Mayor
Gabe Quinto
Mayor Pro Tem
Rebecca Saltzman

THE CITY OF EL CERRITO

AGENDA

Councilmembers
William Ktsanes
Lisa Motoyama
Carolyn Wysinger

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TUESDAY, JANUARY 20, 2026

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

Closed Captions available Via Zoom:
https://us06web.zoom.us/j/82568843935?pwd=0jXaS27DJnhJB9qIGzLuaHVU71L0vm.1
Meeting ID: 825 6884 3935 **Passcode:** 115415 **Dial in:** 1-408-638-0968

View:
1. Cable T.V. Broadcast on KCRT Channel 28
2. Livestream Online at www.elcerrito.gov/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@elcerrito.gov 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.**

Mayor
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AGENDA

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

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

2. TELECONFERENCE AND PUBLIC COMMENT INSTRUCTIONS

3. COUNCIL/STAFF COMMUNICATIONS

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

4. ORAL COMMUNICATIONS FROM THE PUBLIC

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

5. PRESENTATIONS

A. Citizens Street Oversight Committee Annual Report for Fiscal Year 2023-2024

Action Proposed: Receive and file the Citizens Street Oversight Committee Annual Report for Fiscal Year 2023-2024 to the City Council and Citizens of El Cerrito.
Contact: Kathy Fleming, Citizens Street Oversight Committee Chair; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

B. 2025 El Cerrito National Community Survey Presentation

Action Proposed: Receive and file a presentation of results from the 2025 National Community Survey conducted in El Cerrito.
Contact: Grace Arneson, Senior Project Manager, Polco; Will Provost, Assistant to the City Manager, City Management

6. ADOPTION OF THE CONSENT CALENDAR

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

A. Committee on Aging Appointment

Action Proposed: Approve the Committee on Aging recommendation and appoint Melissa Newton to the Committee, effective January 20, 2026.
Contact: Bridget Cooney, Recreation Supervisor, Recreation Department

B. Committee on Aging Recommendation

Action Proposed: Recieve and file a recommendation from the Committee on Aging.
Contact: Bridget Cooney, Recreation Supervisor, Recreation Department

C. Park and Recreation Commission Recommendation

Action Proposed: Recieve and file a recommendation from the Park and Recreation Commission.
Contact: Chris Jones, Recreation Director, Recreation Department

D. Monthly Disbursement and Check Register Report for November 2025

Action Proposed: Receive and file the Monthly Disbursement and Check Register Report for the month of November 2025.
Contact: Crystal Reams, Finance Director/City Treasurer, Finance Department

E. Monthly Disbursement and Check Register Report for December 2025

Action Proposed: Receive and file the Monthly Disbursement and Check Register Report for the month of December 2025.
Contact: Crystal Reams, Finance Director/City Treasurer, Finance Department

F. Letter of Support for El Cerrito Police Participation in the Active Bystandership for Law Enforcement Program Administered by Georgetown Law

Action Proposed: Pass a motion authorizing the Mayor to sign a letter, on behalf of the City Council, in support of the El Cerrito Police Department's participation in the Active Bystandership for Law Enforcement (ABLE) program administered by Georgetown Law.
Contact: Paul Keith, Chief of Police, El Cerrito Police Department

G. Amendment to Consulting Services Agreement with California Public Policy Group for Grant Writing and Legislative Advocacy Services

Action Proposed: Adopt a resolution authorizing the City Manager to execute an amendment to the consulting services agreement with California Public Policy Group (CPPG) in an amount not to exceed $82,500 for grant writing and legislative advocacy services in Fiscal Year 2025-26, and not to exceed $86,900 in Fiscal Year 2026-27 and $90,980 in Fiscal Year 2027-28.
Contact: Alexandra Orologas, Assistant City Manager; Will Provost, Assistant to the City Manager, City Management

H. Approve an Agreement with CentralSquare Technology for Community Development Permitting and Licensing Software

Action Proposed: Adopt a resolution authorizing the City Manager to approve a five-year agreement with CentralSquare Technologies LLC (CentralSquare) for permitting and licensing software solutions used by the Community Development and Public Works Departments in an amount not to exceed $345,905 over a five-year term.
Contact: Eric Ng, Information Technology Manager, City Management

I. Extension of Subregional Transportation Mitigation Program (STMP) Cooperative Funding Agreement with the West Contra Costa Transportation Commission for the El Cerrito del Norte Transit-Oriented Development Complete Streets Improvement Project

Action Proposed: Adopt a resolution authorizing the City Manager to execute an addendum to extend the expiration date of the Subregional Transportation Mitigation Program (STMP) Cooperative Funding Agreement with the West Contra Costa Transportation Commission (WCCTC) for the El Cerrito del Norte Transit-Oriented Development (TOD) Complete Streets Improvement Project.

Contact: Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

7. PUBLIC HEARINGS

8. POLICY MATTERS

A. Accept Certification of Sufficiency of Citizens Initiative Petition for "The El Cerrito Library Initiative" and Consider Options Related to the Election on the Ordinance Proposed by the Initiative Petition

Action Proposed: Approve a Resolution to accept the certification of the sufficiency of the Citizens Initiative Petition titled "The El Cerrito Library Initiative" (referred to in this report as "the Initiative"); and take action to 1) Request a report on potential impacts of the Initiative as authorized by California Elections Code section 9212, or 2) Approve a resolution to submit the proposed ordinance to the voters without alteration at the next regular election for the City of El Cerrito to be held on November 3, 2026, or at a special election to be held not less than 88 days nor more than 103 days from the order of the election.
Contact: Holly M. Charléty, City Clerk, City Management

B. El Cerrito Library Facility Update

Action Proposed: Receive a presentation on the El Cerrito Library, including status and limitations of the current facility and an overview of conceptual scenarios and associated cost ranges for a modern, accessible, full-service library; and provide staff direction if applicable.
Contact: Will Provost, Assistant to the City Manager, City Management; Melanie Mintz, Community Development Director, Community Development Department

9. 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.

A. 2026 Local Liaison Assignments

The Mayor will announce the 2026 City Council Liaison Assignments to City Boards, Commissions, and Committees and to Regional Bodies.

10. ADJOURN REGULAR CITY COUNCIL MEETING

The next regularly scheduled City Council meeting is Tuesday, February 3, 2026 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. 5.A.

Date: January 20, 2026
To: El Cerrito City Council
From: Kathy Fleming, Citizens Street Oversight Committee Chair; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Subject: Citizens Street Oversight Committee Annual Report for Fiscal Year 2023-2024

ACTION PROPOSED
Receive and file the Citizens Street Oversight Committee Annual Report for Fiscal Year 2023-2024 to the City Council and Citizens of El Cerrito.

On December 15, 2025, the Citizens Street Oversight Committee met to review expenditures of revenue collected pursuant to Chapter 4.60 of the El Cerrito Municipal Code to determine whether such funds were expended for the purposes specified in the Fiscal Year 2023-24 Expenditure Plan as approved by the City Council of the City of El Cerrito. The expenditures reviewed were reported for Fiscal Year 2023-24 and were summarized in the City's Annual Financial Comprehensive Report. Further, the Committee reviewed the Agreed Upon Procedures Report issued by the City's independent auditors, Chavan & Associates, LLP, which indicated that no exceptions were noted related to the City's compliance with the terms, covenants and conditions of the Master Installment Sale Agreement related to the bond issuance. The Committee also previously reviewed a detailed list of preliminary/unaudited revenues and expenditures and vendors to whom the expenditures were made at their meeting of December 9, 2024.

By a unanimous vote as indicated below, the Committee found that the expenditures were an appropriate use of the Pothole and Local Street Improvement and Maintenance Transactions and Use Tax as approved by the City of El Cerrito City Council. The Committee is hereby reporting their findings to the City Council and the citizens of the City of El Cerrito pursuant to Section 2.04.320 C of the El Cerrito Municipal Code.

Additionally, the Committee acknowledges and fully supports that the City Council, in their resolutions authorizing expenditures of these funds as budget amendments, are confirming that the expenditures are an appropriate use of the Pothole Repair and Local Street Improvement and Maintenance Transactions and Use Tax.

AYES: Chair Kathy Fleming, Vice-Chair Vanessa Hill, and Committee Member Jia Ma
NOES: None
ABSENT: None

STRATEGIC PLAN CONSIDERATIONS
This action supports the City's Strategic Plan Goal(s) of:

- *High Performing Organization*

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:

Karen Pinkos, City Manager

Attachments:

Polco

THE NCS™

THE NATIONAL COMMUNITY SURVEY™

El Cerrito, CA

The National Community Survey™

2025 Results

Polco

Civic Communication & Analytics Platform

Smarter, better-connected communities. A civic surveying, policy polling, and constituent communication tech platform.

Visit us online at

polco.us

National Research Center

Advanced Survey Science & Performance Analytics

Data insights to help communities move forward. The premiere provider of professional civic surveys and performance benchmarking analyses.

ICMA

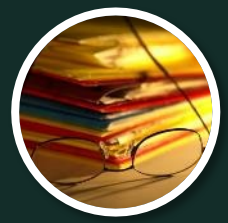
NLC NATIONAL LEAGUE OF CITIES

CITIES STRONG TOGETHER

Resident Surveys in Local Governance

Monitor trends in resident opinion

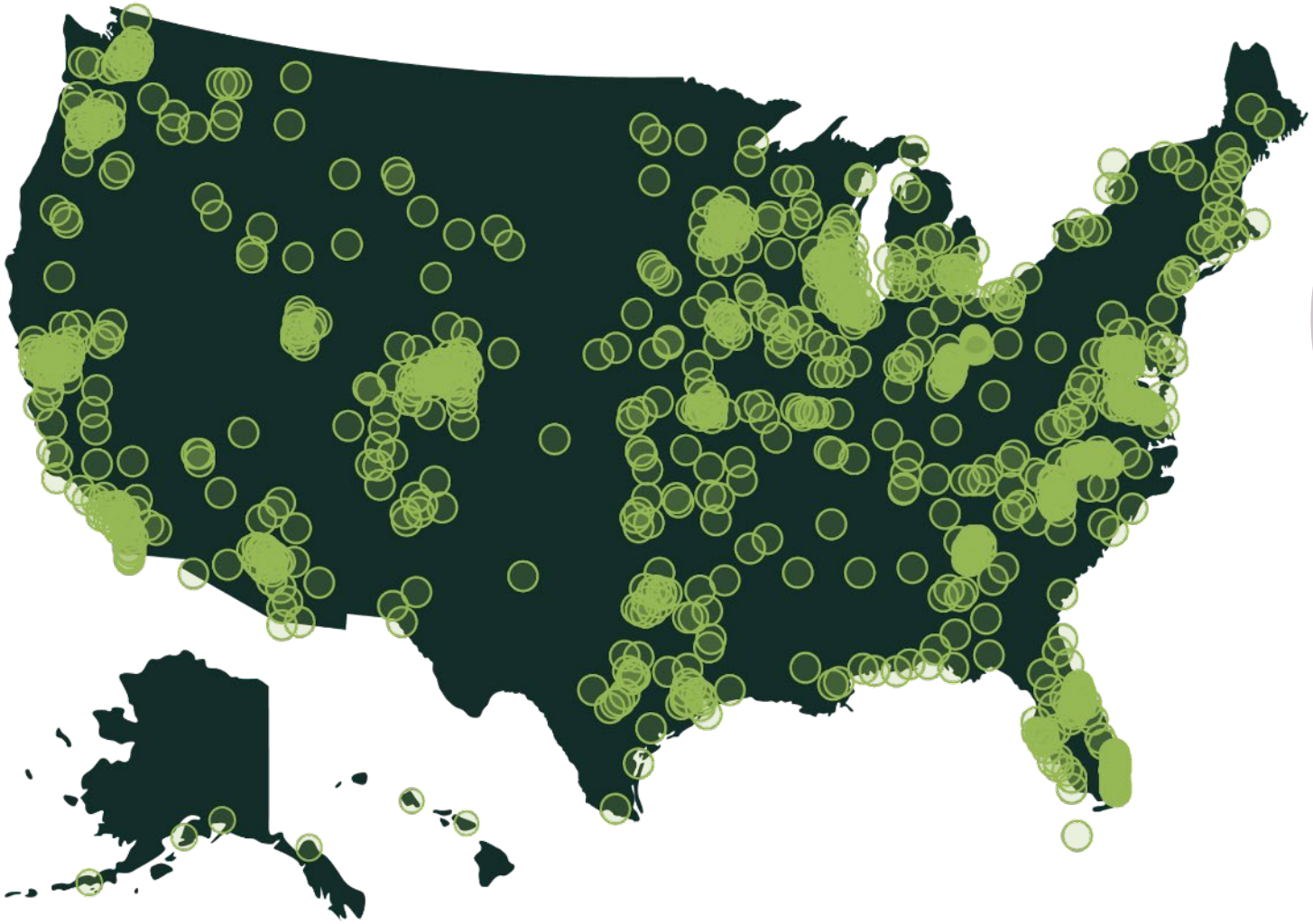
Measure government performance



Inform budget, land use, strategic planning decisions

Benchmark against other communities

Polco's Benchmarking Database



About **400** comparison communities across the nation.

Representing the opinions of more than **50 million** residents.

The NCS™ Facets of Community Livability

THE NCS™
THE NATIONAL COMMUNITY SURVEY™

The National Community Survey™ in El Cerrito

The NCS™ for El Cerrito, CA

- 8th time conducting The NCS (previous surveys in 2022, 2018, 2015, 2012, 2007, 2005, 2003)
- Survey conducted from September 15, 2025 – October 27, 2025
- Mailing approach employed:
  - Probability-based sample of 3,000 randomly selected households
  - 412 total responses received
  - 14% overall response rate
  - Non-probability, open-participation survey: 146 responses
- Results statistically weighted to reflect El Cerrito overall
- 95% confidence interval with a +/- 7% margin of error

Overview of Survey Results

Facets of Community Livability: **Quality**

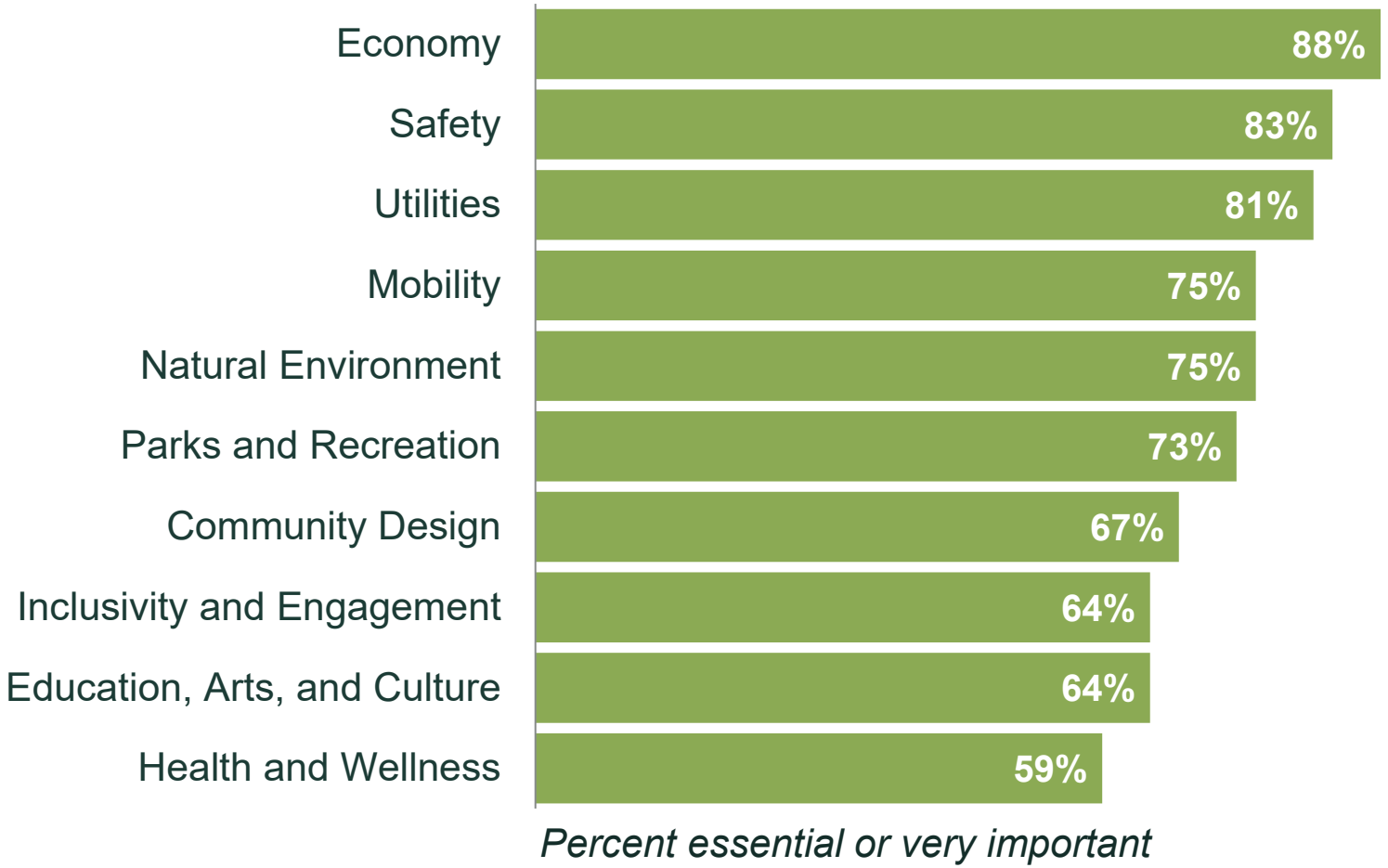
National Benchmark Comparisons:

- Higher
- Similar
- Lower

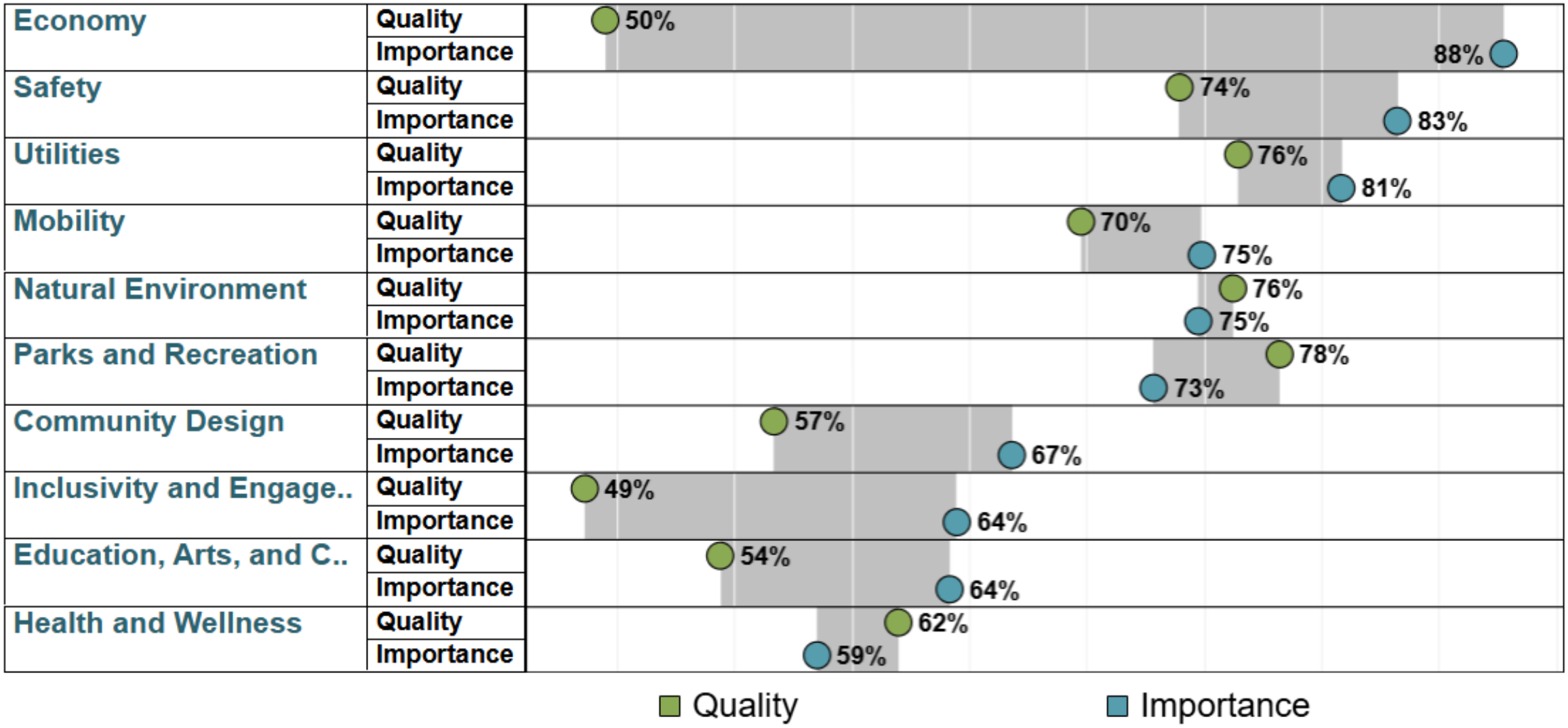
Facets of Community Livability: **Importance**

National Benchmark Comparisons:

- Higher
- Similar
- Lower



Balancing Quality and Importance



Comparisons to National Benchmarks

Comparisons to Previous Survey (2022)

29 received **higher** ratings

84 received **similar** ratings

9 received **lower** ratings

Key Findings

Residents continue to enjoy a high quality of life

Overall Community Quality

About

9 in 10

residents gave **excellent** or **good** ratings to:

- El Cerrito as a place to live
- The overall quality of life in El Cerrito

9 in 10 residents

- Plan to remain in El Cerrito for the next five years
- Would recommend living in El Cerrito to someone who asked

2

Governance-centered results show meaningful improvement

Governance in El Cerrito

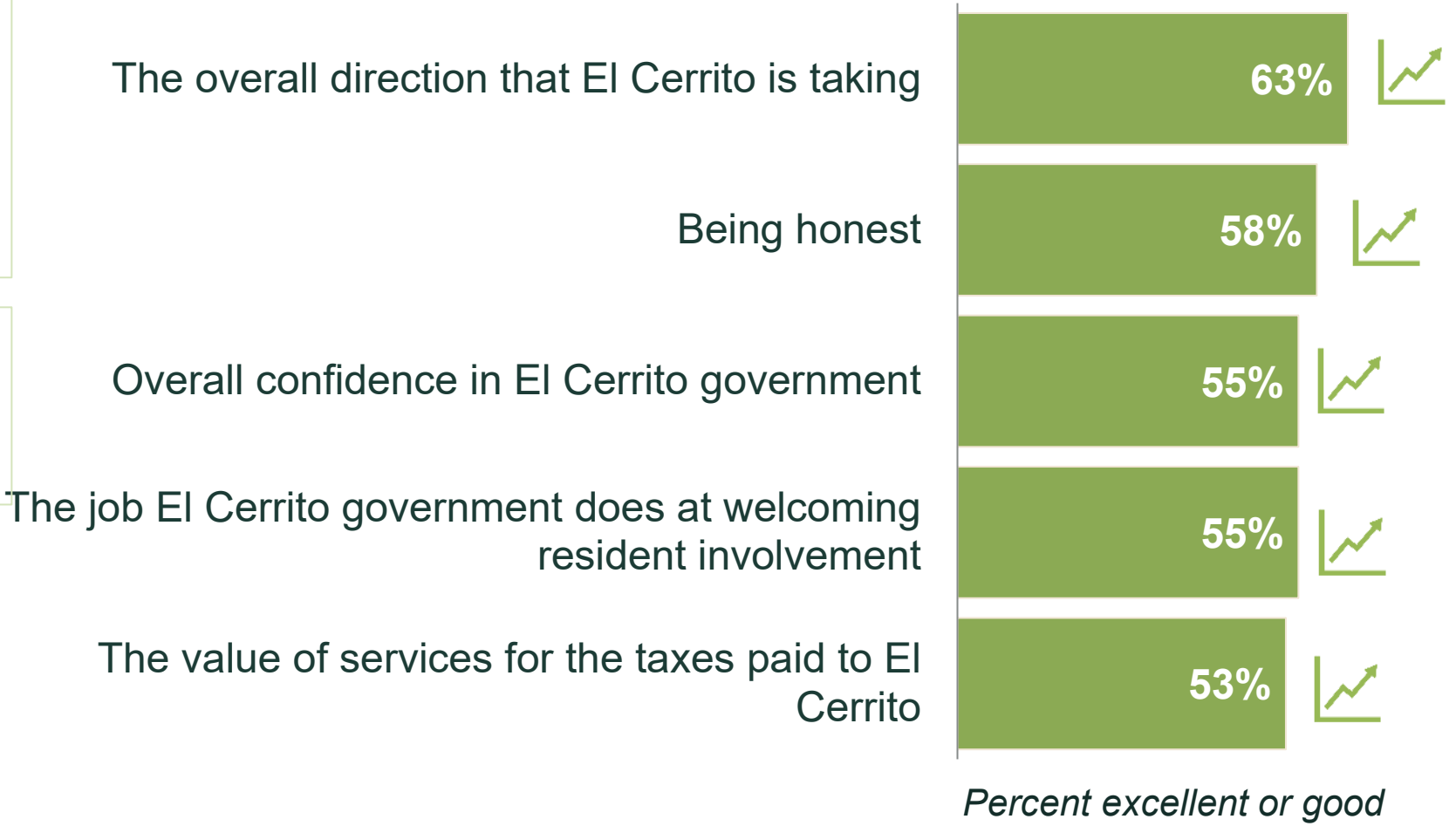
Please rate the following categories of El Cerrito government performance.

