referred to as the "**Project Approvals**."

D. Biggs sold the Property to Thompson Builders ("**Thompson**"), and on December 8, 2021, Thompson sold the Property to Developer. Biggs did not assign the Development Agreement to Thompson, and Thompson did not assign its rights and obligations under the Development Agreement to Developer.

E. The term of the Development Agreement will expire on November 1, 2024. As result of the Development not being assigned, as described paragraph (D) above, Developer is not a party to the Development Agreement.

Consequently, the Development Agreement cannot be amended to extend the term. City and Developer nevertheless wish for the terms of the Development Agreement to remain in effect for an additional five years and agree to be bound by the terms of the Development Agreement for the additional five years.

F. The City Council has found that, among other things, this Agreement is consistent with its General Plan, as amended, and has been reviewed and evaluated both in accordance with Government Code sections 65864 *et seq.* and Chapters 19.14 and 19.41 of the El Cerrito Municipal Code.

G. On October 1, 2024, the City Council adopted Ordinance No. 2024- XX, approving this Agreement (the "**Ordinance**"). The Ordinance states that it will take effect on November 1, 2024 (the "**Ordinance Effective Date**").

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

1. Effective Date.

The effective date of this Agreement shall be the Ordinance Effective Date ("**Agreement Effective Date**").

2. Term of Agreement.

The term of this Agreement shall commence on the Agreement Effective Date and extend five (5) years, unless the term is otherwise terminated or modified pursuant to the provisions of this Agreement. As authorized by California Government Code Sections 65863.9 and 66452.6(a)(1), the terms of the Project Approvals shall be the longer of: (a) the term of this Agreement; or (b) the term normally given each approval under controlling law.

3. Relationship with Original Development Agreement.

(a) This Agreement contains all of the material terms of the Original Development Agreement. City and Developer each agree that City shall enjoy all of the rights and be subject to all of the obligations of City under the Original Development Agreement and that Developer shall enjoy all of the rights and be subject to all of the obligations of Biggs under the Original Development Agreement.

(b) Except as expressly modified by this Agreement, the Original Development Agreement shall remain in full force and effect with Developer

substituted for Biggs. To the extent of any inconsistency between this Agreement and the Original Development Agreement, this Agreement shall control.

(c) Capitalized terms used in this Agreement shall have the meanings provided for in this Agreement and shall be incorporated into the Original Development Agreement. Capitalized terms used in the Original Development Agreement shall retain the meanings provided for therein, unless modified by this Agreement.

4. Counterparts.

This Agreement may be executed in multiple duplicate originals, each of which is deemed to be an original.

5. Recordation.

The City shall record a copy of this Agreement within ten (10) days following the Agreement Effective Date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

CITY OF EL CERRITO

DEVELOPER

S&H Elm Street, LLC

Karen Pinkos, City Manager

By: _____

Harmeet Anand

Attest:

Holly M. Charl  ty, City Clerk

Approved as to Form:

Sky Woodruff, City Attorney

(NOTARIZATION ATTACHED)

Chronology of 1715 Elm Street since project approval

(For more information regarding the entitlement process prior to approval of the project, please visit:
<http://www.el-cerrito.org/1304/1715-Elm-Street-Background>)

January 2014	The applicant submits the project plans to the Regional Water Quality Control Board (RWQCB), Army Corps of Engineers, and California Department of Fish and Wildlife for review of required permits.
August 19, 2014	El Cerrito City Council adopts the Mitigated Negative Declaration for the project, approves the Planned Development Use Permit, and introduces ordinances to allow the creation of the Planned Development zoning designation and for approval of the Development Agreement.
September 2, 2014	The Department of Fish and Wildlife issues Streambed Alteration Agreement.
October 7, 2014	The City Council adopts the ordinances to create the Planned Development Zoning Designation and to approve the Development Agreement.
November 6, 2014	The ordinances noted above become effective.
January 7, 2015	The Design Review Board approves the Design Review of the project.
February 2015	Application to Water Board for Section 401 certification (regarding work within rock-lined drainage channel). The Water Board did not respond within the statutory one-year period. Applicant took the position that the requirement for Water Board certification was waived as a result. Their legal counsel submitted a letter into the record supporting their position. The City Attorney's Office concurred that Applicant's position was correct as a matter of law. No one, including the Water Board, filed a challenge to this issue.
March 18, 2015	The Planning Commission denies an appeal of the Design Review Board's action.
May 19, 2015	The City Council denies an appeal of the Planning Commission's action and approves the Design Review of the project.
April 29, 2016	Army Corps of Engineers issues Memorandum of Agreement (MOA) to State Historic Preservation Office (SHPO) with directions to satisfy National Historic Preservation Act requirements for the historic home.
August 2016	SHPO requires an archeologist to investigate archeological resource potential on property. The applicant hires an archeologist to excavate 10 test pits. No archeological resources are found.
January 12, 2017	MOA is fully executed by Army Corps of Engineers.

August 2018	The applicant hires historic architects and photographers to conduct surveys of existing historic house as required by MOA and National Historic Preservation Act.
November 1, 2018	The applicant submits an application for a building permit.
December 31, 2018	The Streambed Alteration Agreement expires.
April 1, 2019	Historic landscape survey is completed and submitted to Army Corps, as required by MOA between the Army Corps of Engineers and the California State Preservation Office. Architectural drawings of historic house restoration prepared by architect and submitted to Army Corps.
July 2019	The applicant applies to renew the expired Streambed Alteration Agreement.
August 20, 2019	Army Corps receives approval from SHPO on August 20, 2019 that the historic house restoration plans satisfy State Historic Standards for Preservation, work approved by the State pending City building permit issuance.
September 2019	The City Council adopted Ordinance 2019-08 approving an amendment to the Development Agreement. This amendment extended the Development Agreement for 5 years, to November 1, 2024, and required the project to comply with El Cerrito Municipal Code Chapter 19.30 (Inclusionary Zoning) that went into effect June 2018.
September 2021	The existing house on the project site was relocated to the southern portion of the site.
April 2022	Building permit (BD18-0782) was issued for construction of the multifamily building for the project.
September 2024	Applicant is nearing completion of constructing the multifamily building for the project and restoring the existing house on the southern portion of the site.

copy/duplicate has not been
compared to original document

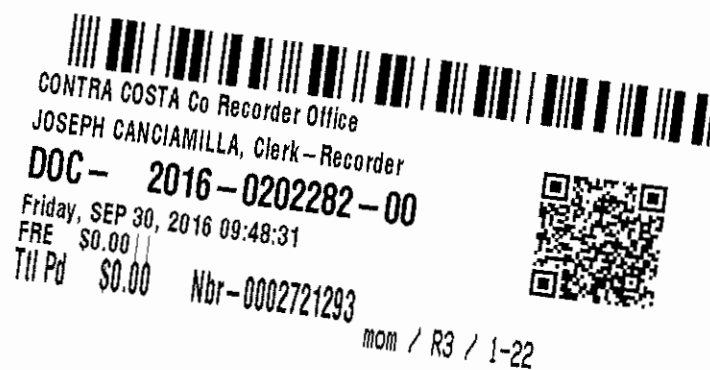
RECORDING REQUESTED BY:

CITY OF EL CERRITO

When Recorded Mail To:

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City of El Cerrito
10890 San Pablo Ave.
El Cerrito, CA 94530

*Exempt from Recorder's Fees
Pursuant to Government Code §§ 27383, 6103*



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DEVELOPMENT AGREEMENT

BETWEEN THE

CITY OF EL CERRITO

AND

**THE EDWARD AND LORETTA BIGGS REVOCABLE TRUST
DATED MARCH 22, 2011**

FOR 1715 ELM STREET

THIS DEVELOPMENT AGREEMENT ("**Agreement**" or "**Development Agreement**") is made and entered into in the City of El Cerrito on October 7, 2014, by and between the City of El Cerrito, a municipal corporation ("**City**") and The Edward and Loretta Biggs Revocable Trust dated March 22, 2011 ("**Developer**") pursuant to the authority of §§ 65864 *et seq.* of the California Government Code and El Cerrito Municipal Code, Chapters 19.14 and 19.41. City and Developer are, from time-to-time, individually referred to in this Agreement as a "party," and collectively as "parties."

RECITALS

A. California Government Code §§ 65864 *et seq.* ("Development Agreement Law") and Chapter 19.41 of the El Cerrito Municipal Code ("**Chapter 19.41**") authorize the City to enter into a development agreement for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property. Chapter 19.14 of the El Cerrito Municipal Code ("**Chapter 19.14**") requires a development agreement for all projects for which Planned Development District zoning is approved.

B. Developer owns the real property located at 1715 El Street in the City (APN 502-112-038) and that is more particularly described in Exhibit A attached hereto and is incorporated herein by reference (the "**Property**").

C. The proposed development of the Property includes the relocation and conversion of an existing historical single-family detached house on the Property into a museum, art studio, office, or other community center type use, the construction of 14 new one- and two-bedroom dwelling units, and the preservation of an existing open space channel on the 0.42 acre site (the "**Project**").

D. Developer has applied for and City has approved or is processing, various land use approvals in connection with the Project, including, without limitation, a General Plan Amendment; Planned Development District zoning; a Planned Development Use Permit; Design Review; and this Development Agreement. All such approvals, collectively, together with any approvals or permits now or hereafter issued with respect to the Project, are referred to as the "**Project Approvals**." None of the Project Approvals take effect until the Development Agreement takes effect.

E. City desires the timely, efficient, orderly and proper development of the Project.

F. The City Council has found that, among other things, this Development Agreement is consistent with its General Plan, as amended, and has been reviewed and evaluated in accordance with the Development Agreement Law and Chapters 19.14 and 19.41.

G. City and Developer have reached agreement and desire to express herein a Development Agreement that will facilitate development of the Project, subject to conditions set forth herein.

H. The El Cerrito Planning Commission approved a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project on April 16, 2014 by the adoption of Planning Commission Resolution No. PC14-XX. The Mitigated Negative Declaration analyzed the environmental impacts of this Agreement. No significant unavoidable impacts were identified in the Mitigated Negative Declaration.

I. On October 7, 2014, the City Council adopted Ordinance No. 2014-04 approving this Development Agreement (the "**Approving Ordinance**"). The Approving Ordinance states that it will take effect on November 6, 2014 (the "**Ordinance Effective Date**").

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

1. Description of Property.

The Property that is the subject of this Agreement is described in Exhibit A attached hereto.

2. Interest of Developer.

The Developer owns the Property.

3. Relationship of City and Developer.

It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the City and Developer and that the Developer is not an agent of the City. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

4. Effective Date, Term, and Termination.

4.1. Effective Date. The effective date of this Agreement shall be the Ordinance Effective Date ("**Effective Date**").

4.2. Term. The term of this Agreement shall commence on the Effective Date and extend five (5) years thereafter, unless said term is otherwise

terminated or modified pursuant to the provisions of this Agreement. As authorized by California Government Code Sections 65863.9 and 66452.6(a)(1), the terms of the Project Approvals shall be the longer of: (a) the term of this Agreement; or (b) the term normally given each approval under controlling law.

4.3. Termination Upon Completion of Project. Notwithstanding the foregoing Section 4.2, upon completing construction of the Project and satisfying all terms and conditions of this Agreement and the Project Approvals, Developer may send City written notice terminating this Agreement. City shall cooperate with Developer, at no cost to City, in executing in recordable form any document that Developer (including any successor to the title of Developer in and to any portion of the Property) may submit to confirm the termination of this Agreement.

5. Use of the Property.

5.1. Right to Develop. Developer shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. (Such amendments, once effective, shall become part of the law Developer is vested into without an additional amendment of this Agreement.) Notwithstanding the foregoing or anything to the contrary herein, any amendment to the General Plan not in effect on the Effective Date shall not become part of the law Developer is vested into under this Agreement unless an additional amendment of this Agreement is entered into between Developer and City in accordance with state and City laws.

5.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height, bulk, and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, the location and maintenance of on-site and off-site improvements, the location of public utilities, and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals, subject to the provisions of Section 5.1.

5.3. Rules Regarding Permitted Uses. For the term of this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property and governing density and intensity of use of the Property and the maximum height, bulk and size of proposed buildings shall be those in force and effect on the Effective Date of this Agreement.

5.4. Rules Regarding Design and Construction. Unless otherwise expressly provided in Section 5 of this Agreement, the ordinances, resolutions, rules, regulations and official policies governing design, improvement and

construction standards and specifications applicable to the Project shall be those in force and effect at the time of the applicable discretionary approval, whether the date of that approval is prior to or after the date of this Agreement. Ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards, and specifications applicable to public improvements to be constructed by Developer shall be those in force and effect at the time of the applicable discretionary approval, whether the date of that approval is prior to or after the date of this Agreement.

5.5. Building and Other Codes Applicable. The Project shall be constructed in accordance with the provisions of the Building, Mechanical, Plumbing, Electrical, and Fire Codes and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project.

5.6. Treatment of Existing House. The existing house that Developer plans to move and renovate within the Property as part of the Project (the "House"), shall be subject to the following terms and conditions.

5.6.1. Relocation and Restoration of House. Developer shall relocate the House to the location shown in the Project Approvals. The House shall be placed on a new foundation. Plumbing and electrical systems shall be updated in compliance with applicable codes. A bathroom and exterior lift will be installed compliant with the Americans with Disabilities Act ("ADA"). Recognizing its historic status, the exterior of the House shall be restored to applicable Department of Interior standards for restoration of historic structures; the ADA-compliant lift is allowed under the California Historic Building Code, which also applies to restoration of the House. Construction details and floor plan revisions shall be subject to the reasonable satisfaction of City's Development Services Manager.

5.6.2. Lease to City. Developer agrees to lease the House to City after the structure has been moved and renovated, and City agrees to accept and enter into a lease for the House, subject to the terms and conditions in Section 5.6. The lease shall be for a term of ninety-nine (99) years, at a total rent of One Dollar (\$1.00) payable in advance. Following expiration or earlier termination of the lease, Developer shall be free to sell, lease or use the House as it sees fit, including residential use, subject to applicable regulations, including but not limited to obtaining an amendment to the City's General Plan to allow for the resulting density and obtaining subdivision approval in the case of selling the House.

5.6.3. Use of House. The lease shall specify that City may only use the House for (a) a museum, (b) an art studio, or (c) offices or similar

community center type use, as are conditionally permitted in the underlying RM Zoning District. "Community center type use" shall be consistent with the foregoing specific uses and shall comply with applicable provisions of the El Cerrito Municipal Code, including limits on outdoor noise levels for residential areas (Section 19.21.050.B.2.a). No use of the House by City or a subtenant shall draw crowds or produce noise disruptive to the residents of the residential component of the Project, except for approved special events. Any special events would require an Administrative Use Permit. The House may be used by the City or a subtenant only Monday through Saturday between 8:00 a.m. and 6:00 p.m., unless Developer agrees to different hours for special events. The House may only be opened to the general public during the same hours as the Publicly Available Open Space, set forth in Section 5.8 below. City acknowledges that the allowed uses of the House are intended to be compatible with the neighborhood and avoid traffic, parking and noise concerns. For the avoidance of doubt, the parties agree that while the lease is in effect the House may not be used as a residence.

5.6.4. Maintenance of House. While the lease is in effect, City shall be solely responsible for maintenance of the House (but not surrounding grounds which shall be the responsibility of Developer), and Developer shall not have any obligation or liability for maintenance of the House.

5.6.5. Parking. Developer shall reserve one (1) parking space in the Project for the exclusive use of the House.

5.6.6. Sublease of House. City may sublease the House to a non-profit organization ("NPO"), which subtenant shall be subject to the terms and restrictions described in this Section 5.6 which City covenants to include in any such sublease and enforce on any such subtenant. Developer shall be informed of each change in tenancy in order to monitor use of the reserved parking space and the party responsible for maintenance of the House.

5.7. Maintenance Responsibilities. In addition to its other responsibilities, Developer shall be responsible for maintaining (a) the open space channel traversing the Project and the abutting landscaping, walkway and related improvements, (b) the oval open space area south of the channel and in front of the House (the "**Publicly Accessible Open Space**"), and (c) the grounds surrounding the House; provided, City or its subtenant shall be responsible for cleaning up after their use of the grounds surrounding the House related to their use of the House, and for repairing any damage to the grounds caused by such use. Developer responsibilities shall be specified in the lease for the House, and City responsibilities shall be specified in the lease and any sublease for the House.