National Benchmark Comparison

- Higher
- Similar
- Lower

2025 vs 2022:

Increasing/Decreasing



3

Safety results remain strong and see notable improvements

Safety in El Cerrito

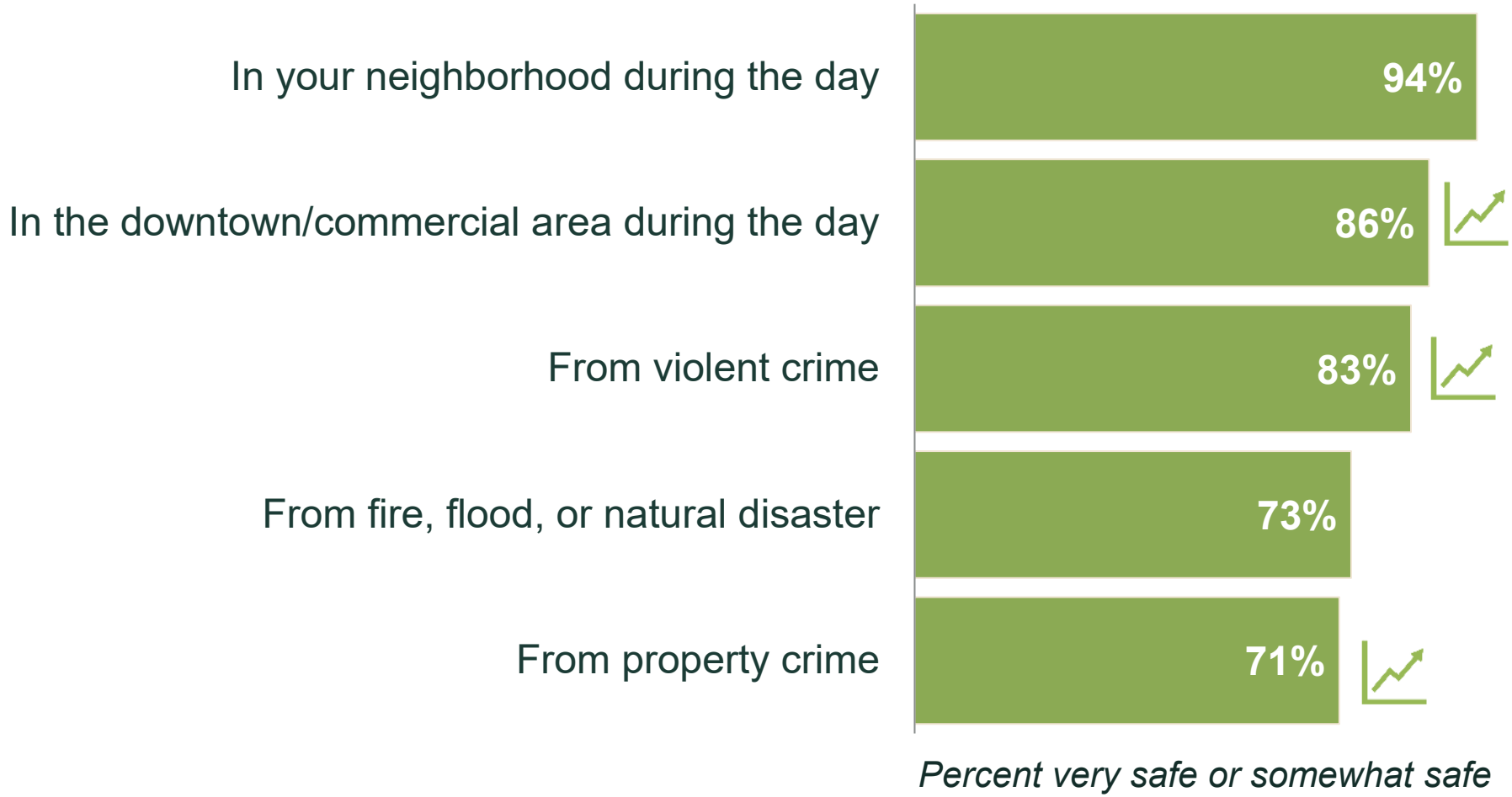
Please rate how safe or unsafe you feel:

National Benchmark Comparison

- Higher
- Similar
- Lower

2025 vs 2022:

Increasing/Decreasing



Safety Services in El Cerrito

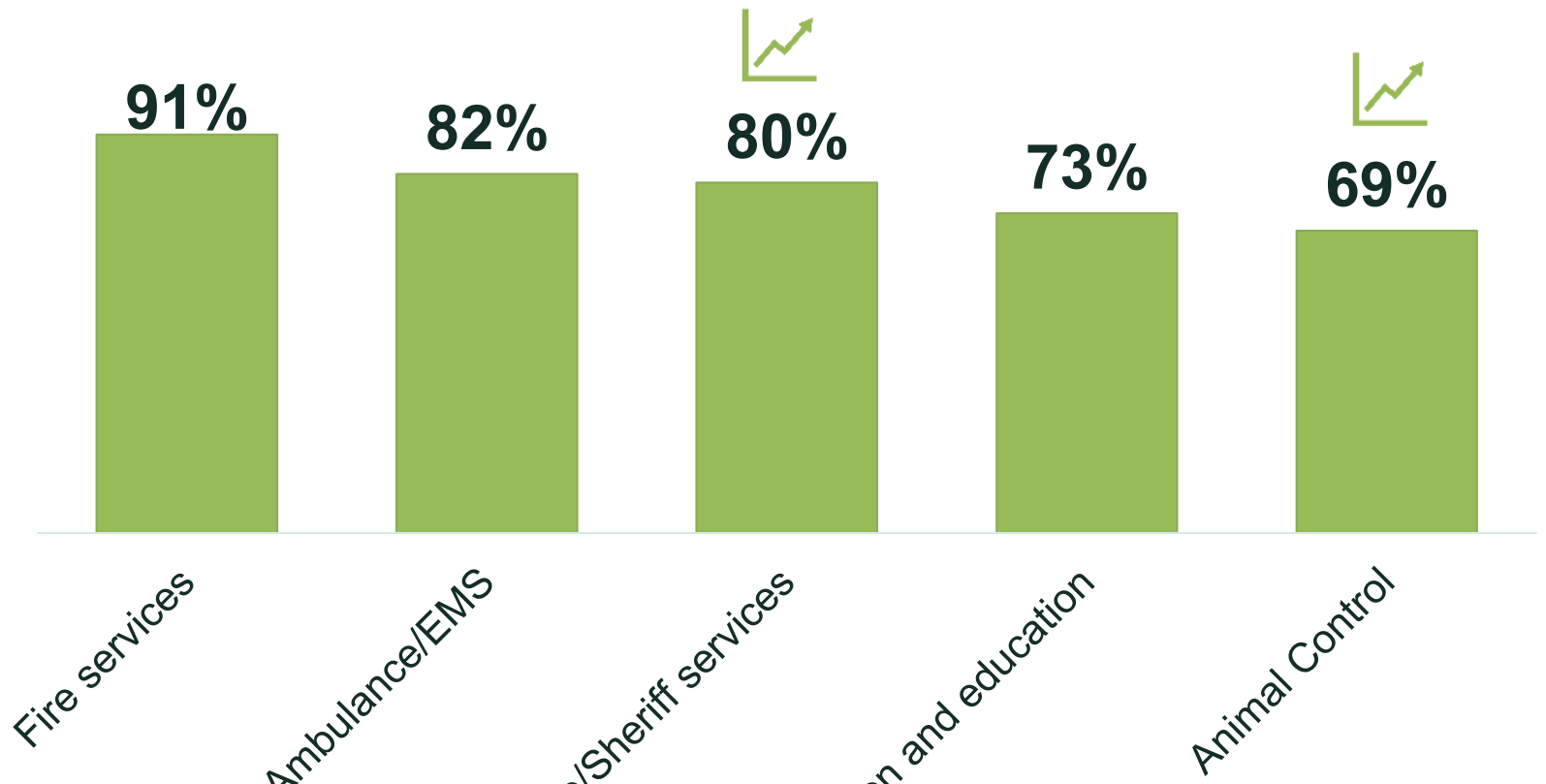
National Benchmark Comparison

- Higher
- Similar
- Lower

2025 vs 2022:

Increasing/Decreasing

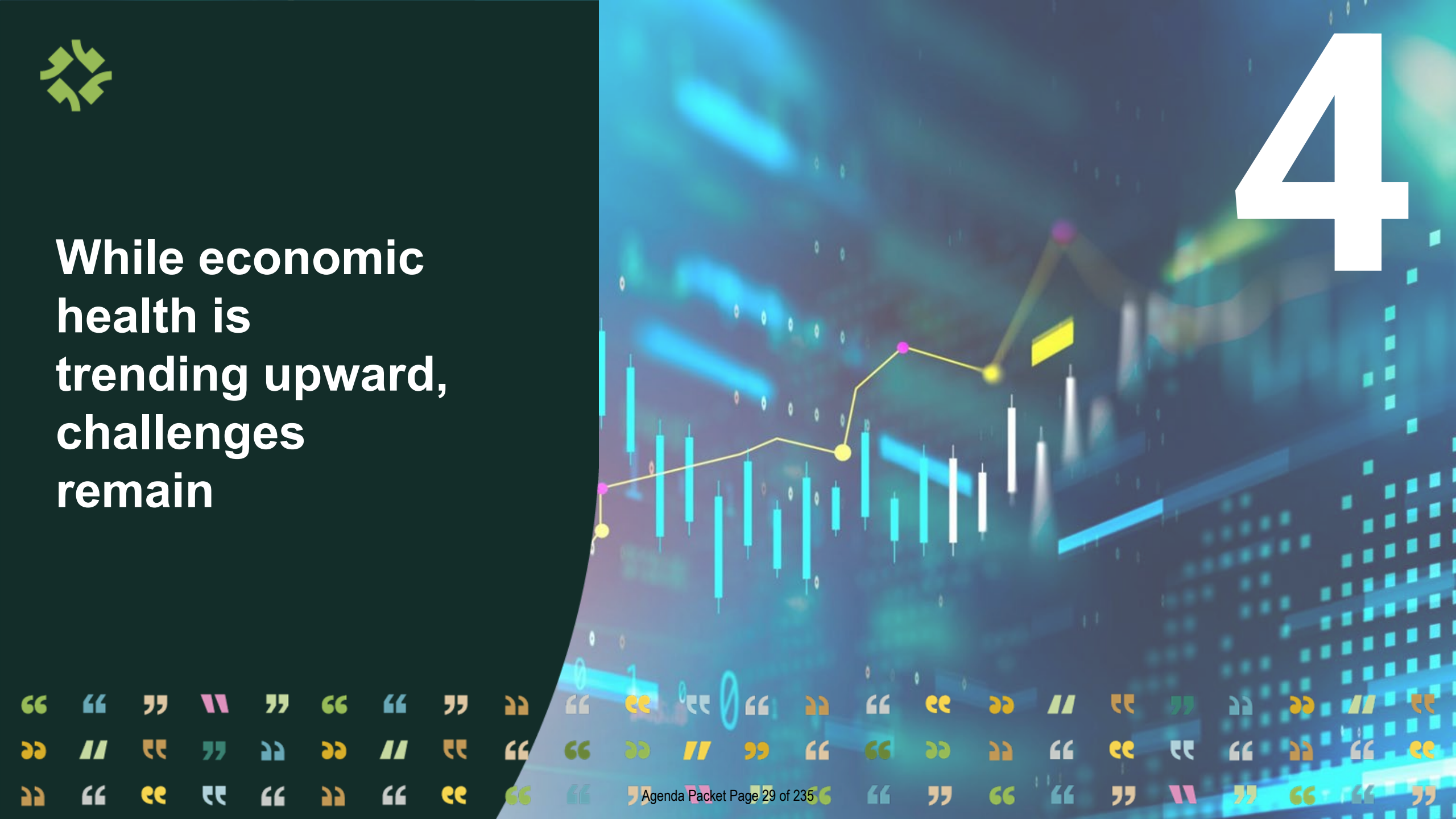
Please rate the quality of the following services in El Cerrito.



Percent excellent or good

4

While economic health is trending upward, challenges remain



The Economy in El Cerrito

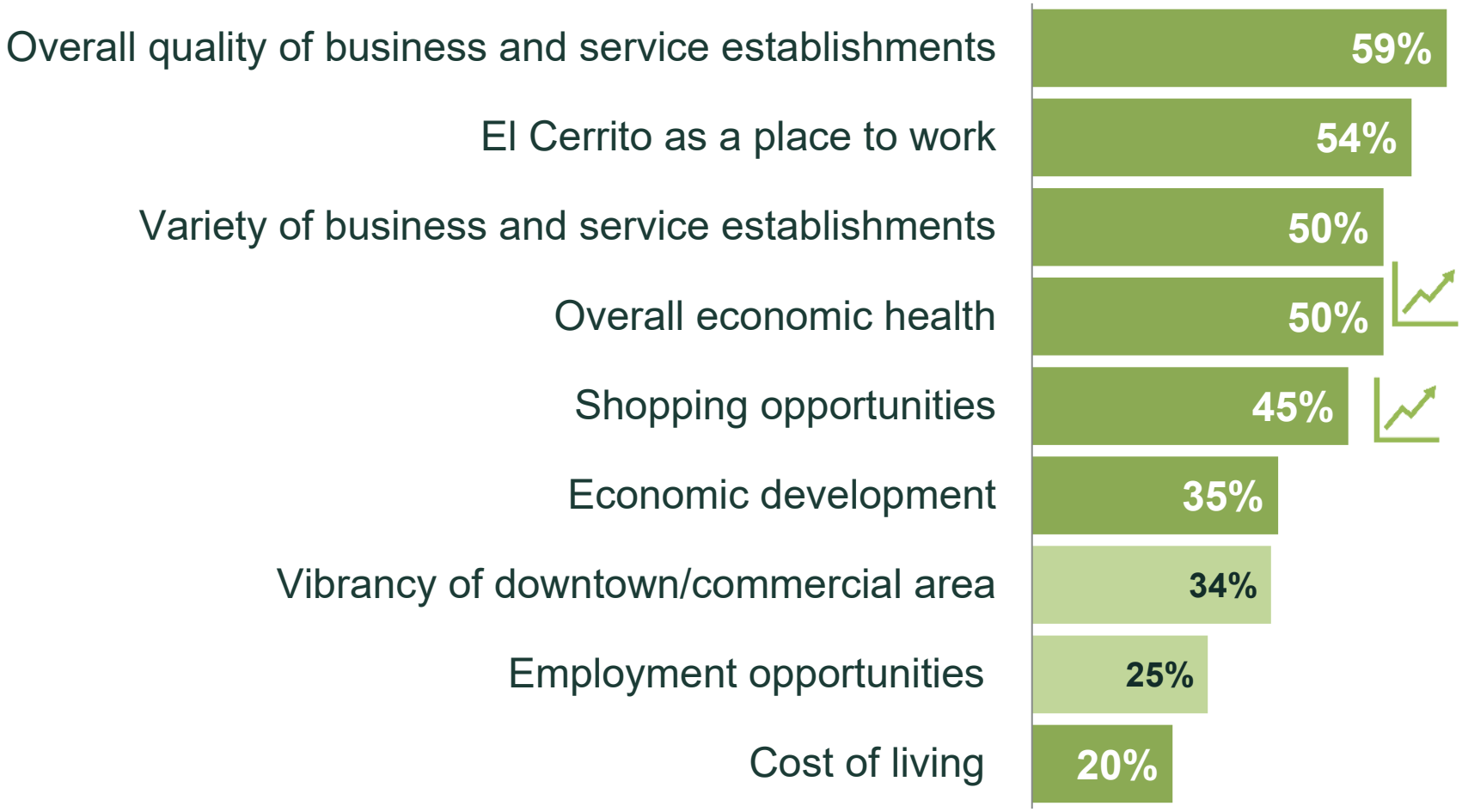
Please rate each of the following in the El Cerrito community:

National Benchmark Comparison

- Higher
- Similar
- Lower

2025 vs 2022:

Increasing/Decreasing



Percent excellent or good

5

Community design ratings show potential areas for improvement

Community Design in El Cerrito

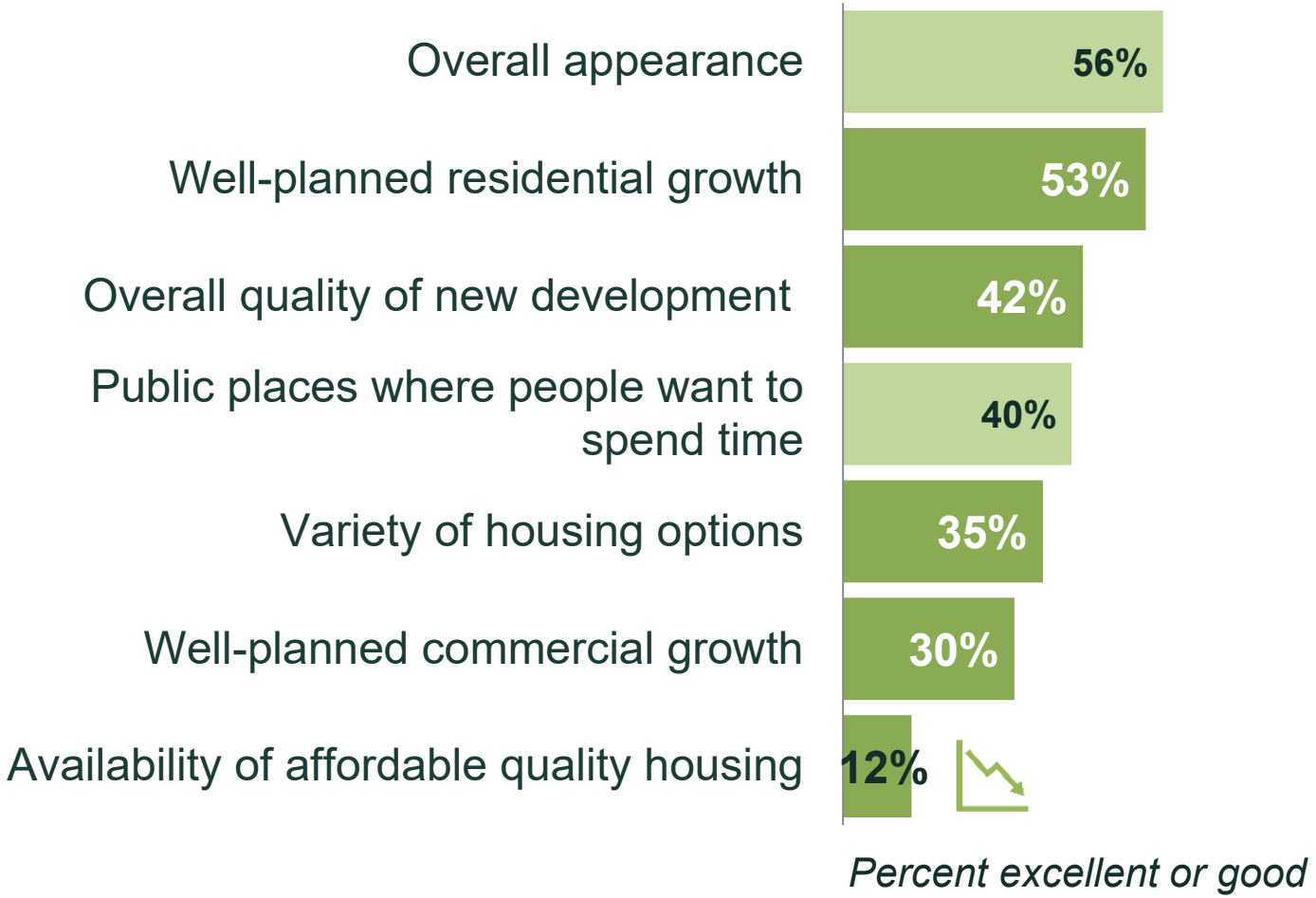
Please rate each of the following in the El Cerrito community:

National Benchmark Comparison

- Higher
- Similar
- Lower

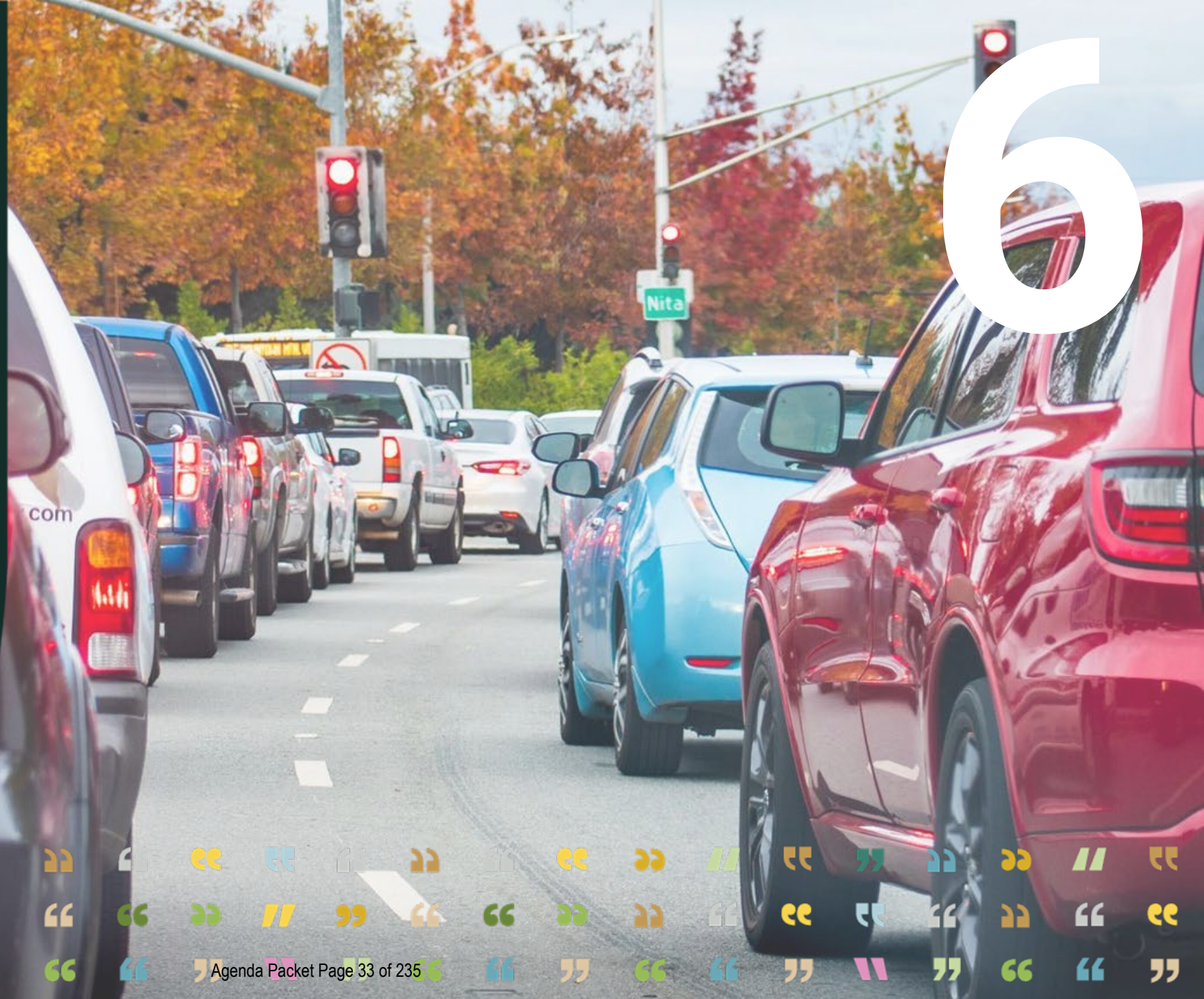
2025 vs 2022:

Increasing/Decreasing



6

Mobility and transportation continue to perform well



Mobility in El Cerrito

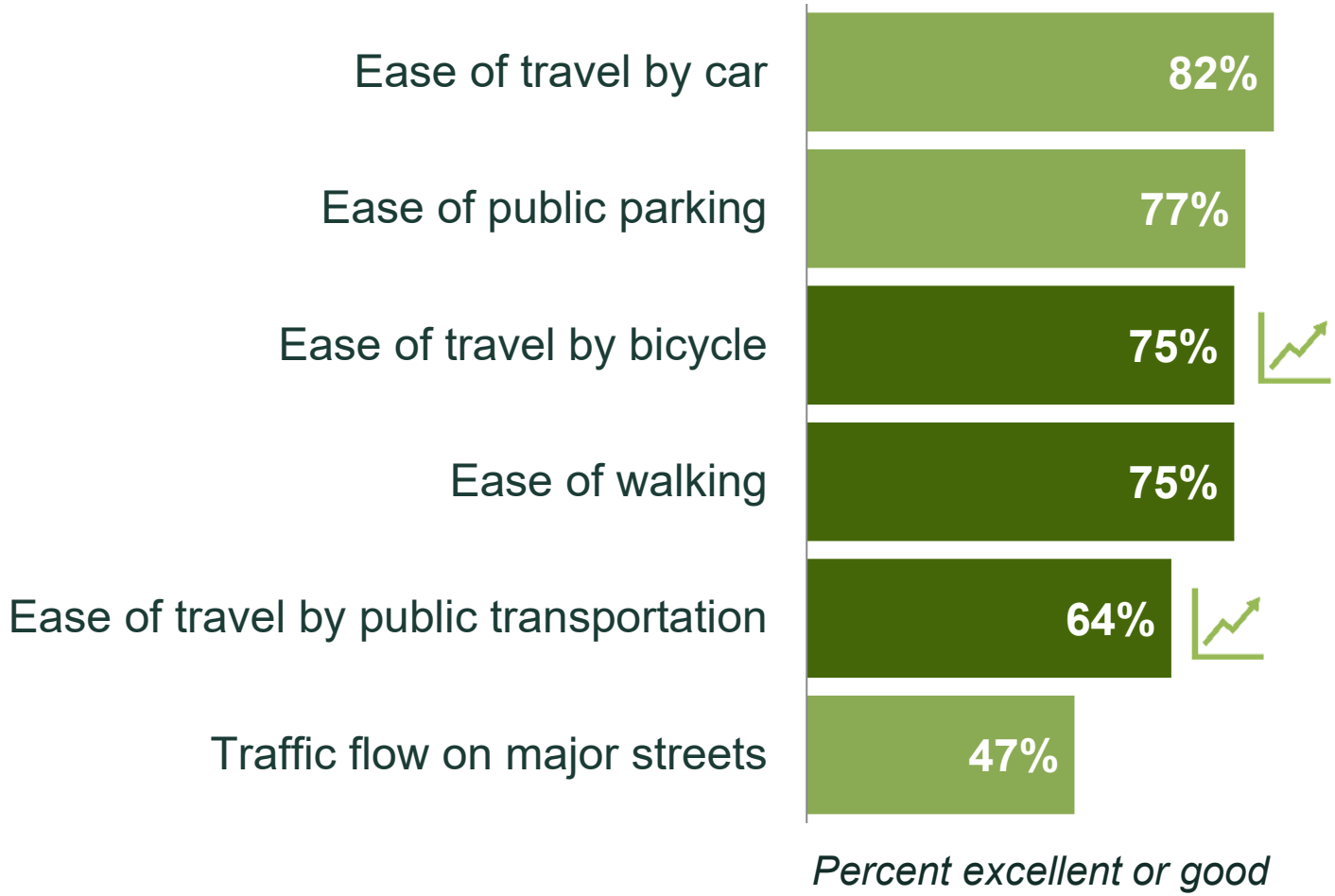
Please rate each of the following in the El Cerrito community:

National Benchmark Comparison

- Higher
- Similar
- Lower

2025 vs 2022:

Increasing/Decreasing



Mobility Services in El Cerrito

National Benchmark Comparison

- Higher
- Similar
- Lower

2025 vs 2022:

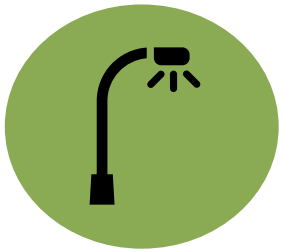
Increasing/Decreasing

65%

Bus or transit services

64%

Street cleaning



54%

Street lighting

52%

Traffic signal timing

49%

Traffic enforcement

Percent excellent or good

7

While El Cerrito's education, arts, and culture results show improvements, challenges remain

Education, Arts, and Culture in El Cerrito

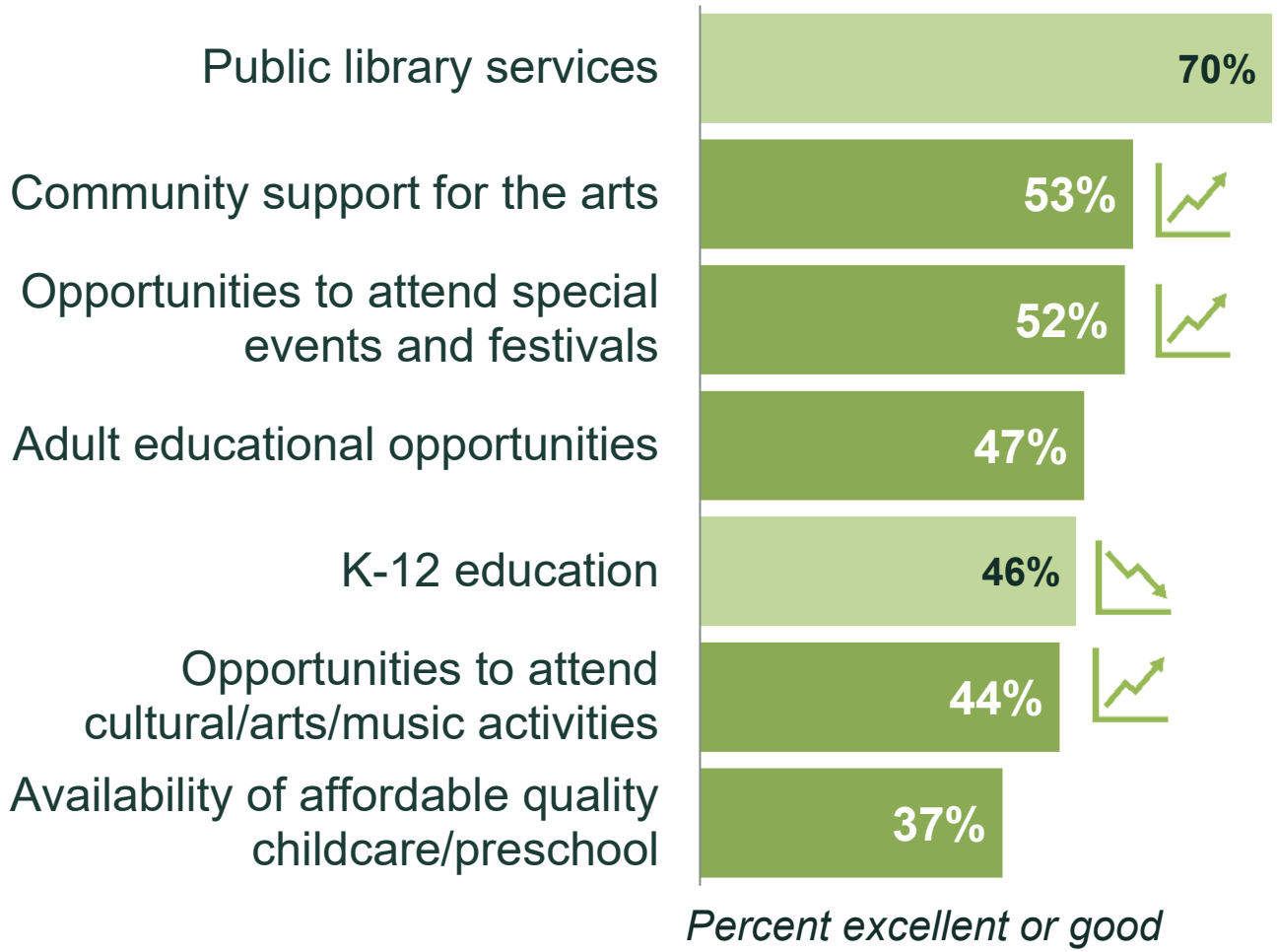
Please rate each of the following in the El Cerrito community:

National Benchmark Comparison

- Higher
- Similar
- Lower

2025 vs 2022:

Increasing/Decreasing



Additional Special Topics

13. Please rate how important, if at all, you think it is for the City of El Cerrito to focus on each of the following in the coming two years.

	Essential	Very important	Somewhat important	Not at all important
Public Safety and Crime Prevention	1	2	3	4
Fire Safety and Wildfire Prevention	1	2	3	4
Parks and Facility Maintenance	1	2	3	4
Tree Maintenance and Tree Planting	1	2	3	4
Open Space & Trail Maintenance	1	2	3	4
Recreation Programs	1	2	3	4
Expanding Senior Services	1	2	3	4
Improving Traffic and Road Conditions	1	2	3	4
Climate Action and Environmental Programs	1	2	3	4
Economic Development	1	2	3	4
Providing Affordable Childcare	1	2	3	4
Providing Services to the Unsheltered Population	1	2	3	4
Increasing the Supply of Housing	1	2	3	4
Maintaining a Fiscally Responsible City Budget	1	2	3	4

14. How much of a priority, if at all, should the City place on the following facility initiatives?

	High priority	Medium priority	Low priority	Not a priority
Building a new Library	1	2	3	4
Building a new Public Safety Building (Fire and Police)	1	2	3	4
Building a Senior Center	1	2	3	4
Redeveloping the Community Center	1	2	3	4
Revitalizing the Clubhouses in City Parks	1	2	3	4
Revitalizing the Public Works Maintenance/Corporation Yard Building	1	2	3	4

15. The City of El Cerrito coordinates a street sweeping program to remove trash and debris that pollutes our waterways and the San Francisco Bay. Currently, street sweepers are often not able to sweep effectively due to cars parked on the street. Rate your level of support for the following efforts by the City:

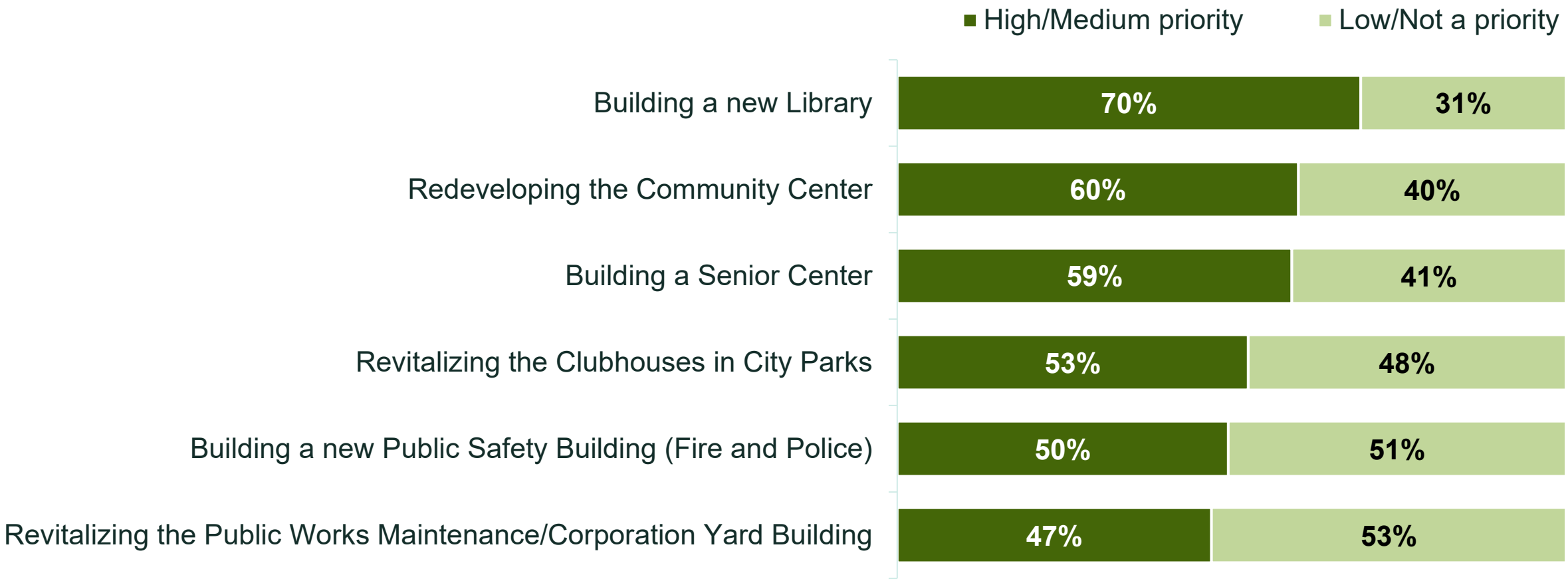
	Strongly support	Somewhat support	Somewhat oppose	Strongly oppose
Increase education about the street sweeping schedule	1	2	3	4
Install permanent signs about the street sweeping schedule	1	2	3	4
Enact and enforce parking restrictions for street sweeping	1	2	3	4
Increase the sweeping frequency on residential streets	1	2	3	4

Custom Question – Resident Priorities

Please rate how important, if at all, you think it is for the City of El Cerrito to focus on each of the following in the coming two years.

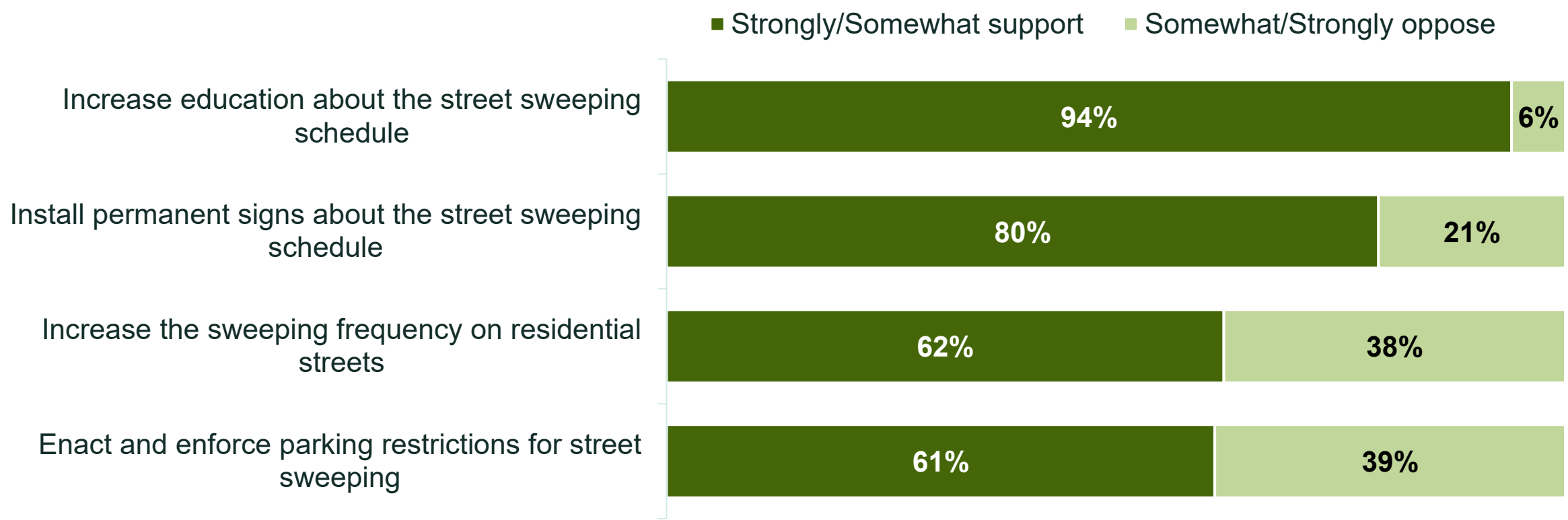
Custom Question – Facility Initiatives

How much of a priority, if at all, should the City place on the following facility initiatives?



Custom Question – Street Sweeping

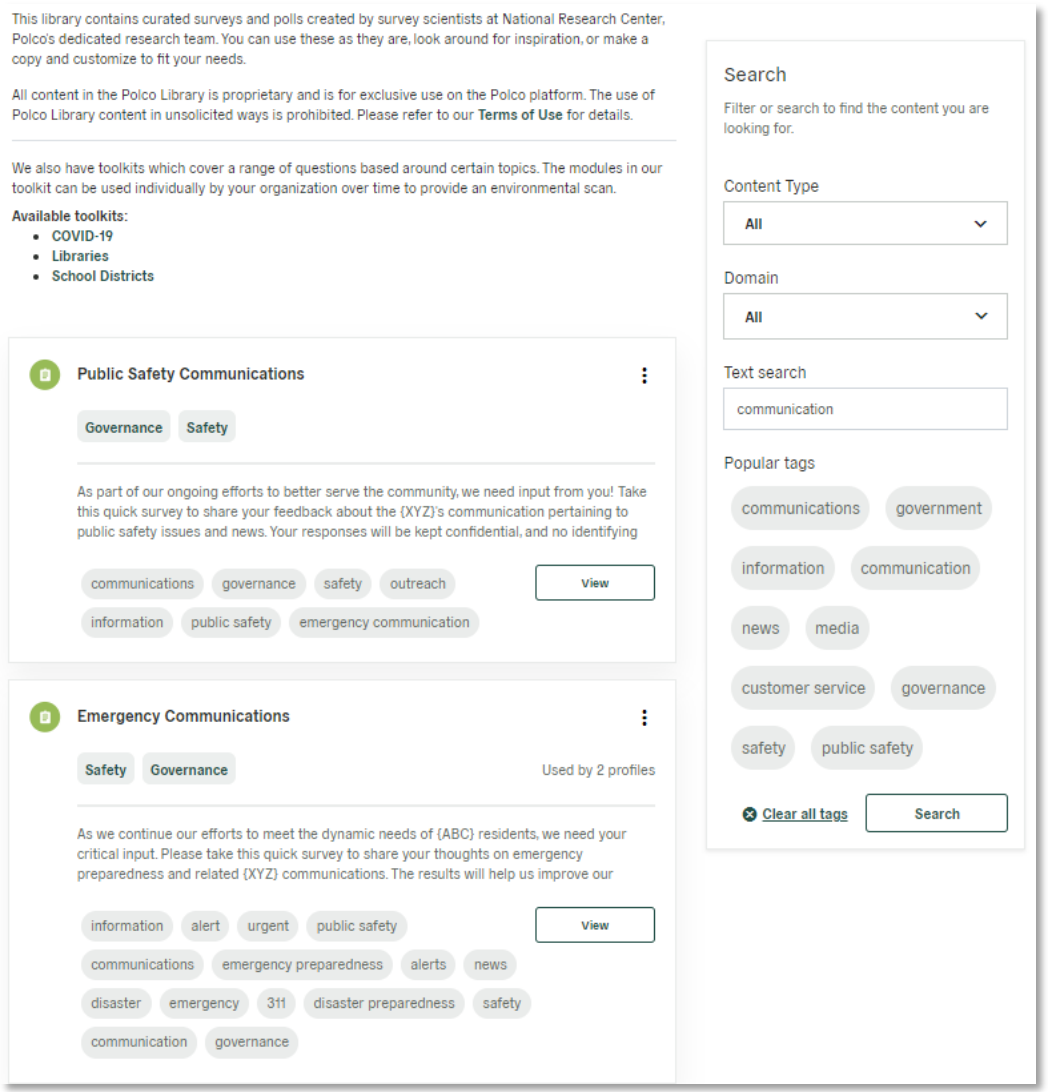
The City of El Cerrito coordinates a street sweeping program to remove trash and debris that pollutes our waterways and the San Francisco Bay. Currently, street sweepers are often not able to sweep effectively due to cars parked on the street. Rate your level of support for the following efforts by the City:

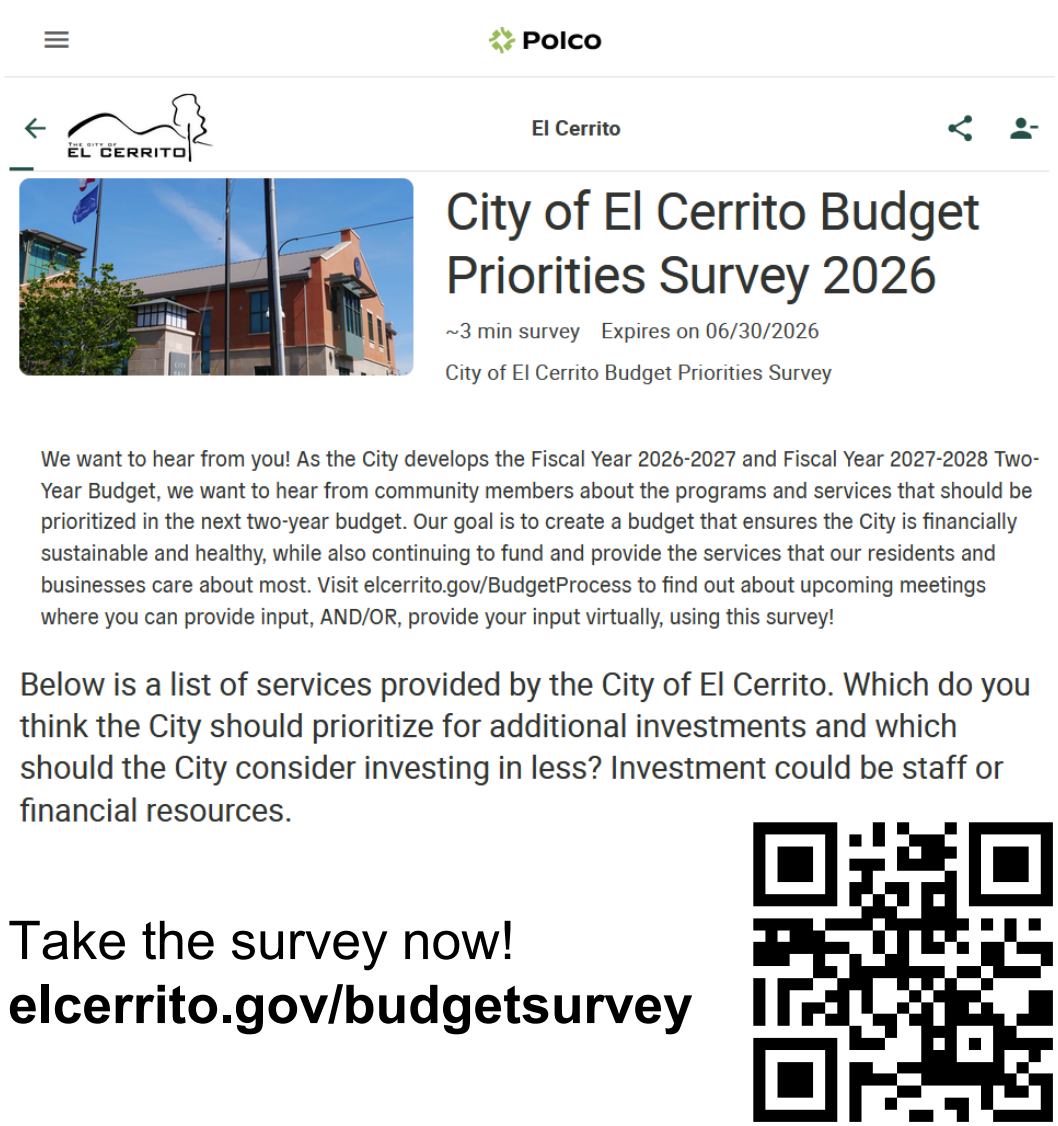


Summary of Conclusions

1. Residents continue to enjoy a high quality of life
2. Governance-centered results show meaningful improvement
3. Safety ratings remain strong and see notable improvements
4. While economic health is trending upward, challenges remain
5. Community design ratings show potential areas for improvement
6. Mobility and transportation continue to perform well
7. While El Cerrito's education, arts, and culture ratings show improvements, challenges remain

Next Steps: **ENGAGE** With Community Members





Included in Current Subscription

Questions?

Thank you!

Grace Arneson
Senior Project Manager
Polco/National Research Center
grace@polco.us

AGENDA BILL

Agenda Item No. 6.A.

Date: January 20, 2026
To: El Cerrito City Council
From: Bridget Cooney, Recreation Supervisor, Recreation Department
Subject: Committee on Aging Appointment

ACTION PROPOSED

Approve the Committee on Aging recommendation and appoint Melissa Newton to the Committee, effective January 20, 2026.

In October 2025, the City received an application from Melissa Newton to serve on the Committee on Aging (COA). At their November 19, 2025 meeting, the COA voted to recommend to the City Council the appointment of Melissa Newton to the COA.

Melissa Newton has lived in El Cerrito for over 12 years. Melissa Newton received her PhD in Neuroscience from the University of California Berkeley and previously worked as a Neuroscience Professor. Melissa is interested in being more involved in her local community and hopes to serve on the COA.

If the City Council approves this recommendation, the number of Committee members will be eleven out of a possible membership total of fifteen.

STRATEGIC PLAN CONSIDERATIONS

This action supports the City's Strategic Plan Goal(s) of:

- *Livability and Belonging*

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:

Karen Pinkos, City Manager

Attachments:

THE CITY OF EL CERRITO

COMMITTEE ON AGING

Date: January 20, 2026
To: El Cerrito City Council
From: Committee on Aging
Subject: Receive and file Advisory Body Recommendation(s)

ACTION PROPOSED

Receive and file a recommendation from the Committee on Aging.

POLICY

Pursuant to City Council Resolution 2024-16, Section 4, Advisory Body Recommendations shall be provided to the City Council on the consent calendar as a "receive and file" and if a member of the City Council wishes to further discuss any recommendation received, it may be requested as an agenda item at a future meeting.

RECOMMENDATION

On October 15, 2025, the Committee on Aging (COA) voted on the following recommendation(s) to City Council:

The Committee on Aging recommends that the City Council, the Park and Recreation Commission, and the Recreation Department review the COA 2025 Age-Friendly Parks Assessment and prioritize the four top priority areas identified to improve accessibility, safety, and usability of City Parks for residents of all ages.

Moved/Second: Members Martinengo/Cesa
Ayes: Chair Dr. Kwong; Vice Chair Watson; Members Akacic, Cain, Cesa, Kehoe, Lipson, Martinengo, Montemayor, Wagner, and Yow.
Noes: None
Absent: None

ASSOCIATED WORKPLAN GOAL(S)/AREA(S) OF RESPONSIBILITY

1. Advocate for improved safety and comfort for seniors in public spaces in El Cerrito.
2. Improve accessibility and inclusions in City facilities and programs for seniors and people with disabilities.

Attachment(s):

Committee on Aging – Park Accessibility and Safety Recommendations
Committee on Aging Age-Friendly Park Assessment Summary of Findings

Committee on Aging – Park Accessibility and Safety Recommendations

November 10, 2025

To: El Cerrito City Council, El Cerrito Parks & Recreation Commission, El Cerrito Recreation Department

Subject: Recommendations from the Committee on Aging – Park Accessibility and Safety Priorities Recommendations

Dear Commissioners and Councilmembers,

On behalf of the City of El Cerrito Committee on Aging (COA), we are pleased to share the results of our 2025 Age-Friendly Park Assessment. Our team evaluated multiple city parks, documented conditions, and identified barriers that limit safe park use for older adults and residents with mobility challenges.

Following this assessment, the COA has identified four top priority areas requiring timely action to improve accessibility, safety, and usability for residents of all ages:

1. Handrails – Critical Safety Concern

Our survey found multiple locations where steep paths, stairways, or entrances lacked adequate handrails. Examples include the clubhouse steps at Arlington Park, multiple steep entries at Cerrito Vista Park, and sloped sections at Canyon Trail Park. Missing or inadequate handrails increase fall risk, particularly for older adults or residents with limited balance, mobility, or vision.

Recommendation:

• Install sturdy, ADA-compliant handrails at all stairways, steep inclines, and major entrance paths.
• Prioritize the locations identified in the attached assessment.

2. Uneven Pathways – Trip Hazards

Evaluators noted cracks, uneven pavement, roots, and slippery conditions across several parks. These hazards were especially observed at Cerrito Vista Park (cracks on the track and main pathways), Canyon Trail Park (pine needles and debris creating slip risks), and Arlington Park (root uplift).

Recommendation:

• Repair and resurface cracked or uneven pathways, beginning with Cerrito Vista, Canyon Trail, and Arlington.
• Implement regular maintenance to remove pine needles, debris, and encroaching vegetation.

3. Public Restrooms – Access & Condition

Restroom access remains a challenge across nearly all parks. All facilities were locked with no posted instructions on how to get the required keys from the Recreation Department. Restrooms were reported as outdated with worn floors, poor lighting, and leaking fixtures.

Recommendation:

- Improve restroom access, including clearer key procedures.
- Upgrade facilities to ADA standards, repair fixtures, improve lighting, and resurface worn floors.
- Post uniform, visible signage at each park explaining how to access the restrooms.

4. Benches – Availability & Accessibility

Benches are inconsistently placed and often lack armrests needed for safe sitting and standing. For example, all benches at Cerrito Vista Park are located on the north side of the park, leaving the children's play area without nearby seating for caregivers and grandparents.

Recommendation:

- Add benches near playgrounds, walking paths, and activity areas.
- Replace or retrofit existing benches with armrests/handholds.

Closing & Request for Action

While resources are limited, these improvements offer significant community benefit and align with the City's age-friendly goals. Enhancing park accessibility supports physical activity, intergenerational engagement, and broader resident participation.

We respectfully request that the Recreation Department, Parks & Recreation Commission, and City Council:

- Review these findings in detail (photos available upon request),
- Prioritize the four key areas listed above in upcoming improvement plans and budget discussions, and
- Share information with the Committee on Aging regarding plans to address these issues.

Thank you for your commitment to making El Cerrito a safe, accessible, and welcoming city for residents of all ages. We appreciate your attention and look forward to collaborating on these improvements.

Sincerely,

Dr. Pansy Kwong – Chair
Mark Watson – Vice Chair
Buddy Akacic - Member
Linda Cain - Member

Katherine Cesa - Member
Carol Kehoe - Member
Steve Lipson - Member
Lisa Martinengo - Member
Elisa Montemayor - Member
Pamela Wagner - Member
Bruce Yow - Member

Committee on Aging Age-Friendly Park Assessment Findings 2025

Park	Accessible Park Entrances (ramps and handrails)	Drinking Fountain	Public Restrooms (accessible and clean)	Benches Throughout Park (strategically placed near play structures, fields, courts, etc.)	Clear Signage	Drainage & Trip Hazards (standing water, broken sprinklers and trip hazards: tree roots, cracks, raised sidewalk, etc.)	Trash and Recycle Bins
Arlington Park 1120 Arlington Blvd	One set of steps behind the clubhouse does not have handrails.	Yes + water refill station	Yes - locked - need key	Yes - recommend benches with arm rests	Good signage - but nothing about dogs and off-leash requirements	A couple protruding roots that could be trip hazards observed.	Yes
	Additional Comments: Only one drinking fountain in the whole park by clubhouse. Benches (other than one) do not have arm rests which are very helpful for anyone having difficulty sitting down/lifting off the bench easily. A couple of protruding roots observed. There is a steep stairway behind the clubhouse that has no railing - it is difficult for anyone to go down these steps safely without a handrails. No signage observed about dogs and off-leash requirements.						
Cerrito Vista Park 950 Pomona Ave	No - handrails needed on north side entrance, steep staircases from upper picnic area not accessible, steep incline at entrance on corner of Moeser and Pomona with no handrails.	Yes	Yes - locked - need key	Yes, but only on north side of park	Yes	standing water/puddle observed on westside of path makes it hard to use a walker / cane safely.	Yes
	Additional Comments: Not great as far as safety for seniors, however it is a very popular Park for seniors and caregivers using the walking path. Benches are only on the north side of the Park, none in the play structure area or on the bathroom side of the Park. Very steep entrances and only staircases leading from upper picnic area and lower Park where the bathrooms are located. Handrails are needed at multiple entrances. Bathrooms have leaky toilets and the floors need resurfacing - floors are worn out. Soap dispenser drips onto floor. Lots of cracks and uneven surfaces on the track/walking path. Standing puddle on walking path. All of this makes it difficult when using walkers, canes, strollers, etc.						

Huber Park **7711 Terrace Dr**	Some parts of the Park are accessible, however it is very steep and needs handrail. Not good for walkers, strollers or wheelchairs.	Yes	Yes - locked - need key	Yes	No signage observed	Not observed.	Yes
	Additional Comments: Park is in good condition. Steep paths and extremely limited parking make this Park not accessible to anyone using a walker, wheelchair, or stroller. Nice picnic tables and bathrooms.						
Castro Park **1420 Norvell St**	Accessible entrance on Lawrence and Gladys, but no accessible entrance from Norvell near clubhouse.	Yes - dirty	Yes - locked - need key	Picnic tables & benches by play structure need to be repainted and sanded. Benches/bleachers by baseball field (no shade available). One wooden bench in Pickleball courts (no shade). People bring their own chairs and sit outside the courts.	Yes	A couple of protruding roots that are trip hazards observed.	Yes
	Additional Comments: Picnic tables and benches near play structure need to be repainted. Only one wooden bench by pickleball court, people bring blankets or lawn chairs to sit outside courts. Need to add benches or bleachers by pickleball courts. Improve track around park for walking. Need accessible access to Park from Norvell near clubhouse. No hot-ash bin, but BBQs.						

Canyon Trail Park **6757 Gatto Ave**	Two main access points to the Park - section 1 is not easily accessible and section 2 is accessible.	Yes	Yes - locked - need key	Yes	Signage clear in some areas of the Park - no signage on pathway from Conlon up.	Uneven ground on main path from Canyon Trail to Conlon. Overgrowth of vegetation.	Yes
	Additional Comments: Restrooms were locked and I didn't have a bathroom key so I couldn't see what shape they were in. One handrail suggestion: There has never been a rail at the clubhouse path into lower canyon. It's steep and a handrail would probably be helpful. I wasn't there at a time when sprinklers were running so I can't report on any broken heads. Excess litter after party rentals and sports games. There are two sections to Canyon Trail Park - the upper section on Canyon Trail St (section 1) and the bottom section near Conlon (section 2). Section 1: there is a water fountain at the Clubhouse/ Prospect Sierra TK building, but none elsewhere in the Park. There are steps near Jordan for people to enter with disabilities, but nothing on Canyon Trail St. While walking from Conlon up, there was someone with a dog that was off leash. There is no signage at all on that pathway regarding dogs. Pathway has lots of pine needles which make walking very slippery. Section 2 (Conlon) - overgrown and not inviting. Weeds look 3-4ft tall. Main path from Canyon Trail to Conlon there are many trip hazards due to uneven pathway. Overgrown vegetation.						
Harding Park **7115 C Street**	Yes	Yes	Yes - locked - need key	Bleachers by baseball field, picnic benches in patio of clubhouse primarily for childcare, benches in tennis courts.	Yes	None observed	Yes
	Additional Comments: Public restrooms were locked - keys for restroom rented from the El Cerrito Community Center. Adequate benches, etc. Seems to be used mostly for tennis, baseball/softball, and young children. No picnic benches or barbeque available. Baseball field and tennis courts can be rented. Clubhouse and playground used for kids activities through the Rec Center.						

Tassajara Park **2575 Tassajara Ave**	Yes, but angles of park landscape can make it difficult for walkers, wheelchairs and those with visual impairments.	Yes, but not working clogged with sand.	Yes - locked - need key	Yes	Yes		
	Additional Comments: Only one fountain outside at the clubhouse. Drain clogged. None by the tennis courts. Angles of Park landscape makes people with walkers, wheel chairs, and those visually impaired, including white cane difficult to walk in both directions. While I had no issues, others may. Walkway south of tennis courts needs clearing, angle of stairs to Alva Street should not have vegetation grown under center hand rail without yellow strips for the visually impaired. Pottery class has no rest room key. I informed someone that the Recreation Department offers keys with a refundable deposit, and that keys are not for sale. Please note by definition, the pottery class is a functional City program with Seniors actively participating. Lack of a key may be a problem. Back door is narrow, not sure if it is to ADA or fire code. No hot-ash bin but BBQs. Mat in the playground area is soft and may not support seniors walking to enjoy the play area with children. Little League locker was broken into. In children's play area there are cones and caution tape due to a hole? *Street sign is difficult to read on Alva and Tassajara (would not be able to see at night). Water faucet was clogged and the basing was flooded/full...water stream was weak. Unswept stairs on tennis court approach.						
Centennial Park **Liberty St and Eureka Ave**	Yes	No	No	Yes	No signage observed	None observed	Yes
	Additional Comments: Park is well maintained. No drinking fountain and no public restroom. No signage.						
Bruce King Memorial Dog Park **1600 Lexington Ave**	Yes	No	No	Yes	Yes	None observed	Yes
	Additional Comments: None						

THE CITY OF EL CERRITO

PARK & RECREATION COMMISSION

Date: January 20, 2026
To: El Cerrito City Council
From: Park and Recreation Commission
Subject: Receive and file Advisory Body Recommendation(s)

ACTION PROPOSED

Receive and file a recommendation from the Park and Recreation Commission.

POLICY

Pursuant to City Council Resolution 2024-16, Section 4, Advisory Body Recommendations shall be provided to the City Council on the consent calendar as a "receive and file" and if a member of the City Council wishes to further discuss any recommendation received, it may be requested as an agenda item at a future meeting.

RECOMMENDATION

On December 10, 2025 the Park and Recreation Commission voted on the following recommendation(s) to City Council:

Passed a motion to approve the 2025 Park and Recreation Commission Year End Report as amended with executive summary and forward to the City Council as a recommendation for future budget considerations.

Moved/Second: Members Dodge/Brody **Ayes:** Chair Kaczor; Vice Chair Brody; Members Dodge, Ferrara, Lamba, and Rozier.

Staff anticipates discussion and consideration of parks and recreation facility needs by the City Council during the upcoming Fiscal Years 2026-27 & 2027-28 Biennial Budget Process.

ASSOCIATED WORKPLAN GOAL(S)/AREA(S) OF RESPONSIBILITY

1. Work Plan Goal: Parks and Recreation Projects

2. Ord. 2007-12 § 1, 2007: Ord. 92-2 Div. 2 (part), 1992.

   There shall be a park and recreation commission. It shall have the powers and duties stated below, and such others as the council may decide:

A. To act in an advisory capacity to the council and the city manager on all matters pertaining to public recreation, including parks, playgrounds, landscaping within the boundaries of parks, playgrounds and recreational facilities, child care, educational courses, and entertainment;
B. To make recommendations regarding the annual budget, within its scope of concern, to the city manager and the council;

E. To make recommendations to the council regarding present and future needs for park and recreation facilities.

Attachment(s):

Park & Recreation Commission End of Year Report 2025

PARK & RECREATION COMMISSION

END OF YEAR REPORT

2025

THE CITY OF
EL CERRITO
RECREATION

TABLE OF CONTENTS

01
Executive Summary

02
Introduction

03
Background Summary

04
Public/Private Partnership | Successes & Opportunities

07
Community Sentiment & Feedback

08
Conclusions & Next Steps

EXECUTIVE SUMMARY

We are energized by the fact that our 2022 national community survey revealed that **PARKS AND OPEN SPACES** were the number one priority for our residents!