5.8. Public Use of Open Space. The Publicly Accessible Open Space, including the pathway within and partially abutting the south side of the open space channel from Elm Street to the front of the House as shown in the Project Approvals, shall be open to the public Monday through Saturday between 10:00 a.m. and 5:00 p.m., except as needed for maintenance purposes. The fence across the Elm Street frontage of the Project shall include an opening to provide access to the Publicly Accessible Open Space and the House, with a gate which Developer may lock to enforce the hours of public use described in Section 5.6 and this Section. City's lease of the House and the grant of public access to the Publicly Accessible Open Space shall not entitle City or any subtenant to use the Publicly Accessible Open Space for an organized event or use the Publicly Accessible Open Space as part of its use of the House, without the consent of Developer in its sole discretion, and City shall be responsible for cleaning and repairing the Publicly Accessible Open Space after any such use whether or not approved by Developer. Notwithstanding the foregoing, neither City nor a subtenant shall require Developer approval for use of the Public Accessible Open Space as part of either's use of the House if the use is consistent with the intended passive recreational purposes of the Publicly Accessible Open Space.

5.9. State Historic Register. Developer shall support listing of the historic house on the state historic register.

6. Subsequently Enacted Rules and Regulations.

6.1. New Rules and Regulations. Consistent with Government Code section 65866, during the term of this Agreement, the City may apply new or modified ordinances, resolutions, rules, regulations and official policies of the City, whether adopted by the City or through the referendum or initiative process ("**New City Laws**") to the Property, which were not in force and effect on the Effective Date of this Agreement and which are not in conflict with those applicable to the Property as set forth in this Agreement and are not in conflict with the Project Approvals. Without limiting the generality of the foregoing, or any other provision of this Agreement, a New City Law shall be deemed to conflict with this Agreement to the extent it limits or controls the timing of construction or occupancy of the Project.

6.2. Approval of Application. Nothing in this Agreement shall prevent the City from denying or conditionally approving any subsequent land use permit or authorization for the Project on the basis of such New City Laws except that such subsequent actions shall be subject to any conditions, terms, restrictions, and requirements expressly set forth herein.

7. Subsequently Enacted or Revised Fees, Assessments and Taxes.

Notwithstanding anything to the contrary contained herein, the Project shall be subject to subsequently enacted or revised fees, assessments and taxes adopted by the City after the Effective Date of this Agreement. Nothing in this Agreement creates a vested right for the Project in the amount or type of fees, assessments and taxes in effect on the Effective Date of this Agreement.

8. Amendment or Cancellation.

8.1. Modification Because of Conflict with State or Federal Laws. The Project and Property shall be subject to state and federal laws and regulations and this Agreement does not create any vested right in state and federal laws and regulations in effect on the Effective Date. In the event that state or federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps, or permits approved by the City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or state law or regulation. Any such amendment or suspension of the Agreement shall be subject to approval by the City Council in accordance with Chapter 8.56 of the Municipal Code.

8.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of state law and Chapter 19.41.

8.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Paragraph 8.2, any amendments to this Agreement that do not relate to (a) the term of the Agreement as provided in Paragraph 4.2; (b) the permitted uses of the Property as provided in Paragraph 5.2; (c) the density or intensity of use of the Project; (d) the maximum height or size of proposed buildings; or (e) monetary contributions by Developer as provided in this Agreement, shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto.

8.4. Cancellation By Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of Chapter 19.41.

9. Annual Review.

9.1. Review Date. The annual review date for this Agreement shall be between June 1 and July 1, 2015 and thereafter between each June 1 and July 1 during the Term.

9.2. Initiation of Review. Developer shall initiate annual review of this Agreement by submitting an annual application. Developer shall submit with such application a report to the City's Community Development Director describing the Developer's good faith substantial compliance with the terms of this Agreement during the preceding year and include supporting evidence. Such report shall include a statement that the report is submitted to the City pursuant to the requirements of Government Code Section 65865.1 and of this Agreement. The report shall comply with Section 19.41.050 of Chapter 19.41. The burden of proof by substantial evidence of compliance is upon the Developer.

9.3. Finding of Compliance. Within thirty (30) days after Developer submits its report hereunder, the City's Community Development Director shall review Developer's submission to ascertain whether Developer has demonstrated good faith substantial compliance with the material terms of this Agreement. If the Community Development Director finds and determines, in consultation with the City Manager and the City's Public Works Director, that Developer has in good faith substantially complied with the material terms of this Agreement, or does not determine otherwise within 30 days after delivery of Developer's report, then the annual review shall be concluded. If the Community Development Director initially determines that such report is inadequate in any respect, then he or she shall provide written notice to that effect to Developer, and Developer may supply such additional information or evidence as may be necessary to demonstrate good faith substantial compliance with the material terms of this Agreement. Following consultation with the City Manager and the City's Public Works Director, if the Community Development Director concludes that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement, then he or she shall so notify Developer within 30 days after delivery of the additional information and prepare a report to the City Council with respect to the conclusions of the Community Development Director and the contentions of Developer with respect thereto.

9.4. City Council Hearing Regarding Non-Compliance. After submission of the staff report of the City's Community Development Director, the City Council shall conduct a noticed public hearing to consider the determination that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement. At least ten (10) days prior to hearing, the Community Development Director shall provide to the City Council, Developer and to all interested persons requesting the same, copies of all staff reports and other information concerning Developer's good faith substantial compliance with the material terms of this Agreement and the conclusions and recommendations of the Community Development Director. At such hearing, Developer and any other interested person shall be entitled to submit evidence, orally or in writing, and address all the issues raised in the staff report on, or with respect or germane to, the issue of Developer's good faith substantial compliance with the material terms of this Agreement. If, after receipt of any written or oral response

of Developer, and after considering all of the evidence at such public hearing, the City Council finds and determines, on the basis of substantial evidence, that Developer has not substantially complied in good faith with the material terms of this Agreement, then the City Council shall specify to Developer the respects in which Developer has failed to comply, and shall also specify a reasonable time for Developer to meet the terms of compliance, which time shall be not less than thirty (30) days after the date of the City Council's determination, and shall be reasonably related to the time necessary to adequately bring Developer's performance into good faith substantial compliance with the material terms of this Agreement.

If the areas of noncompliance specified by the City Council are not corrected within the time limits prescribed by the City Council hereunder, then the City Council may by subsequent noticed hearing extend the time for compliance for such period as the City Council may determine (with conditions, if the City Council deems appropriate), terminate, or modify this Agreement, or take such other actions as permitted under applicable law. Any notice to Developer of a determination of noncompliance by Developer hereunder, or of a failure by Developer to remedy the areas of noncompliance hereunder, shall specify in reasonable detail the grounds therefore and all facts demonstrating such noncompliance or failure, so that Developer may address the issues raised in the notice of noncompliance or failure on point-by-point basis in any hearing held by the City Council hereunder.

9.5. Meet and Confer Process. If either the City's Community Services Director or the City Council makes a determination that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement, then the City Manager and/or designated City Council representatives may initiate a meet and confer process with Developer pursuant to which the Parties shall meet and confer to determine a resolution acceptable to both Parties of the bases upon which the Community Services Director or City Council has determined that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement. The results and recommendations of the meet and confer process shall be presented to the City Council for review and consideration at its next regularly scheduled public meeting, including consideration of such amendments to this Agreement as may be necessary or appropriate to effectuate the resolution through such meet and confer process. Developer shall be deemed to be in good faith substantial compliance with the material terms of this Agreement, only upon the City Council's acceptance of the results and recommendation of the meet and confer process.

9.6. Staff Reports. To the extent practical, the City shall deposit in the mail and fax or email to Developer a copy of all staff reports, and related exhibits concerning contract performance at least five (5) days prior to any annual review.

9.7. Costs. Costs reasonably incurred by the City in connection with the annual review shall be paid by Developer in accordance with the City's schedule of fees in effect at the time of review.

10. Default.

10.1. Other Remedies Available. Upon the occurrence of an event of default, the parties may pursue all other remedies at law or in equity that are not otherwise provided for in this Agreement or in the City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

10.2. Notice and Cure. Upon the occurrence of an event of default by either party, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured by the defaulting party within thirty (30) days after service of such notice of default, the nondefaulting party may then commence any legal or equitable action to enforce its rights under this Agreement; provided, however, that, if the default cannot be cured within such thirty (30) day period, the nondefaulting party shall refrain from any such legal or equitable action so long as the defaulting party begins to cure such default within such thirty (30) day period and diligently pursues such cure to completion. Failure to give notice shall not constitute a waiver of any default.

10.3. No Damages Against City. Notwithstanding anything to the contrary contained herein, in no event shall damages be awarded against the City upon an event of default or upon termination of this Agreement.

11. Estoppel Certificate.

Either party may, at any time, and from time to time, send written notice to the other party requesting such party to certify in writing that (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, or, if so amended, identifying the amendments, and (c) to the knowledge of the certifying party, the requesting party is not in default in the performance of its obligations under this Agreement, or, if in default, to describe therein the nature and amount of any such defaults. A party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the parties. City Manager of the City shall be authorized to execute any certificate requested by Developer. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default, provided that such party shall be deemed to have certified that the statements in clauses (a) through (c) of this Section are true, and any party may rely on such deemed certification.

12. Mortgagee Protection; Certain Rights of Cure.

12.1. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage ("**Mortgage**"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgagee**") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

12.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 12.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that the Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement without new approvals by the City as may be required for such other uses or improvements.

12.3. Notice of Default to Mortgagee and Extension of Right to Cure. If the City receives notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then the City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by the City that Developer has committed an event of default. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed set forth in the City's notice. The City, through its City Manager, may extend the thirty-day cure period provided in Paragraph 10.2 for not more than an additional sixty (60) days upon request of Developer or a Mortgagee.

13. Severability.

The unenforceability, invalidity, or illegality of any provision, covenant, condition, or term of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

14. Attorneys' Fees and Costs.

If the City or Developer initiates any action at law or in equity to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which it may otherwise be entitled. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse the City for all reasonable court costs and attorneys' fees expended by the City in defense of any such action or other proceeding.

15. Transfers and Assignments.

15.1. Right to Assign. Developer may wish to sell, transfer, or assign all or portions of its Property to another entity (each such other entity is referred to as a "Transferee"). In connection with any such sale, transfer, or assignment to a Transferee, Developer may sell, transfer, or assign to such Transferee any or all rights, interests, and obligations of Developer arising hereunder and that pertain to the portion of the Property being sold or transferred to such Transferee, provided, however, that no such transfer, sale, or assignment of Developer's rights, interests, and obligations hereunder shall occur without prior written notice to City and approval by the City Manager, which approval shall not be unreasonably withheld, conditioned or delayed.

15.2. Approval and Notice of Sale, Transfer or Assignment. The City Manager shall consider and decide on any transfer, sale, or assignment within ten (10) days after Developer's notice, provided all necessary documents, certifications, and other information are provided to the City Manager to enable the City Manager to determine whether the proposed Transferee can perform the Developer's obligations hereunder. Notice of any such approved sale, transfer, or assignment (which includes a description of all rights, interests and obligations that have been transferred and those which have been retained by Developer) shall be recorded in the official records of Contra Costa County, in a form acceptable to the City Manager, concurrently with such sale, transfer, or assignment.

15.3. Release Upon Transfer. Upon the transfer, sale, or assignment of all of Developer's rights, interests, and obligations hereunder pursuant to Paragraph 15.1 of this Agreement, Developer shall be released from the obligations under this Agreement, with respect to the Property transferred, sold, or assigned, arising subsequent to the date of City Manager approval of such transfer, sale, or assignment; provided, however, that if any Transferee approved by the City Manager expressly assumes all of the rights, interests, and obligations of Developer under this Agreement, Developer shall be released with

respect to all such rights, interests, and assumed obligations. In any event, the transferee, purchaser, or assignee shall be subject to all the provisions hereof and shall provide all necessary documents, certifications, and other necessary information prior to City Manager approval.

15.4. Developer's Right to Retain Specified Rights or Obligations. Notwithstanding Paragraphs 15.1 and 15.2 and Paragraph 16, Developer may withhold from a sale, transfer, or assignment of this Agreement certain rights, interests, and/or obligations, which Developer shall retain, provided that Developer specifies such rights, interests, and/or obligations in a written document to be appended to this Agreement and recorded with the Contra Costa County Recorder prior to the sale, transfer, or assignment of the Property. Developer's Transferee shall then have no interest or obligations for such rights, interests and obligations, and this Agreement shall remain applicable to Developer with respect to such retained rights, interests, and/or obligations.

16. Agreements Run With the Land.

All of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

17. Bankruptcy.

The obligations of this Agreement shall not be dischargeable in bankruptcy.

18. Indemnification.

Developer agrees to indemnify, defend and hold harmless the City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the

Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Project, provided that Developer shall have no indemnification obligation with respect to negligence or wrongful conduct of the City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by the City or another public entity (except as provided in an improvement agreement or maintenance bond). If City is named as a party to any legal action, City shall cooperate with Developer, shall appear in such action and shall not unreasonably withhold approval of a settlement otherwise acceptable to Developer.

19. Insurance.

19.1. Public Liability and Property Damage Insurance. During the term of this Agreement, whenever Developer is conducting work on the Property pursuant to the Project Approvals, Developer shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than One Million Dollars (\$1,000,000.00) with a One Hundred Thousand Dollar (\$100,000) self-insurance retention per claim. The policy so maintained by Developer shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

19.2. Workers Compensation Insurance. During the term of this Agreement, whenever Developer is conducting work on the Property pursuant to the Project Approvals, Developer shall maintain Worker's Compensation insurance for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide Worker's Compensation insurance for its respective employees. Developer agrees to indemnify the City for any damage resulting from Developer's failure to maintain any such insurance.

19.3. Evidence of Insurance. Prior to issuance of any permits for the Project, including grading permits, Developer shall furnish the City satisfactory evidence of the insurance required in Sections 19.1 and 19.2 and evidence that the carrier is required to give the City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees, and representatives and to Developer performing work on the Project.

20. Notices.

All notices required or provided for under this Agreement shall be in writing. Notices required to be given to the City shall be addressed as follows:

City Manager
City of El Cerrito
10890 San Pablo Ave.
El Cerrito, CA 94530
Fax: (510) 864-7025
Email: sch@ci.el-cerrito.ca.us

Notices required to be given to Developer shall be addressed as follows:

The Edward and Loretta Biggs Revocable Trust dated March 22, 2011
4271 Valley Lane
Fairfield, CA 94534
Fax: (707) 864-8150

A party may change its address by giving notice in writing to the other party. Thereafter, all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received upon personal delivery, or, if mailed, upon the expiration of 48 hours after being deposited in the United States Mail. Notices may also be given by overnight courier which shall be deemed given the following day, or by facsimile, which shall be deemed given upon verification of receipt if received before 5:00 p.m. on a regular business day or else on the next business day. The City will accept notice by email transmission, which shall be deemed given upon verification of receipt if received before 5:00 p.m. on a regular business day or else on the next business day. Developer may accept notice by email by providing notice and an email address to the City consistent with this section.

21. Agreement is Entire Understanding.

This Agreement constitutes the entire understanding and agreement of the parties concerning the subject matter of this Agreement.

22. Exhibits.

The following documents are referred to in this Agreement and are attached hereto and incorporated herein as though set forth in full:

Exhibit A Legal Description of Property

23. Counterparts.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

24. Recordation.

The City shall record a copy of this Agreement within ten (10) days following the Effective Date.

[Execution Page Follows]

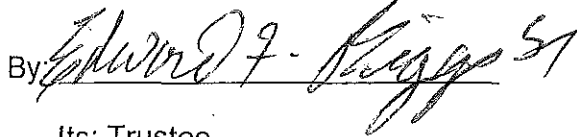
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

CITY OF EL CERRITO

DEVELOPER

The Edward and Loretta Biggs Revocable Trust dated March 22, 2011

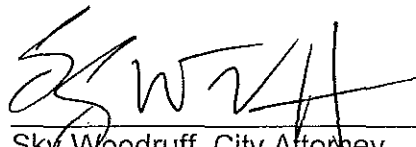

Scott Hanin, City Manager

By: 
Its: Trustee

Attest:

Cheryl Morse, City Clerk

Approved as to Form:


Sky Woodruff, City Attorney

(NOTARIZATION ATTACHED)

Exhibit A

Legal Description of the Property

The land referred to is situated in the State of California, County of Contra Costa, City of El Cerrito, and is described as follows:

Lots 12, 13 and 14, in Block "B" as designated on the map entitled "Map of Schmidt Village, Contra Costa County, California", filed June 27, 1896, in Book C of Maps, Page 70, Contra Costa County Records.