Over the past 8 months, the Park and Recreation Commission took the following steps:

- Surveyed 70 people at worldOne Festival
- Interviewed leaders from 10 community groups
- Conducted a review of the 2019 Parks and Recreation Facilities Master Plan and the 2022 National Community Survey

We learned that there is a high level of energy in the community for:

- Learning how to work best with the City to advance shared priorities
- Developing pathways for public-private partnerships

Our next steps include:

- Continued engagement with community groups
- A deeper exploration of public-private partnerships and other models for community engagement
- Working towards prioritizations and recommendations to share with City Council

INTRODUCTION

In early 2025, the El Cerrito Park and Recreation Commission created a subcommittee to focus on addressing funding gaps and opportunities. The subcommittee has pursued an understanding of:

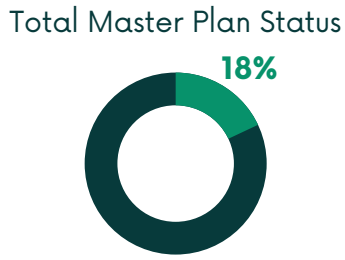
- 2019 Park and Recreation Facilities Master Plan projects' status and priority
- Current community priorities via a WorldOne 4th of July Festival survey, interviews with relevant community group members, and the National Community Survey
- The funding landscape and potential opportunities, given the City's growing backlog of deferred park maintenance and lack of funds to more fully implement the Master Plan

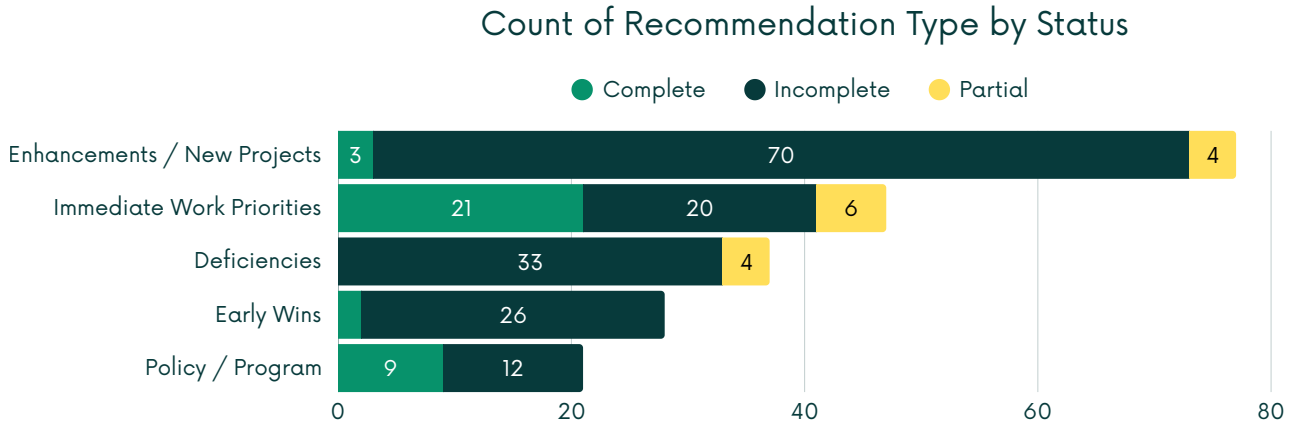
The Commission requests acknowledgement from City Council of the information reported, and support for continued reporting, accompanied by recommendations to support project funding based on ongoing learnings.

We hope this report will establish a regular communication pipeline between the community partners who strengthen El Cerrito's parks and recreation, the Commission, and City Council.

The Parks & Recreation Facilities Master Plan, finalized in 2019, is reflective of City planning efforts dating back to the El Cerrito General Plan (1999, 2015), as well as the Structural Facilities Management Plan (2004), Ohlone Greenway Master Plan (2009) and the Climate Action Plan (2013), among others.

Significant opportunity remains to generate momentum and deliver on community priorities, with 18%* of all approved projects completed. Conversely, there is significant risk of deferred maintenance liability with 55% of Immediate Work Priorities and 90% of Deficiencies unaddressed.





PUBLIC/PRIVATE PARTNERSHIP

Successes and Opportunities

The creation of the 2019 Master Plan included significant input from the community. Due to its age, we have sought to understand the current landscape, to supplement the perspective provided in the Plan. Over the past several months, the Park & Recreation Commission has conducted broad outreach and research to understand community priorities, project readiness, and partnership opportunities. Commissioners engaged eight local groups, including youth sports organizations, stewardship groups, civic clubs, and longstanding community institutions.

Eastshore Alliance Futbol Club

East Bay Pickleball Association

El Cerrito Tennis Club

El Cerrito Youth Baseball

Trail Trekkers

El Cerrito Garden Club

Wildcat 4H Club

Sundar Shadi Holiday Display

El Cerrito Community Foundation

El Cerrito / Richmond Annex Walk & Roll

Across all groups, we heard a consistent message: residents are ready to partner with the City. Many are actively fundraising, developing design concepts, coordinating volunteers, consulting with professional experts, and exploring grants aligned with the Parks & Recreation Facilities Master Plan. Recent community-funded improvements at the Arlington Tennis Center and Castro Park pickleball courts show what is possible when community capacity aligns with City processes.

To support this work, the Commission identified 12 relevant grant opportunities, 41 local charities and nonprofit partners, and 9 major employers offering corporate donation matching, representing a substantial ecosystem of potential funding, volunteers, and technical expertise.

12 grants

41 local non-profits

9 corporate matching opportunities

There is also strong interest in forming a "Friends of El Cerrito Parks & Recreation" structure, likely in partnership with the El Cerrito Community Foundation, to streamline fiscal sponsorship and community fundraising.

At the same time, some groups expressed difficulty navigating the review and approval process for community-initiated or privately funded projects. Several have raised funds or developed early designs but are unsure how to advance proposals.

Common questions included:

- What is the first step?
- What information does staff need?
- How do we keep up momentum with the city while not overwhelming staff?

These questions and process struggles do not reflect anyone's lack of intent. Rather, it signals an opportunity for greater clarity and shared expectations among community partners, staff, the PRC, and Council. **We think there is an opportunity to explore and improve the private-public partnerships in El Cerrito.**

Our key focus next year is to deepen our understanding of how public/private partnerships can best support parks and recreation in El Cerrito, and we will work with the Recreation and Public Works Departments, City staff, and Council to do so.

Our continued work in public-private partnerships will include:

Studying how other jurisdictions structure public-private partnerships

Researching tools and models that support community-led projects

Deepening relationships to better understand community goals and capacity

Clarifying how Master Plan alignment, review, and input typically work

Exploring potential partnership structures, such as a Friends of EC Parks & Rec model

El Cerrito has a highly engaged community ready to support parks improvements. By focusing on learning, listening, and building shared understanding, the Commission aims to create a strong foundation for future collaboration and public/private partnership.

COMMUNITY SENTIMENT

In addition to connecting with community groups, we looked to these inputs to understand current community sentiment:

Survey conducted at the WorldOne 4th of July festival - 70 responses
These parks priorities emerged from a synthesis of survey responses:

Open Space

Clean Bathrooms

Walking/Biking Trails

Gathering Areas

Play Structures

After Dark Lighting

2022 & 2025 El Cerrito National Community Surveys
The El Cerrito 2022 National Community Survey revealed the importance that its residents place on parks and open spaces. Responding to the prompt: "Tell us how much of a priority, if at all, the City should place on each of the following aspects of the community in the next two years," Parks came in first place at 90%, ahead of public safety in second, and Open Space & Trails came in at third with 84%.

PARKS

PUBLIC SAFETY

OPEN SPACE & TRAILS

As of the finalization of this report, the results from the 2025 survey were not yet published.

CONCLUSION

The Park and Recreation Commission recognizes the ongoing financial and staffing constraints faced by the City. In response, we are committed to partnering closely with City leadership to help facilitate progress while minimizing additional demands on City resources.

To ensure continued transparency and momentum, the Commission will provide its next progress report in six months, establishing a twice-annual reporting cycle. As our work continues, we anticipate bringing forward specific recommendations informed by the patterns and needs we have observed through this year's review.

We welcome continued dialogue with the City Council to further explore our findings, clarify priorities, and determine appropriate next steps. We look forward to working collaboratively to support the long-term health, sustainability, and accessibility of our parks and recreation system.

AGENDA BILL

Agenda Item No. 6.D.

Date: January 20, 2026
To: El Cerrito City Council
From: Crystal Reams, Finance Director/City Treasurer, Finance Department
Subject: Monthly Disbursement and Check Register Report for November 2025

ACTION PROPOSED

Receive and file the Monthly Disbursement and Check Register Report for the month of November 2025.

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 November 30, 2025, reflecting 287 Accounts Payable General Warrant Nos. 94701 through 94987, 39 Automated Clearing House/Electronic Funds Transfer (ACH/EFT) transactions, and 680 payroll-related checks and EFTs for a grand total of $4,871,249.95.

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-preforming 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

This section is not applicable to this agenda item.

Reviewed by:

Karen Pinkos, City Manager

Attachments:

1. Monthly Payment Register November 2025

City of El Cerrito

Payment Register

From Payment Date: 11/1/2025 - To Payment Date: 11/30/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Description	Transaction Amount
AP-AP Check - Accounts Payable Checking Accoun								
Check								
94701	11/06/2025	Reconciled		11/12/2025	Accounts Payable	CALPERS LONG TERM CARE PROGRAM	PER3 - CALPERS Longterm Care Ins	$ 43.62
94702	11/06/2025	Reconciled		11/18/2025	Accounts Payable	FRANCHISE TAX BOARD	Payroll Deduction	429.27
94703	11/06/2025	Reconciled		11/12/2025	Accounts Payable	SEIU LOCAL 1021	COPE - VOLUNTARY COPE DEDUCTION*	1,974.30
94704	11/06/2025	Reconciled		11/13/2025	Accounts Payable	U.S. BANK - INSTITUTIONAL TRUST - W REGION	PAR - PARS - ARS 457*	3,794.72
94705	11/06/2025	Reconciled		11/13/2025	Accounts Payable	AMAZON CAPITAL SERVICES, INC.	general office supplies	40.96
94706	11/06/2025	Reconciled		11/12/2025	Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS	general office supplies	112.43
94707	11/06/2025	Reconciled		11/14/2025	Accounts Payable	4LEAF, INC.	PROFESSIONAL SERVICES - STAFFING SEPT 2025	7,276.15
94708	11/06/2025	Reconciled		11/13/2025	Accounts Payable	A PLUS TREE, LLC	PUBLIC TREE MAINTENANCE SVCS	20,198.80
94709	11/06/2025	Open			Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE	LIDAR TRAINING 10/9/25	648.00
94710	11/06/2025	Reconciled		11/13/2025	Accounts Payable	AMAZON CAPITAL SERVICES, INC.	CORP YARD BREAK ROOM SUPPLIES	792.56
94711	11/06/2025	Reconciled		11/17/2025	Accounts Payable	ARMOUR PETROLEUM SERVICE & EQUIPMENT CORP	UST VISUAL INSPECTION ON 9/30/2025	500.00
94712	11/06/2025	Reconciled		11/12/2025	Accounts Payable	ATCO Pest Control	COMMUNITY CENTER MONTHLY PEST CONTROL SERVICE SEPT 2025	665.00
94713	11/06/2025	Open			Accounts Payable	BEST EQUIPMENT	BAY CITIES PYROTECTOR INV -FIRE EXT. SERVICE & PURCHASE	655.74
94714	11/06/2025	Open			Accounts Payable	California Resource Recovery Association	ANNUAL MEMBERSHIP DUES	200.00
94715	11/06/2025	Reconciled		11/13/2025	Accounts Payable	CHILDCARE CAREERS, LLC	MADERA TEMP	312.00
94716	11/06/2025	Reconciled		11/17/2025	Accounts Payable	CINTAS CORPORATION #054 UNIFORMS	CORP YARD WEEKLY UNIFORM RENTALS	990.45
94717	11/06/2025	Reconciled		11/18/2025	Accounts Payable	COLEMAN, A'SHANTI	REIMBURSEMENT FOR CC LEADERSHIP ACADEMY	67.76
94718	11/06/2025	Open			Accounts Payable	COMMUNITY CONSERVATION CENTERS, INC.	PAPER + PLASTIC RECYCL 9/25/25	489.19
94719	11/06/2025	Reconciled		11/13/2025	Accounts Payable	COMP GRAPHIC	GARAGE SALE BANNER STICKERS	140.21
94720	11/06/2025	Open			Accounts Payable	CONSTABLE, MARIANNE	FEIDENKRAIS ATM OCT 2025	68.40
94721	11/06/2025	Reconciled		11/12/2025	Accounts Payable	CORODATA SHREDDING INC.	SHREDDING	239.19
94722	11/06/2025	Reconciled		11/12/2025	Accounts Payable	CPS HR CONSULTING	MARKETING SEPT 2025	35.00
94723	11/06/2025	Reconciled		11/12/2025	Accounts Payable	Dixon Resources Unlimited	PARKING MANAGEMENT ACTION PLAN	19,760.00
94724	11/06/2025	Reconciled		11/12/2025	Accounts Payable	DYNAMIC IMAGING	LIVESCAN MAINTENANCE 11/25-10/26	4,679.64
94725	11/06/2025	Reconciled		11/13/2025	Accounts Payable	EAST BAY SANITARY CO. INC.	STREET SWEEPING SEPT 2025	9,172.95
94726	11/06/2025	Reconciled		11/12/2025	Accounts Payable	EBMUD	EBMUD 8/30/25-10/29/25	770.24
94727	11/06/2025	Reconciled		11/17/2025	Accounts Payable	EYEP-SOLUTIONS INC	ALPR	17,820.81
94728	11/06/2025	Reconciled		11/14/2025	Accounts Payable	FIFTH ASSET, INC DBA DEBTBOOK	DEBTBOOK PAYMENT	12,348.00
94729	11/06/2025	Reconciled		11/14/2025	Accounts Payable	FLEET MANAGEMENTHOLDINGS, LLC	RECYCL TRUCK R4: REPAIRS	3,368.75
94730	11/06/2025	Reconciled		11/13/2025	Accounts Payable	GABRIEL, BARBARA, A.	ADULT BALLET OCT 2025	751.20
94731	11/06/2025	Reconciled		11/12/2025	Accounts Payable	GARDA CL WEST,INC.	ARMORED TRANSPORT SVC - NOV25	311.16
94732	11/06/2025	Reconciled		11/18/2025	Accounts Payable	GILMAN PRESS	BUSINESS CARDS	55.38
94733	11/06/2025	Reconciled		11/13/2025	Accounts Payable	GOLDEN BEAR TRANSFER STATION	STREET SWEEP SPOILS ON 10/13/25	460.65
94734	11/06/2025	Reconciled		11/12/2025	Accounts Payable	HDL COREN & CONE	CONTRACT SERVICES PROPERTY TAX OCT-DEC 2025	2,969.28
94735	11/06/2025	Reconciled		11/14/2025	Accounts Payable	HILLYARD	CITYWIDE CUSTODIAL SUPPLIES	52.81
94736	11/06/2025	Reconciled		11/12/2025	Accounts Payable	HIT ELITE LLC	YOUTH SEPT & OCT PICKELBALL	1,316.70
94737	11/06/2025	Reconciled		11/17/2025	Accounts Payable	HONEY BUCKET	CENTRAL PARK SERVICE 10/14/25-11/10/25	241.05
94738	11/06/2025	Open			Accounts Payable	JADSON SOUZA DE JESUS	CAPOEIRA SEPT-OCT 2025	1,072.80
94739	11/06/2025	Reconciled		11/17/2025	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS	CITY HALL ALARM SVCS 11/1/25-1/31/26	533.92
94740	11/06/2025	Reconciled		11/13/2025	Accounts Payable	KEL-AIRE	HVAC	1,552.79
94741	11/06/2025	Reconciled		11/13/2025	Accounts Payable	KNORR SYSTEMS, INC.	ACID 9/10/25	2,224.85
94742	11/06/2025	Reconciled		11/12/2025	Accounts Payable	MCCi, LLC	LASERFICHE SUBS. & SUPPORT RENEWAL	14,455.00
94743	11/06/2025	Reconciled		11/17/2025	Accounts Payable	MERCURIO BROS. PRINTING, INC,	FALL 2025 GARAGE SALE MAPS	253.58
94744	11/06/2025	Reconciled		11/12/2025	Accounts Payable	MIRACLE PLAYSYSTEMS INC.	CANYON TRAIL PLAYGROUND PARTS PROJ #25-6706	5,066.95
94745	11/06/2025	Reconciled		11/12/2025	Accounts Payable	MITCHELL, BONNIE	AQUA AUMBA AUG AND SEPT 2025	1,352.40
94746	11/06/2025	Reconciled		11/12/2025	Accounts Payable	MORTON'S URBAN PEST MANAGEMENT	FAIRMONT CLUBHOUSE PEST CONTROL SVS SEPT 2025	880.00
94747	11/06/2025	Reconciled		11/18/2025	Accounts Payable	ODP BUSINESS SOLUTIONS, LLC	SUPPLIES FOR PD	60.09
94748	11/06/2025	Reconciled		11/21/2025	Accounts Payable	OLIVERO PLUMBING	HARDING CLUBHOUSE/ PARK RESTROOM FAUCET REPMT	1,885.00

City of El Cerrito

Payment Register

From Payment Date: 11/1/2025 - To Payment Date: 11/30/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Description	Transaction Amount
94749	11/06/2025	Reconciled		11/14/2025	Accounts Payable	PLACEWORKS	SAFETY ELEMENT UPDATE SVC SEPT 2025	3,868.36
94750	11/06/2025	Reconciled		11/12/2025	Accounts Payable	PLAZA AUTO SERVICE INC	M33 ANNUAL SUV/TRUCK SERVICE ON 8/21/25	316.11
94751	11/06/2025	Reconciled		11/14/2025	Accounts Payable	RUBICON ENTERPRISES INC	MONTHLY LANDSCAPE MAINTENANCE SEPT 2025	40,665.36
94752	11/06/2025	Reconciled		11/14/2025	Accounts Payable	Schaaf & Wheeler, Consulting Civil Engineers Inc.	STORM DRAIN MASTER PLAN	18,300.00
94753	11/06/2025	Reconciled		11/12/2025	Accounts Payable	SCHINDLER ELEVATOR CORPORATION	CITY HALL ELEVATOR PREVENTIVE MAINT SERVICE. 11/1/25-10/31/26	4,748.20
94754	11/06/2025	Reconciled		11/12/2025	Accounts Payable	SSD ALARM	ARLINGTON CLUBHOUSE ALARM SVCS NOV 2025	1,032.41
94755	11/06/2025	Reconciled		11/12/2025	Accounts Payable	STERICYCLE, INC.	HAZARDOUS WASTE DEC 2024	565.23
94756	11/06/2025	Reconciled		11/17/2025	Accounts Payable	TRB AND ASSOCIATES, INC.	PLAN CHECK ARCH/ENGINEERING SEPT 2025	93,436.00
94757	11/06/2025	Reconciled		11/12/2025	Accounts Payable	TWO BROTHERS POOL & SPA, INC	OCT24 SVC & REAGENTS + LEAK	4,030.54
94758	11/06/2025	Reconciled		11/13/2025	Accounts Payable	UNIVERSAL BUILDING SERVICE	LIBRARY CUSTODIAL SUPPLIES	216.70
94759	11/06/2025	Reconciled		11/24/2025	Accounts Payable	W-TRANS INC	TRAFFIC EVALUATIONS	973.75
94760	11/06/2025	Reconciled		11/12/2025	Accounts Payable	WALNUT CREEK FORD INC	VEHICLE MAINTENANCE	820.42
94761	11/06/2025	Reconciled		11/12/2025	Accounts Payable	WESTERN STATE DESIGN INC.	EXTRACTOR REPAIRS	432.71
94762	11/06/2025	Reconciled		11/10/2025	Accounts Payable	USTICK, JARED	ACADEMY PER DIEM 10/13-10/24	500.00
94763	11/06/2025	Reconciled		11/12/2025	Accounts Payable	LANDRY, MARC	REAL PROPERTY TAX REBATE FOR 1848 KEY BLVD	2,959.50
94764	11/13/2025	Reconciled		11/17/2025	Accounts Payable	VELOCITY LOCK AND KEY	COMMERCIAL SAFE -AMSEC MM2820	1,748.57
94765	11/13/2025	Open			Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT	FD32 REPAIRS	47,483.23
94766	11/13/2025	Reconciled		11/18/2025	Accounts Payable	ALERT-ALL	FD PUB ED	1,059.51
94767	11/13/2025	Reconciled		11/21/2025	Accounts Payable	ASCAP	ASCAP LICENSE	453.25
94768	11/13/2025	Reconciled		11/18/2025	Accounts Payable	AVANTPAGE INC.	INTERPRETATION SVCS -CITY MANAGER'S OFFICE 10/14/25	5.10
94769	11/13/2025	Reconciled		11/18/2025	Accounts Payable	BATTALION ONE FIRE PROTECTION	CITY HALL QUARTERLY FIRE SPRINKLER INSPECT. ON 10/31/25	440.00
94770	11/13/2025	Reconciled		11/20/2025	Accounts Payable	BERKELEY GLASS CENTER	REPLACE STA 51 SHOWER DOOR	1,480.00
94771	11/13/2025	Reconciled		11/18/2025	Accounts Payable	BLUECOSMO	FD SATELLITE PHONE 11/01/25-11/30/25	154.50
94772	11/13/2025	Reconciled		11/18/2025	Accounts Payable	BOLT STAFFING SERVICE, INC.	TEMPORARY CLERICAL HELP 9/22/25-9/28/25	1,682.69
94773	11/13/2025	Reconciled		11/20/2025	Accounts Payable	BOUNDTREE MEDICAL LLC	MEDICAL SUPPLIES	4,167.29
94774	11/13/2025	Reconciled		11/19/2025	Accounts Payable	CALIFORNIA PUBLIC POLICY GROUP INC.	GRANT WRITING & ADVOCACY SVCS OCT 2025	6,500.00
94775	11/13/2025	Reconciled		11/24/2025	Accounts Payable	CHILDCARE CAREERS, LLC	MADERA CHILDCARE TEMPS	1,404.00
94776	11/13/2025	Reconciled		11/21/2025	Accounts Payable	CINTAS CORPORATION #054 UNIFORMS	CORP YARD UNIFORMS WEEKLY RENTALS	319.59
94777	11/13/2025	Reconciled		11/18/2025	Accounts Payable	CITY OF RICHMOND	CAD NOV 2025	72,014.17
94778	11/13/2025	Reconciled		11/24/2025	Accounts Payable	CITY OF WALNUT CREEK	LEADERSHIP ACADEMY DUES 2025-2026	5,898.00
94779	11/13/2025	Reconciled		11/18/2025	Accounts Payable	CIVIC CENTER AUTO CARE	FLAT TIRE CHANGE	95.00
94780	11/13/2025	Open			Accounts Payable	COMMUNITY CONSERVATION CENTERS, INC.	PAPER + PLASTIC RECYCLE 5/2021	1,236.60
94781	11/13/2025	Reconciled		11/21/2025	Accounts Payable	CONTRA COSTA COUNTY OFFICE OF SHERIFF-CORONER	ARIES MAINTENANCE FY25-26	8,770.00
94782	11/13/2025	Reconciled		11/24/2025	Accounts Payable	COUNTY TREASURER	ANIMAL CONTROL SVCS JUL-SEPT 2025 REMAINING BAL	45.00
94783	11/13/2025	Reconciled		11/25/2025	Accounts Payable	CRIME SCENE CLEANERS, INC.	BIOHAZARD REMOVAL	650.00
94784	11/13/2025	Reconciled		11/21/2025	Accounts Payable	DON'S TIRE SERVICE, INC.	TIRE CHANGE & TPMS	1,138.80
94785	11/13/2025	Reconciled		11/19/2025	Accounts Payable	EAGLE BUSINESS FORMS	CITATION PRINTING	3,948.46
94786	11/13/2025	Reconciled		11/18/2025	Accounts Payable	EBMUD	EBMUD 8/29/25-10/29/25	28,061.86
94787	11/13/2025	Reconciled		11/18/2025	Accounts Payable	FEDEX	SHIPPING	79.06
94788	11/13/2025	Reconciled		11/20/2025	Accounts Payable	FLEET MANAGEMENTHOLDINGS, LLC	R1: REPAIR BREAKS LINNING	6,933.35
94789	11/13/2025	Reconciled		11/24/2025	Accounts Payable	FORENSIC SERVICES DIVISION	FORENSICS 9/1/25-9/30/25	3,268.05
94790	11/13/2025	Reconciled		11/19/2025	Accounts Payable	GOLDEN BEAR TRANSFER STATION	STREET SWEET SPOILS ON 10/28/25	394.02
94791	11/13/2025	Reconciled		11/26/2025	Accounts Payable	GRAND PRIX CAR WASH	CAR WASH	56.97
94792	11/13/2025	Reconciled		11/18/2025	Accounts Payable	J & O'S COMMERCIAL TIRE CENTER	REPAIRS: TRUCK FLAT, REMA RADIAL UNIT	241.75
94793	11/13/2025	Reconciled		11/19/2025	Accounts Payable	LEETE GENERATORS	STA 51 REPAIR	1,321.59
94794	11/13/2025	Open			Accounts Payable	LEGAL UPDATES, LLC	LEGAL UPDATES	1,188.00
94795	11/13/2025	Reconciled		11/19/2025	Accounts Payable	LEHR AUTO ELECTRIC & EMERGENCY	VEHICLE OUTFITTING	42,802.38
94796	11/13/2025	Reconciled		11/20/2025	Accounts Payable	LEXIPOL LLC	LEXIPOL SUBSCRIPTION 11/1/25-10/31/26	9,196.81
94797	11/13/2025	Reconciled		11/25/2025	Accounts Payable	MANQUEROS, MARK, MARCOS	YOUTH TENNIS CLASSES SEP-OCT 2025	16,439.11
94798	11/13/2025	Reconciled		11/18/2025	Accounts Payable	NORGE CLEANERS	DRY CLEANING OCT 2025	536.25

City of El Cerrito

Payment Register

From Payment Date: 11/1/2025 - To Payment Date: 11/30/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Description	Transaction Amount
94799	11/13/2025	Reconciled		11/21/2025	Accounts Payable	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES REC	464.61
94800	11/13/2025	Reconciled		11/20/2025	Accounts Payable	OLIVER'S TOW INC.	F-150 TOW	115.50
94801	11/13/2025	Reconciled		11/20/2025	Accounts Payable	PASTIME HARDWARE	KEYS FOR RADAR TRAILER	44.70
94802	11/13/2025	Reconciled		11/24/2025	Accounts Payable	RAFTELIS	CITY COUNCIL RETREAT FACILITATION & REPORT	5,000.00
94803	11/13/2025	Reconciled		11/18/2025	Accounts Payable	Rogers Stringer & McClelland, Inc.	CONSTRUCTION DOC DEVELOPMENT 10/1/25-10/31/25	62,500.00
94804	11/13/2025	Open			Accounts Payable	ROSTAD, KIKI	FULL CLAY MAGIC CLASS SEPT 16-OCT 30	1,470.00
94805	11/13/2025	Reconciled		11/24/2025	Accounts Payable	SANTA'S LIGHTING EXPERT	HOLIDAY LIGHTS ON SAN PABLO AVE	4,600.00
94806	11/13/2025	Reconciled		11/18/2025	Accounts Payable	SHAHKAR, MEHRAN	STRENGTH & BALANCE OCT 2025	1,536.00
94807	11/13/2025	Reconciled		11/19/2025	Accounts Payable	STAPLES	OFFICE SUPPLIES	115.03
94808	11/13/2025	Reconciled		11/20/2025	Accounts Payable	STERICYCLE, INC.	MEDICAL WASTE NOV 2025	945.25
94809	11/13/2025	Open			Accounts Payable	Tecknica Auto, Inc.	BATTERY & INSTALL	1,311.98
94810	11/13/2025	Reconciled		11/19/2025	Accounts Payable	U.S. SECURITY SUPPLY, INC.	CYLINDRICAL LOCKSET	1,296.76
94811	11/13/2025	Reconciled		11/19/2025	Accounts Payable	UNIVERSAL BUILDING SERVICE	LIBRARY MONTHLY JANITORIAL SVCS OCT 2025	1,402.87
94812	11/13/2025	Open			Accounts Payable	WATER SAFETY PRODUCTS, INC	RESCUE TUBES	3,386.09
94813	11/13/2025	Reconciled		11/24/2025	Accounts Payable	Baca, Marco	MILEAGE AND MEAL REIMBURSEMENT 10/13/25-10/31/25	848.70
94814	11/13/2025	Open			Accounts Payable	BLUEFORD, EMILE	MILEAGE AND MEAL REIMBURSEMENT 10/06/25-10/31/25	1,132.00
94815	11/13/2025	Reconciled		11/18/2025	Accounts Payable	BRIONES, ELROND	MILEAGE AND MEAL REIMBURSEMENT 10/6/25-10/31/25	955.60
94816	11/13/2025	Open			Accounts Payable	CHAND, NIRAJAN	LUNCH - CRISIS INTERVENTION TRAINING 10/13-10/16	32.00
94817	11/13/2025	Reconciled		11/24/2025	Accounts Payable	DADUL, JIGME	MILEAGE AND MEAL REIMBURSEMENT 10/13/25-10/31/25	831.90
94818	11/13/2025	Reconciled		11/24/2025	Accounts Payable	KIM, DANIEL	MILEAGE AND MEAL REIMBURSEMENT 10/13/25-10/31/25	859.20
94819	11/13/2025	Reconciled		11/17/2025	Accounts Payable	LEARD, CHRISTINA	MMANC ANNUAL CONFERENCE OCT 14-17	219.40
94820	11/13/2025	Reconciled		11/24/2025	Accounts Payable	PETERS, THOMAS	REIMBURSEMENT FOR TRAINING CLASS & LODGING	1,052.50
94821	11/13/2025	Reconciled		11/24/2025	Accounts Payable	POSTMASTER	POSTAGE FOR REC WINTER/SPRING 2026 BULK MAIL PERMIT #79	5,000.00
94822	11/13/2025	Reconciled		11/21/2025	Accounts Payable	RATLIFF, WILLIAM	REIMBURSEMENT FOR ANNUAL PARAMEDIC REGIST. 9/25/25	250.00
94823	11/13/2025	Reconciled		11/24/2025	Accounts Payable	SAEPHAN, MATTHEW	MILEAGE AND MEAL REIMBURSEMENT 10/13/25-10/31/25	869.70
94824	11/13/2025	Reconciled		11/18/2025	Accounts Payable	USTICK, JARED	ACADEMY PER DIEM 10/27-10/31	250.00
94825	11/13/2025	Reconciled		11/19/2025	Accounts Payable	VAN WYCK, JAMES	REIMBURSEMENT FOR TRAINING CLASSES	848.00
94826	11/13/2025	Reconciled		11/24/2025	Accounts Payable	Williams, Dominique	LUNCH - TRAFFIC COLLISION INV. TRAINING 10/13-10/17	40.00
94827	11/13/2025	Open			Accounts Payable	WINTERS, CHRISTOPHER	LUNCH - CRISIS INTERVENTION TRAINING 10/13-10/16	32.00
94828	11/13/2025	Reconciled		11/20/2025	Accounts Payable	4IMPRINT, INC.	general office supplies	2,849.01
94829	11/13/2025	Reconciled		11/17/2025	Accounts Payable	IRON MOUNTAIN	Off site records storage	862.04
94830	11/13/2025	Open			Accounts Payable	QUINTO, GABRIEL	travel reimbursement	174.60
94831	11/20/2025	Reconciled		11/24/2025	Accounts Payable	GHILOTTI BROS, INC	DEL NORTE TOD COMPLETE STREETS IMPROV 9/21/25-10/20/25	485,889.00
94832	11/20/2025	Reconciled		11/26/2025	Accounts Payable	24 HOUR FITNESS USA, LLC	GYM MEMEBERSHIPS OCT 2025	395.89
94833	11/20/2025	Reconciled		11/26/2025	Accounts Payable	AT&T	CITY HALL MAIN INTERNET LINE 09/15/25 - 10/14/25	2,160.57
94834	11/20/2025	Reconciled		11/26/2025	Accounts Payable	AVILA PROJECT MANAGEMENT	EBMUD/WILDCAT PERMIT OCT 2025	1,182.50
94835	11/20/2025	Voided	Test Error	11/20/2025	Accounts Payable	BADGE FRAME, INC.	#N/A	108.05
94836	11/20/2025	Reconciled		11/24/2025	Accounts Payable	BAY ALARM COMPANY	STA 51 ALARM 12/1/25-2/28/26	359.94
94837	11/20/2025	Open			Accounts Payable	BOLT STAFFING SERVICE, INC.	TEMPORARY CLERICAL HELP 10/27/25-11/02/25	263.40
94838	11/20/2025	Reconciled		11/28/2025	Accounts Payable	CANN, COLETTE	OPEN CERAMICS - FRIDAYS OCT 2025	115.20
94839	11/20/2025	Reconciled		11/26/2025	Accounts Payable	CENTER FOR HEARING HEALTH INC	FD HEARING TESTS	2,160.00
94840	11/20/2025	Reconciled		11/26/2025	Accounts Payable	CHILDCARE CAREERS, LLC	MEDERA CHILDCARE TEMPS	468.00
94841	11/20/2025	Reconciled		11/25/2025	Accounts Payable	CITYGATE ASSOCIATES, LLC	SERVICE DELIVERY STUDY DEVELOPMENT OCT 2025	29,358.60
94842	11/20/2025	Reconciled		11/25/2025	Accounts Payable	CONCORD UNIFORMS	UNIFORM BELT	89.94
94843	11/20/2025	Open			Accounts Payable	COOKE, JOANNE	FLAMENCO DANCE OCT 2025	144.00
94844	11/20/2025	Reconciled		11/26/2025	Accounts Payable	EBMUD	EBMUD 9/9/25-11/6/25	4,279.13
94845	11/20/2025	Reconciled		11/26/2025	Accounts Payable	FEDEX	SHIPPING	19.54
94846	11/20/2025	Open			Accounts Payable	FUJIWARA, PATTY	OPEN CERAMICS MON EVENING OCT 2025	964.80
94847	11/20/2025	Reconciled		11/28/2025	Accounts Payable	GRAUL, BELINDA	GYMNASTICS SEP-OCT 2025	7,480.00
94848	11/20/2025	Reconciled		11/26/2025	Accounts Payable	Griffin Structures, Inc.	EL CERRITO LIBRARY OWNER'S REP SVCS OCT 2025	1,131.20

City of El Cerrito

Payment Register

From Payment Date: 11/1/2025 - To Payment Date: 11/30/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Description	Transaction Amount
94849	11/20/2025	Reconciled		11/24/2025	Accounts Payable	JAFFE, SCOT	OPEN CERMAICS THRU OCT 2025	546.00
94850	11/20/2025	Reconciled		11/26/2025	Accounts Payable	JONES, HIROMI	HATHA YOGA OCT 2025	1,260.00
94851	11/20/2025	Reconciled		11/24/2025	Accounts Payable	KI RESEARCH INSTITUTE	AIKIDO OCT 2025	336.00
94852	11/20/2025	Reconciled		11/25/2025	Accounts Payable	KINSEY, KATHRYNE ANN	BRIDGE OCT 2025	180.00
94853	11/20/2025	Open			Accounts Payable	KREISBERG LAW FIRM	LEGAL SERVICES FOR OCT 2025	75.00
94854	11/20/2025	Reconciled		11/24/2025	Accounts Payable	LETCHER BROS. AUTO REPAIR INC.	F150 REPAIR	1,580.01
94855	11/20/2025	Open			Accounts Payable	NORTHERN CALIFORNIA SPELMANSLAG	SCAN FOLK DANCE OCT 2025	69.30
94856	11/20/2025	Reconciled		11/26/2025	Accounts Payable	POLCO	NATIONAL COMMUNITY SURVEY 2025	8,783.34
94857	11/20/2025	Reconciled		11/25/2025	Accounts Payable	RELADYNE	SMALL TOOL FUEL	99.59
94858	11/20/2025	Reconciled		11/26/2025	Accounts Payable	RICOH USA, INC	LEASE PAYMENT SEP 2025	3,218.84
94859	11/20/2025	Open			Accounts Payable	RIVERA, NICOLE	WOMEN'S WORKOUT OCT 2025	1,440.00
94860	11/20/2025	Reconciled		11/26/2025	Accounts Payable	RUBICON ENTERPRISES INC	EXTRA WORK IRRIGATION REPAIRS PROPOSAL #3618	3,475.44
94861	11/20/2025	Reconciled		11/25/2025	Accounts Payable	SSD ALARM	COMMUNITY CENTER ALARM DEC 2025	205.22
94862	11/20/2025	Reconciled		11/26/2025	Accounts Payable	UNIVERSAL BUILDING SERVICE	BUILDING SUPPLIES FIRE DEPT	1,384.47
94863	11/20/2025	Reconciled		11/25/2025	Accounts Payable	WILLDAN FINANCIAL SERVICES	2017 CERTIFICATES OF PARTICIPATION & SALES TAX REV REFUNDING	500.00
94864	11/20/2025	Reconciled		11/25/2025	Accounts Payable	ZOHO CORPORATION	MANAGE ENGINE SOFTWARE SUBSCRIPTION	9,882.00
94865	11/20/2025	Open			Accounts Payable	BENSON, PETER	REIMBURSEMENT FOR PARAMEDIC CERTIFICATION	250.00
94866	11/20/2025	Reconciled		11/25/2025	Accounts Payable	COLEMAN, A'SHANTI	TUITION REIMBURSEMENT PER MOU SEC 17.1	1,000.00
94867	11/20/2025	Reconciled		11/25/2025	Accounts Payable	WYSINGER, CAROLYN	MAYORS CONFERENCE/ DINNER FOR COUNCILMEMBERS	204.40
94868	11/20/2025	Open			Accounts Payable	CALMO'S PLUMBING & ROOTER	RELEASE OF BONDS -NOV 1 2025	1,945.00
94869	11/20/2025	Open			Accounts Payable	EVEREST PLUMBING & DRAIN	RELEASE OF BONDS -NOV 1 2025	3,816.00
94870	11/20/2025	Reconciled		11/28/2025	Accounts Payable	LARRIETA SANITATIION CONSTRUCTION	RELEASE OF BONDS -NOV 1 2025	1,799.12
94871	11/20/2025	Open			Accounts Payable	PG&E	RELEASE OF BONDS -NOV 1 2025	18,411.22
94872	11/20/2025	Open			Accounts Payable	SEWER WORKS, INC	RELEASE OF BONDS -NOV 1 2025	6,450.77
94873	11/20/2025	Reconciled		11/26/2025	Accounts Payable	ABOVE ALL PLUMBING INC	RELEASE OF BONDS - NOV 2025 PART 1	1,945.00
94874	11/20/2025	Open			Accounts Payable	AMERICAN EAGLE PLUMBING	RELEASE OF BONDS - NOV 2025 PART 2	1,945.00
94875	11/20/2025	Open			Accounts Payable	BENJAMIN FRANKLIN PLUMBING	RELEASE OF BONDS - NOV 2025 PART 2	1,945.00
94876	11/20/2025	Open			Accounts Payable	C & C PAVING & GRADING	RELEASE OF BONDS - NOV 2025 PART 1	761.65
94877	11/20/2025	Open			Accounts Payable	C & C PAVING & GRADING	RELEASE OF BONDS - NOV 2025 PART 1	1,799.12
94878	11/20/2025	Reconciled		11/28/2025	Accounts Payable	CHO, SEUNG, HYUN	RELEASE OF BONDS - NOV 2025 PART 2	3,392.00
94879	11/20/2025	Open			Accounts Payable	ECHOLS, ROBERT	RELEASE OF BONDS - NOV 2025 PART 1	3,392.00
94880	11/20/2025	Open			Accounts Payable	KAPLAN, JESSICA	RELEASE OF BONDS - NOV 2025 PART 1	294.58
94881	11/20/2025	Reconciled		11/25/2025	Accounts Payable	NOVOSEL, ARAM	RELEASE OF BONDS - NOV 2025 PART 1	823.00
94882	11/20/2025	Reconciled		11/25/2025	Accounts Payable	RANDALL, ROBIN	RELEASE OF BONDS - NOV 2025 PART 1	3,392.00
94883	11/20/2025	Reconciled		11/26/2025	Accounts Payable	CALPERS LONG TERM CARE PROGRAM	PER3 - CALPERS Longterm Care Ins	43.62
94884	11/20/2025	Reconciled		11/28/2025	Accounts Payable	HEALTH CARE DENTAL TRUST	DEN1 - Dental 1*	17,592.28
94885	11/20/2025	Open			Accounts Payable	IAFF LOCAL 1230	DUE4 - UNION LOCAL 1230	5,945.96
94886	11/20/2025	Open			Accounts Payable	KAISER FOUNDATION HEALTH PLAN	K1 - Kaiser 1*	263,690.86
94887	11/20/2025	Reconciled		11/26/2025	Accounts Payable	LEGALSHIELD	LEGL - PRE-PAID LEGAL SRVC	153.50
94888	11/20/2025	Reconciled		11/26/2025	Accounts Payable	MUNICIPAL POOLING AUTHORITY	LIFE - Supp Life Insu. Invo#: 920-43497_November 2025	12,980.37
94889	11/20/2025	Reconciled		11/25/2025	Accounts Payable	NATIONWIDE TRUST COMPANY, FSB	FHEA - Fire Health Savings Acct	18,175.00
94890	11/20/2025	Reconciled		11/25/2025	Accounts Payable	SEIU LOCAL 1021	COPE - VOLUNTARY COPE DEDUCTION*	1,980.44
94891	11/20/2025	Reconciled		11/25/2025	Accounts Payable	U.S. BANK - INSTITUTIONAL TRUST - W REGION	PAR - PARS - ARS 457*	3,120.13
94892	11/20/2025	Open			Accounts Payable	CONTRA COSTA COUNTY	Supplies	99.80
94893	11/20/2025	Reconciled		11/28/2025	Accounts Payable	TRIPEPI SMITH AND ASSOCIATES, INC.	Communication support	7,500.00
94894	11/20/2025	Open			Accounts Payable	CITY OF PINOLE	Video Production for Council Meeting	1,608.00
94895	11/20/2025	Open			Accounts Payable	TOWN OF DANVILLE	Mayors Conference for Councilmember Motoyama	70.00
94896	11/20/2025	Open			Accounts Payable	COMMUNITY CONSERVATION CENTERS, INC.	PLASTIC & PAPER LOADS	586.09
94897	11/20/2025	Reconciled		11/25/2025	Accounts Payable	DADUL, JIGME	MILEAGE AND MEAL REIMBURSEMENT 02/03-03/21/25	1,866.60
94898	11/20/2025	Reconciled		11/25/2025	Accounts Payable	DADUL, JIGME	MILEAGE AND MEAL REIMBURSEMENT 11/25/24-01/31/25	2,470.50

City of El Cerrito

Payment Register

From Payment Date: 11/1/2025 - To Payment Date: 11/30/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Description	Transaction Amount
94899	11/20/2025	Reconciled		11/26/2025	Accounts Payable	DADUL, JIGME	MILEAGE AND MEAL REIMBURSEMENT 3/24/25-4/25/25	1,372.50
94900	11/20/2025	Reconciled		11/26/2025	Accounts Payable	DADUL, JIGME	BASIC POLICE ACADEMY - MILEAGE & LUNCH REIMB 4/28-5/30/25	768.60
94901	11/26/2025	Open			Accounts Payable	CABLECOM	RELEASE OF BONDS -NOV 2025 PART 3	3,392.00
94902	11/26/2025	Open			Accounts Payable	EVEREST PLUMBING & DRAIN	RELEASE OF BONDS -NOV 2025 PART 3	3,890.00
94903	11/26/2025	Open			Accounts Payable	KATO PLUMBING	RELEASE OF BONDS -NOV 2025 PART 3	1,945.00
94904	11/26/2025	Open			Accounts Payable	PG&E	RELEASE OF BONDS -NOV 2025 PART 3	16,370.00
94905	11/26/2025	Open			Accounts Payable	S&H CONSTRUCTION	RELEASE OF BONDS -NOV 2025 PART 3	1,945.00
94906	11/26/2025	Open			Accounts Payable	SEWER MASTER	RELEASE OF BONDS -NOV 2025 PART 3	823.00
94907	11/26/2025	Open			Accounts Payable	SEWER WORKS, INC	RELEASE OF BONDS -NOV 2025 PART 3	3,890.00
94908	11/26/2025	Open			Accounts Payable	STAR ROOTER AND PLUMBING	RELEASE OF BONDS -NOV 2025 PART 3	1,945.00
94909	11/26/2025	Open			Accounts Payable	TERRA NOVA ENGINEERING INC	RELEASE OF BONDS -NOV 2025 PART 3	1,945.00
94910	11/26/2025	Open			Accounts Payable	AMERICAN EAGLE PLUMBING	RELEASE OF BONDS - NOV 2025 PART 3	1,945.00
94911	11/26/2025	Open			Accounts Payable	CABALLERO, ALEJANDRO, GARCIA	RELEASE OF BONDS - NOV 2025 PART 3	3,392.00
94912	11/26/2025	Open			Accounts Payable	JEING, THOMAS	RELEASE OF BONDS - NOV 2025 PART 3	3,392.00
94913	11/26/2025	Open			Accounts Payable	4LEAF, INC.	FIRE PLAN REVIEW OCT 2025	1,880.00
94914	11/26/2025	Open			Accounts Payable	A PLUS TREE, LLC	PUBLIC TREE MAINTENANCE SVCS	48,356.38
94915	11/26/2025	Open			Accounts Payable	ACAPULCO ROCK AND SOIL	STORM DRAIN INFRASTRUCTURE SUPPLIES	803.37
94916	11/26/2025	Open			Accounts Payable	ALLIANT INSURANCE SERVICES, INC	UST POLLUTION LIABILITY INSURANCE 11/5/25-11/5/26	1,898.51
94917	11/26/2025	Open			Accounts Payable	AMERIGAS PROPANE INC	PROPANE FOR FORKLIFTS	680.55
94918	11/26/2025	Open			Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	MOTOR OIL RECYCLING	501.00
94919	11/26/2025	Open			Accounts Payable	ATCO Pest Control	COMMUNITY CENTER PEST CONTROL SERVICE NOV 2025	375.00
94920	11/26/2025	Open			Accounts Payable	AVILA PROJECT MANAGEMENT	2025 SURFACE SEAL PROJ -CONSTRUCTION PHASE OCT 2025	5,697.50
94921	11/26/2025	Open			Accounts Payable	BATTALION ONE FIRE PROTECTION	QUARTERLY FIRE SPRINKLER RECYCL CENTER 10/31/25	440.00
94922	11/26/2025	Open			Accounts Payable	BAY ALARM COMPANY	CORP YARD ALARM 12/1/25-2/28/26	847.05
94923	11/26/2025	Open			Accounts Payable	BAY AREA NEWS GROUP EAST BAY	PUBLIC HEARING NOTICES OCT 2025	793.02
94924	11/26/2025	Open			Accounts Payable	BEND MAILING	GREENER EL CERRITO NEWSLETTER NOV 2025	125.14
94925	11/26/2025	Open			Accounts Payable	BOUNDTREE MEDICAL LLC	MEDICAL SUPPLIES	598.30
94926	11/26/2025	Open			Accounts Payable	CCCSO LAW ENFORCEMENT TRAINING	TRAFFIC COLLISION INVESTIGATION TRAINING OCT 13-17	239.00
94927	11/26/2025	Open			Accounts Payable	CINTAS CORPORATION #054 UNIFORMS	UNIFORM ITEMS FOR LAMBERTO	1,113.35
94928	11/26/2025	Open			Accounts Payable	CITY OF FAIRFIELD	RANGE FEES	1,782.00
94929	11/26/2025	Open			Accounts Payable	COMMUNITY CONSERVATION CENTERS, INC.	MIXED PAPER + NON-CRV PLASTIC RECYCLING 10/25	423.05
94930	11/26/2025	Open			Accounts Payable	CORODATA SHREDDING INC.	SHREDDING SVCS OCT 2025	297.75
94931	11/26/2025	Open			Accounts Payable	CPS HR CONSULTING	MARKETING 9/28/25-11/01/25	97.50
94932	11/26/2025	Open			Accounts Payable	CSW/STUBER-STROEH ENGINEERING GROUP INC	SLIDE STRUCTURAL EVAL - AUG25 SVCS	18,500.00
94933	11/26/2025	Open			Accounts Payable	Dixon Resources Unlimited	PARKING MANAGEMENT ACTION PLAN OCT 2025	3,483.75
94934	11/26/2025	Open			Accounts Payable	DON'S TIRE SERVICE, INC.	CAR#9 TIRE REPLACEMENT	374.90
94935	11/26/2025	Open			Accounts Payable	DUNNIGAN PSYCHOLOGICAL & THREAT ASSESSMENTS	PSYCH EVAL	1,200.00
94936	11/26/2025	Open			Accounts Payable	EAST BAY BLUE PRINT & SUPPLY CO.	HP PLOTTER LEASE SEPT 2025	225.00
94937	11/26/2025	Open			Accounts Payable	EAST BAY SANITARY CO. INC.	STREET SWEEPING OCT 2025	9,172.95
94938	11/26/2025	Open			Accounts Payable	EBMUD	EBMUD 9/9/25-11/6/25	152.28
94939	11/26/2025	Open			Accounts Payable	FLEET MANAGEMENTHOLDINGS, LLC	R3: SERVICE BRAKE	2,158.75
94940	11/26/2025	Open			Accounts Payable	GOLDEN BEAR TRANSFER STATION	STREET SWEEP SPOILS ON 11/7/25 & 11/11/25	1,141.50
94941	11/26/2025	Open			Accounts Payable	HILLYARD	CUSTODIAL SUPPLIES	3,078.91
94942	11/26/2025	Open			Accounts Payable	HONEY BUCKET	CENTRAL PARK SERVICE 11/11/25-12/8/25	241.05
94943	11/26/2025	Open			Accounts Payable	HORIZON	SAN PABLO AVE IRRIGATION CONTROLLER COMPONENT	1,844.27
94944	11/26/2025	Open			Accounts Payable	J & O'S COMMERCIAL TIRE CENTER	TIRE PARTS & SERVICES	5,160.63
94945	11/26/2025	Open			Accounts Payable	KEL-AIRE	COMMUNITY CENTER MAINTENANCE OCT 2025	1,685.22
94946	11/26/2025	Open			Accounts Payable	KENNEDY, GREG, C	EMS CALL REVIEW OCT 2025	2,100.00
94947	11/26/2025	Open			Accounts Payable	KNORR SYSTEMS, INC.	CO2	1,198.90
94948	11/26/2025	Open			Accounts Payable	MORTON'S URBAN PEST MANAGEMENT	FAIRMONT CLUBHOUSE PEST CONTROL SVS OCT 2025	515.00

Payment Register

From Payment Date: 11/1/2025 - To Payment Date: 11/30/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Description	Transaction Amount
94949	11/26/2025	Open			Accounts Payable	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES CD	576.95
94950	11/26/2025	Open			Accounts Payable	ODYSSEY POWER CORPORATION	CITY HALL GENERATOR MINOR SERVICE	450.00
94951	11/26/2025	Open			Accounts Payable	PASTIME HARDWARE	BUILDING SUPPLIES FOR CV PARK RESTROOM	49.26
94952	11/26/2025	Open			Accounts Payable	PAYMENTUS CORPORATION	CREDIT CARD PROCESSING FEES SEPT 2025	5,084.96
94953	11/26/2025	Open			Accounts Payable	PINNACLE PETROLEUM INC	UNLEADED FUEL 11/6/25	14,174.65
94954	11/26/2025	Open			Accounts Payable	PLACEWORKS	SAFETY ELEMENT UPDATE SVCS OCT 2025	3,997.13
94955	11/26/2025	Open			Accounts Payable	PLAZA AUTO SERVICE INC	M41 ANNUAL TRUCK SVCS ON 10/14/25	1,480.67
94956	11/26/2025	Open			Accounts Payable	PREMIER GRAPHICS	VIOLATION WARMING SIGNS	181.91
94957	11/26/2025	Open			Accounts Payable	RAMOS, STEPHANIE, R	ZUMBA OCT 2025	3,591.60
94958	11/26/2025	Open			Accounts Payable	REDWOOD PUBLIC LAW, LLP	1755 EASTSHORE (FORMER OSH SITE) LABOR 10/08/25-10/31/25	35,978.83
94959	11/26/2025	Open			Accounts Payable	RICOH USA, INC	OVERAGE CHARGE	4,237.73
94960	11/26/2025	Open			Accounts Payable	RINGCENTRAL, INC.	VOLP PHONE SERVICE FOR CITY STAFFS 11/14/25-12/13/25	2,070.75
94961	11/26/2025	Open			Accounts Payable	ROADSAFE TRAFFIC SYSTEMS, INC.	INFRASTRUCTURE SUPPLIES	700.21
94962	11/26/2025	Open			Accounts Payable	RUBICON ENTERPRISES INC	PARKS MONTHLY LANDSCAPE MAINT OCT 2025	40,665.36
94963	11/26/2025	Open			Accounts Payable	RUIZ, JOE	XFIT BOOT CAMP OCT 2025	937.20
94964	11/26/2025	Open			Accounts Payable	S.P. AUTOMOTIVE	HYDRAULIC + DIESEL EXHAUST	1,719.46
94965	11/26/2025	Open			Accounts Payable	Schaaf & Wheeler, Consulting Civil Engineers Inc.	STORM DRAIN MASTER PLAN	1,120.00
94966	11/26/2025	Open			Accounts Payable	Serological Research Institute	LAB FEES	1,957.50
94967	11/26/2025	Open			Accounts Payable	SSD ALARM	RECYCLING CENTER FIRE ALARMS DEC 2025	1,032.41
94968	11/26/2025	Open			Accounts Payable	ST. FRANCIS ELECTRIC	TS & SL MAINTENANCE & RESPONSE OCT 2025	8,740.91
94969	11/26/2025	Open			Accounts Payable	STATE OF CA DEPT OF JUSTICE	FINGERPRINTING OCT 2025	1,312.00
94970	11/26/2025	Open			Accounts Payable	STRONGER BUILDING SERVICES	PD ROOF REPAIR	10,350.00
94971	11/26/2025	Open			Accounts Payable	SWINERTON MANAGEMENT & CONSULTING	SEIM CENTER POOL PROJECT	17,435.00
94972	11/26/2025	Open			Accounts Payable	Tecknica Auto, Inc.	STEERING BAR TIGHTEN	1,532.44
94973	11/26/2025	Open			Accounts Payable	THEIS ENGINEERING & ASSOCIATES	RICHMOND ST & DEL NORTE TOD PROJ OCT 2025	10,730.00
94974	11/26/2025	Open			Accounts Payable	TRB AND ASSOCIATES, INC.	PLAN REVIEW ARCH/ENGINEERING OCT 2025	101,606.40
94975	11/26/2025	Open			Accounts Payable	U.S. SECURITY SUPPLY, INC.	CONTRA COSTA SALES TAX CORES & KEYS	4,048.52
94976	11/26/2025	Open			Accounts Payable	WESTERN STATES OIL COMPANY	RENEWABLE DIESEL 11/6/25	15,814.48
94977	11/26/2025	Open			Accounts Payable	CHOUDJA, PATRICK	LUNCH - TRAFFIC SAFETY SUMMIT	8.00
94978	11/26/2025	Open			Accounts Payable	PORTILLO, PATRICK	LUNCH - DUI/ SFST'S NOV 3-4 2025	16.00
94979	11/26/2025	Open			Accounts Payable	SREEKANTHAN, PRAVEEN	LUNCH - DUI/ SFST'S NOV 3-4 2025	16.00
94980	11/26/2025	Open			Accounts Payable	FONG , DAVID	REAL PROPERTY TAX REBATE FOR 1427 NORVELL ST	2,760.00
94981	11/26/2025	Open			Accounts Payable	MUDWORKS POTTERY LLC	REFUND FOR FIRE INSPECTION INV#2026-0093	361.00
94982	11/26/2025	Open			Accounts Payable	TAPSCOTT, MICHAEL	CANYON TRAIL DEPOSIT REFUND	63.00
94983	11/26/2025	Open			Accounts Payable	4LEAF, INC.	PROFESSIONAL SERVICES STAFFING OCT 2025	38,904.94
94984	11/26/2025	Open			Accounts Payable	DATA TICKET, INC.	BUILDING & SAFETY SEPT 2025	400.00
94985	11/26/2025	Open			Accounts Payable	Green Halo Systems Inc,	HOSTING & MAINTENANCE NOV 2025	171.00
94986	11/26/2025	Open			Accounts Payable	PAYMENTUS CORPORATION	CREDIT CARD PROCESSING FEES OCT 2025	3,614.89
94987	11/26/2025	Open			Accounts Payable	SUPERION, LLC	ALP & COMMDEV MIGRATION PROJECT	1,755.00
Type Check Totals:					**287 Transactions**			**$ 2,155,360.26**
EFT								
3501	11/06/2025	Reconciled		11/30/2025	Accounts Payable	PITNEY BOWES PURCHASE POWER	PURCHASE POWER PASTAGE CL PYMT OCT 25	$ 1,000.00
3502	11/03/2025	Reconciled		11/30/2025	Accounts Payable	CALIFORNIA DEPT OF TAX & FEE ADMIN (CDTFA)	REC DEPT SALES & USE TAX Q3 2025	427.00
3503	11/07/2025	Reconciled		11/30/2025	Accounts Payable	EDD - PAYROLL TAX DEPOSIT	CA - CA Tax	2,308.34
3504	11/07/2025	Reconciled		11/30/2025	Accounts Payable	IRS	FED - Fed Tax*	13,332.12
3505	11/07/2025	Reconciled		11/30/2025	Accounts Payable	P E R S	PERS-FIRE - PERS-FIRE*	13,209.60
3506	11/14/2025	Reconciled		11/30/2025	Accounts Payable	California State Disbursement Unit	Payroll Deduction	2,248.57
3507	11/14/2025	Reconciled		11/30/2025	Accounts Payable	EDD - PAYROLL TAX DEPOSIT	CA - CA Tax	50,633.21
3508	11/14/2025	Reconciled		11/30/2025	Accounts Payable	IRS	FED - Fed Tax*	195,716.93
3509	11/14/2025	Reconciled		11/30/2025	Accounts Payable	MIssionSquare (name chg 03-2021 formerly ICMA)	ICM1 - ICMA-457 #300530 FLAT DOLLAR*	58,073.60

City of El Cerrito

Payment Register

From Payment Date: 11/1/2025 - To Payment Date: 11/30/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Description	Transaction Amount
3510	11/14/2025	Reconciled		11/30/2025	Accounts Payable	P E R S	PE1% - PERS SEIU*	210,135.72
3513	11/25/2025	Reconciled		11/30/2025	Accounts Payable	PG&E	PG&E 10/1/25-10/31/25	152,377.57
3514	11/25/2025	Reconciled		11/30/2025	Accounts Payable	PG&E	PGE 10/02/25-11/03/25	23,064.37
3515	11/26/2025	Reconciled		11/30/2025	Accounts Payable	SUTTER HEALTH PLUS	SUTTER HEALTH PLAN - DEC PAYMENT	32,703.80
3516	11/26/2025	Reconciled		11/30/2025	Accounts Payable	CAPITAL ONE PUBLIC FUNDING, LLC	SOLAR PHOTOVOLTAIC CAPITAL LEASE 6/01/25-12/01/25	65,236.25
3517	11/28/2025	Reconciled		11/30/2025	Accounts Payable	STRYKER CORPORATION	STRYKER EQUIPMENT/ SVC LEASE AGRMNT NOV 2025	6,308.59
3518	11/28/2025	Reconciled		11/30/2025	Accounts Payable	KS STATEBANK	2023 CHEVROLET TAHOE SPECIAL SERVICE VEHICLES WITH UPFITTING NOV	4,907.41
3519	11/28/2025	Reconciled		11/30/2025	Accounts Payable	California State Disbursement Unit	Payroll Deduction	2,227.84
3520	11/28/2025	Reconciled		11/30/2025	Accounts Payable	EDD - PAYROLL TAX DEPOSIT	CA - CA Tax	47,630.59
3521	11/28/2025	Reconciled		11/30/2025	Accounts Payable	IRS	FED - Fed Tax*	189,346.91
3522	11/28/2025	Reconciled		11/30/2025	Accounts Payable	MIssionSquare (name chg 03-2021 formerly ICMA)	ICM1 - ICMA-457 #300530 FLAT DOLLAR*	56,408.42
3523	11/28/2025	Reconciled		11/30/2025	Accounts Payable	P E R S	PE CM PEPRA - PERS CM PEPRA*	219,772.46
3524	11/30/2025	Reconciled		11/30/2025	Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - OCT2025	805.32
3525	11/30/2025	Reconciled		11/30/2025	Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - OCT2025	64.93
3526	11/30/2025	Reconciled		11/30/2025	Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - OCT2025	1,352.42
3527	11/30/2025	Reconciled		11/30/2025	Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - OCT2025	195.17
3528	11/30/2025	Reconciled		11/30/2025	Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - OCT2025	674.83
3529	11/30/2025	Reconciled		11/30/2025	Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - OCT2025	38.37
3530	11/30/2025	Reconciled		11/30/2025	Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - OCT2025	38.39
3531	11/30/2025	Reconciled		11/30/2025	Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - OCT2025	38.39
3532	11/30/2025	Reconciled		11/30/2025	Accounts Payable	AMEX/AMERICAN EXPRESS	MERCHANT FEE EXPENSE - OCT2025	58.96
3533	11/30/2025	Reconciled		11/30/2025	Accounts Payable	CLOVER	MERCHANT FEE EXPENSE - OCT2025	23.90
3534	11/30/2025	Reconciled		11/30/2025	Accounts Payable	AUTHORIZE.NET	MERCHANT FEE EXPENSE - OCT2025	37.00
3535	11/30/2025	Reconciled		11/30/2025	Accounts Payable	AUTHORIZE.NET	MERCHANT FEE EXPENSE - OCT2025	20.00
3536	11/30/2025	Reconciled		11/30/2025	Accounts Payable	CARDCONNECT	MERCHANT FEE EXPENSE - OCT2025	7,866.83
3537	11/30/2025	Reconciled		11/30/2025	Accounts Payable	CARDCONNECT	MERCHANT FEE EXPENSE - OCT2025	2,640.59
3538	11/30/2025	Reconciled		11/30/2025	Accounts Payable	CARDCONNECT	MERCHANT FEE EXPENSE - OCT2025	3,496.91
3539	11/30/2025	Reconciled		11/30/2025	Accounts Payable	MECHANICS BANK	MERCHANT FEE EXPENSE - OCT2025	635.00
3540	11/30/2025	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - OCT2025	2.00
3541	11/30/2025	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - OCT2025	4.00
Type EFT Totals:					**39 Transactions**			**$ 1,365,062.31**

ACCOUNTS PAYABLE	Checks & EFT's	Status	Count	Transaction
		Open	128	$ 880,255.92
		Reconciled	197	2,640,058.60
		Voided	1	108.05
		Stopped	-	-
		Total	326	$ 3,520,422.57

PAYROLL	All	Status	Count	Transaction
		Open	4	$ 827.59
		Reconciled	676	1,349,999.79
		Voided	-	-
		Stopped	-	-
		Total	680	$ 1,350,827.38

GRAND TOTAL			**1006**	**$ 4,871,249.95**

AGENDA BILL

Agenda Item No. 6.E.