EXCEPTING THEREFROM: The Northeast 7.00 feet thereof, as described in the Deed to City of El Cerrito, recorded February 9, 1965, in Book 4801 Official Records of Contra Costa County, Page 144.

(Being APN 502-112-038)

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 Contra Costa

On September 19, 2016 before me, Samantha Wendling
(insert name and title of the officer)

personally appeared Scott Hanin
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.

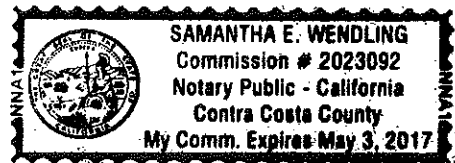
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Wendling

(Seal)



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 Solano

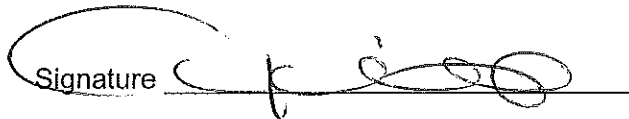
On Sept. 1, 2016 before me, Teira N. Taylor, Notary Public
(insert name and title of the officer)

personally appeared Edward F. Biggs Sr.
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.

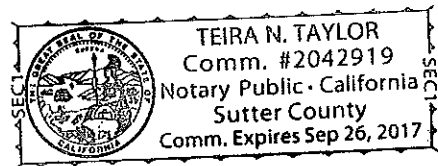
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

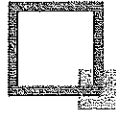
WITNESS my hand and official seal.

Signature



(Seal)





ARCHERNORRIS
A PROFESSIONAL LAW CORPORATION

2033 North Main Street, Suite 800
Walnut Creek, CA 94596-3759
925.930.6600
925.930.6620 (Fax)
www.archernorris.com

EDWARD L. SHAFFER
eshaffer@archernorris.com
925.952.5409

MEMORANDUM

TO: Margaret Kavanaugh-Lynch
El Cerrito Development Services Manager

FROM: Edward L. Shaffer

DATE: September 6, 2016

RE: 1715 Elm Street - Development Agreement

Margaret,

Attached is the development agreement, signed and notarized for the property owner.

Please have it executed by the City as required on page 18. Then you may record the agreement against the property. Please send me a copy of the agreement stamped to show it has been recorded.

RECORDING REQUESTED BY:

CITY OF EL CERRITO

When Recorded Mail To:

City Clerk
 City of El Cerrito
 10890 San Pablo Ave.
 El Cerrito, CA 94530

*Exempt from Recorder's Fees
 Pursuant to Government Code §§ 27383, 6103*



CONTRA COSTA Co Recorder Office

DEBORAH COOPER, Clerk - Recorder

DOC - 2019-0209606-00

Check Number

Thursday, NOV 21, 2019 15:14:01

FRE \$0.00

Ttl Pd \$0.00

Nbr-0003635771

AAV / RN / 1-8

**RECEIVED**

JAN 06 2020

City of El Cerrito
 City Clerk

 Space above this line for Recorder's use

**FIRST AMENDMENT TO
 DEVELOPMENT AGREEMENT**

**BETWEEN THE
 CITY OF EL CERRITO**

AND

**THE EDWARD AND LORETTA BIGGS REVOCABLE TRUST
 DATED MARCH 22, 2011**

FOR 1715 ELM STREET

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT ("**First Amendment**") is made and entered into on November 1, 2019, by and between the City of El Cerrito, a municipal corporation ("**City**") and The Edward and Loretta Biggs Revocable Trust dated March 22, 2011 ("**Developer**"). City and Developer are, from time-to-time, individually referred to in this First Amendment as a "party," and collectively as "parties."

RECITALS

A. Developer owns the real property located at 1715 Elm Street in the City (APN 502-112-038) (the "**Property**") as further described in Exhibit A attached hereto and incorporated herein by this reference.

B. Developer proposed development of the Property, including the relocation and conversion of an existing historical single-family detached house on the Property into a museum, art studio, office, or other community center type use; the construction of 14 new one- and two-bedroom dwelling units; and the preservation of an existing open space channel on the 0.42 acre site (the "**Project**").

C. Developer applied for and City approved various land use approvals in connection with the Project, including, without limitation, a General Plan Amendment; Planned Development District zoning; a Planned Development Use Permit; and Design Review. Additionally, City and Developer entered into that certain Development Agreement, recorded September 30, 2016, as Document No. 2016-0202282-00 in the Official Records of Contra Costa County (the "**Original Development Agreement**"). The Original Development Agreement, as modified by this First Amendment, is hereinafter the "**Development Agreement**." All such approvals, collectively, together with any approvals or permits now or hereafter issued with respect to the Project, are referred to as the "**Project Approvals**."

D. The term of the Original Development Agreement will expire on November 6, 2019, unless extended. Developer has applied for an amendment to the Original Development Agreement for an additional five-year term.

E. The City Council has found that, among other things, the First Amendment and the Development Agreement are consistent with its General Plan, as amended, and has been reviewed and evaluated both in accordance with Government Code sections 65864 *et seq.* and Chapters 19.14 and 19.41 of the El Cerrito Municipal Code.

F. On October 1, 2019, the City Council adopted Ordinance No. 2019-08, approving this First Amendment (the "**Amending Ordinance**"). The Amending Ordinance states that it will take effect on November 1, 2019 (the "**Amending Ordinance Effective Date**").

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

1. Effective Date.

The effective date of this First Amendment shall be the Amending Ordinance Effective Date ("**First Amendment Effective Date**").

2. Term of Agreement.

Section 4.1 of the Original Agreement is hereby amended to read as follows:

The term of this Agreement shall commence on the Effective Date and extend five (5) years after the First Amendment Effective Date, unless the term is otherwise terminated or modified pursuant to the provisions of this Agreement. As authorized by California Government Code Sections 65863.9 and 66452.6(a)(1), the terms of the Project Approvals shall be the longer of: (a) the term of this Agreement; or (b) the term normally given each approval under controlling law.

3. Compliance with City's Inclusionary Zoning Requirements.

Section 6.3 is hereby added to the Original Agreement to read as follows:

6.3 Compliance with Inclusionary Zoning Requirements.

Developer shall comply with the requirements of Chapter 19.30 – Inclusionary Zoning of the El Cerrito Municipal Code.

4. Relationship with Original Development Agreement.

(a) Capitalized terms used in this First Amendment shall have the meanings provided for in this First Amendment and shall be incorporated into the Development Agreement. Capitalized terms used in the Original Development Agreement shall retain the meanings provided for therein, unless modified by this First Amendment.

(b) Except as expressly modified by this First Amendment, the Original Development Agreement remains in full force and effect. To the extent of any inconsistency between this First Amendment and the Original Development Agreement, this First Amendment shall control.

5. Counterparts.

This First Amendment may be executed in multiple duplicate originals, each of which is deemed to be an original.

6. Recordation.

The City shall record a copy of this Agreement within ten (10) days following the First Amendment Effective Date.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the date and year first above written.

CITY OF EL CERRITO

DEVELOPER

The Edward and Loretta Biggs Revocable
Trust dated March 22, 2011

Karen Pinkos, City Manager

By: _____

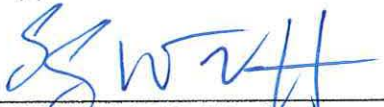
Its: Trustee

Attest:

Holly M. Charléty, City Clerk

Signed in Counterpart

Approved as to Form:



Sky Woodruff, City Attorney

(NOTARIZATION ATTACHED)

3347127.5

5. Counterparts.

This First Amendment may be executed in multiple duplicate originals, each of which is deemed to be an original.

6. Recordation.

The City shall record a copy of this Agreement within ten (10) days following the First Amendment Effective Date.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the date and year first above written.

CITY OF EL CERRITO

DEVELOPER

The Edward and Loretta Biggs Revocable
Trust dated March 22, 2011

Alexandra Orologas
for Karen Pinkos, City Manager
Acting City Manager
Attest: *Alexandra Orologas*

By: *Edward F. Biggs Sr.*
Edward F. Biggs, Sr.
Its: Trustee

Holly M. Charléty
Holly M. Charléty, City Clerk

Approved as to Form:

Sky Woodruff
Sky Woodruff, City Attorney

(NOTARIZATION ATTACHED)

3347127.5

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Contra Costa)

On Nov. 5, 2019 before me, Jennifer A. Peat, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Alexandra Orologas
Name(s) of Signer(s)

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.



Signature Jennifer A. Peat
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

Solano

On

10/17/2019

Date

before me,

L. Hinton, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Edward F. Biggs, Sr.

Name(s) of Signer(s)

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.

Signature

[Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Exhibit A

Legal Description of the Property

The land referred to is situated in the State of California, County of Contra Costa, City of El Cerrito, and is described as follows:

Lots 12, 13 and 14, in Block "B" as designated on the map entitled "Map of Schmidt Village, Contra Costa County, California", filed June 27, 1896, in Book C of Maps, Page 70, Contra Costa County Records.

EXCEPTING THEREFROM: The Northeast 7.00 feet thereof, as described in the Deed to City of El Cerrito, recorded February 9, 1965, in Book 4801 Official Records of Contra Costa County, Page 144.

(Being APN 502-112-038)



AGENDA BILL

Agenda Item No. 9.A.

Date: September 17, 2024
To: El Cerrito City Council
From: Paul Keith, Chief of Police, Police Department
Subject: Police Equipment and Services Agreement with Axon Inc.

ACTION PROPOSED

Adopt a resolution authorizing the City Manager to enter into five-year agreement with Axon Inc. to supply police equipment and services in an amount not to exceed \$159,000 annually, for a total contract amount not to exceed \$785,192.

BACKGROUND

In 2017, The El Cerrito Police Department began the deployment of body worn cameras (BWCs) for all enforcement staff. Since that time, BWCs have become ubiquitous in Contra Costa County. The public expects officers to use cameras. Prosecutors review BWC footage before making charging decisions. Police administrators watch BWC footage when reviewing officer performance. Officers use BWC footage as an important evidentiary record to document the things they see and hear.

The El Cerrito Police Department (ECPD) has had an agreement with Axon Enterprise Inc. (Axon), for the last seven years. This contract has been beneficial to the El Cerrito Police Department. The current contract provides for the regular replacement and upgrade of BWCs as well as secure storage for BWC footage. The Contra Costa County District Attorney's Office has a direct access account with Axon that allows them to access ECPD BWC footage without the need to create disks or download files. ECPD currently spends \$44,282.52 each year as part of the BWC agreement. This price is no longer available for renewal. The contract ends in December 2024.

The ECPD uses Taser devices, manufactured by Axon, as a force option. The devices use an electric current to incapacitate suspects. Although Officers use the devices infrequently, they have a high success rate when they deploy them. The ECPD uses Taser X26P devices, an older model. Axon has developed newer, more effective Tasers. The new devices have a longer range, increased capacity, and better cameras. ECPD does not include the Taser devices in the service contract with Axon. Instead, ECPD typically buys five devices each year to replace broken or obsolete Tasers. ECPD currently spends approximately \$7,700 each year on replacement devices.

Currently, the ECPD has an evidentiary gap relating to patrol vehicles. ECPD Patrol vehicles do not have camera systems. Because of this, the Department misses valuable footage of suspects fleeing from officers, suspect vehicles, and prisoner and officer behavior.

Axon has provided a quote for an expanded technology package that meets the technology needs of the El Cerrito Police Department.

ANALYSIS

Axon Inc. has proposed a service and product plan to provide body worn cameras, taser devices, dash cameras and in car cameras for patrol vehicles with automated license plate reading (ALPR), and digital evidence storage. Axon Inc. has provided a five-year agreement proposal with a total cost of \$785,193.05. The annual payment to Axon, over the five-year agreement, would range from \$156,712.74 and \$158,120.08.

The proposed service upgrade from Axon would enhance ECPD evidence collection efforts in key areas. It would provide higher quality videos, from more sources, and with improved tracking. The plan would also provide license plate reading functions as well as improved GPS tracking of enforcement units. These features, together, will aid in prosecutions and provide risk management benefits.

The proposed packaged includes:

Body Worn Cameras and Records Integration

Axon proposes to outfit all field staff with new body worn cameras with enhanced functionality with the ECPD records software. The new cameras will automatically and accurately classify recordings, using data from the ECPD Dispatch system. This records integration feature ensures that video data links with criminal cases automatically, saving officers' time. In the current system, officers must categorize each video manually, a time-consuming process.

Evidence Storage and Community Request

Axon proposes to continue to use Evidence.com as the storage solution for all video evidence collected by ECPD. This system has proved dependable and flexible. During the last five years, the Contra Costa County District Attorney's Office has become a customer and gains direct access to videos for the purposes of prosecution. The Community Request feature allows witnesses to directly upload digital video footage of criminal incidents.

Taser Devices

Under this agreement, Axon will provide Taser 10 devices. These devices offer superior range, accuracy, and capacity over the current model used by the ECPD, the Taser X26P. The new devices have a range of 45', compared to 25' for the current model. They also have a 10-shot capacity, compared to the single shot capacity of the Taser X26P. This allows officers to use distance to their advantage when encountering an armed and/or dangerous person.

Fleet Cameras with integrated Automated License Plate Reading (ALPR) Technology

The Axon Fleet solution includes a forward-facing camera to record enforcement actions as well as a rear facing camera to record the driver and prisoner area.

Combined, these cameras create a valuable evidence record to show vehicle related crimes as well as the treatment and behavior of prisoners. Video footage of the prisoner area can prove invaluable when defending against false claims of mistreatment. ECPD vehicles do not currently have camera systems.

These fleet cameras include integrated license plate reading technology, to provide ALPR functionality on all ECPD Patrol Vehicles. The addition of this modern technology will enable officers to have a better awareness of potentially hazardous vehicles around them while also providing valuable information that could help with solving crimes.

Body Worn and Vehicle Based Cameras, Prosecution, and Risk Management

Modern prosecutors rely heavily on video evidence when making decisions to pursue criminal charges. In the current age, video is not just desirable, the district attorney expects to use it for successful prosecutions. Video footage can answer critical questions about constitutional concerns or uses of force. It is invaluable to criminal prosecutions and to protecting law enforcement entities from fraudulent claims.

A comprehensive video program is the best way to ensure that Police Officers perform their jobs correctly, treat suspects appropriately, serve victims, and support successful prosecutions. Other than training, it is the biggest return on investment a police department can achieve to protect cities from claims.

STRATEGIC PLAN CONSIDERATIONS

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

- *High Performing Organization* by increasing employee effectiveness and accountability; *and*
- *Community Safety* by providing important tools for public safety officers; *and*
- *Environmental Sustainability* by the use of environmentally sustainable digital evidence practices.

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

The current fiscal year budget includes funding for this agreement. Staff intend to spend \$53,000 from the ECPD General Fund budget and \$105,000 from the C.O.P.S. Grant Fund. The C.O.P.S. Grant fund has a current balance of \$310,087.10, with anticipated annual revenue of approximately \$166,000. The State of California requires that these funds go to projects to support front line law enforcement activities.

The table below outlines the costs currently paid to Axon under the existing contract, initially begun in 2017, compared to the agreement proposed by Axon Inc. The proposed cost represents the discounted price for bundling the services and products.

The total cost, without the discount, would be approximately \$193,229.29 per year. The bundled proposal saves the city \$39,109.22 each year, or \$195,546.10 over the life of the agreement.

Service Element	Current Annual Costs (Approx)	Proposed Annual Costs (typical)
BWCs and Data Storage	\$44,282	\$105,428.66
Taser Devices	\$7,700	Included in above
Fleet Cameras	N/A	\$41,034.81
Records Integration	N/A	\$5,625.54
Community Request	N/A	\$5,031.06
Total	\$51,982	\$154,120.07

LEGAL CONSIDERATIONS

The City Attorney has reviewed the proposed agreement.

Reviewed by:



Karen Pinkos, City Manager

Attachments:

1. Resolution
2. Purchase Agreement
3. Axon Quote
4. Sole Manufacturer

RESOLUTION 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AXON INC. TO SUPPLY POLICE EQUIPMENT AND SERVICES FOR AN AMOUNT NOT TO EXCEED \$159,000 ANNUALLY, FOR A FIVE-YEAR TERM.

WHEREAS, technological advancements provide essential tools for documenting, investigating and responding to crime; and

WHEREAS, license plate reading technology has proven to be a useful tool to identify criminal suspects and solve crime; and

WHEREAS, body worn cameras and police fleet cameras can provide critical evidence in criminal prosecutions and valuable information for police accountability; and

WHEREAS, Axon Inc. has distinguished itself as a dependable producer and supplier of police camera systems, evidence storage systems, and use of force tools.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes the City Manager to enter into a five-year agreement with Axon Inc. to supply police equipment and services in an amount not to exceed \$159,000 annually, for a total contract amount not to exceed \$785,192.

I CERTIFY that at a regular meeting on September 17, 2024, 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:

Tessa Rudnick, Mayor



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. 30 days prior to the completion of the Subscription Term, Axon will notify Customer of the upcoming renewal date for the Subscription Term. Upon written consent of the Customer, the Subscription Term will renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.



Master Services and Purchasing Agreement

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.



Master Services and Purchasing Agreement

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Customer or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or a Customer end user; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, such as the California Public Records Act, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.



Master Services and Purchasing Agreement

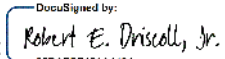
18. General.

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: 
 Name: Robert E. Driscoll, Jr.
 Title: Deputy General Counsel
 Date: 7/26/2024 | 12:21 PM MST

CUSTOMER:

Signature: _____
 Name: _____
 Title: _____
 Date: _____



Master Services and Purchasing Agreement



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Axon Cloud Services Terms of Use Appendix

1. Definitions.

- a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- e. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- f. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
 - a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.



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- b. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
 7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Customer, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
 8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
 9. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
 10. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
 11. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
 12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
 13. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
 14. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
 15. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**



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16. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
17. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
- c. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - d. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - e. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
 - f. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
18. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- g. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - h. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - i. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - j. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;
 - k. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - l. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - m. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - n. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
19. **Axon Narrative.** AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
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21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
 22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
 23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



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TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
 - 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating



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for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.



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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.



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Axon Fleet Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates. Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint.** If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.

3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

4.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

4.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

4.3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

4.4. **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

5.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

5.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



Master Services and Purchasing Agreement for Customer

6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.



Master Services and Purchasing Agreement for Customer

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Master Services and Purchasing Agreement for Customer

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.
 - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.



Master Services and Purchasing Agreement for Customer

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:



Master Services and Purchasing Agreement for Customer

-
- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Master Services and Purchasing Agreement for Customer

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability**. The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



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Scottsdale, Arizona 85255
United States
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Agenda Item No. 9.A.

Attachment 3

Q-588314-45518.852DB

Issued: 08/14/2024

Quote Expiration: 09/27/2024

Estimated Contract Start Date: 01/15/2025

Account Number: 115645

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
El Cerrito Police Dept. - CA 10900 San Pablo Ave El Cerrito, CA 94530-2387 USA	El Cerrito Police Dept. - CA 10900 San Pablo Ave El Cerrito CA 94530-2387 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Birt Phone: Email: dbirt@axon.com Fax:	Lauren Caputo Phone: (510) 215-4448 Email: lcaputo@ci.el-cerrito.ca.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$752,338.20
ESTIMATED TOTAL W/ TAX	\$785,193.05

Discount Summary

Average Savings Per Year	\$39,109.22
TOTAL SAVINGS	\$195,546.10

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	\$150,467.64	\$6,245.10	\$156,712.74
Dec 2025	\$150,467.64	\$6,652.44	\$157,120.08
Dec 2026	\$150,467.64	\$6,652.44	\$157,120.08
Dec 2027	\$150,467.64	\$6,652.44	\$157,120.08
Dec 2028	\$150,467.64	\$6,652.43	\$157,120.07
Total	\$752,338.20	\$32,854.85	\$785,193.05

Quote Unbundled Price:	\$947,884.30
Quote List Price:	\$802,110.10
Quote Subtotal:	\$752,338.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$6,988.80)	(\$6,988.80)	(\$716.35)	(\$7,705.15)
M00010	BUNDLE - OFFICER SAFETY PLAN 10	39	60	\$260.96	\$216.65	\$216.66	\$506,984.40	\$25,055.84	\$532,040.24
Fleet3A	Fleet 3 Advanced	13	60	\$308.53	\$254.57	\$254.57	\$198,564.60	\$8,515.36	\$207,079.96
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	5			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	39			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73618	AXON COMMUNITY REQUEST	39	60		\$10.85	\$10.85	\$25,389.00	\$0.00	\$25,389.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	39	60		\$10.85	\$10.85	\$25,389.00	\$0.00	\$25,389.00
A la Carte Services									
100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1			\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total							\$752,338.20	\$32,854.85	\$785,193.05

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	12/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	39	1	12/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	43	1	12/15/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	43	1	12/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	5	1	12/15/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	1	12/15/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	39	2	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	39	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	780	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	12/15/2024

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	39	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	39	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	39	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	78	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	12/15/2024
Fleet 3 Advanced	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	1	12/15/2024
Fleet 3 Advanced	70112	AXON SIGNAL - SIGNAL UNIT	13	1	12/15/2024
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	1	12/15/2024
Fleet 3 Advanced	72034	AXON FLEET 3 - SIM INSERTION - VZW	13	1	12/15/2024
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	320	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	12/15/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	310	1	12/15/2026
BUNDLE - OFFICER SAFETY PLAN 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	40	1	06/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	5	1	06/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	12/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	310	1	12/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	110	1	12/15/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	310	1	12/15/2028
BUNDLE - OFFICER SAFETY PLAN 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	40	1	12/15/2029
BUNDLE - OFFICER SAFETY PLAN 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	5	1	12/15/2029
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	13	1	12/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10	101180	AXON TASER - DATA SCIENCE PROGRAM	39	01/15/2025	01/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	39	01/15/2025	01/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	1	01/15/2025	01/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	73638	AXON STANDARDS - LICENSE	39	01/15/2025	01/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	73680	AXON RESPOND PLUS - LICENSE	39	01/15/2025	01/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	390	01/15/2025	01/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	39	01/15/2025	01/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	39	01/15/2025	01/14/2030
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	01/15/2025	01/14/2030
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	01/15/2025	01/14/2030
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	13	01/15/2025	01/14/2030
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	01/15/2025	01/14/2030
A la Carte	73618	AXON COMMUNITY REQUEST	39	01/15/2025	01/14/2030
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	39	01/15/2025	01/14/2030

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	39
BUNDLE - OFFICER SAFETY PLAN 10	101193	AXON TASER - ON DEMAND CERTIFICATION	1
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	13
A la Carte	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1
A la Carte	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	39	12/15/2025	01/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	12/15/2025	01/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	12/15/2025	01/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	12/15/2025	01/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	39	12/15/2025	01/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	12/15/2025	01/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	39	12/15/2025	01/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	1	12/15/2025	01/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	5	12/15/2025	01/14/2030
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	13	12/15/2025	01/14/2030
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	13	12/15/2025	01/14/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	10900 San Pablo Ave	El Cerrito	CA	94530-2387	USA
2	10900 San Pablo Ave	El Cerrito	CA	94530-2387	USA

Payment Details

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 1	73618	AXON COMMUNITY REQUEST	39	\$5,264.74	\$0.00	\$5,264.74
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	39	\$5,264.74	\$0.00	\$5,264.74
Year 1	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$622.09	\$0.00	\$622.09
Year 1	Fleet3A	Fleet 3 Advanced	13	\$41,174.97	\$1,765.78	\$42,940.75
Year 1	H00001	AB4 Camera Bundle	39	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 1	M00010	BUNDLE - OFFICER SAFETY PLAN 10	39	\$105,129.90	\$5,195.67	\$110,325.57
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	(\$6,988.80)	(\$716.35)	(\$7,705.15)
Total				\$150,467.64	\$6,245.10	\$156,712.74

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00010	BUNDLE - OFFICER SAFETY PLAN 10	39	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 2	73618	AXON COMMUNITY REQUEST	39	\$5,031.06	\$0.00	\$5,031.06
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	39	\$5,031.06	\$0.00	\$5,031.06
Year 2	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$594.48	\$0.00	\$594.48
Year 2	Fleet3A	Fleet 3 Advanced	13	\$39,347.40	\$1,687.39	\$41,034.79
Year 2	H00001	AB4 Camera Bundle	39	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 2	M00010	BUNDLE - OFFICER SAFETY PLAN 10	39	\$100,463.64	\$4,965.05	\$105,428.69
Total				\$150,467.64	\$6,652.44	\$157,120.08

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 3	73618	AXON COMMUNITY REQUEST	39	\$5,031.06	\$0.00	\$5,031.06
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	39	\$5,031.06	\$0.00	\$5,031.06
Year 3	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$594.48	\$0.00	\$594.48
Year 3	Fleet3A	Fleet 3 Advanced	13	\$39,347.40	\$1,687.39	\$41,034.79
Year 3	H00001	AB4 Camera Bundle	39	\$0.00	\$0.00	\$0.00

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 3	M00010	BUNDLE - OFFICER SAFETY PLAN 10	39	\$100,463.64	\$4,965.05	\$105,428.69
Total				\$150,467.64	\$6,652.44	\$157,120.08

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 4	73618	AXON COMMUNITY REQUEST	39	\$5,031.06	\$0.00	\$5,031.06
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	39	\$5,031.06	\$0.00	\$5,031.06
Year 4	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$594.48	\$0.00	\$594.48
Year 4	Fleet3A	Fleet 3 Advanced	13	\$39,347.40	\$1,687.39	\$41,034.79
Year 4	H00001	AB4 Camera Bundle	39	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 4	M00010	BUNDLE - OFFICER SAFETY PLAN 10	39	\$100,463.64	\$4,965.05	\$105,428.69
Total				\$150,467.64	\$6,652.44	\$157,120.08

Dec 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 5	73618	AXON COMMUNITY REQUEST	39	\$5,031.06	\$0.00	\$5,031.06
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	39	\$5,031.06	\$0.00	\$5,031.06
Year 5	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$594.48	\$0.00	\$594.48
Year 5	Fleet3A	Fleet 3 Advanced	13	\$39,347.40	\$1,687.41	\$41,034.81
Year 5	H00001	AB4 Camera Bundle	39	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 5	M00010	BUNDLE - OFFICER SAFETY PLAN 10	39	\$100,463.64	\$4,965.02	\$105,428.66
Total				\$150,467.64	\$6,652.43	\$157,120.07

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-312112, Q-475433

Agency is terminating those contracts effective 1/15/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$6,988.80

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract Q-312112. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

8/14/2024





17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.axon.com

To: United States federal law enforcement agencies

Re: Sole Manufacturer Letter for Axon Enterprise, Inc.'s Energy Weapons, on-Officer Cameras, and Evidence.com Data Management Solutions

Axon Enterprise, Inc. (Axon), is the sole manufacturer for TASER brand energy weapons and Axon brand products. Axon is also the sole developer of the Axon Evidence (Evidence.com) data management services.¹



TASER Energy Weapon Descriptions

TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch

¹ Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.

- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand Energy Weapons and Options

1. Energy Weapons:
 - TASER 10
 - TASER 7
 - TASER X2
 - TASER 26P
2. Optional Extended Warranties for energy weapons:
 - TASER 10 – 4-year extended warranty
 - TASER 7 – 4-year extended warranty
 - X2 – 4-year extended warranty
 - X26P – 2-year extended warranty
 - X26P – 4-year extended warranty
3. TASER 10 Magazines
 - TASER 10 live duty magazine (black)
 - TASER 10 Hook and Loop Training (HALT) magazine (blue)
 - TASER 10 live training magazine (purple)
 - TASER 10 inert training magazine (red)
4. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)
 - TASER 10 live cartridge
 - TASER 10 HALT cartridge
 - TASER 10 inert cartridge
5. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
 - 15-foot
 - 21-foot
 - 21-foot non-conductive
 - 25-foot
 - 35-foot
6. TASER Smart Cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
 - 15-foot
 - 25-foot
 - 25-foot inert simulation
 - 25-foot non-conductive
 - 35-foot
 - Inert Smart Cartridge
7. Power Modules (Battery Packs) for TASER 7 and TASER 10 energy weapons:
 - Tactical battery pack
 - Compact battery pack
 - Non-Rechargeable battery pack
 - Disconnect battery pack (currently only for the TASER 7 energy weapon)

8. TASER CAM HD recorder (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature). The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
 - TASER CAM HD replacement battery
 - TASER CAM HD Download Kit
 - TASER CAM HD optional 4-year extended warranty
9. Power Modules (Battery Packs) for X26P and X2 energy weapons:
 - Performance Power Magazine (PPM)
 - Tactical Performance Power Magazine (TPPM)
 - Automatic Shut-Down Performance Power Magazine (APPM)
 - eXtended Performance Power Magazine (XPPM)
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM)
 - Axon Signal Performance Power Magazine (SPPM)
10. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
 - TASER Weapons Dock Core and Multi-bay Module: 74200
 - TASER Weapons Dock Core and Single-bay Module: 74201
 - TASER Weapons Dock Single Bay Dataport: 74208
11. TASER Dataport Download Kits:
 - Dataport Download Kit for the X2 and X26P
12. TASER Simulation Suit II
13. Enhanced HALT Suit Model: 100623

Axon Digital Evidence Solution Description

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to two-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting

- Optional Axon Aware live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera

- High-definition video system with wide field of view, zoom, infrared for the back seat and wireless microphone integration
- Intuitive mobile data terminal app, Axon View XL, for quick tagging, uploads and more on the fly
- Ability to efficiently categorize, play back and share all video alongside other digital files on [Evidence.com](https://evidence.com)
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Best-in-class install times and quick remote troubleshooting
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Immediate upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit

Axon Fleet Camera

- In-car camera with the technological advantages of the Axon Body 2 camera
- Flexible mount that enables pointing the camera in multiple directions
- Automatic transition from buffering to event mode in an emergency vehicle equipped with the Axon Signal Unit

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Evidence.com services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Evidence.com
- Dual integration of on-officer camera and interview room camera with Evidence.com digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected.
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously

- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Evidence.com Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within 7 days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search seven fields in addition to five category-based fields, create cases for multiple evidence files

Evidence.com for Prosecutors

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for IOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail

- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Digital Evidence Management System (DEMS) Bundle Program

- DEMS only Professional Evidence.com Enterprise
- DEMS only Axon Citizen for Communities
- DEMS only Redaction Assistant, Advanced User Management
- DEMS only Digital Evidence Management Add-on
- DEMS only Auto Tagging
- DEMS only unlimited Axon device storage
- DEMS only unlimited 3rd party storage
- DEMS only Axon Performance
- DEMS only 3rd party video support (Axon Investigate)

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Models

1. Axon Body 4 Cameras:
 - Axon Body 4 Camera Model: 100147
 - Axon Body 4 Flex POV Module Model: 100200
2. Axon Body 3 Camera
3. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online)
 - Axon Flex 2 Camera (offline)
4. Axon Flex 2 Controller
5. Axon Flex 2 USB Sync Cable

6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
7. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit
 - Collar Mount
 - Oakley Clip
 - Epaulette Mount
 - Ballcap Mount
 - Ballistic Vest Mount
 - Universal Helmet Mount
8. Axon Body 2 Camera
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock
 - Z-Bracket, Women's Axon RapidLock
 - Magnet, Flexible, Axon RapidLock
 - Magnet, Outerwear, Axon RapidLock
 - Small Pocket, 4" (10.1 cm), Axon RapidLock
 - Large Pocket, 6" (15.2 cm), Axon RapidLock
 - MOLLE Mount, Single, Axon RapidLock
 - MOLLE Mount, Double, Axon RapidLock
 - Belt Clip Mount, Axon RapidLock
10. Axon Fleet Camera
 - Axon Fleet 2 Front Camera
 - Axon Fleet 2 Front Camera Mount
 - Axon Fleet 2 Rear Camera
 - Axon Fleet 2 Rear Camera Controller
 - Axon Fleet 2 Rear Camera Controller Mount
 - Axon Fleet Battery System
 - Axon Fleet Bluetooth Dongle
 - Axon Fleet 3 Dual View Camera
 - Axon Fleet 3 Interior Camera
 - Axon Fleet Hub
11. Axon Signal Unit
12. Axon Dock Models:
 - Axon Dock – Individual Bay and Core for Axon Flex 2
 - Axon Dock – 6-Bay and Core for Axon Flex 2
 - Individual Bay for Axon Flex 2
 - Core (compatible with all Individual Bays and 6-Bays)
 - Wall Mount Bracket Assembly for Axon Dock
 - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet
 - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet
 - Individual Bay for Axon Body 2 and Axon Fleet
 - Axon Dock – 1-Bay for Axon Body 3 Model: 71104
 - Axon Dock – 8-Bay for Axon Body 3 Model: 74210

TASER Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.