Date: January 20, 2026
To: El Cerrito City Council
From: Crystal Reams, Finance Director/City Treasurer, Finance Department
Subject: Monthly Disbursement and Check Register Report for December 2025

ACTION PROPOSED

Receive and file the Monthly Disbursement and Check Register Report for the month of December 2025.

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 December 31, 2025, reflecting 194 Accounts Payable General Warrant Nos. 94988 through 95181, 38 Automated Clearing House/Electronic Funds Transfer (ACH/EFT) transactions, and 637 payroll-related checks and EFTs for a grand total of $6,547,310.12.

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-preforming 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

This section is not applicable to this agenda item.

Reviewed by:

Karen Pinkos, City Manager

Attachments:

1. Monthly Payment Register December 2025

City of El Cerrito

Payment Register

From Payment Date: 12/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Description	Transaction Amount
AP-AP Check - Accounts Payable Checking Accoun								
Check								
94988	12/04/2025	Open			Accounts Payable	PAVEMENT COATINGS CO.	2025 SURFACE SEAL PROJECT 8/21/25-9/30/25	$ 1,391,748.00
94989	12/04/2025	Open			Accounts Payable	AMAZON CAPITAL SERVICES, INC.	CREDIT MEMO FOR IPAD CASES RETURNED INV#1PLH-4VKV-D6YC	262.08
94990	12/04/2025	Open			Accounts Payable	AMERICAN MECHANICAL SERVICES, INC.	CITY HALL HVAC MAINTENANCE NOV-JAN 2025	2,679.00
94991	12/04/2025	Open			Accounts Payable	APWA	APWA MEMBERSHIP FEES START DATE 1/1/2026	2,658.25
94992	12/04/2025	Open			Accounts Payable	AVILA PROJECT MANAGEMENT	2025 ACCESS MODIFICATION DESIGN OCT 2025	45,712.00
94993	12/04/2025	Open			Accounts Payable	BADGE FRAME, INC.	ORGANIZATION CHART	98.00
94994	12/04/2025	Open			Accounts Payable	BEND MAILING	GREENER EL CERRITO NEWSLETTER FALL 25 VOL44	960.46
94995	12/04/2025	Open			Accounts Payable	CHARGEPOINT, INC	CREDIT MEMO FOR INV#371693	391.35
94996	12/04/2025	Open			Accounts Payable	CINTAS CORPORATION #054 UNIFORMS	CORP YARD UNIFORMS WEEKLY RENTALS	660.86
94997	12/04/2025	Open			Accounts Payable	CITY OF FOSTER CITY	JOB POSTING -MAINTENANCE DEPT POSITION	582.00
94998	12/04/2025	Open			Accounts Payable	EHSD-CC SENIOR NUTRITION	CAFE COSTA SENIOR LUNCH PROGRAM CONTRIBUTION REIMB OCT 2025	600.10
94999	12/04/2025	Open			Accounts Payable	KEL-AIRE	LIBRARY HVAC PM SVCS 11/4/25	963.62
95000	12/04/2025	Open			Accounts Payable	L.N. CURTIS & SONS	FD UNIFORM	4,530.18
95001	12/04/2025	Open			Accounts Payable	LINKEDIN CORPORATION	LINKEDIN JOB BOARD 10/8/25-4/7/26	2,968.86
95002	12/04/2025	Open			Accounts Payable	NICHOLS CONSULTING ENGINEERS	2025 SURFACE SEAL REHAB PROJECT 5/10/25-10/24/25	2,991.25
95003	12/04/2025	Open			Accounts Payable	PERFORMA LABS, INC.	USE OF FORCE PSP FOR DEPT 1/1/26-3/31/26	4,350.00
95004	12/04/2025	Open			Accounts Payable	R.S. HUGHES CO.	SCBA REPAIRS	709.68
95005	12/04/2025	Open			Accounts Payable	RUBICON ENTERPRISES INC	HARDING IRRIGATION EXTRA WORK ON 10/9/2025 PROPOSAL #3633	3,992.86
95006	12/04/2025	Open			Accounts Payable	SSD ALARM	FAIRMONT CLUBHOUSE ALARM BILLING ADJUSTMENT NOV-DEC 2025	81.58
95007	12/04/2025	Open			Accounts Payable	ST. FRANCIS ELECTRIC	TS & SL MAINTENANCE & RESPONSE SEPT 2025	5,300.00
95008	12/04/2025	Open			Accounts Payable	STATE INDUSTRIAL PRODUCTS	DISPATCH AEROSOL GRAFFITI REMOVER CS24	769.75
95009	12/04/2025	Open			Accounts Payable	STEWART'S BODY SHOP	VEHICLE REPAIR	3,577.85
95010	12/04/2025	Open			Accounts Payable	SWINERTON MANAGEMENT & CONSULTING	SWIN CENTER DESIGN SUPPORT OCT 2025	20,450.00
95011	12/04/2025	Open			Accounts Payable	Tecknica Auto, Inc.	2010 FORD TRUCK HVAC ACTUATOR REPLACE	792.04
95012	12/04/2025	Open			Accounts Payable	UNIVERSAL BUILDING SERVICE	JANITORIAL SERVICES -RECYCLE CENTER OCT 2025	6,301.00
95013	12/04/2025	Open			Accounts Payable	COLEMAN, A'SHANTI	MILEAGE REIMBURSEMENT FOR CC LEADERSHIP ACADEMY 11/5/25	67.76
95014	12/04/2025	Open			Accounts Payable	TAMARIZ, CARLOS	REFUND FOR APPLICATION PL25-0085	1,292.00
95015	12/04/2025	Open			Accounts Payable	CALPERS LONG TERM CARE PROGRAM	PER3 - CALPERS Longterm Care Ins	43.62
95016	12/04/2025	Open			Accounts Payable	EL CERRITO FIRE DEPT MGMT GRP	MGT1 - FIRE DEPT MGMT GROUP	50.00
95017	12/04/2025	Open			Accounts Payable	EL CERRITO PUBLIC SFTY EE MGMT	MGT2 - SAFETY EMPLYEE MGMT GROUP	436.00
95018	12/04/2025	Open			Accounts Payable	FIRE ASSOCIATION	DUE2 - FIRE ASSN DUES CK	675.00
95019	12/04/2025	Open			Accounts Payable	LIFE INSURANCE OF NORTH AMERICA	ACCD - Accidental Death & Dismembermt	52.50
95020	12/04/2025	Open			Accounts Payable	POLICE ASSN.	DUE1 - POLICE ASSN DUES	3,554.24
95021	12/04/2025	Open			Accounts Payable	PRO FIREFIGHTERS ASSN DUES	DUE3 - EC PRO FIREFIGHTERS DUES	290.00
95022	12/04/2025	Open			Accounts Payable	SEIU LOCAL 1021	COPE - VOLUNTARY COPE DEDUCTION*	1,968.92
95023	12/04/2025	Open			Accounts Payable	U.S. BANK - INSTITUTIONAL TRUST - W REGION	PAR - PARS - ARS 457*	2,850.64
95024	12/04/2025	Open			Accounts Payable	EAST BAY SANITARY CO. INC.	STREET SWEEPING JAN 2025	9,172.95
95025	12/11/2025	Open			Accounts Payable	ALL STAR FIRE EQUIPMENT, INC.	HELMETS FOR FD	2,551.19
95026	12/11/2025	Open			Accounts Payable	AMAZON CAPITAL SERVICES, INC.	GENERAL OFFICE SUPPLIES	125.02
95027	12/11/2025	Open			Accounts Payable	AMERICAN MECHANICAL SERVICES, INC.	REPLACE FAILED THERMOSTAT IN CITY HALL	929.21
95028	12/11/2025	Open			Accounts Payable	AMERIGAS PROPANE INC	PROPANE FOR FORKLIFTS 11/5/25	692.72
95029	12/11/2025	Open			Accounts Payable	ARMOUR PETROLEUM SERVICE & EQUIPMENT CORP	UST DIESEL TANK CLEAN UP #4093	5,694.49
95030	12/11/2025	Open			Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	USED MOTOR OIL RECYCLING11/12/25	153.00
95031	12/11/2025	Open			Accounts Payable	BAY ALARM COMPANY	STA 52 ALARM 1/1/26-3/31/26	528.75
95032	12/11/2025	Open			Accounts Payable	BAY AREA NEWS GROUP EAST BAY	LEGAL ADVERTISING NOV 2025	707.88
95033	12/11/2025	Open			Accounts Payable	BLUECOSMO	FD SATELLITE PHONES 12/1/25-12/31/25	154.50
95034	12/11/2025	Open			Accounts Payable	BNO BUILDERS	OHLONE GREEWAY PAVEMENT REPAIR PROJ	159,635.41
95035	12/11/2025	Open			Accounts Payable	BOUNDTREE MEDICAL LLC	MEDICAL SUPPLIES	2,117.69
95036	12/11/2025	Open			Accounts Payable	BPX PRINTING & GRAPHICS	PLANROOM 30-001 TO 30-006	252.50
95037	12/11/2025	Open			Accounts Payable	BRENDA NAVALLIER - FD PETTY CASH	FIRE PETTY CASH REIMBURSEMENT FY25-26	98.03
95038	12/11/2025	Open			Accounts Payable	CALIFORNIA PUBLIC POLICY GROUP INC.	GRANT WRITING & ADVOCACY SVCS NOV 2025	6,500.00
95039	12/11/2025	Open			Accounts Payable	CHAVAN & ASSOCIATES, LLP	2024/25 AUDIT - STREETS REPORT	2,500.00
95040	12/11/2025	Open			Accounts Payable	CHILDCARE CAREERS, LLC	MADERA CHILDCARE TEMPS	468.00
95041	12/11/2025	Open			Accounts Payable	CITY OF RICHMOND	CAD	72,014.17

City of El Cerrito

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95042	12/11/2025	Open			Accounts Payable	CITYGATE ASSOCIATES, LLC	SERVICE DELIVERY STUDY DEVELOPMENT NOV 2025	30,161.81
95043	12/11/2025	Open			Accounts Payable	CONSTABLE, MARIANNE	FELDENKRAIS NOV 2025	40.80
95044	12/11/2025	Open			Accounts Payable	CONTRA COSTA COUNTY	HR AND CD DEPT BUSINESS CARDS	107.80
95045	12/11/2025	Open			Accounts Payable	CONTRA COSTA COUNTY CHIEFS' ASSOCIATION	FY 26 ANNUAL WORKSHOP	1,425.00
95046	12/11/2025	Open			Accounts Payable	CONTRA COSTA COUNTY HEALTH SERVICES DEPT	SART EXAM OCT 2025	1,700.00
95047	12/11/2025	Open			Accounts Payable	COOKE, JOANNE	FLAMENCO DANCE NOV 2025	108.00
95048	12/11/2025	Open			Accounts Payable	CRITICAL REACH, INC	2026 APB ANNUAL FEES	640.00
95049	12/11/2025	Open			Accounts Payable	E&J TRUCK AND EQUIPMENT REPAIR LLC	C3: WELDING/PATCH WORK REPAIR	5,892.54
95050	12/11/2025	Open			Accounts Payable	EBMUD	EBMUD 10/2/25-12/2/25	10,807.36
95051	12/11/2025	Open			Accounts Payable	FBD VANGUARD CONSTRUCTION, INC	EL CERRITO 2025 ACCESS MODIFICATIONS PROJ 10/31/25	309,145.48
95052	12/11/2025	Open			Accounts Payable	FLEET MANAGEMENTHOLDINGS, LLC	BRAKES + REGEN	6,877.28
95053	12/11/2025	Open			Accounts Payable	FOSTER & FOSTER CONSULTING ACTUARIES, INC.	PREPARATION OF 6/30/25 GASBS 68 REPORT FOR CALPERS	3,600.00
95054	12/11/2025	Open			Accounts Payable	GARDA CL WEST,INC.	REVISED INVOICE #10835365	306.87
95055	12/11/2025	Open			Accounts Payable	GHIRARDELLI ASSOCIATES	DEL NORTE TOD PROJECT OCT 2025	97,576.94
95056	12/11/2025	Open			Accounts Payable	HI-TECH INC.	E51 MAINTENANCE	13,445.14
95057	12/11/2025	Open			Accounts Payable	HILLYARD	CUSTODIAL SUPPLIES - CITYWIDE	1,454.11
95058	12/11/2025	Open			Accounts Payable	J & O'S COMMERCIAL TIRE CENTER	C4: FLAT REPAIR	276.04
95059	12/11/2025	Open			Accounts Payable	JAFFE, SCOT	OPEN CERAMIC THURS NOV 2025	327.60
95060	12/11/2025	Open			Accounts Payable	JONES, HIROMI	HATHA YOGA NOV 2025	906.00
95061	12/11/2025	Open			Accounts Payable	KAISER PERMANENTE	PRE-EMPLOYMENT PHYSICALS	1,283.00
95062	12/11/2025	Open			Accounts Payable	KEL-AIRE	HVAC 11/11/2025	1,067.09
95063	12/11/2025	Open			Accounts Payable	KENNEDY, GREG, C	EMS CALL REVIEW NOV 2025	2,100.00
95064	12/11/2025	Open			Accounts Payable	KI RESEARCH INSTITUTE	AIKIDO NOV 2025	378.00
95065	12/11/2025	Open			Accounts Payable	KNORR SYSTEMS, INC.	CHLORINE 10/8/25	7,530.36
95066	12/11/2025	Open			Accounts Payable	L.N. CURTIS & SONS	UNIFORMS FOR PD	219.18
95067	12/11/2025	Open			Accounts Payable	LACK, CHRIS	OPEN CERAMICS MON EVEN NOV 2025	861.00
95068	12/11/2025	Open			Accounts Payable	LEXISNEXIS	DORS ANNUAL FEE 11/1/25-10/31/26	8,144.47
95069	12/11/2025	Open			Accounts Payable	Med-Tech Resource LLC	PPE GLOVES	172.13
95070	12/11/2025	Open			Accounts Payable	MUNICIPAL POOLING AUTHORITY	MEDICARE TAX WITHHELD STD 7/25-9/25	362.19
95071	12/11/2025	Open			Accounts Payable	NORGE CLEANERS	CLEANING	461.55
95072	12/11/2025	Open			Accounts Payable	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR REC	110.47
95073	12/11/2025	Open			Accounts Payable	OIL CHANGERS	OIL CHANGE	235.26
95074	12/11/2025	Open			Accounts Payable	OLIVER'S TOW INC.	VEHICLE TOW	393.38
95075	12/11/2025	Open			Accounts Payable	PAVEMENT COATINGS CO.	2025 SURFACE SEAL PROJECT 10/1/25-10/31/25	344,554.45
95076	12/11/2025	Open			Accounts Payable	PLAZA AUTO SERVICE INC	18 DODGE GRAND CARAVAN OIL CHANGE	93.80
95077	12/11/2025	Open			Accounts Payable	PREFERRED ALLIANCE, INC.	PRE EMPLOYMENT SCREENING	120.00
95078	12/11/2025	Open			Accounts Payable	RAMOS, STEPHANIE, R	ZUMBA NOV 2025	4,029.75
95079	12/11/2025	Open			Accounts Payable	REACH MEDIA NETWORK	LOBBY MONITOR SOFTWARE	378.00
95080	12/11/2025	Open			Accounts Payable	RILE, KATHRYN	OPEN CERAMICS MON AFTER NOV 2025	436.80
95081	12/11/2025	Open			Accounts Payable	RIVERA, NICOLE	WOMEN'S WORKOUT NOV 2025	756.00
95082	12/11/2025	Open			Accounts Payable	Schaaf & Wheeler, Consulting Civil Engineers Inc.	STORM DRAIN MASTER PLAN	13,817.50
95083	12/11/2025	Open			Accounts Payable	SSP DATA PRODUCTS	51 TO RICHMOND FIREWALL SUB RENEWAL 12/19/25-12/18/28	1,781.00
95084	12/11/2025	Open			Accounts Payable	STERICYCLE, INC.	MEDICAL WASTE DEC 2025	1,046.53
95085	12/11/2025	Open			Accounts Payable	SWRCB	07/01/25 - 06/30/26	10,920.00
95086	12/11/2025	Open			Accounts Payable	TWO BROTHERS POOL & SPA, INC	REAGENTS + NOV SERVICES	3,644.10
95087	12/11/2025	Open			Accounts Payable	U.S. SECURITY SUPPLY, INC.	RIM CYLINDER HOUSING	50.05
95088	12/11/2025	Open			Accounts Payable	ULINE	TWIST TIES FOR CURBSIDE	53.30
95089	12/11/2025	Open			Accounts Payable	WILLDAN FINANCIAL SERVICES	FY 2024-25 SB 1029 CDIAC REPORT PREPARATION & FILING	500.00
95090	12/11/2025	Open			Accounts Payable	Baca, Marco	MILEAGE AND MEAL REIMBURSEMENT 11/3/25-11/26/25	961.86
95091	12/11/2025	Open			Accounts Payable	CASADOS, TONI	REIMBURSEMENT FOR PSI SOFTWARE USER CONFERENCE 11/13-11/14/25	338.63
95092	12/11/2025	Open			Accounts Payable	DADUL, JIGME	MILEAGE AND MEAL REIMBURSEMENT 11/3/25-11/26/25	942.82
95093	12/11/2025	Open			Accounts Payable	KIM, DANIEL	MILEAGE AND MEAL REIMBURSEMENT 11/3/25-11/26/25	973.76
95094	12/11/2025	Open			Accounts Payable	PACIFIC COAST AV	COUNCIL CHAMBERS AV DESIGN SERVICES	185,928.26
95095	12/11/2025	Open			Accounts Payable	PennDel's Bakehouse	CAKE FOR COUNCIL MEETING	350.00
95096	12/11/2025	Open			Accounts Payable	SAEPHAN, MATTHEW	MILEAGE AND MEAL REIMBURSEMENT 11/3/25-11/26/25	985.66
95097	12/11/2025	Open			Accounts Payable	VAN WYCK, JAMES	REIMBURSEMENT FOR TRAINING COURSE 11/6/25	449.00

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From Payment Date: 12/1/2025 - To Payment Date: 12/31/2025

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95098	12/11/2025	Open			Accounts Payable	WYSINGER, CAROLYN	REIMB FOR MILEAGE + MEAL -NLC CITY SUMMIT NOV 18-22 2025	156.29
95099	12/11/2025	Open			Accounts Payable	CHAWLA, RITA	RESTROOM KEY REFUND	24.00
95100	12/11/2025	Open			Accounts Payable	LASAGNA CON AMORE	CATERING SERVICES FOR ECPD HOLIDAY PARTY	3,370.60
95101	12/18/2025	Open			Accounts Payable	CALPERS LONG TERM CARE PROGRAM	PER3 - CALPERS Longterm Care Ins	43.62
95102	12/18/2025	Open			Accounts Payable	HEALTH CARE DENTAL TRUST	DEN1 - Dental 1*	17,779.31
95103	12/18/2025	Open			Accounts Payable	IAFF LOCAL 1230	DUE4 - UNION LOCAL 1230	5,749.03
95104	12/18/2025	Open			Accounts Payable	KAISER FOUNDATION HEALTH PLAN	K1 - Kaiser 1*	269,679.68
95105	12/18/2025	Open			Accounts Payable	LEGALSHIELD	LEGL - PRE-PAID LEGAL SRVC	124.60
95106	12/18/2025	Open			Accounts Payable	MUNICIPAL POOLING AUTHORITY	LIFE - Supp Life Insu. Invo#: 920-43650_DECEMBER 2025	12,856.41
95107	12/18/2025	Open			Accounts Payable	NATIONWIDE TRUST COMPANY, FSB	FHEA - Fire Health Savings Acct	17,650.00
95108	12/18/2025	Open			Accounts Payable	SEIU LOCAL 1021	COPE - VOLUNTARY COPE DEDUCTION*	2,047.62
95109	12/18/2025	Open			Accounts Payable	U.S. BANK - INSTITUTIONAL TRUST - W REGION	PAR - PARS - ARS 457*	2,558.05
95110	12/18/2025	Open			Accounts Payable	A PLUS TREE, LLC	PUBLIC TREE MAINTENANCE SVCS NOV 2025	22,665.00
95111	12/18/2025	Open			Accounts Payable	ACAPULCO ROCK AND SOIL	STORM DRAIN INFRASTRUCTURE SUPPLIES	257.14
95112	12/18/2025	Open			Accounts Payable	AMAZON CAPITAL SERVICES, INC.	OPERATING SUPPLIES FOR RECYCL DEPT	270.30
95113	12/18/2025	Open			Accounts Payable	ARMOUR PETROLEUM SERVICE & EQUIPMENT CORP	UST SERVICE CALL FOR SLOW FLOW OF DIESEL FUEL PUMP	938.10
95114	12/18/2025	Open			Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	MOTOR OIL RECYCLING 11/26/25	153.00
95115	12/18/2025	Open			Accounts Payable	ATCO Pest Control	COMMUNITY CENTER PEST CONTROL SERVICE DEC 2025	375.00
95116	12/18/2025	Open			Accounts Payable	BALTZ, LEONARD	KARATE YOUTH & ADULT OCT 2025	1,155.60
95117	12/18/2025	Open			Accounts Payable	CINTAS CORPORATION #054 UNIFORMS	CORP YARD UNIFORMS WEEKLY RENTALS	723.89
95118	12/18/2025	Open			Accounts Payable	COMCAST	COMCAST BUSINESS INTERNET 11/11/25 - 12/10/25	3,944.76
95119	12/18/2025	Open			Accounts Payable	CONTRA COSTA HEALTH SERVICES	TIPPING WALL INSPECTION	1,222.00
95120	12/18/2025	Open			Accounts Payable	CORODATA SHREDDING INC.	SHREDDING SVCS NOV 2025	180.63
95121	12/18/2025	Open			Accounts Payable	CRIME SCENE CLEANERS, INC.	BIOHAZARD REMOVAL	780.00
95122	12/18/2025	Open			Accounts Payable	DELL MARKETING L.P.	ONE LAPTOP FOR SENIOR PLANNER CD	1,163.14
95123	12/18/2025	Open			Accounts Payable	DON'S TIRE SERVICE, INC.	TIRE CHANGE	168.63
95124	12/18/2025	Open			Accounts Payable	EAST BAY SANITARY CO. INC.	STREET SWEEPING NOV 2025	9,172.95
95125	12/18/2025	Open			Accounts Payable	EBMUD	EBMUD 10/2/25-12/3/25	1,561.05
95126	12/18/2025	Open			Accounts Payable	EDUCATION TO GO	CERTIFICATE IN WELLNESS AND THE ENVIRO COURSE	154.00
95127	12/18/2025	Open			Accounts Payable	FLEET MANAGEMENTHOLDINGS, LLC	R3: HEATING + VENTILATING	9,258.02
95128	12/18/2025	Open			Accounts Payable	FORENSIC SERVICES DIVISION	FORENSICS 10/1/25-10/31/25	4,161.38
95129	12/18/2025	Open			Accounts Payable	FUJIWARA, PATTY	OPEN CERAMICS + INTRO TO HANDBUILDING NOV 2025	1,174.80
95130	12/18/2025	Open			Accounts Payable	GABRIEL, BARBARA, A.	ADULT BALLET NOV 2025	495.60
95131	12/18/2025	Open			Accounts Payable	GHIRARDELLI ASSOCIATES	DEL NORTE TOD PROJECT	85,855.32
95132	12/18/2025	Open			Accounts Payable	GOLDEN BEAR TRANSFER STATION	STREET SWEEP SOILS ON 11/26/2025	412.85
95133	12/18/2025	Open			Accounts Payable	GRAINGER	INFRASTRUCTURE SUPPLIES -COLD PATCH	331.72
95134	12/18/2025	Open			Accounts Payable	Griffin Structures, Inc.	EL CERRITO LIBRARY OWNER'S REP SVCS NOV 2025	1,272.60
95135	12/18/2025	Open			Accounts Payable	HERC RENTALS INC	INFRASTRUCTURE MAINT. SVCS 2025	575.51
95136	12/18/2025	Open			Accounts Payable	HILLTOP FORD KIA	VEHICLE REPAIR	480.16
95137	12/18/2025	Open			Accounts Payable	HIT ELITE LLC	YOUTH PICKLEBALL CAMP NOV 2025	1,350.00
95138	12/18/2025	Open			Accounts Payable	HONEY BUCKET	CENTRAL PARK SERVICE 12/9/25-1/5/26	241.05
95139	12/18/2025	Open			Accounts Payable	J & O'S COMMERCIAL TIRE CENTER	MAINTENANCE TRUCK M38 -NEW TIRES 4 QTY	1,981.88
95140	12/18/2025	Open			Accounts Payable	JADSON SOUZA DE JESUS	CAPOEIRA OCT-NOV 2025	1,420.20
95141	12/18/2025	Open			Accounts Payable	KEL-AIRE	CANYON TRAIL CLUBHOUSE HVAC PM MAINT. SVCS 11/20/25	244.32
95142	12/18/2025	Open			Accounts Payable	KENNEDY AND ASSOCIATES	MRP 3.0 COMPLIANCE ASSISTANCE	553.65
95143	12/18/2025	Open			Accounts Payable	KISTER,SAVIO & REI INC	CONSULTING SVCS PL24-0088 MAP REVIEW FOR OCT 2025	1,125.00
95144	12/18/2025	Open			Accounts Payable	KNORR SYSTEMS, INC.	HEATER MAINTENANCE	889.90
95145	12/18/2025	Open			Accounts Payable	LACK, CHRIS	OPEN CERAMICS + INTRO TO HANDBUILDING NOV 2025	736.80
95146	12/18/2025	Open			Accounts Payable	MORTON'S URBAN PEST MANAGEMENT	FAIRMONT CLUBHOUSE PEST CONTROL SVS NOV 2025	880.00
95147	12/18/2025	Open			Accounts Payable	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE 11/2025	4,563.00
95148	12/18/2025	Open			Accounts Payable	NORTHERN CALIFORNIA SPELMANSLAG	SCANDINAVIAN FOLK DANCING NOV 2025	58.80
95149	12/18/2025	Open			Accounts Payable	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES CORP YARD	139.97
95150	12/18/2025	Open			Accounts Payable	ODYSSEY POWER CORPORATION	CITY HALL GENERATOR SERVICE CALL- UNIT NO START	995.25
95151	12/18/2025	Open			Accounts Payable	PASTIME HARDWARE	HINGES	27.54
95152	12/18/2025	Open			Accounts Payable	PLAZA AUTO SERVICE INC	08 CHEVROLET SILVERADO SVCS	74.10
95153	12/18/2025	Open			Accounts Payable	REDWOOD PUBLIC LAW, LLP	CITY COUNCIL (LABOR) 11/19/25 - 11/30/25	22,729.60