2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),² Axon Evidence, unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),² Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB), third-party video playback, and Axon Records.
15. **Officer Safety Plan 10 Premium:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),² Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon

² Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

VR training, Axon Auto-Transcribe, and My90 by Axon.

16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
20. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
21. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
President
Axon Enterprise, Inc.

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AGENDA BILL

Agenda Item No. 9.B.

Date: September 17, 2024
To: El Cerrito City Council
From: Crystal Reams, Finance Director/City Treasurer, Finance Department
Subject: FY 2023-24 General Fund Budget Quarterly Update through June 2024

ACTION PROPOSED

Receive and file an update on City General Fund revenues and expenses for FY 2023-24 through June 2024.

BACKGROUND AND ANALYSIS

The El Cerrito City Council adopted an annual Budget for FY 2023-24 on June 20, 2023. The Council has closely monitored the City's budget and financial position and directed City staff to submit quarterly General Fund financial update reports. The attached FY 2023-24 Fourth Quarter General Fund Update reflects the unaudited year-end projections and includes estimated final expenditures.

The report shows the unaudited General Fund revenues at \$52,154,276, or \$3,471,313 above budget (107% of budget), and expenditures including estimated year-end accruals at a total of \$52,340,189 or \$2,651,928 below budget (95% of budget). The projected unaudited year-end total General Fund balance is estimated to be \$22,957,167; this includes \$9 million designated for the Emergency Disaster Relief Fund (EDRF) and \$1.37 million in the Section 115 Pension Trust, and represents 43% of General Fund expenditures.

Staff have calculated these numbers based on the most current information as of the date of this report, but it is important to note that these numbers are unaudited. During the completion of the fiscal year-end close, which is underway, and during the annual independent audit, which is set to take place the first week in November, there may be adjustments to both revenues and expenses with the verified year-end totals to be included in the Annual Comprehensive Financial Report (ACFR) once it is completed.

STRATEGIC PLAN CONSIDERATIONS

This report is consistent with the City's Strategic Plan Goal High-Performing Organization: Ensure the City maintains a strong financial position – and will allow the City Manager to develop a plan to ensure that Citywide revenue meets the cost of providing Citywide services, including adequate reserves in the face of significant unanticipated revenue shortfalls. It further ensures procedures that represent best practices in financial management.

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

The unaudited FY 2023-24 General Fund Fourth Quarter Update reflects revenues totaling \$52,154,276 or \$3,471,313 above budget (107% of budget), and expenditures including estimated year-end accruals at a total of \$52,340,189 or \$2,651,928 below budget (95% of budget). The projected unaudited year-end total fund balance is estimated to be \$22,957,167; this includes \$9 million designated for the EDRF and \$1.37 million in the Section 115 Trust.

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. FY 2023-24 4th Quarter General Fund Update



General Fund Budget Update

Quarter 4 FY 2023-24

4/01/2024 – 06/30/2024

INTRODUCTION

The City of El Cerrito is pleased to submit the Quarter 4 FY 2023-24 General Fund Budget Update, for the period 04/01/2024 through 06/30/2024. The report provides a high-level overview of the City's status on the budget, with expenditures by Department, showing unaudited actuals.

City Staff is still in the process of completing the fiscal year-end close with an anticipated completion date in October. The City's annual independent audit is scheduled for the first week of November. This process will audit the year-ending totals, which will verify all balances which may be subject to adjustments, therefore the audited actuals may be slightly different than what is presented in this Update. However, these unaudited actuals are based on the current information as of the date of this report.

SUMMARY

The City of El Cerrito's unaudited actuals show that the City has met its budget targets for FY 2023-24 and has a slight projected change in the General Fund balance of (\$185,914) for a projected year-end General Fund balance of \$22,957,167, or 43% of General Fund expenditures.

During FY 2023-24, several budget adjustments were approved by the City Council. Items approved prior to mid-year totaled \$3.1 million appropriated from the General Fund balance; during the mid-year budget review adjustments included \$2.3 million and \$1 million for FY 2022-23 PO Roll-Forward. The total adjustments from General Fund balance were \$6.4 million as shown in Table 1.

Table 1
General Fund Approved One-Time Fund Balance Uses

Items approved at mid-year		Status
6,270	Council Salary Increases	Completed
125,000	Public Information Measure R	Ongoing; completed for FY24
376,484	Insurance Premium & SEIU Increase	Completed
90,000	IT Cyber Attack Deductible	Completed
466,000	CD Staffing/Consulting Costs - Increases in Permitting Activity	Completed
337,000	Fire OT Increase in Emergency Fire Engine Repairs	Completed
186,000	Wildcat Inspection Services, Emergency Tree Work, Filled Vacancies	Completed
510,000	Recreation staffing/contractors increased program activities	Completed
350,000	Repayment of MSC Loan Transfer to CIP	Completed
2,446,754		
Items approved outside of mid-year (referenced in mid-year report)		
75,000	Emergency Back-up Generator for Fire Station 52	Pending final acceptance; included in GF PO Roll
75,000	Arlington Park Improvements	Completed
184,269	El Cerrito Safety Element	Ongoing; included in GF PO Roll
1,000,000	115 Trust Contribution	Completed
1,604,631	Property Purchase	Completed
86,078	Landscape Maintenance Services Contract	Completed
1,084,800	Park & Facility Deferred Maintenance and Repair Projects	Completed
4,109,778		
6,556,532	Total Increase in Expenditures	
154,200	Total Increase in Revenue	
(6,402,332)	Approved Change in Fund Balance FY24	
93,178	Originally Budgeted Change in Fund Balance	
(6,309,154)	Net Change in Fund Balance	

These appropriations are not considered revenues for the FY 2023-24 Budget, thus the result was a projected change in the General Fund balance of (\$6.4 million). However, at year-end, the unaudited actuals show that the City exceeded its revenue budget by 7% and came in under its expenditure budget by 5%.

- Revenues came in higher than budget primarily due to Property Tax receipts, Measure R, Franchise Taxes, Utility Users' Taxes, and Interest Income.
- Expenditures came in lower than budget primarily because Departments have continued to maintain fiscal prudence and have operated within budget. Further, over \$1 million in Purchased Professional and Technical Services funds that were slated for various consultant services were not utilized due to timing and internal resource constraints.

In summary, the City's prudent spending and better than expected revenues has eliminated the need for the reduction of the entire \$6.4 million to the General Fund Balance, and the projections indicate instead a year-end reduction of \$185,914.

GENERAL FUND REVENUES

The Amended General Fund Revenue budget, including City Council approved FY 2023-24 budget amendments that increased revenues by \$154,200, totaled \$48,682,963. The year-end projected total is \$52,154,276, which is 7% over the Amended Budget. Table 2 and 3 show the unaudited year-end revenue totals by Classification and Department, respectively.

Table 2
General Fund Revenue – Classification
Quarter 4

Classification	Budget Amount (Amended)	YTD – Q4 Projected Amount	% of Budget	Prior YTD – Q4 Actual Amount
Property Taxes	\$11,417,064	\$12,557,243	110%	\$12,069,228
Sales Taxes	3,998,666	4,406,504	110%	4,520,105
Transient Occupancy Taxes	150,000	89,451	60%	107,817
Measure R Sales Tax	3,855,000	4,322,227	112%	4,651,914
Franchise Taxes	1,400,000	1,854,939	132%	1,604,218
Business License Taxes	1,150,600	1,128,561	98%	1,069,964
Property Transfer Taxes*	3,300,000	3,129,523	95%	4,157,840
Utility Users' Taxes	3,520,000	4,015,245	114%	4,100,286
Other Taxes	1,500	5,936	396%	7,776.16
Taxes Totals	\$28,792,830	\$31,509,631	109%	\$32,289,149
Charges for Services Totals	7,594,420	7,426,397	98%	6,680,113
Fines & Forfeitures	145,000	231,231	159%	115,407
Intergovernmental Revenues	8,393,092	8,923,068	106%	8,279,108
Licenses & Permits	1,284,618	1,272,849	99%	1,051,538
Other Financing Sources Totals	977,182	977,182	100%	975,783
Other Revenue Totals	911,748	795,044	87%	698,237
Use of Money and Property	584,073	1,018,874	174%	728,936
Totals	\$48,682,963	\$52,154,276	107%	\$50,818,269

Table 3
General Fund Revenues – Department
Quarter 4

Revenue	Budget Amount (Amended)	YTD -Q4 Projected Amount	% of Budget	Prior YTD – Q4 Actual Amount
Administration	\$140,100	\$29,763	21%	\$35,869
Community Development	2,841,226	2,945,880	104%	2,688,749
Fire	214,000	5,203,903	100%	5,011,333
Non-departmental	34,136,304	37,732,061	111%	37,693,310
Police	214,000	300,172	140%	241,039
Public Works	664,312	777,549	117%	572,783
Recreation	5,473,429	5,164,947	94%	4,575,186
Totals	\$48,682,963	\$52,154,276	107%	\$50,818,269

GENERAL FUND - EXPENDITURES

The Amended General Fund Expenditure budget, including City Council approved FY 2023-24 budget amendments, that increased expenditures by \$6,556,532, totaled \$54,992,117. The year-end projected total is \$52,340,189, which is 5% under the Amended Budget. Personnel costs are the largest component of General Fund expenditures at approximately 75%. Departmental expenditures remained within approved budgets.

Table 4
General Fund Expenditures – Classification
Quarter 4

Classification	Budget Amount (Amended)	YTD – Q4 Projected Amount	% of Budget	Prior YTD – Q4 Actual Amount
Personnel	\$35,358,284	\$35,161,589	99%	\$31,310,928
Purchased Professional & Technical Services	7,347,177	6,236,663	85%	5,433,008
Purchased Property Services	2,846,162	2,213,705	78%	1,924,855
Other Purchased Services	3,558,119	3,387,739	95%	2,870,917
Supplies	940,675	773,975	82%	661,505
Property & Capital	685,138	320,905	47%	521,525
Financing Costs	\$634,368	\$542,633	86%	\$499,083
Other Financing Uses	3,622,194	3,702,980	102%	667,763
Totals	\$54,992,117	\$52,340,189	95%	\$43,889,584

GENERAL FUND PURCHASE ORDER ROLL FORWARD REQUEST

City staff is requesting that the City Council take action by a separate resolution to roll forward \$604,626 in unused General Fund expenditure funds that were encumbered via purchase orders. These purchase orders are for various items that were budgeted and initiated in FY 2023-24 but were unable to be completed or received during the fiscal year. Table 5 shows General Fund Expenditures by Department and illustrates the remaining budget for each Department and the amount requested to roll forward.

Table 5
General Fund Expenditures – Department
Quarter 4

Expenditures	Budget Amount (Amended)	YTD - Q4 Projected Amount	% of Budget	Prior YTD – Q4 Actual Amount	Remaining Budget	PO Roll To FY25
Administration	\$8,076,150	\$7,504,787	93%	\$6,878,595	\$571,363	\$53,930
Community Development	4,892,425	4,267,376	87%	3,454,024	625,049	231,153
Fire	14,873,622	14,646,397	98%	13,249,961	227,225	75,052
Non-departmental	4,111,447	4,049,025	98%	1,005,746	62,422	0
Police	13,663,610	13,143,717	96%	11,906,513	519,893	173,935
Public Works	2,849,926	2,615,498	92%	2,270,269	234,428	18,190
Recreation	6,524,937	6,113,389	94%	5,124,476	411,548	52,364
Total	\$54,992,117	\$52,340,189	95%	\$43,889,584	\$2,651,928	\$604,624
Projected Change in Fund Balance	(6,309,154)	(185,914)				

CONCLUSION

The City of El Cerrito is projected to end FY 2023-24 well within the Amended Budget, with an estimated change in the General Fund balance of approximately (\$185,914). The higher than anticipated revenues and the lower than anticipated expenditures means that instead of the General Fund balance being reduced by \$6.4 million as was approved by the City Council, the projected year-end General Fund balance will improve by \$6.1 million for a projected total of \$22.95 million as shown in Table 6.

Table 6
General Fund Projected Ending Fund Balance Comparison

	Budget (Amended)	Projected	Total Improvement
FY23 General Fund Fund Balance (actual)	\$ 23,143,081	\$ 23,143,081	
Projected Change in Fund Balance	(6,309,154)	(185,914)	
Projected FY24 Fund Balance	16,833,927	22,957,167	
EDRF	(9,000,000)	(9,000,000)	
Section 115	(1,372,890)	(1,372,890)	
FY24 Projected Unrestricted Fund Balance	6,461,037	12,584,277	
FY25 Expenditure Budget	51,352,492	51,352,492	
FY24 PO Roll to FY25	604,624	604,624	
10% Reserve (minimum)	5,195,712	5,195,712	
Discretionary	1,265,325	7,388,566	
FY 24 Projected Ending Total GF FB	\$ 16,833,927	\$ 22,957,167	\$ 6,123,240

Once the FY 2023-24 independent audit is completed and the Annual Comprehensive Financial Report is presented to the City Council, City staff will plan to discuss with the City Council options for the future use of the General Fund balance in accordance with the Comprehensive Financial Policies.



AGENDA BILL

Agenda Item No. 9.C.

Date: September 17, 2024
To: El Cerrito City Council
From: Crystal Reams, Finance Director/City Treasurer, Finance Department;
Claire Coleman, Budget/Financial Services Manager, Finance
Department
Subject: Roll Forward of Incomplete Purchase Orders from FY 2023-24

ACTION PROPOSED

Adopt a resolution authorizing the carry forward of \$604,623.85 from the General Fund and \$12,348,520.48 from special revenue and enterprise funds for purchase orders authorized during FY 2023-24 but expected to be completed in FY 2024-25.

BACKGROUND AND ANALYSIS

Throughout the fiscal year, per the City's Procurement Policy, Departments set up purchase orders for service contracts and supply orders over \$5,000. Governmental accounting standards require the City to account for goods in the fiscal year they were received (not when the order was made), and to account for services in the year they are rendered (not when the contract is started or signed). As a result, there are purchase orders set up by staff intending to complete projects or receive goods during FY 2023-24 that were not completed or received due to a variety of factors including staffing vacancies, supply chain delays, and consultant availability.

In March 2024, the Finance Department instituted a new process whereby all purchase orders must receive City Council approval to be rolled forward to the new Fiscal Year. As detailed in the General Fund 4th Quarter Update, staff recommends rolling forward the remaining purchase orders that are still needed, along with their associated budget. Staff recommends carrying forward \$12,953,144.33, comprised of \$604,623.85 from the General Fund and \$12,348,520.48 from other funds (primarily Capital Projects), to fund purchase orders and projects that were budgeted but not completed during the previous fiscal year.

Fund No.	Fund Description	PO Roll	Remaining Budget
101	General Fund	604,624	2,651,928
201	Gas Tax Fund	19,904	119,518
202	Nat'l Pollut Dis Elim Sys	1,913	56,997
204	Measure J-Return to Source Fund	110,000	298,992
205	Measure J Storm Drain	25,325	559,050
207	Measure H Park & Rec Facilities	41,126	138,799
209	Vehicle Abatement Fund	7,889	163,851
211	Street Improvement & Maint	20,800	1,592,373
212	SB1-Road Repair & Accountability	448,691	785,154
221	Grants	24,139	211,190
222	COPS Grant Fund	2,002	192,773
225	4th of July Donations	45,184	18,135
30*	CIP	11,010,938	12,841,684.50
501	Integrated Waste Mgmt	590,577	2,256,296

STRATEGIC PLAN CONSIDERATIONS

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

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

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

Each fiscal year, the City Council adopts a resolution establishing spending limits by Fund. On June 18, 2024, the City Council adopted the FY 2024-25 budget and established spending limits across all funds for FY 2024-25. This action would roll forward budget authority, thereby increasing the total appropriation authority for the fiscal year using unused funds due to the incomplete purchase orders.

LEGAL CONSIDERATIONS

This section is not applicable to this agenda item.

Reviewed by:



Karen Pinkos, City Manager

Attachments:

1. Resolution

RESOLUTION 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AMENDING THE SPENDING AUTHORITY BY FUND FOR THE CITY OF EL CERRITO FOR FISCAL YEAR 2023-24

WHEREAS, on June 18, 2024 the City Council of the City of El Cerrito adopted the Fiscal Year 2024-25 Budget with spending limits across funds; and

WHEREAS, changes to the spending limits throughout the year are necessary to account for unexpected opportunities, unforeseen changes, or if the City's financial position changes and additional spending authority is required to meet the needs of the City; and

WHEREAS, staff presented this update to the City Council of the City of El Cerrito for its consideration and the City Council has reviewed and analyzed it; and

WHEREAS, purchase orders totaling \$12,953,112, including \$604,624 from the General Fund, were approved in FY 2023-24 but not completed due to staffing vacancies, consultant availability, and supply chain constraints; and

WHEREAS, City Council approved the roll forward of purchase orders from Fiscal Year 2023-24, increasing the total spending authority in Fiscal Year 2024-25 but not ongoing costs; and

WHEREAS, proposed changes to spending authority from tax proceeds are within the City's Fiscal Year 2024-25 Gann Appropriations Limit as defined by California State Constitution Article XIIB.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby amends the spending authority by fund for fiscal year 2024-25 as follows:

Fund	Adopted FY 2024-25 Budget	Purchase Order Roll Forward	Total Appropriations FY 2024-25
General Fund (101)	51,352,491.54	604,623.85	51,957,115.39
Gas Tax (201)	727,849.01	19,903.58	747,752.59
National Pollu. & Disch. Elimination (202)	427,164.31	1,913.43	429,077.74
Measure J Return to Source (204)	792,482.77	110,000.00	902,482.77
Measure J Storm Drain (205)	632,278.51	25,324.66	657,603.17

Fund	Adopted FY 2024-25 Budget	Purchase Order Roll Forward	Total Appropriations FY 2024-25
Measure H Parcel Tax (207)	897,304.20	41,125.59	938,429.79
Vehicle Abatement (209)	200,000.00	7,889.41	207,889.41
Street Improvements (211)	3,962,941.90	20,800.00	3,983,741.90
SB1-Road Repair & Account (212)	936,984.00	448,690.79	1,385,674.79
Federal, State and Local Grants (221)	1,277,000.00	24,139.00	1,301,139.00
C.O.P.S. Grant (222)	306,000.00	2,002.14	308,002.14
Donations (225)	100,000.00	45,184.00	145,184.00
Capital Improvements (301, 303, 304)	2,140,000.00	11,010,937.88	13,150,937.88
Integrated Waste Management (501)	4,820,117.42	590,577.40	5,410,694.82

I CERTIFY that at a regular meeting on September 17, 2024 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:

Tessa Rudnick, Mayor



**2023-2024
CAL CITIES OFFICERS**

President

Daniel T. Parra
Mayor
Fowler

First Vice President

Lynne Kennedy
Mayor Pro Tem,
Rancho Cucamonga

Second Vice President

Gabe Quinto
Council Member,
El Cerrito

Immediate Past President

Ali Sajjad Taj
Mayor Pro Tem,
Artesia

**Executive Director
and CEO**

Carolyn M. Coleman

August 28, 2024

TO: Mayors, Council Members, City Managers, and City Clerks

RE: Cal Cities 2024 Resolution Packet

Sixty days before the Cal Cities [Annual Conference and Expo](#), Cal Cities members may submit resolutions on issues of importance to cities. This year, Cal Cities received one resolution by the Aug. 17 deadline.

The attached packet contains the proposed resolution, supporting letters from city officials, and an analysis of the resolution by Cal Cities. The packet includes detailed information on the resolution process.

We encourage each city council to consider the resolution and determine a city position so your voting delegate can represent your city's position on the resolution.

Voting Delegates: City councils must appoint a voting delegate to vote during the General Assembly. Each city may also appoint up to two alternate delegates. If your city has not already done so, please appoint your voting delegate by Sept. 25. [The voting delegate packet](#) contains more information.

The Cal Cities 2024 General Assembly will be held Oct. 18 at 8:30 a.m. in the Long Beach Convention Center during the [Annual Conference and Expo](#).

For questions about resolutions, voting delegates, or the General Assembly, please contact [Zach Seals](#).



LEAGUE OF
**CALIFORNIA
CITIES**

2024 **Resolutions Packet**

Information on 2024 Resolutions Process

Consideration by Policy Committee (pre-conference)

Per the Cal Cities bylaws, the Cal Cities President has referred the submitted resolution to the [Governance, Transparency, and Labor Relations Policy Committee](#). The committee will meet on Oct. 3 at 10 a.m. via Zoom to review the resolution and make a recommendation that will be sent to the Resolutions Committee. A public comment period will be held during the meeting. Register for the meeting [here](#).

A list of recommendations the policy committee may make during its meeting are on page three of this packet.

Consideration by Resolutions Committee (during conference)

On Oct. 17 at 1:30 p.m. the Resolutions Committee will meet to review the resolution and the recommendation of the policy committee.

The Resolutions Committee consists of one representative from each of Cal Cities caucuses, departments, divisions, and policy committees, as well as up to ten additional appointments made by the Cal Cities President. A public comment period will be held during the meeting. Refer to the onsite conference program for the location.

A list of recommendations the Resolutions Committee may make during its meeting are on page three of this packet.

Consideration by the General Assembly (during conference)

The General Assembly will convene on Oct. 18 at 8:30 a.m. to consider any qualified resolutions. To vote during the General Assembly, voting delegates must have checked-in at the voting delegate booth.

Conference attendees will receive materials for the General Assembly on the evening of Oct. 17. For more information on voting and discussion procedures during the General Assembly, see page four of this packet.

Petitioned Resolutions (during conference)

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. To initiate a petitioned resolution, voting delegates from 10% of member cities must sign the petition. The resolution and signatures are due at least 24 hours before the beginning of the General Assembly. Voting delegates who have checked-in at the voting delegate booth can receive more information on petitioned resolutions at the booth onsite.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

Policy Committee and Resolutions Committee Actions

The submitted resolution will be heard by the policy committee to which it was assigned, and the Resolutions Committee. The below table shows what recommendations these bodies may make on the resolution.

Policy Committee Actions	Resolutions Committee Actions
Approve	Approve
Disapprove*	Disapprove*
No Action	No Action
Amend and approve	Amend and approve
Refer to appropriate policy committee for further study*	Approve as amended
Refer as amended to appropriate policy committee for further study*	Refer to appropriate policy committee for further study*
	Refer as amended to appropriate policy committee for further study*
	Approve with additional amendment(s)
	Additional amendments and refer to appropriate policy committee for further study*

**If a resolution is disapproved or referred for further study by all policy committees to which it is assigned and the Resolutions Committee, it will not proceed to the General Assembly.*

General Assembly Voting and Discussion Procedures

Discussion Procedures:

Discussion procedures during the General Assembly are guided by two calendars: the Consent Calendar and the Regular Calendar. As seen below, resolutions are calendared by the recommendations they receive from policy committees and the Resolutions Committee.

For General Resolutions:

Policy Committee Recommendation	Resolutions Committee Recommendation	Calendar
Approve	Approve	Consent Calendar
Approve	Disapprove or refer	Regular Calendar
Disapprove or refer	Approve	Regular Calendar
Disapprove or refer	Disapprove or refer	Does not proceed to General Assembly

For Petitioned Resolutions:

Policy Committee Recommendation	Resolutions Committee Action	Calendar
N/A	Approve	Regular Calendar
	Disapprove or Refer	Regular Calendar
	Disqualified	Does not proceed to General Assembly

Items on the Consent Calendar will be presented as one motion during the General Assembly from the Resolutions Committee chair. Unless an item on the Consent Calendar is set aside by the majority of the General Assembly, a vote will be taken on the whole calendar. If an item is set aside, it will be opened for discussion, followed by a vote.

Items on the Regular Calendar will be presented individually by the Resolutions Committee chair. After a recommendation is presented by the Resolutions Committee chair, the resolution will be opened for discussion by the General Assembly. A vote will take place following discussion.

Voting Procedures:

Per Cal Cities Bylaws Article XII, Sec. 2, all votes will be conducted by voice vote first. If the presiding official cannot determine the outcome a vote will be taken by an alternative method, typically a raise of voting cards by voting delegates. A roll call vote may be called for by delegates of ten percent or more of the General Assembly.

2024 Resolution

1. Resolution on Fair and Equal Treatment of All Governmental Officials at All Levels submitted by City of Glendora
 - Letters of concurrence submitted by:
 - i. April A. Verlato, Mayor, City of Arcadia
 - ii. Robert Gonzales, Mayor, City of Azusa
 - iii. Tim Hepburn, Mayor, City of La Verne
 - iv. Bill Uphoff, Mayor, City of Lomita
 - v. John M. Cruikshank, Mayor, City of Rancho Palos Verdes
 - Referred to Governance, Transparency, and Labor Relations Policy Committee
 - Policy Committee Recommendation:
 - Resolutions Committee Recommendation:

**Resolution No. 1: Fair and Equal
Treatment of All Governmental
Officials at All Levels submitted by
City of Glendora**

1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR THE CALIFORNIA LEGISLATURE TO ENACT LAWS THAT ENSURE THAT “WHAT APPLIES TO ONE, APPLIES TO ALL” IN THE FAIR AND EQUAL TREATMENT OF ALL GOVERNMENTAL OFFICIALS AT ALL LEVELS IN THE STATE OF CALIFORNIA

Source: City of Glendora

Concurrence of five or more cities/city officials

City Officials: April A. Verlato, Mayor, City of Arcadia; Robert Gonzales, Mayor, City of Azusa; Tim Hepburn, Mayor, City of La Verne; Bill Uphoff, Mayor, City of Lomita; John M. Cruikshank, Mayor, City of Rancho Palos Verdes

Referred to: Governance, Transparency and Labor Relations Policy Committee

WHEREAS, the General Assembly of the League of California Cities objects to the practice of the California Legislature of imposing rules limiting authority or regulating the conduct of local municipal officials that do not also apply to elected officials of the State of California; and

WHEREAS, examples of such rules or regulations that apply to local city elected officials that do not otherwise apply to the elected officials of the State of California include, but are not limited to:

California's open meeting rules, codified in the Ralph M. Brown Act, Government Code, Chapter 9, §§ 54950 *et seq.*, which purport to “declare[] that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people’s business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly,” but which limits its application to “local agencies,” but not including elected officials of the State of California;

Creating “one-off” exemptions, in the form of Senate Bill No. 174, from the California Environmental Quality Act (“CEQA”) which purportedly requires all government agencies to consider the environmental consequences of their actions before approving plans and policies or committing to a course of action on a project in order to demolish and then rebuild State offices for the Governor and other State officials;

Adopting rules, in the form of Senate Bill No. 1439, amending the Political Reform Act (the "Act"), by removing the exception for local elected officers from contribution limits requiring disqualification on development project decisions," but not including elected officials of the State of California;

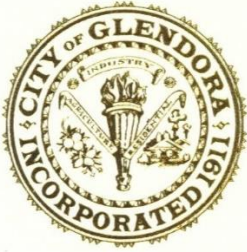
Adopting rules, in the form of Assembly Bill No. 571, that apply to city and county candidates for local elected office, but not to candidates for state-wide office, including, but not limited to: prohibiting the making a contribution over the AB 571 limit to another candidate in jurisdictions subject to the AB 571; requiring a candidate that has qualified as a committee to establish a separate controlled committee and campaign bank account for each specific office; prohibiting a candidate from redesignating a committee for one election for another election.

WHEREAS, the General Assembly of the League of California Cities now calls upon the Governor and the California Legislature to adopt a policy, practice, and procedure requiring, in their legislative activities, that "what applies to one applies to all."

NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 18, 2024 in Long Beach, California, that the League calls upon the Governor of the State of California and the elected members of the California Legislature, including all members of the Senate and Assembly to adopt the following policy:

"The California State Legislature shall not enact, and the Governor shall not sign into law, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

Resolution No. 1: Letters of Concurrence



CITY OF GLENDORA CITY HALL

(626) 914-8201

116 East Foothill Blvd., Glendora, California 91741

FAX (626) 914-8221

www.ci.glendora.ca.us

July 10, 2024

The City Council of Glendora
is proposing the following resolution for consideration at the
California League of Cities annual conference
on
October 18, 2024

Proposed Resolution: ("To ensure fairness and equal treatment for all government officials in
California")

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

The following five city council members are in concurrence with their letters of support (attached):

- ✓ Mayor John Cruikshank, City of Rancho Palos Verdes
- ✓ Mayor Bill Uphoff, City of Lomita
- ✓ Mayor Robert Gonzales, City of Azusa
- ✓ Mayor April Verlato, City of Arcadia
- ✓ Mayor Tim Hepburn, City of La Verne

Please confirm receipt of this request.

Sincerely,

Michael Allawos
Council Member
City of Glendora



April A. Verlato
Mayor

July 9, 2024

Honorary Mike Allawos
Glendora City Councilmember
116 E. Foothill Blvd.
Glendora, CA 91741

RE: Support for "Glendora CalCities Resolution"

Dear Councilmember Allawos:

I would like to be a voice of support for Glendora's timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024.

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

I am an elected representative for our respective city, county, and state governance to do the people's work and be their collective voices. We should all have the same rules to be governed by.

Sincerely,

April A. Verlato
City of Arcadia Mayor

240 West Huntington Drive
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 574-5403 City Hall
averlato@ArcadiaCA.gov
www.ArcadiaCA.gov

July 8, 2024

Hon. Michael Allawos
Glendora City Councilmember
116 E. Foothill Blvd.
Glendora, CA 91741

Re: Support for "Glendora's CalCities Resolution"

Councilmember Allawos:

I would like to support Glendora's timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024:

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution "

I am an elected representative for the City of Azusa . We should all have the same rules to be governed by.

Sincerely,



Mayor Robert Gonzales

*The views or opinions expressed in this letter are intended to be interpreted as the individual work product of the author They do not necessarily reflect an official position of the City Council, staff or other entities



CITY OF LA VERNE CITY HALL

3660 "D" Street, La Verne, California 91750-3599
www.cityoflaverne.org

July 8, 2024

Ms. Kathleen Sessman
Glendora City Clerk
116 E. Foothill Blvd.
Glendora, California 91741

Re: Item 14 – Cal Cities Annual Conference Resolution

Dear Ms. Sessman:

As the Mayor of the City of La Verne, I would like to voice support for Glendora's timely and needed resolution, within agenda item #14, for the upcoming League of California Cities (Cal Cities) annual conference this coming October 18, 2024.

In its simplistic form, the proposed Resolution states what we all believe should be true for each and every elected official: We should all have the same rules to be governed by. No matter what level of government an official is elected to, we are here to do the people's work and be their collective voices. The Resolution simply states:

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

Whether the State Legislature or Governor heed our collective voices, we at the local level, through our Cal Cities membership, will have demonstrated our resolve that the basic leadership characteristic of leadership by example is the best approach to holding elective office.

Sincerely,

Tim Hepburn
Mayor

General Administration 909/596-8726 • Water Customer Service 909/596-8744 • Community Services 909/596-8700
Public Works 909/596-8741 • Finance 909/596-8716 • Community Development 909/596-8706 • Building 909/596-8713
Police Department 909/596-1913 • Fire Department 909/596-5991 • General Fax 909/596-8737

Bill Uphoff
Lomita, CA

July 8, 2024

Hon. Mike Allawos
Glendora City Councilmember
116 E. Foothill Blvd.
Glendora, CA 91741

Re: Support for "Glendora's CalCities Resolution"

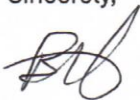
Dear Councilmember Allawos:

I would like to be a voice of support for Glendora's timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024.

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

I am an elected representative for our respective city, county, and state governance to do the people's work and be their collective voices. We should all have the same rules to be governed by.

Sincerely,



Bill Uphoff, Mayor
City of Lomita

The views or opinions expressed in this letter are intended to be interpreted as the individual work product of the author. They do not necessarily reflect an official position of the City Council, staff or other entities.

John M. Cruikshank
Rancho Palos Verdes, CA

July 6, 2024

Hon. Mike Allawos
Glendora City Councilmember
116 E. Foothill Blvd.
Glendora, CA 91741

Re: Support for "Glendora's CalCities Resolution"

Dear Councilmember Allawos:

I would like to be a voice of support for Glendora's timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024.