Payment Register

From Payment Date: 12/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Description		Transaction Amount
95154	12/18/2025	Open			Accounts Payable	ROADSAFE TRAFFIC SYSTEMS, INC.	DTO SUPPLIES - TRAFFIC SIGNS, MOUNT BASES & ANCHOR KITS		4,789.18
95155	12/18/2025	Open			Accounts Payable	Rogers Stringer & McClelland, Inc.	LANDSCAPE ARCHITECT SVCS FOR EGRESS 9/1/25-11/30/25		29,500.00
95156	12/18/2025	Open			Accounts Payable	RUBICON ENTERPRISES INC	MONTHLY LANDSCAPE MAINTENANCE NOV 2025		26,388.50
95157	12/18/2025	Open			Accounts Payable	S.P. AUTOMOTIVE	MOTOR OIL RECYCLING 12/3/25		449.69
95158	12/18/2025	Open			Accounts Payable	SHABABO, TRACEY, ELISE	YOUTH SEWING OCT-DEC 2025		2,764.80
95159	12/18/2025	Open			Accounts Payable	SHAHKAR, MEHRAN	STRENGTH & BALANCE NOV 2025		1,242.00
95160	12/18/2025	Open			Accounts Payable	ST. FRANCIS ELECTRIC	TS & SL MAINTENANCE & RESPONSE NOV 2025		13,629.25
95161	12/18/2025	Open			Accounts Payable	STATE OF CA DEPT OF JUSTICE	FINGERPRINTING NOV 2025		480.00
95162	12/18/2025	Open			Accounts Payable	STERICYCLE, INC.	WASTE DISPOSAL DEC 2025		90.17
95163	12/18/2025	Open			Accounts Payable	SWINERTON MANAGEMENT & CONSULTING	SWIM CENTER DESIGN SUPPORT NOV 2025		11,060.00
95164	12/18/2025	Open			Accounts Payable	Tecknica Auto, Inc.	OIL CHANGE, 2 FILTERS, SEPT BELT		6,634.27
95165	12/18/2025	Open			Accounts Payable	TRIPEPI SMITH AND ASSOCIATES, INC.	COMMUNICATION SUPPORT DEC 2025		3,750.00
95166	12/18/2025	Open			Accounts Payable	VERMONT SYSTEMS, INC.	DECEMBER 2025 HOSTING WITH CREDIT MEMO OF $698.00 ON ACCT		620.80
95167	12/18/2025	Open			Accounts Payable	W-TRANS INC	TRAFFIC EVALUATIONS AUG 2025		265.00
95168	12/18/2025	Open			Accounts Payable	ZOON ENGINEERING, INC.	2025 SURFACE SEAL PROJECT NOV 2025		25,167.00
95169	12/18/2025	Open			Accounts Payable	BROSAS, DONOVAN	LUNCH -COMMAND OF HIGH RISK INCIDENTS TRAINING 12/2/25		8.00
95170	12/18/2025	Open			Accounts Payable	CHOUDJA, PATRICK	LUNCH - TRAFFIC COLLISION INV. TRAINING 12/1/25-12/4/25		32.00
95171	12/18/2025	Open			Accounts Payable	GHILOTTI BROS, INC	DEL NORTE TOD COMPLETE STREETS IMPROVEMENT 10/21/25-11/20/25		670,604.97
95172	12/18/2025	Open			Accounts Payable	MOSS, SEAN	REIMB -FILING FEES FOR SAFETY ELEMENT NOD		4,176.00
95173	12/18/2025	Open			Accounts Payable	Provost, Will	MILEAGE REIMBURSEMENT 10/1-12/8/25		137.48
95174	12/18/2025	Open			Accounts Payable	WENTWORTH, DAVID	LUNCH - COMMAND OF HIGH RISK INCIDENTS 12/2/25		8.00
95175	12/18/2025	Open			Accounts Payable	Williams, Dominique	LUNCH - DUI/ SFST'S DEC 1- 2 2025		16.00
95176	12/18/2025	Open			Accounts Payable	WRIGHT, CLAUDIA	MILEAGE REIMBURSEMENT -MPA WELLNESS COMMITTEE & LCW MEETING		80.60
95177	12/18/2025	Open			Accounts Payable	DHESI, SIMRIT	REAL PROPERTY TAX REBATE FOR 5808 BARRETT AVE		2,960.00
95178	12/18/2025	Open			Accounts Payable	DONOHUE, BRYAN	CANCEL PERMIT REFUND		355.52
95179	12/18/2025	Open			Accounts Payable	USLING, STEVEN	REAL PROPERTY TAX REBATE FOR 532 COLUSA AVE		3,400.00
95180	12/18/2025	Open			Accounts Payable	EMPLOYMENT RISK MANAGEMENT AUTHORITY	1Q26 DOLLAR ONE BILLING FOR CLAIMS		60,785.50
95181	12/18/2025	Open			Accounts Payable	TECH FINANCE CO., LLC	Annual Payment for Security Camera upgrade 3 of 5		26,738.33
Type Check Totals:					**194 Transactions**			**$**	**4,276,021.56**
EFT									
3511	12/11/2025	Open			Accounts Payable	EDD - PAYROLL TAX DEPOSIT	CA - CA Tax	$	97.68
3512	12/11/2025	Open			Accounts Payable	IRS	FED - Fed Tax*		2,524.89
3542	12/12/2025	Open			Accounts Payable	California State Disbursement Unit	Payroll Deduction		2,227.84
3543	12/12/2025	Open			Accounts Payable	EDD - PAYROLL TAX DEPOSIT	CA - CA Tax		56,311.46
3544	12/12/2025	Open			Accounts Payable	IRS	FED - Fed Tax*		216,398.98
3545	12/12/2025	Open			Accounts Payable	MIssionSquare (name chg 03-2021 formerly ICMA)	ICM1 - ICMA-457 #300530 FLAT DOLLAR*		54,493.15
3546	12/12/2025	Open			Accounts Payable	P E R S	PE1% - PERS SEIU*		233,235.56
3547	12/09/2025	Open			Accounts Payable	PITNEY BOWES PURCHASE POWER	PURCHASE POWER PASTAGE CL PYMT NOV 25		400.00
3548	12/01/2025	Open			Accounts Payable	U.S. BANK - CORPORATE PAYMENT SYS	CALCARD NOV 2025 PAYMENT		59,246.07
3549	12/30/2025	Open			Accounts Payable	KS STATEBANK	2023 CHEVROLET TAHOE SPECIAL SERVICE VEHICLES WITH UPFITTING DEC		4,907.41
3550	12/30/2025	Open			Accounts Payable	STRYKER CORPORATION	STRYKER EQUIPMENT/ SVC LEASE AGRMNT DEC 2025		6,308.59
3551	12/23/2025	Open			Accounts Payable	PG&E	PG&E 11/04/25-12/01/25		22,823.43
3552	12/23/2025	Open			Accounts Payable	PG&E	PG&E 11/05/25-12/07/25		28.74
3553	12/23/2025	Open			Accounts Payable	PG&E	PG&E 11/1/25-11/30/25		34,341.89
3554	12/29/2025	Open			Accounts Payable	SUTTER HEALTH PLUS	SUTTER HEALTH PLAN - JAN 2026 PAYMENT		36,226.20
3555	12/31/2025	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - NOV2025		854.49
3556	12/31/2025	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - NOV2025		60.16
3557	12/31/2025	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - NOV2025		788.71
3558	12/31/2025	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - NOV2025		96.18
3559	12/31/2025	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - NOV2025		455.92
3560	12/31/2025	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - NOV2025		38.38
3561	12/31/2025	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - NOV2025		38.37
3562	12/31/2025	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - NOV2025		38.40
3563	12/31/2025	Open			Accounts Payable	AMEX/AMERICAN EXPRESS	MERCHANT FEE EXPENSE - NOV2025		44.58
3564	12/31/2025	Open			Accounts Payable	CLOVER	MERCHANT FEE EXPENSE - NOV2025		23.90
3565	12/31/2025	Open			Accounts Payable	AUTHORIZE.NET	MERCHANT FEE EXPENSE - NOV2025		35.60

City of El Cerrito

Payment Register

From Payment Date: 12/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Description	Transaction Amount
3566	12/31/2025	Open			Accounts Payable	AUTHORIZE.NET	MERCHANT FEE EXPENSE - NOV2025	20.00
3567	12/31/2025	Open			Accounts Payable	CARDCONNECT	MERCHANT FEE EXPENSE - NOV2025	7,827.71
3568	12/31/2025	Open			Accounts Payable	CARDCONNECT	MERCHANT FEE EXPENSE - NOV2025	1,785.64
3569	12/31/2025	Open			Accounts Payable	CARDCONNECT	MERCHANT FEE EXPENSE - NOV2025	2,544.52
3570	12/31/2025	Open			Accounts Payable	MECHANICS BANK	MERCHANT FEE EXPENSE - NOV2025	958.88
3571	12/29/2025	Open			Accounts Payable	U.S. BANK - CORPORATE PAYMENT SYS	CALCARD DEC 2025 PAYMENT	46,792.53
3572	12/26/2025	Open			Accounts Payable	California State Disbursement Unit	Payroll Deduction	2,227.84
3573	12/26/2025	Open			Accounts Payable	EDD - PAYROLL TAX DEPOSIT	CA - CA Tax	40,364.12
3574	12/26/2025	Open			Accounts Payable	IRS	FED - Fed Tax*	166,420.52
3575	12/26/2025	Open			Accounts Payable	MIssionSquare (name chg 03-2021 formerly ICMA)	ICM1 - ICMA-457 #300530 FLAT DOLLAR*	51,141.91
3577	12/26/2025	Open			Accounts Payable	EDD - PAYROLL TAX DEPOSIT	CA - CA Tax	10.00
3578	12/26/2025	Open			Accounts Payable	IRS	FED - Fed Tax*	73.14
Type EFT Totals:					**38 Transactions**			**$ 1,052,213.39**

ACCOUNTS PAYABLE

All	Status	Count		Transaction Amount
	Open	232	$	5,328,234.95
	Reconciled	-		-
	Voided	-		-
	Stopped	-		-
	Total	232	$	5,328,234.95

PAYROLL

All	Status	Count		Transaction Amount
	Open	32	$	10,273.21
	Reconciled	605		1,208,801.96
	Voided	-		-
	Stopped	-		-
	Total	637	$	1,219,075.17

GRAND TOTAL	**Total**	**869**	**$**	**6,547,310.12**

AGENDA BILL

Agenda Item No. 6.F.

Date: January 20, 2026
To: El Cerrito City Council
From: Paul Keith, Chief of Police, El Cerrito Police Department
Subject: Letter of Support for El Cerrito Police Participation in the Active Bystandership for Law Enforcement Program Administered by Georgetown Law

ACTION PROPOSED

Pass a motion authorizing the Mayor to sign a letter, on behalf of the City Council, in support of the El Cerrito Police Department's participation in the Active Bystandership for Law Enforcement (ABLE) program administered by Georgetown Law.

BACKGROUND

The Active Bystandership for Law Enforcement (ABLE) Program is designed to prepare police officers to successfully intervene to prevent harm and create a law enforcement culture that supports peer intervention. The ABLE Program provides free training to agency trainers, who then present the program to their respective departments. The El Cerrito Police Department intends to make the ABLE Program a significant training focus for 2026. The Municipal Pooling Authority recommends that agencies train officers in the program.

Additional information about this program can be found at the Georgetown Law website, https://www.law.georgetown.edu/cics/able/.

STRATEGIC PLAN CONSIDERATIONS

This action supports the City's Strategic Plan Goal(s) of:

- *High Performing Organization; and*
- *Environmental Sustainability.*

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:

Karen Pinkos, City Manager

Attachments:

1. DRAFT Letter of Support

January 20, 2026

Mr. Tahir Duckett
ABLE Executive Director
Georgetown University Law Center
600 New Jersey Ave. NW, Washington, DC 20001

Dear Mr. Duckett,

On behalf of the City of El Cerrito, I am writing to express the City Council's strong support for the El Cerrito Police Department's application to become an Active Bystandership for Law Enforcement (ABLE) Agency. This effort will further support the incredible work they do to uphold the highest level of standards in law enforcement through pursuing ongoing officer training and development, community collaboration, and best practices in law enforcement.

The City of El Cerrito can attest to the El Cerrito Police Department's commitment to train and equip officers to support intervention, as well as contribute to a culture of officer well-being, accountability, and growth. The agency has been an active participant and collaborator in a wide range of community events and initiatives throughout the City and regularly seeks resident engagement and advice.

Through the El Cerrito Police Department's involvement in the ABLE project, we believe their participation will only increase trust among members of our community. The City of El Cerrito is proud of its diverse community and values of diversity, equity, transparency, and civic engagement. As Mayor of El Cerrito, I believe the Department's involvement in this project directly corresponds with the City's values and goals of creating a safe community where people can live, work, and thrive.

The City Council of the City of El Cerrito pledges our whole-hearted support for the El Cerrito Police Department's application to become an ABLE agency. If you have any questions, please contact me at (510) 215-4305 or gquinto@elcerrito.gov .

Sincerely,

Gabriel Quinto
Mayor, City of El Cerrito

Cc: City Council
City Manager
Police Chief

AGENDA BILL

Agenda Item No. 6.G.

Date: January 20, 2026
To: El Cerrito City Council
From: Alexandra Orologas, Assistant City Manager; Will Provost, Assistant to the City Manager, City Management
Subject: Amendment to Consulting Services Agreement with California Public Policy Group for Grant Writing and Legislative Advocacy Services

ACTION PROPOSED

Adopt a resolution authorizing the City Manager to execute an amendment to the consulting services agreement with California Public Policy Group (CPPG) in an amount not to exceed $82,500 for grant writing and legislative advocacy services in Fiscal Year 2025-26, and not to exceed $86,900 in Fiscal Year 2026-27 and $90,980 in Fiscal Year 2027-28.

BACKGROUND

On July 19, 2022, the City Council authorized the City Manager to enter into a one-year consulting services agreement with Renne Public Policy Group (RPPG) for grant writing services in an amount not to exceed $60,000. In August 2023, the City Manager entered into a subsequent agreement with RPPG under the City Manager's contract authority for an additional 10 months of grant writing services in an amount not to exceed $45,000. In October 2023, the contract was amended to include legislative advocacy services on a trial basis through the duration of the contract with no additional funding allocated. In July 2024, the City Council approved Resolution 2024-49 authorizing the City Manager to execute a consulting services agreement with RPPG in an amount not to exceed $83,000 for grant writing and legislative advocacy services in Fiscal Year 2024-25.

Effective October 1, 2024, the legislative advocacy and grant services areas of RPPG were transferred to California Public Policy Group (CPPG) through an asset purchase agreement. The transition included the same staff, business offices, and scope of services previously provided by RPPG to the City of El Cerrito for the same cost. As such, the City approved the assignment of the contract from RPPG to CPPG and has continued to engage with the firm since.

As the City continued to pilot and evaluate the use of legislative advocacy and grant writing services, a short-term agreement was executed under the City Manager's authority effective July 1, 2025, with compensation not to exceed $45,000 through January 31, 2026. To continue these services beyond that date, City Council action is needed to authorize the expenditures in excess of the City Manager's signing authority.

ANALYSIS

The goal for procuring grant writing services is for the City to maintain the ability to proactively identify and pursue grant opportunities to address critical service delivery needs and necessary capital infrastructure improvements aligned with the City's Strategic Plan. The City's engagement with CPPG has expanded internal capacity for the City to actively advance and maximize grant opportunities that would otherwise be required to fund from existing budgetary resources. As a result of CPPG's efforts, the City has secured $710,000 in grant funding, including more than $500,000 for hazardous fuels mitigation in the Hillside Natural Area. CPPG has also assisted the City in developing and submitting grant applications and federal/state earmark requests totaling more than $16 million for local infrastructure and affordable housing projects. Currently, more than $4.5 million in federal earmarks requests related to fire fuel mitigation, affordable housing, and active transportation remain pending due to the federal government's ongoing delay in budget appropriations. CPPG's consultants have worked with the City to prepare funding requests to Representative Garamendi, Senator Padilla, State Senator Arreguin and State Assemblymember Wicks' offices. Additional grant applications were also submitted as recently as December 2025 seeking funding to offset the cost of needed accessibility improvements at the El Cerrito Swim Center and to support additional fire fuel management work in the City's open spaces.

The goal for obtaining legislative advocacy services is to keep the City Council and staff informed of proposed legislation, initiatives, or funding opportunities that align with the City's key priorities, programs, or operations. CPPG tracks, reviews, and analyzes any introduced and amended legislation, and advocates on legislation and any state budget issues impacting El Cerrito. In April 2025, this process was further formalized through the development of a State Legislative Platform that was adopted by the City Council.

During the 2025 legislative season, CPPG monitored and analyzed over 900 pieces of state legislation, with the City taking official positions on eight measures. CPPG achieved the desired outcome or secured critical amendments that significantly reduced adverse impacts to the City on five of those measures. Having a legislative advocate with a physical presence in Sacramento has allowed the City to respond quickly to time-sensitive legislative developments that could adversely impact the City and community. For example, in the final days of the 2025 legislative session, Senate Bill 423 went through the "gut and amend" process to include language that would have prohibited cities from imposing a real estate transfer tax on certain newly constructed residential and commercial properties. The proposal would have barred transfer taxes for 15 years following the issuance of a certificate of occupancy for multifamily and commercial developments and for five years on single-family homes rebuilt after a disaster. Another version of the proposal extended these restrictions to document transfer taxes, posing significant fiscal impacts for local governments statewide. CPPG mobilized immediately, working directly with City staff, Council, and coordinating with the City's legislative delegation, the League of California Cities, and external partners to oppose the proposal. As a result, the proposal did not move forward during the 2025 legislative session.

In addition, CPPG worked closely with the City's elected representatives to encourage Caltrans to honor its commitment to fund the City's effort to integrate urgently needed pedestrian safety improvements into an upcoming Caltrans repaving project on San Pablo Avenue (SR-123). CPPG's existing relationships and understanding of state processes has been immensely valuable in working to achieve El Cerrito's goals and interests.

Upon approval of this amendment, CPPG plans to present to the City Council in February an overview of key legislation and policy decisions that occurred in Sacramento in 2025, along with an outlook on legislation expected to be advanced in 2026. The focus of the presentation will be the Council's review of the City's State Legislative Platform for 2026.

To continue this work for the next 2.5 years that would extend through the next biennial budget, City staff is recommending approval of an amendment to the existing agreement with CPPG for grant writing and legislative advocacy services with total compensation not to exceed $82,500 in Fiscal Year 2025-26 and not to exceed $86,900 and $90,980 in Fiscal Years 2026-27 and 2027-28 respectively. This includes maintaining the current $6,500 per month retainer through June 30, 2025, while allowing for a 5 percent escalation annually through June 30, 2028, and up to $5,000 of reimbursable expenses annually if needed.

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

The cost associated for this proposed consulting services agreement, in an amount not to exceed $82,500, is included in the Fiscal Year 2025-26 Adopted Budget. Contracted services for Fiscal Years 2026-27 and 2027-28 are subject to future appropriations in the City's next biennial budget. No additional expenditure appropriation is requested.

LEGAL CONSIDERATIONS

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

Reviewed by:

Karen Pinkos, City Manager

Attachments:

1. Resolution
2. CPPG Cost Proposal

RESOLUTION 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH CALIFORNIA PUBLIC POLICY GROUP (CPPG) FOR GRANT WRITING AND LEGISLATIVE ADVOCACY SERVICES NOT TO EXCEED $82,500 IN FISCAL YEAR 2025-26, $86,900 IN FISCAL YEAR 2026-27, AND $90,980 IN FISCAL YEAR 2027-28

WHEREAS, the City of El Cerrito continues to be in need of consulting services to provide comprehensive grant writing and legislative advocacy services to enhance service delivery; and

WHEREAS, the City does not have dedicated staff that provide Citywide grant writing or government legislative affairs services, and both services are highly specialized and require particular expertise; and

WHEREAS, the goal of obtaining grant writing services is to increase internal capacity to actively advance and maximize grant opportunities to address appropriate service delivery needs and necessary capital infrastructure improvements; and

WHEREAS, the goal of obtaining legislative advocacy services is to track, review, and analyze any introduced and amended legislation and advocate on legislation and any state budget issues impacting El Cerrito; and

WHEREAS, the City has contracted with Renne Public Policy Group (RPPG) since August 2022 for grant writing services and since October 2023 for legislative advocacy services; and

WHEREAS, effective October 1, 2024, the City approved the assignment of the contract from RPPG to the California Public Policy Group (CPPG), consisting of the same staff members and business offices and has been engaged with the firm since; and

WHEREAS, the City would continue to greatly benefit from the expertise of CPPG to focus on identifying, researching, writing grants and to proactively provide state legislative tracking, analysis, and advocacy services; and

WHEREAS, CPPG has the skills, knowledge and experience to perform these services on behalf of the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes the City Manager to execute an amendment to the consulting services agreement with California Public Policy Group for grant writing and legislative advocacy services not to exceed $82,500 in Fiscal Year 2025-26, $86,900 in Fiscal Year 2026-27, and $90,980 in Fiscal Year 2027-28.

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

I CERTIFY that at a regular meeting on January 20, 2026 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:

_____
Gabe Quinto, Mayor

PROPOSED REVISED PRICING OPTIONS

Proposed Pricing: We propose an initial flat retainer fee of $6,500.00 per month with a 5 percent escalation from 2026-2027 and from 2027-2028 for lobbying and grant writing services outlined in this proposal.

As Needed Travel Costs:
Not-to-exceed $5,000 annual travel set aside. Such costs include mileage reimbursed at the standard milage rate, hotel accommodation should an in-city meeting require our overnight attendance. No charges shall be assessed without express authorization from the City.

Date	Amount	Escalated Monthly Amount from Previous Contract Year	Fiscal Year Amount Including As Needed Travel Costs
February 1, 2026-June 30, 2026	$6,500.00	$0.00	$82,500.00
July 1, 2026-June 30, 2027	$6,825.00	$325.00	$86,900.00
July 1, 2027-June 30, 2028	$7,165.00	$340.00	$90,980.00

**** Please Note:** $5,000.00 not-to-exceed annual travel would only be used in connection with client-request travel (e.g., hotel, transportation, mileage etc. associated with a requested in-person meeting). No travel-related expenses shall be assessed unless specifically requested and approved by the client.*

SCOPE OF WORK

The services to be performed by the Consultant shall consist of providing all-inclusive expert grant writing services and legislative advocacy on retainer. This includes the following, but not limited to:

Scope of Work: Legislative Advocacy

- **State Legislative Engagement, Tracking, and Advocacy:** California Public Policy Group (CPPG) will monitor, review, and analyze all introduced or amended legislation, advocating on issues that affect the City's operations, authority, and autonomy within the State Budget process. We will assist in assessing proposed legislation and identifying priorities based on their potential impact on the City. Our team will also consult on and prepare key materials—including draft policy positions, budget letters, a customized legislative tracking matrix tailored to your specifications, legislative and budget analyses, and background papers—to ensure you remain informed and effectively represented before policymakers. These efforts will support any amendments or actions needed to advance your goals and priorities.

- **Relationship Building:** Due to recent and anticipated turnover in the Legislature and the Governor's office, the City has new opportunities to establish relationships both within and beyond its delegation. CPPG will strengthen your presence in Sacramento by developing robust connections with legislative leaders, the Administration, and key state agencies and staff. We will continue to foster relationships with the Governor's Office, CalEPA, HCD, CARB, DOF, Caltrans, CalSTA, CTC, and other departments overseeing relevant programs and initiatives.

- **Participate and Advise in Annual Legislative Strategic Planning:** CPPG understands the critical role a proactive strategy plays in achieving your goals. Through a series of annual in-depth meetings, we will work with City staff and leadership to identify the appropriate internal stakeholders and to outline goals, objectives, opportunities, and challenges related to the City's priorities. This collaborative process will inform the development of an adopted legislative platform that reflects the City's unique organizational needs.

- **Onsite Representation:** CPPG will represent the City at policy-related meetings, conferences, events, regulatory proceedings, legislative hearings, and other relevant venues, delivering comments and testimony to ensure the City maintains a consistent presence in the state Capitol.

- **Frequent, Consistent Communication:** CPPG will provide monthly policy status reports and detailed recaps, along with supplemental materials during key legislative milestones such as budget updates, bill introduction deadlines, and end-of-session activities. In addition, we will hold monthly Zoom check-ins with your staff, as well as additional meetings as needed, supported by an updated legislative matrix. These discussions will provide a structured forum for in-depth review of legislation and emerging developments related to the City's priorities.

- **Educational Tour:** Using your legislative priorities as a guide, CPPG is prepared to conduct an educational tour in the Capitol to elevate awareness of the City's most important issues. This effort will help ensure that effective communication channels with legislators and their staff remain open throughout the upcoming legislative session and beyond.

- **Targeted Engagement with Statewide Local Government Association and Local Agency Partners:** CPPG has established strong working relationships with the League of California Cities, California State Association of Counties, Rural Counties Representatives of California, Urban Counties of California, California Municipal Utilities Association, Association of California Water Agencies, California Special Districts Association, and other statewide local government organizations. We will leverage these partnerships and, when appropriate, coordinate a blended advocacy strategy to advance the City's interests and achieve success on its priority issues.

- **Explore General Fund Opportunities:** CPPG will collaborate with your staff to identify state General Fund opportunities and to obtain letters of support from your state legislative delegation and relevant state agencies for pending grant applications.

- **FPPC:** CPPG will file all required forms on behalf of the City, including but not limited to forms 602 (annual Lobbying Firm Activity Authorization) and 635 (Report of Lobbyist Employer).

Scope of Work: Grant Writing

Grant Proposal Development and Submission

- **Proposal Development:** CPPG will provide grant writing and proposal development services from start to finish of the proposal development process. This includes preparing funding abstracts, project narratives, and the required forms and attachments. The grant writer will convene a kickoff meeting for each project and outline expectations for all staff involved in preparing the application. Optimizing your use of resources and staff time is an overarching priority for our team. CPPG will develop a strategic work plan for the development of each proposal, take the lead in scheduling meetings, and work to obtain relevant information from stakeholders.

- **Collaborative Approach:** CPPG utilizes a collaborative grant writing process to compile highly competitive proposals. Our skilled consultants understand that leveraging the subject matter expertise of our client is critical to success. We use cloud-based document-sharing services to enable real-time feedback from the client throughout the proposal development process. When there is an active project, the assigned grant writer will schedule weekly/bi-weekly calls to provide a consistent check-in point (cadence is determined on a case-by-case basis).

- **Quality Control:** Prior to submitting a grant application, CPPG's grant writer will review the contents of the narrative and each attachment, check for typographical or grammatical errors, and ensure that all required components for a complete proposal are included in the application package.

- **Advocacy:** CPPG's grant writers work in partnership with our Sacramento lobbying team to notify legislators about grant applications in their districts and request letters of support to include in grant applications.

- **Peer Review:** CPPG's consultants are available to provide peer review for grant applications prepared by the client's own staff.

Grant Opportunity Identification and Tracking

- **Progress Monitoring and Grant Tracking:** CPPG's team will provide monthly Grant Activity Reports that identify grant applications in progress, funding opportunities being tracked by CPPG's team on behalf of the client, and the outcomes (awarded/pending/rejected) of submitted grant applications. Tracking lists are organized based on identified focus areas and aligned to the client's priority projects, which are developed using feedback from interdepartmental staff during the onboarding process.

- **Funding Opportunity Research:** CPPG conducts continuous and comprehensive research to keep clients informed of upcoming grant opportunities. Our team reviews grant listings from the federal grants.gov database, the California Grants portal, and major funding agencies' websites. Proactively identifying funding priorities allows staff and consultants to focus grant-seeking efforts in a way that supports the client's long-term strategic goals and helps strategically align grant-seeking activities with council-approved priorities. CPPG clients receive the monthly Municipal Funding Outlook report detailing current and cyclical grant programs administered by federal, state, and regional agencies.

- **Project-Specific Research:** CPPG conducts targeted research to assess the availability of funding and the competitive viability of specific projects identified by the City. This includes analyzing program eligibility, funding levels, and application cycles to ensure that proposed projects align with current opportunities. Our team evaluates each project's competitiveness by benchmarking against prior award trends, reviewing program scoring criteria, and identifying potential strengths and weaknesses. This focused analysis helps the City make informed decisions about which projects are most likely to secure funding and when to pursue them for maximum success

- **Monitoring the State Budget:** CPPG's Director of Grant Services works directly with our legislative advocates working in Sacramento who provide updates and analysis on the state budget and relevant bills, allowing the Grant Services Team to proactively identify upcoming opportunities, the creation of new grant programs, and changes to existing grant programs.

Grant Strategy and Readiness Support

- **Strategic Alignment:** CPPG works directly with organizational leadership teams to identify funding and service gaps to inform grant-seeking activities. We schedule "deep dive" meetings with departments within the client's organization as part of our onboarding process to focus on key priorities and use these priorities to drive our research and grant tracking efforts.

- **Grant Readiness:** CPPG's consultants will support the client's efforts to proactively identify priority projects and triage potential grant opportunities to support these projects. As part of this effort, our consultants will vet projects for competitive viability to support the development of strong grant applications.

AGENDA BILL

Agenda Item No. 6.H.

Date: January 20, 2026
To: El Cerrito City Council
From: Eric Ng, Information Technology Manager, City Management
Subject: Approve an Agreement with CentralSquare Technology for Community Development Permitting and Licensing Software

ACTION PROPOSED

Adopt a resolution authorizing the City Manager to approve a five-year agreement with CentralSquare Technologies LLC (CentralSquare) for permitting and licensing software solutions used by the Community Development and Public Works Departments in an amount not to exceed $345,905 over a five-year term.