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

I am an elected representative for our respective city, county, and state governance to do the people's work and be their collective voices. We should all have the same rules to be governed by.

Sincerely,



John M. Cruikshank, Mayor
City of Rancho Palos Verdes

The views or opinions expressed in this letter are intended to be interpreted as the individual work product of the author. They do not necessarily reflect an official position of the City Council, staff or other entities.

Resolution No. 1: Staff Analysis

League of California Cities Staff Analysis on Resolution No. 1

Staff: Johnnie Pina, Legislative Affairs, Lobbyist
Committee: Governance, Transparency, and Labor Relations

Summary:

This Resolution states that the League of California Cities shall call upon the Governor of the State of California and the elected members of the California Legislature, including all members of the Senate and Assembly to adopt the following policy:

“The California State Legislature shall not enact, and the Governor shall not sign into law, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution.”

Background:

This resolution states that examples of the California Legislature imposing rules limiting authority or regulating the conduct of local municipal officials that do not also apply to elected officials of the State of California include, but are not limited to:

- California's open meeting rules, codified in the **Ralph M. Brown Act**, Government Code, Chapter 9, §§ 54950 *et seq.*;
- “One-off” exemptions, in the form of Senate Bill No. 174, from the **California Environmental Quality Act (“CEQA”)**;
- Rules, in the form of **Senate Bill No. 1439**, amending the **Political Reform Act** (the “Act”); and
- Rules, in the form of **Assembly Bill No. 571**, that apply to city and county candidates for local elected office, but not to candidates for state-wide office.

Ralph M. Brown Act

[The California Attorney General's \(AG\) Office](#) defines [The Ralph M. Brown Act](#) (Brown Act) as what governs meetings conducted by local legislative bodies, such as boards of supervisors, city councils and school boards. The AG's office states the Act represents the Legislature's determination of how the balance should be struck between public access to meetings of multi-member public bodies on the one hand and the need for confidential candor, debate, and information gathering on the other.

[The Ralph M. Brown Act](#) governs local agencies, the [Bagley-Keene Open Meeting Act](#) covers all state boards and commissions, and [Government code](#)

[9027](#) governs the state Legislature. The California Constitution also mandates open meetings for state agencies, boards, and commissions. Specifically, the Constitution requires that each local agency comply with the Brown Act (Article I, section 3(b)(7)): and that the proceedings of each house of the Legislature be open and public (with exceptions for employment matters; matters affecting security; confer with legal counsel; and to meet as a caucus (Article IV, section 7)).

Although fairly detailed requirements apply to state agencies and other state bodies, they do not apply to the Legislature. The Legislature has Constitutional authority to adopt rules for its proceedings that are consistent with the requirement that the proceedings of each house and the committees be open and public.

Another notable difference between the Legislature and a city council is the ability for Legislators to have a caucus to discuss a bill, express how they will vote, and to count votes. This is not allowed under the Brown Act. One other difference is that the laws governing teleconferencing for members of the state Legislature is far less flexible than it is for local bodies. However, state agencies have more flexibility than locals in that regard.

California Environmental Quality Act ("CEQA")

The Resolution cites the Legislature's action in exempting from CEQA the reconstruction of the State Capitol Annex building. The State Legislature enacted the [California Environmental Quality Act \(CEQA\)](#) in 1970, establishing it as a public disclosure law for the environmental review of discretionary projects and a process for mitigating or avoiding potential environmental impacts.

[SB 174 \(Committee on Budget and Fiscal Review\)](#) Chaptered by Secretary of State. Chapter 74, Statutes of 2024 was signed into law July 2, 2024. This bill exempts the work performed under the State Capitol Building Annex Act of 2016 from the California Environmental Quality Act (CEQA). In this example the Legislature exempted themselves as not being considered a "public agency," "state agency," or "lead agency" under CEQA. A lead agency under CEQA is the public agency that has the principal responsibility for carrying out or approving a project that is subject to CEQA.

Over the years, the Legislature has also created many CEQA exceptions and exemptions for local projects involving local agencies as well.

The Political Reform Act (PRA) - Senate Bill No. 1439

[SB 1439 \(Glazer\)](#) Chaptered by Secretary of State. Chapter 848, Statutes of 2022 amends section 84308 and is aimed at preventing "pay-to-play" practices, in part by prohibiting parties, participants, and their respective agents in a

proceeding involving a license, permit, or other entitlement for use from contributing more than \$250 to an officer of an agency during a 12 month period. When the Levine Act was first enacted in 1982, Section 84308 applied to appointed members of boards and commissions who were running for elective office. SB 1439 expended this law to now apply to local elected officials. Since it is focused on permits and licenses, it now applies to State agencies and local agencies that approve permits and licenses. Section 84308 does not apply to the Legislature or the Courts. It is important to note that unlike local governments, neither issue permits and licenses.

The Political Reform Act (PRA) - Assembly Bill No. 571

[AB 571 \(Mullin\)](#) Chaptered by Secretary of State. Chapter 556, Statutes of 2019 established default campaign contribution limits for county and city office at the same level as the limit on contributions from individuals to candidates for Senate and Assembly, effective January 1, 2021. This bill permitted a county or city to establish its own contribution limits, which would prevail over these default limits.

The Resolution cites AB 571 as an example of treating cities differently than the State. The Fair Political Practices Commission clarifies in their [AB 571 fact sheet](#) that under AB 571 a city may elect to have "no" contribution limit in which case the state contribution limit will not apply as a default for that jurisdiction. A city or county can set contribution limits higher than the default state limit, AB 571 sets a default in line with contributions Assembly Members and Senators if a city or county is silent on contribution limits.

Fiscal Impact:

Unknown.

Existing Cal Cities Policy:

Mission Statement

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

We Believe:

- Local self-governance is the cornerstone of democracy.
- In the involvement of all stakeholders in establishing goals and in solving problems.
- In conducting the business of government with transparency, openness, respect, and civility. The spirit of honest public service is what builds communities.
- Open decision-making that is of the highest ethical standards honors the public trust.
- The vitality of cities is dependent upon their fiscal stability and local autonomy. The active participation of all city officials increases Cal Cities' effectiveness.

- Partnerships and collaborations are essential elements of focused advocacy and lobbying.
- Ethical and well-informed city officials are essential for responsive, visionary leadership and effective and efficient city operations.

Comments:

Additional Examples

The Legislature has passed and the Governor has signed many laws that apply to local governments and do not apply to the state or the state Legislature. This year [AB 2561 \(McKinnor\)](#) was introduced, which requires local governments to present in a public meeting a detailed report about their vacancy rates and detailed information about their hiring practices. This is an attempt to address public sector vacancy rates. This bill does not apply to the state in a time when they are also dealing with high vacancy rates.

Additionally, there were several bills that aim to amend the Levine Act, which now applies to local elected officials, to make changes to SB 1439, referenced previously in the analysis. None of the bills would amend the law to be applicable to Assembly Members or Senators.

[AB 817 \(Pacheco\)](#), co-sponsored by Cal Cities tried to bring parity to the Brown Act by making the teleconference rules for state advisory bodies the same for local advisory bodies but the Legislature struck the bill down.

Applying to elected officials or to the legislative body? Legislature or the State?

The resolution also states, "... applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate."

This portion of the resolve clause is specifically speaking to local elected officials and State Assembly Members and Senators. However, many of the "where as" clauses are in reference to laws that apply to cities, the state and the Legislature as government agencies and not specifically to the elected officials on the governing bodies. For example, the Brown Act applies rules to the Legislative body and not the individual council member. Additionally, the city council as a whole is the lead agency under CEQA and not the individual council members.

Inherent Powers of the Legislative Branch

The resolution also states, "This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

It is unclear what inherent powers of the legislative branch under the California Constitution means in this context. The legislative branch does have the power

of preemption over cities and can state that a change in law is a matter of state wide concern. This allows the legislative branch to apply new laws or amend existing laws to apply to general law and charter cities. It seems like the last sentence of the resolve clause could negate the rest of the resolve clause if not clarified.

Support:

The following letters of concurrence were received:

April A. Verlato, Mayor, City of Arcadia

Robert Gonzales, Mayor, City of Azusa

Tim Hepburn, Mayor, City of La Verne

Bill Uphoff, Mayor, City of Lomita

John M. Cruikshank, Mayor, City of Rancho Palos Verdes



**SUPPLEMENTAL AGENDA MATERIALS
CITY COUNCIL MEETING
September 17, 2024
(Revised September 18, 2024)**

REGULAR CITY COUNCIL MEETING (6:00 PM)

- 1. Public Comments (Not on the Agenda and Consent Calendar)**
- 2. Agenda Item No. 7.C. – United Against Hate Week**
 - a. Public Comments
- 3. Agenda Item No. 8.A. - Fire Hazard Abatement**
 - a. Revised Exhibit A to Resolution (List of Properties)
 - b. Public Comments
- 4. Agenda Item No. 8.B. - Development Agreement for the 1715 Elm Street Project**
 - a. Presentation
- 5. Agenda Item No. 9.A. - Police Equipment and Services Agreement with Axon Inc.**
 - a. Presentation
- 6. Agenda Item No. 9.B. - FY 2023-24 General Fund Budget Quarterly Update through June 2024**
 - a. Presentation
 - b. Public Comments

General Public Comments

From: [Cordell Hindler](#)
To: [City Clerk](#)
Subject: Public Comments
Date: Friday, September 13, 2024 3:14:41 PM

Caution! This message was sent from outside your organization.

Hello Mayor Rudnick, Council Members and Staff,

I AM Submitting the Following Comments into the Record:

1. For a Future Meeting, The Council Should Invite Danny Wan to Present on the Port of Oakland
2. I Am in full support of Item H on the Consent Calendar

Sincerely
Cordell

From: [Ira Sharenow](#)
To: [Holly Charléty](#); [City Clerk](#)
Subject: 5 Not on the Agenda
Date: Tuesday, September 17, 2024 12:49:39 PM

Caution! This message was sent from outside your organization.

I did some follow up and called the state auditor to find out when the next report is coming out. I was told that El Cerrito is part of the auditor's high risk report which will come out in the fall.

[ca.gov](https://www.ca.gov)

2024-801 Local High Risk Follow Up

Ira Sharenow

El Cerrito, CA

From: [Dean Kertesz](#)
To: [City Clerk](#)
Subject: public comments – agenda item # 7.C.
Date: Monday, September 16, 2024 2:39:10 PM

Caution! This message was sent from outside your organization.

Dear Members of the City Council,

I am writing to you in support of Agenda Item 7.C., the proclamation designating September 21 –27, 2024, as “United Against Hate Week”

I want to take this opportunity to thank you for your steadfast strength and courage against endorsing speech or resolutions that are harmful to the El Cerrito Jewish community. Over the past year the rhetoric of some of the public comments made in the City Council chamber have called for the elimination of the State of Israel, attacked the mayor, and expressed blatant anti semitism. That may not have been the intent of the speakers, but we Jews felt it as hate speech. As we all know, impact is what matters, not intent.

I also know that you have been called names and had your morality called into question during this time period. I feel deep empathy for what you have been through and am deeply grateful for your strength and character. Through your actions you have demonstrated that there is no room for hate in El Cerrito

I thank you for seeing the Jewish community and not giving in to hate.

Sincerely, Dean Kertesz

From: [D. Dorenz](#)
To: [City Clerk](#)
Subject: item # 7C
Date: Monday, September 16, 2024 7:11:37 PM

Caution! This message was sent from outside your organization.

Dear El Cerrito City Council members:

I was very moved by the proclamation against hate that you decided to put forth in order to stem the tide of intolerance, and bigotry that is working to destroy our pluralistic democracy. As a Jewish resident I deeply appreciate your stating so clearly what your values are. I hope that other cities will do the same.

You are setting a wonderful role model for democracy that has been missing in our government, our media, in our schools and businesses. Without a clear education about what a pluralistic democracy actually is, there is no way for our children and others to defend it. The hateful language against the Jewish people has been extremely upsetting and frightening. Calling for the destruction of an entire state of people is definitely hate speech, but we don't have enough means legally to make it stop. So your setting the "tone" is very helpful.

Take care,
Dorothea Dorenz

--

Dorothea Dorenz

EXHIBIT A

As of 9/16/24

City of El Cerrito Fire Department
List of Real Property Constituting Public Nuisances

APN	Street Address
505-351-018-5	1101 Arlington Blvd
509-120-015-3	10919 San Pablo Ave

From: [nick zamorano](#)
To: [City Clerk](#)
Subject: Public Comment Agenda Item 8A
Date: Tuesday, September 17, 2024 1:21:22 PM

Caution! This message was sent from outside your organization.

I am writing in support of the Fire Hazard Abatement item 8A. I am directing my comments at the property located at 1101 Arlington Blvd. I am very familiar with this property as I live adjacent to 1101 and frequently walk by Brewster Dr and Betty Ln. This property has come to the attention of ECFD and council on too many occasions. In 2023, measure x funds were used to abate the property after the owner failed to voluntarily abate. Although I am in favor of using any means to help property owners to comply with the cities vegetation management standards, I believe tax payer monies would be better served cleaning up the HNA of overgrown vegetation, brush and eucalyptus trees. More importantly, neighbors along Brewster Dr. and Betty Ln are frustrated with the fire hazard that this property has posed for several years. Dead trees, pine needles, tree trunks, fallen tree limbs and other debris line the property along Brewster Dr. and Betty Ln. The neighbors are very concerned about the safety of their lives let alone the fire danger to their homes. They have told me that they have voiced their concerns to ECFD and the fire prevention officer but no significant improvement has occurred.

It's important that council address this matter at tonight's meeting and focus on what can be done to bring this property in compliance either voluntarily or by abatement. This would be an incentive to other city residents to voluntarily comply in future years. Oftentimes I am told by some residents "why should I clean up my yard if the city won't do anything about 1101." If the city is serious about fire safety in El Cerrito they must ensure that ALL property owners maintain their properties in accordance with the vegetation management standards set forth by council and ECFD.

Thank you for your attention to this issue.

Nick Zamorano
El Cerrito Resident

1715 Elm Street Development Agreement

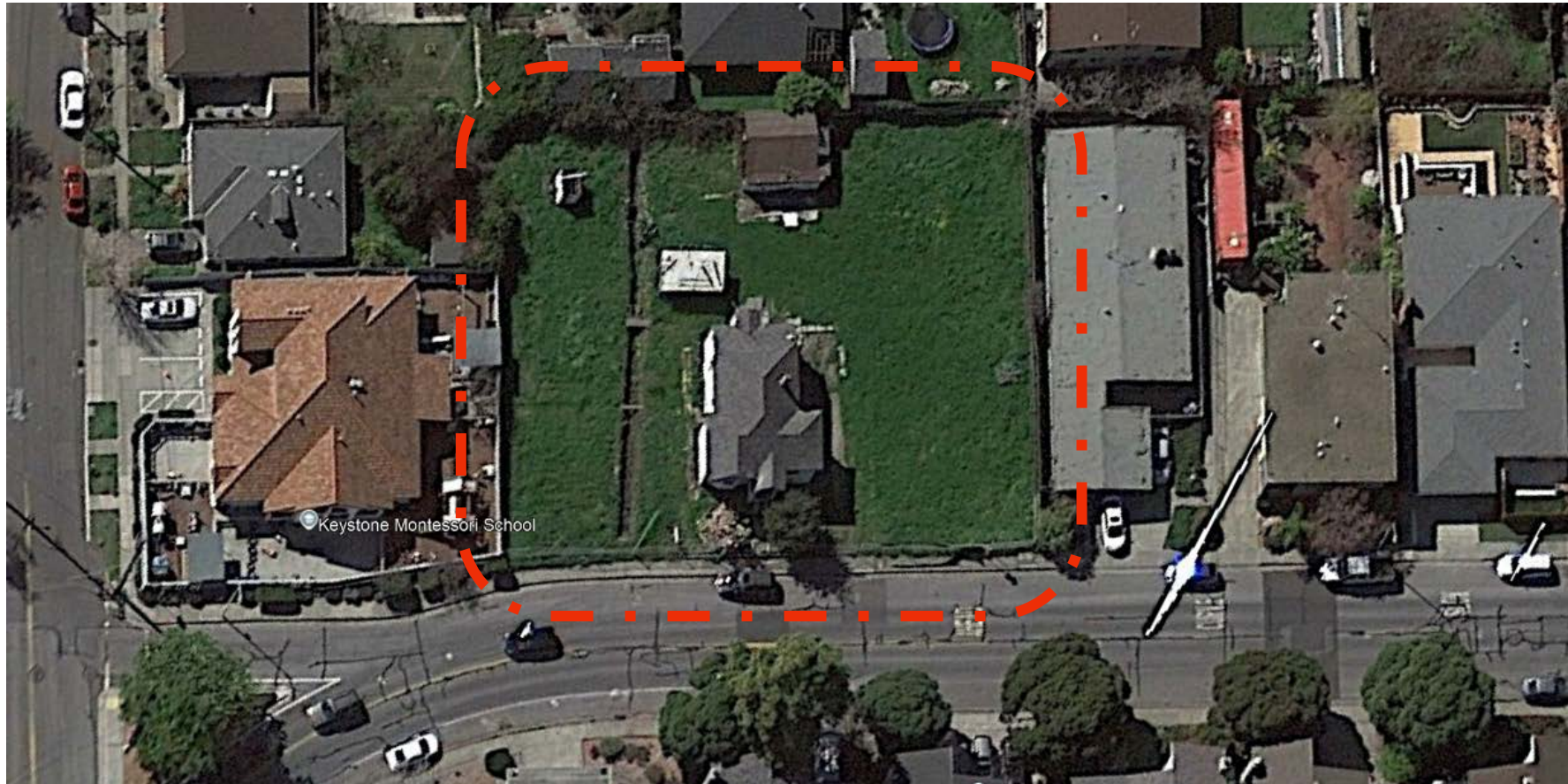
El Cerrito City Council
September 17, 2024



Background

- Project application submitted in 2005
- Project approved in 2014
 - Initial Study/Mitigated Negative Declaration
 - Zoning amendment – PD zoning
 - Planned Development Use Permit
 - Development Agreement
 - Design Review
- Ownership of project changed
- Building permits issued in 2022-2023

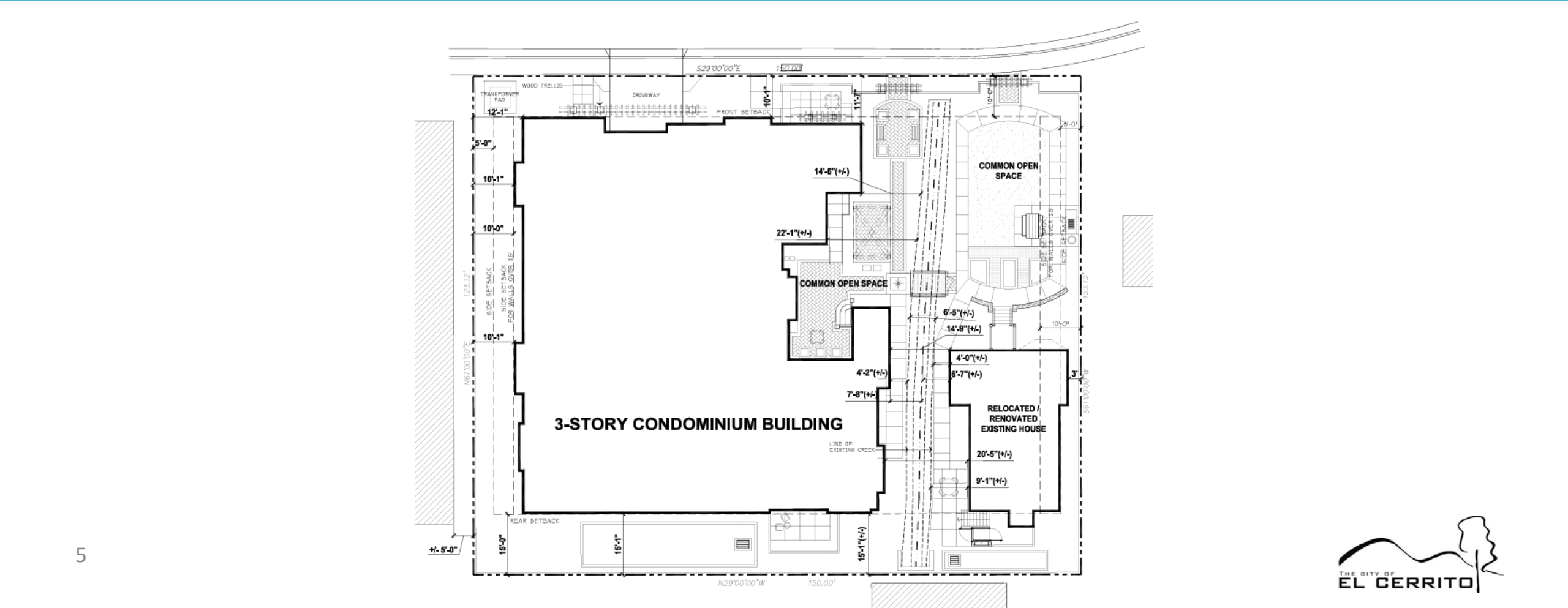
Original Site Condition



Project Description

- 14 condominium units
- Relocated historic house
- Common open space
- Creek in existing open rock-lined channel
 - JARPA permit required
- City lease of historic structure
 - \$1.00 for 99 years
 - Can sublease to non-profit

Site Plan



Building Elevations



Development Agreement

- Required by PD zoning
- Adopted in 2014
- Amended in 2019
 - Extended to 2024
 - Added requirement for inclusionary housing

Requested Action

- Adopt new development agreement
- New parties
- 5-year term
- Same terms as 2019 amendment

Questions, Answers, Discussion

Thank you!



Agenda Item No. 9.A.



Axon Agreement

Paul Keith, Chief of Police

September 17, 2024

Cost Structure



5-year Agreement



Annual costs between \$156,712.74 and \$157,120.08



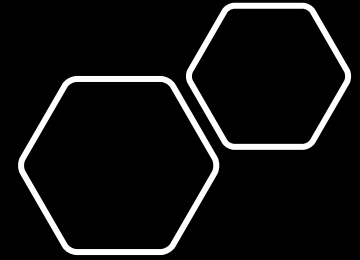
Total Agreement Cost: **\$785,193.05**

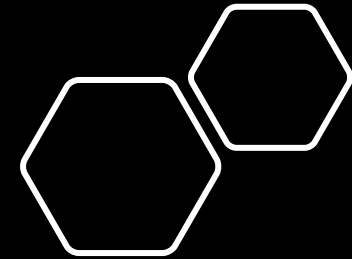


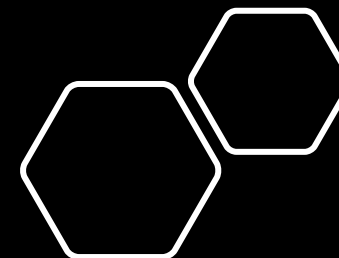
Savings from Bundling Services and Equipment: \$195,546.10

Equipment and Services

- Body Worn Cameras
- Taser 10 Devices
- Evidence.com
- Fleet In-Car Cameras
- Axon Community Request
- Axon Auto-Tagging (Records Integration)







Important Integrations

Mark 43 Records
Management
System

Flock Safety
Automated
License Plate
Reader System

Contra Costa
County District
Attorney's Office

Axon Agreement

Paul Keith, Chief of Police
September 17, 2024



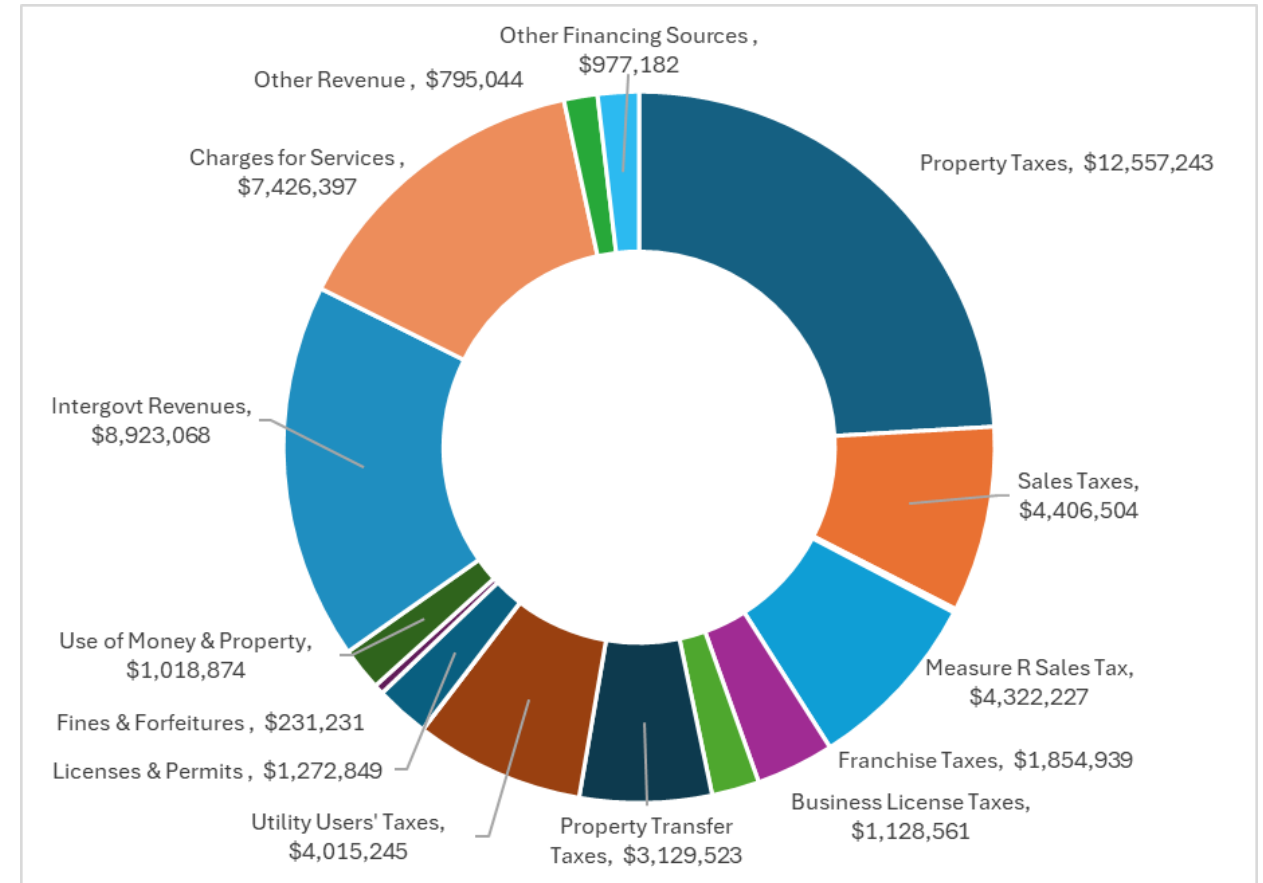


General Fund Budget Update Quarter ending June 30, 2024

September 17, 2024

General Fund Budget Update - Revenue

- Revenue – 7% above budget
 - Sales Tax – calling out Measure R separately – going forward as Measure G
 - Real Property Transfer Tax
 - \$3,129,523
 - Use of Money and Property
 - Interest income
 - Rental charges
 - Intergovernmental/Other Revenue/Other Financing Sources



General Fund Budget Update - Expenditures

	Budget Amount (Amended)	YTD - Q4 Projected Amount	% of Budget	Remaining Budget	PO Roll To FY25
Administration	\$8,076,150	\$7,504,787	93%	\$571,363	\$53,930
Community Development	4,892,425	4,267,376	87%	625,049	231,153
Fire	14,873,622	14,646,397	98%	227,225	75,052
Non-departmental	4,111,447	4,049,025	98%	62,422	0
Police	13,663,610	13,143,717	96%	519,893	173,935
Public Works	2,849,926	2,615,498	92%	234,428	18,190
Recreation	6,524,937	6,113,389	94%	411,548	52,364
Total	\$54,992,117	\$52,340,189	95%	\$2,651,928	\$604,624

General Fund Budget Update – Mid-Year

Beginning Fund Balance	16,214,375
FY 2022-23 Surplus	6,928,706
PO Roll-Forward	(1,000,000)
Adjusted FY 2022-23 Surplus	5,928,706
Unassigned Fund Balance	22,143,081
Allocation to General Fund Reserve	(4,389,018)
Allocation to EDRF	(9,000,000)
Allocation to Section 115 Trust	(1,000,000)
33% of Surplus reserved for UAL or Pension or OPEB	(508,097)
Remaining Unassigned Fund Balance	7,245,966
Approved adjustments during FY 2023-24	(3,109,778)*
Recommended Adjustment for FY 2023-24 Operations	(2,292,554)
Remaining Unassigned Fund Balance	1,843,634

- **Mid-Year Adjustments**
 - \$2,292,554 in approved adjustments (reducing fund balance)
- **Other Approved Adjustments**
 - \$3,109,778
 - 1.6M Purchase of Church building/land
 - 1.08M Onetime CIP deferred maintenance
 - 420k in other requests
- **Approved reduction in fund balance of \$6.4M – Not needed**

General Fund Budget Update

	Budget (Amended)	Projected FY24	Total Improvement
FY23 General Fund Fund Balance (actual)	\$ 23,143,081	\$ 23,143,081	
Projected Change in Fund Balance	(6,309,154)	(185,914)	
Projected FY24 Fund Balance	16,833,927	22,957,167	
EDRF	(9,000,000)	(9,000,000)	
Section 115	(1,372,890)	(1,372,890)	
FY24 Projected Unrestricted Fund Balance	6,461,037	12,584,277	
FY25 Expenditure Budget	51,352,492	51,352,492	
FY24 PO Roll to FY25	604,624	604,624	
10% Reserve (minimum)	5,195,712	5,195,712	
Discretionary	1,265,325	7,388,566	
FY 24 Projected Ending Total GF FB	\$ 16,833,927	\$ 22,957,167	\$ 6,123,240

- **Mid-Year Adjustments**
 - Fund balance appropriations don't add new revenue
- **Original change in fund balance –**
\$93,178
- **Amended change in fund balance –**
(\$6.4M)
- **Projected change in fund balance –**
(\$185,914)

General Fund Budget Update – Conclusion

- **Revenue – 7 % over budget**
 - Extensive efforts to align budgeted projections for FY25
- **Expenditures – 5% under budget**
 - Continued efforts to align budget more accurately reflect spending
- **Questions?**

Purchase Order Roll Forward

Fund	Adopted FY 2024-25 Budget	Purchase Order Roll Forward	Total Appropriations FY 2024-25
General Fund (101)	\$51,352,491.54	604,623.85	\$51,957,115.39
Gas Tax (201)	727,849.01	19,903.58	747,752.59
National Pollu. & Disch. Elimination (202)	427,164.31	1,913.43	429,077.74
Measure J Return to Source (204)	792,482.77	110,000.00	902,482.77
Measure J Storm Drain (205)	632,278.51	25,324.66	657,603.17
Measure H Parcel Tax (207)	897,304.20	41,125.59	938,429.79
Vehicle Abatement (209)	200,000.00	7,889.41	207,889.41
Street Improvements (211)	3,962,941.90	20,800.00	3,983,741.90
SB1-Road Repair & Account (212)	936,984.00	448,690.79	1,385,674.79
Federal, State and Local Grants (221)	1,277,000.00	24,139.00	1,301,139.00
C.O.P.S. Grant (222)	306,000.00	2,002.14	308,002.14
Donations (225)	100,000.00	45,184.00	145,184.00
Low & Moderate Income Housing (232)	35,000.00	32.60	35,032.60
Capital Improvements (301, 303, 304)	2,140,000.00	11,010,937.88	13,150,937.88
Integrated Waste Management (501)	4,820,117.42	590,577.40	5,410,694.82



Thank you!

From: [Ira Sharenow](#)
To: [Holly Charléty](#); [City Clerk](#)
Cc: [Tessa Rudnick](#); [Lisa Motoyama](#); [Paul Fadelli](#)
Subject: Item 9B 4th quarter financials
Date: Tuesday, September 17, 2024 12:09:29 PM

Caution! This message was sent from outside your organization.

The fiscal year 2024 budget was supposed to have expenditures of \$48,435,585. Instead the city spent \$52,340,189

That means the city was \$3,904,604 over budget. Why was the city so far over budget?

Given the city is spending so much, why is there no money for a senior center?

Ira Sharenow

El Cerrito, CA