BACKGROUND/ANALYSIS

In 2005, the City executed a contract with CRW Systems to license "TRAKiT" software, which is used to manage plan check reviews, review and issue building permits, perform neighborhood preservation activities including code enforcement and inspections, review and issue encroachment permits, and to coordinate and track maintenance requests. Subsequently, CRW Systems was acquired by Superion/CentralSquare Technologies, with the City continuing to use the software across these functional areas. In 2020, the City executed an amendment to the 2005 contract in order to migrate the TRAKiT system to a cloud-hosted online “Community Development” (CD) system that has provided improved functions and services for staff and customers alike. In April 2025, City Council approved a $50,000 professional services contract with Central Square to add to and improve configurations on the current CD system.

CentralSquare's CD system is the online platform where the City's customers submit their applications and pay for Building and/or Public Works permits, and where City staff from multiple departments are trained and work extensively to process and manage the permits from application, approval, and inspection to finalization. The software is also used daily by the Public Works Maintenance team to coordinate, track, and document work requests, with departments actively integrating new key functions and centralizing processes including for Business Licenses, Fire Inspections, and Planning.

The current maintenance and support contract with CentralSquare is now 20 years old, including the amendment in 2020 to account for cloud hosting. It is best practice to review and update the City's contracts regularly to ensure the City is procuring services in accordance with current operational needs. After careful review, staff is recommending a new five-year maintenance and support contract with CentralSquare to continue the license subscription, support, and maintenance of the CD software and to continue providing the current array of cloud-hosted services. This will also enable the City to lock in set pricing and to be able to budget accordingly over the next five years.

Under the City's Administrative Policy III.1, the procurement process would normally include an RFP and selection based upon demonstrated qualifications. However, under Section D.4 of Administrative Policy III.1 the City may dispense with the formal procurement process in several circumstances, including when "necessary to serve the best interests of the City." As maintenance and support services for the City's existing CD software can only be procured from CentralSquare, staff believes that it is in the best interest of the City to continue securing these services that will allow the City to maintain and successfully operate its current software infrastructure, and that the CD platform will continue to best serve the City's needs for these functional areas. Based on these factors and the operational impacts of switching software providers, staff recommends that the City Council dispense with a formal procurement process and authorize approval of the new agreement with CentralSquare.

STRATEGIC PLAN CONSIDERATIONS

This action supports the City's Strategic Plan Goal(s) of:

- *High Performing Organization* by improving and maintaining technology systems to increase automation and efficiency.

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 a contract.

FINANCIAL CONSIDERATIONS

The annual cost of the license, support, and maintenance of CentralSquare Technology's "Community Development" system is $62,600 and is included in the Fiscal Year 2025-26 Budget. No additional appropriation or budget approval is required. Under the terms of the proposed agreement annual subscription fees will increase by 5% each year. As such, the cost of the contract over the 5-year term is $345,905. Requests for the annual appropriations will be included in future years as part of the budget approval process.

LEGAL CONSIDERATIONS

The City Attorney has reviewed the applicable documents and found them to be legally compliant.

Reviewed by:

Karen Pinkos, City Manager

Attachments:
1. Resolution
2. CentralSquare Agreement

RESOLUTION 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CENTRALSQUARE TECHNOLOGY LLC FOR THE COMMUNITY DEVELOPMENT PERMITTING AND LICENSING SOFTWARE IN AN AMOUNT NOT TO EXCEED $345,905 OVER A FIVE-YEAR PERIOD

WHEREAS, the existing contract with CentralSquare for licensing, support and maintenance is 20 years old; and

WHEREAS, it is best practice to review and update the City's contracts regularly; and

WHEREAS, City staff from multiple departments rely on the Community Development (CD) platform to manage plan check reviews, review and issue building permits, perform neighborhood preservation activities including code enforcement and inspections, review and issue encroachment permits, and to coordinate and track maintenance requests; and

WHEREAS, after a careful review of the agreement and based on the operational impacts of switching software providers, staff believe that the CD platform will continue to best serve the City's needs for these functional areas; and

WHEREAS, Administrative Policy Section D.4 allows the City to dispense with a formal procurement process when "necessary to serve the best interests of the City," which City staff considers is appropriate in this case.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes the City Manager to enter into an agreement with CentralSquare Technology LLC for the Community Development platform in an amount not to exceed $345,905 over a five-year term.

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

I CERTIFY that at a regular meeting on January 20, 2026 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:

_____
Gabe Quinto, Mayor

∑CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **City of El Cerrito, CA** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, Customer entered into that certain prior agreement for consulting services by CRW Systems, Inc. for Software products with Superion, LLC, a CentralSquare Technologies, LLC company, ("Prior August 12, 2005 Agreement"); and

WHEREAS, Customer is a currently licensed end user of the Community Development Software; and

WHEREAS, through asset purchase, CentralSquare is the owner of all Superion Software products, services, and contractual obligations; and

WHEREAS, Customer desires to discontinue use of the Superion Software products and upgrade to the CentralSquare Software solution identified in Exhibit 1 to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the Superion Software products being replaced by this Agreement

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of El Cerrito
1000 Business Center Drive Lake Mary, FL 32746	10890 San Pablo Ave, El Cerrito, CA , 94530
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Solution: Community Dev;Finance Pro;NaviLine PA

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement may be renewed for at the Customers written request for an additional successive five (5) year term unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

1. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

1.1. "**Affiliate**" means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.

1.2. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.

1.3. "**Baseline Solution**" means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.

1.4. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

1.5. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

1.6. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.

1.7. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

1.8. **"Delivery"** means:

1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, with contemporary notice to Customer of availability, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.

1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

1.9. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.

1.10. **"End User Training"** means the process of educating general users of the Software on the operation of the Software.

1.11. "**Entity**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.

1.12. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.

1.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.14. "**Managed Services Hardware**" means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.

1.15. "**Maintenance**" means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support) or Exhibit 8 (Managed Services Provisions).

1.16. "**New or Major Releases**" means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

1.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

1.18. "**Professional Services**" means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.

1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.

1.21. "**Software**" means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.

1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.

1.23. "**Solutions**" means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

1.25. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title.

2.1. License Grant. For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.2. Access Grant. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

2.4. Application Programming Interface "API". If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use such API for Customer's own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.

2.5. Hardware**.** Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.

2.6. Managed Services Hardware**.** Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer

at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any Defect or warranty claims in accordance with Exhibit 8.

2.7. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not willfully or intentionally:

3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service without prior written approval from CentralSquare;

3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;

3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;

3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours, on a date and time mutually agreed upon by Customer and CentralSquare, to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.

5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement, except delays caused by the acts or omissions of CentralSquare.

5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers or Customer's employees providing similar services and that have been provided to CentralSquare in writing or in advance.

6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive,

irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Confidentiality.

7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. **"Confidential Information"** means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law, including without limitation the California Public Records Act.

7.3. Public Record. As this Agreement is public record, CentralSquare is permitted to disclose Customer as a Customer. However, CentralSquare shall not make any statements or representations regarding Customer's opinion of CentralSquare or its services. CentralSquare may reach out to Customer from time to time for references or marketing engagements, subject to Customer's written approval.

8. Security.

8.1. CentralSquare will implement the best current, generally accepted, and commercially reasonable administrative, technical and physical safeguards that are used by professionals performing similar services in the same or similar locale and under the same or similar circumstances as CentralSquare under this Agreement and which are designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.

8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with, or policies applicable to, such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. Personal Data. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons. CentralSquare shall maintain agreements with, or policies applicable to, such employees, agents and contractors that adequately protect the confidential nature of the Personal Information consistent with applicable law; and

9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

10.1. Intellectual Property Warranty. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.

10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to

continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.

10.3. Software Warranty. CentralSquare warrants to Customer that: (i) for the entire Term (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of Delivery the Software does not contain any virus or other malicious code.

10.4. Software Remedy. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option and as the sole remedy, reinstall the Software or correct the Defects pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

10.5. Services Warranty. CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.

10.6. **Disclaimer of Warranty. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare :
CentralSquare Technologies, LLC
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235
Attention: Legal/Contracts

If to Customer:
City of El Cerrito
10890 San Pablo Ave
El Cerrito, CA 94530
Phone:
Email: eng@ci.el-cerrito.ca.us
Attention: Eric Ng

12. Force Majeure.
Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer and Authorized Users from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. Customer Indemnification. To the extent allowable by law, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all Claims or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any Claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.3. "**Claim**" in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise, as well as all related costs (including reasonable attorneys' fees).

14. Termination.

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection, following written notice of the breach to the breaching party, and a reasonable opportunity to cure. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term. To effect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any, for services already provided during the Term.

14.4. Customer may also terminate for convenience, in whole or in part, at any time by providing thirty (30) days written notice. Should Customer terminate for convenience during any twelve (12) month term, CentralSquare shall provide a pro-rated refund for any on-premise subscription asset designated on Exhibit 1 with an "Annual Subscription Fee". Should Customer terminate for convenience, in whole or in part, any cloud hosted subscription asset, no pre-paid fees shall be returned, or pro-rated refund be given, for any remaining months on the then-current term. Should Customer terminate for convenience, in whole or in part, any third-party asset, no pre-paid fees shall be returned, or pro-rated refund be given, or any remaining months on the then-current term.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and

15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the date of the termination or expiration, including anything that accrues within those thirty (30) days.

15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.

15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.

15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.

15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

16. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.

17. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:

17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other

Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.

17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.

17.3. Confidential Mediation. The Parties further agree all writteRn or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction. Venue for any dispute shall be in the Superior Court of Contra Costa County or the United States District Court for the Northern District of California.

18. Governing Law. This Agreement shall be governed by the laws of the State of California.

19. Waiver/Severability. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. No waiver of any provision of this Agreement shall be enforceable unless such waiver is in writing and signed by the waiving party. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

20. LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

20.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**

20.2. **CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE. NOTHING IN THIS SECTION SHALL BE CONSTRUED TO LIMIT THE AMOUNT OF AVIALABLE INSURANCE TO EITHER PARTY FOR ANY COVERED LOSS UNDER ANY POLICY OF INSURANCE REQUIRED HEREUNDER.**

21. Insurance. During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.

22. Third-Party Materials. CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

23. Subcontractors. CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

24. Entire Agreement. This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

25. Amendment. Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.

26. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

27. Counterparts. This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

28. **Material Adverse Change**. If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

29. **Cooperative Purchases.** The Parties agree that other entities ("Cooperative Customers") may use this Agreement as a purchasing vehicle for similar CentralSquare software and services. Terms and conditions specific to each Cooperative Customer's purchase, including but not limited to pricing, payment terms, and scope of work, shall be negotiated separately between CentralSquare and the Cooperative Customer. A separate contract and any necessary supplemental documents shall be developed independently from this Agreement for each Cooperative Customer, and each such contract shall be fully independent of the others. The original Customer shall not be a party to any agreements made between CentralSquare and Cooperative Customers and will not incur any liability related to specifications, delivery, payment, or any other aspect of purchases made by Cooperative Customers.

30. **Order of Precedence**.

30.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

30.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.

30.2. Customer's purchase order terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.

30.3. Incorporated Exhibits to this Agreement:

Exhibit 1: Solution(s) and Services Fee Schedule

Exhibit 2: Maintenance & Support

Exhibit 3: CentralSquare Access Management Policy

Exhibit 4: Certificate of Insurance (Evidence of Coverage)

RExhibit 5: Service Level Commitments

EXHIBIT 1

Solution(s) and Services Fee Schedule

(See Next Page)

El Cerrito, CA		Renewal Period
Product: Product Name	Qty	7/28/2025 - 11/01/2025
Community Development: Advanced Annual Subscription Fee SaaS	2	$1,090.34
Citizen Engagement Option Annual Subscription Fee SaaS	1	$0.00
Code Compliance PA Cloud Annual Subscription Fee	1	$0.00
CRM PA Cloud Annual Subscription Fee	1	$0.00
eTRAKIT Community Development Portal Annual Subscription Fee	2	$0.00
Land Management PA Cloud Annual Subscription Fee	1	$0.00
Licensing PA Cloud Annual Subscription Fee	1	$0.00
Permitting PA Cloud Annual Subscription Fee	1	$0.00
Projects and Planning PA Cloud Annual Subscription Fee	1	$0.00
Entity Management PA Cloud Annual Subscription Fee	1	$0.00
Total		**$1,090.34**

Product: Product Name	Qty	9/29/2025 - 11/01/2025
Community Development: Advanced Annual Subscription Fee SaaS	4	$792.04
Total		**$792.04**

Product: Product Name	Qty	11/02/2025 - 11/01/2026
Fusion Subscription SaaS Annual Subscription Fee SaaS	1	$3,977.75
Community Development: Advanced SaaS Subscription Cloud Setup Fee	1	$0.00
Community Development: Advanced Annual Subscription Fee SaaS	20	$45,460.00
Community Development Mobile SaaS Annual Subscription Fee SaaS	1	$0.00
Citizen Engagement SaaS Annual Subscription Fee SaaS	1	$0.00
CRM PA Cloud Annual Subscription Fee	1	$0.00
Code Compliance PA Cloud Annual Subscription Fee	1	$0.00
Permitting PA Cloud Annual Subscription Fee	1	$0.00
Projects and Planning PA Cloud Annual Subscription Fee	1	$0.00
Land Management PA Cloud Annual Subscription Fee	1	$0.00
Entity Management PA Cloud Annual Subscription Fee	1	$0.00
Licensing PA Cloud Annual Subscription Fee	1	$0.00
Community Development: Advanced Annual Subscription Fee SaaS	1	$0.00
Community Development: Advanced Annual Subscription Fee SaaS	2	$4,341.38
Citizen Engagement Option Annual Subscription Fee SaaS	1	$0.00
Code Compliance PA Cloud Annual Subscription Fee	1	$0.00
CRM PA Cloud Annual Subscription Fee	1	$0.00
eTRAKIT Community Development Portal Annual Subscription Fee	2	$0.00
Land Management PA Cloud Annual Subscription Fee	1	$0.00
Licensing PA Cloud Annual Subscription Fee	1	$0.00
Permitting PA Cloud Annual Subscription Fee	1	$0.00
Projects and Planning PA Cloud Annual Subscription Fee	1	$0.00
Entity Management PA Cloud Annual Subscription Fee	1	$0.00
Community Development: Advanced Annual Subscription Fee SaaS	4	$8,820.00
Total		**$62,599.13**

Payment Terms:

Subscriptions:

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase by 5% each year
- The Annual Subscription Fees must be paid by the date listed above.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date. Invoices shall include a detailed description of completed tasks, hours worked, and billable rates or percentage complete (for lump sum tasks) for all work completed.

ANCILLARY FEES

a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
b. To the extent allowable by law, if Customer fails to make any payment within thirty (30) days of when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2
Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. **Product Updates and Releases**

1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.

1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.

1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. **Support**

2.1. CentralSquare shall provide to Customer support via toll-free phone number *833-278-7877* or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.

2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a Defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. **Online Support Portal**

Online support is available via https://support.centralsquare.com/s/contact-us, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. **Exclusions from Technical Support Services**

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution, as long as such prior version was made available within the last year. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. **Customer Responsibilities**

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.

5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;

5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;

5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and

5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm

before requesting or receiving remote support assistance.

6. **Priorities and Support Response Matrix**

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Non-Critical Priority 3 issues must be reported via Https://support.centralsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Minor Priority 4 issues must be reported via Https://support.centralsquare.com/s/contact-us

7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented Defect.

7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.

7.4. a Force Majeure event (as outlined in Section 12).

8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.

Priority 2 – **Critical**	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have no defined resolution time.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. Cases needing development. Support cases that require code development (e.g. writing, modifying or reviewing source code to create new functionality, resolve issues, or improve existing features) will be transferred to the appropriate product development team. Cases transferred to product development will be reviewed to determine the nature of the request, the severity of the impact on the performance of the solution, and the availability of a resolution. CentralSquare reserves the right to close out Non-Critical (Priority 3) and Minor (Priority 4) support cases, without resolution, for development items that do not reasonably fall within the current product roadmap.
10. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.
    10.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.
    10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.

1. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.
2. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
3. **Technology Life Expectancy**. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. If applicable, Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3
CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting https://securesupport.centralsquare.com.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

> *Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.*

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4

Certificate of Insurance (Evidence of Coverage)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-EO/C-GAWU-24-25	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The Charter Oak Fire Insurance Co. — 25615 **INSURER B :** Phoenix Insurance Company — 25623 **INSURER C :** Travelers Property Casualty Company Of America — 25674 **INSURER D :** Travelers Casualty And Surety Company — 19038 **INSURER E :** AIG Specialty Insurance Company — 26883 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** ATL-005801055-00 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			H-660-65758660-COF-24	08/31/2024	08/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			BA-65783539-24-I3-G	08/31/2024	08/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP-65801390-24-I3	08/31/2024	08/31/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-65783668-24-I3-G	08/31/2024	08/31/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	E&O/Cyber			01-492-21-01	08/31/2024	08/31/2025	Limit SIR	5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

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EXHIBIT 5

Service Level Commitments

The following applies to any cloud-hosted CentralSquare software only. The following does not apply to any on-premise software, hardware, or third-party products.

1. **Service Level Commitments**

   A. Availability. During any calendar month, the availability of the Solution shall be no less than 99.9%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.

   B. Measurement. Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.

   C. Calculation. Service availability for a given month shall be calculated using the following calculation:
      I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
      II. Service availability targets are subject to change due to the variance of the number of days in a month.
      III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

   D. Remedy. If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

   E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.

2. Exceptions. The Service Level Commitments and availability stated in this Exhibit do not cover services interruptions or performance issues that are caused by factors outside of CentralSquare or it's hosting partner's control. Such factors may include, but are not limited to:

   A. Internet Access. Issues relating to Customer's internet access. Any outages, slowdowns, or other problems related to the internet connection are explicitly disclaimed;

   B. Customer's Internal Network Issues. Issues originating from Customer's internal network such as network congestion, network equipment failure, or misconfigurations are explicitly disclaimed;

   C. Third-Party Acts. Issues caused by the acts or omissions of third-parties, including providers of internet services, or for issues arising from third-party software or hardware that is not provided by CentralSquare is explicitly disclaimed;

   D. Gross Negligence or Willful Misconduct. Issues relating to the failure or delay in performance to the extent caused by the acts or omissions of Customer or its agents constituting gross negligence or willful misconduct are explicitly disclaimed; and,

   E. Force Majeure. A force majeure event such as natural disasters, acts of God, or any other cause constituting force majeure are explicitly disclaimed.

3. Server Performance & Capacity. The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments,

these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).

4. Releases. Customer agrees keep the software up-to-date with the cloud release cycle as determined by CentralSquare. Staying current is essential to address security, performance, and infringement issues, and is required for receiving software support. All modifications, revisions, and updates to the software will be provided through new releases, accompanied by documentation updates whenever the CentralSquare deems necessary.

5. Non-Production Environments. Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

AGENDA BILL

Agenda Item No. 6.I.

Date: January 20, 2026
To: El Cerrito City Council
From: Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Subject: Extension of Subregional Transportation Mitigation Program (STMP) Cooperative Funding Agreement with the West Contra Costa Transportation Commission for the El Cerrito del Norte Transit-Oriented Development Complete Streets Improvement Project

ACTION PROPOSED

Adopt a resolution authorizing the City Manager to execute an addendum to extend the expiration date of the Subregional Transportation Mitigation Program (STMP) Cooperative Funding Agreement with the West Contra Costa Transportation Commission (WCCTC) for the El Cerrito del Norte Transit-Oriented Development (TOD) Complete Streets Improvement Project.

BACKGROUND

The El Cerrito del Norte TOD Complete Streets Project is implementing multimodal transportation improvements identified in the City's San Pablo Avenue Specific Plan and Active Transportation Plan. Planned improvements consist of enhanced and new protected crosswalks, new context-sensitive bikeways, bus boarding islands, circulation improvements, and various streetscape enhancements. The project location is around the El Cerrito del Norte BART Station and spans several streets, including San Pablo Avenue from Ohlone Greenway near the northern city limit to Potrero Avenue, Eastshore Boulevard from Potrero Avenue to San Pablo Avenue, Hill Street from San Pablo Avenue to Liberty Street, Cutting Boulevard from I-80 to Key Boulevard, and Knott Avenue from San Pablo Avenue to Key Boulevard. A significant portion of the Project is on State Route 123, requiring extensive oversight by the California Department of Transportation (Caltrans).

In April 2021, City staff applied for WCCTC STMP funds for engineering, detailed design, and construction of the El Cerrito del Norte TOD Complete Streets Improvement Project, and in May 2021, the WCCTC Board allocated STMP funding in the amount of $1,189,980 for the project. In August 2021, the City Council adopted Resolution No. 2021-44 approving the STMP Cooperative Funding Agreement (Agreement) with WCCTC and authorizing the City Manager to execute the Agreement. WCCTC and the City entered into the Agreement with an effective date of September 18, 2021 and an expiration date of September 18, 2024. City staff submitted two invoices totaling $318,726.84 for reimbursement of project expenses through the expiration date.

ANALYSIS

The development of the El Cerrito del Norte TOD Complete Streets Project has taken much longer than anticipated. The engineering and design timeline was extended due to the complexities of working within the Caltrans right-of-way and coordinating with multiple stakeholders. Additionally, the project site is within a developed area where unforeseen underground obstructions, aging infrastructure, and other complex site conditions were encountered during construction, leading to delays. The initial construction timeframe for the project was one year, beginning in Spring 2024 and ending Spring 2025. However, this was extended, with substantial construction completed by December 2025 and minor work scheduled for early 2026.

City staff requested that WCCTC extend the expiration date of the Agreement to December 31, 2026, while maintaining the same scope of work, funding level, and other parameters as the original agreement. To do this, WCCTC's legal counsel advised that an addendum to the Agreement be issued. The WCCTC Board approved the addendum at their December 12, 2025 meeting. City Council authorization is now required to execute the addendum so that the City can be reimbursed for the remaining $871,253.16 in STMP funds for the project.

STRATEGIC PLAN CONSIDERATIONS

This action supports the City's Strategic Plan Goal(s) of:

- *Infrastructure and Amenities; and*
- *Environmental Sustainability.*

ENVIRONMENTAL CONSIDERATIONS

The El Cerrito Del Norte TOD Complete Streets Improvement Project is a combination of projects identified in the San Pablo Avenue Specific Plan and Active Transportation Plan. The City Council approved a programmatic Environmental Impact Report and associated Mitigation Monitoring and Reporting Program for the San Pablo Avenue Specific Plan in September 2014, and an Initial Study/Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program for the Active Transportation Plan in April 2016. Both documents were prepared and certified per California Environmental Quality Act (CEQA) Guidelines.

As part of the Caltrans project development process, City staff and consultants prepared a project checklist to confirm that all impacts of the project were sufficiently evaluated in these documents. The mitigation measures identified in both Mitigation Monitoring and Reporting Programs are being implemented as appropriate in order to mitigate any identified environmental impacts of the project under CEQA.

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

FINANCIAL CONSIDERATIONS

The proposed action will allow City staff to submit invoices for reimbursement of the remaining STMP funds in the amount of $871,253.16 for the project.

LEGAL CONSIDERATIONS

The City Attorney has reviewed the addendum, provided comments, and found that legal considerations have been addressed. The final addendum will be substantially in the form attached and subject to approval of the City Attorney.

Reviewed by:

Karen Pinkos, City Manager

Attachments:

1. Resolution
2. WCCTC STMP Addendum

RESOLUTION 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADDENDUM TO EXTEND THE EXPIRATION DATE OF THE SUBREGIONAL TRANSPORTATION MITIGATION PROGRAM (STMP) COOPERATIVE FUNDING AGREEMENT WITH THE WEST CONTRA COSTA TRANSPORTATION COMMISSION (WCCTC) FOR THE EL CERRITO DEL NORTE TRANSIT-ORIENTED DEVELOPMENT (TOD) COMPLETE STREETS IMPROVEMENT PROJECT

WHEREAS, the El Cerrito Del Norte TOD Complete Streets Project is implementing multimodal transportation improvements including enhanced and new protected crosswalks, new context-sensitive bikeways, bus boarding islands, circulation improvements, and various streetscape enhancements as identified in the San Pablo Avenue Specific Plan and Active Transportation Plan, adopted by City Council in September 2014 and April 2016, respectively; and

WHEREAS, in April 2021, City staff applied for WCCTC STMP funds for engineering, detailed design, and construction of the El Cerrito del Norte TOD Complete Streets Improvement Project, and, in May 2021, the WCCTC Board allocated STMP funding in the amount of $1,189,980 for the project; and

WHEREAS, WCCTC and the City entered into a STMP Cooperative Funding Agreement with an effective September 18, 2021 and expiration date of September 18, 2024; and

WHEREAS, the project experienced a series of project delays during design and construction due to the project's complex location and the coordination needs among stakeholders; and

WHEREAS, both parties seek to extend the funding agreement to December 31, 2026 and maintain all other parameters of the original agreement; and

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

and consultants prepared a Categorical Exclusion with Technical Studies. Caltrans is responsible for determining NEPA compliance and approved the NEPA document in March 2022 and revalidation in August 2023.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes the City Manager to execute an addendum to extend the expiration date of the STMP Cooperative Funding Agreement with WCCTC for the El Cerrito del Norte Transit-Oriented Development Complete Streets Improvement Project.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to execute additional minor addenda to the agreement and to take other actions necessary to implement the agreement, that do not substantively alter the City's obligations and subject to review and approval of the City Attorney.

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

I CERTIFY that at a regular meeting on January 20, 2026 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:

_____
Gabe Quinto, Mayor

Addendum 1 to

COOPERATIVE FUNDING AGREEMENT BETWEEN WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE DOING BUSINESS AS WEST CONTRA COSTA TRANSPORTATION COMMISSION AND THE CITY OF EL CERRITO

for

Subregional Transportation Mitigation Program (STMP) Funding For The City Of El Cerrito's El Cerrito Del Norte Transportation Oriented Development (TOD) Complete Streets Improvement Project

This First Addendum to the Subregional Transportation Mitigation Program (STMP) Cooperative Funding Agreement for the City of El Cerrito's El Cerrito del Norte Transportation Oriented Development (TOD) Complete Streets Improvement Project, effective date of 9/18/2021, between the West Contra Costa Transportation Commission (WCCTC), a Joint Powers Agency existing under the laws of the State of California, and the City of El Cerrito (City), a municipal agency, (together sometimes referred to as "Parties") is entered into as of December 15, 2025.

RECITALS

WHEREAS, the Parties executed a Cooperative Funding Agreement for STMP Funding for the El Cerrito del Norte TOD Complete Streets Improvement Project with an effective date 9/18/2021 (Agreement), to appropriate $1,189,980 in 2019 Subregional Transportation Mitigation Fee Program (2019 STMP) funds to the City for use towards the El Cerrito del Norte TOD Complete Streets Improvement Project (Project); and

WHEREAS, at its December 12, 2025 meeting, the WCCTC Board of Directors approved extending the timeframe of the Agreement to December 31, 2026; and

WHEREAS, the Parties desire to make an addendum to the Agreement to provide the City with the additional time authorized by the WCCTC Board of Directors; and

WHEREAS, the Executive Director of WCCTC and City Manager of El Cerrito, are authorized to execute Addendum No. 1 to the Agreement in a form approved by their respective General Counsels.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Exhibit A, Scope-of-Work, of the Agreement shall be modified to revise Section 7 Project Close-Out from Fall 2024 to Winter 2026-27; and

2. Exhibit A, Scope of Work, of the Agreement shall be modified to revise Section 8 to change the estimated completion date of the STMP funded portion of the Project from September 30, 2024 to December 31, 2026; and

3. With the exception of the foregoing, all other terms and conditions in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed and attested by their respective officers, duly authorized so to act, as of the date set forth in the first paragraph of this Agreement.

West Contra Costa Transportation Commission	**City of El Cerrito**
John Nemeth, Executive Director	Karen Pinkos, City Manager
Approve as to Form:	**Approved as to Form:**
Kristopher Kokotaylo, General Counsel	Sky Woodruff, City Attorney

AGENDA BILL

Agenda Item No. 8.A.

Date: January 20, 2026
To: El Cerrito City Council
From: Holly M. Charléty, City Clerk, City Management
Subject: Accept Certification of Sufficiency of Citizens Initiative Petition for "The El Cerrito Library Initiative" and Consider Options Related to the Election on the Ordinance Proposed by the Initiative Petition

ACTION PROPOSED

Approve a Resolution to accept the certification of the sufficiency of the Citizens Initiative Petition titled "The El Cerrito Library Initiative" (referred to in this report as "the Initiative"); and take action to 1) Request a report on potential impacts of the Initiative as authorized by California Elections Code section 9212, or 2) Approve a resolution to submit the proposed ordinance to the voters without alteration at the next regular election for the City of El Cerrito to be held on November 3, 2026, or at a special election to be held not less than 88 days nor more than 103 days from the order of the election.

BACKGROUND

The California Elections Code (beginning with § 9200) provides a process for any proposed ordinance to be submitted to the City's voters by a petition filed with the elections official. In order to qualify, a petition must be signed by not less than 10% of registered voters of the City.

On May 6, 2025 proponents filed a Notice of Intent to Circulate an Initiative Petition and Measure Text to the City Clerk and requested that a ballot title and summary be prepared by the City Attorney for the measure in order to circulate the petition. The Ballot Title and Summary was provided to the proponents on May 21, 2025 which started the authorized circulation period of 180 days. On June 13, 2025 a revised version of the Initiative measure text was filed by the proponents, and in response the City Attorney provided an updated ballot title and summary on June 17, 2025. This restarted the authorized circulation period of 180 days.

On November 20, 2025, the petition was filed with the City Clerk and determined to be sufficient for filing on December 1, 2025, following the City Clerk’s Prima Facie review. The Prima Facie process reviews the format of all pages and sections of the petition for substantial compliance with Elections Code, and examines the information provided by all signers of the petition for completeness.

The petition was then hand-delivered to Contra Costa County Clerk Recorder Elections Department to complete a full signature verification and on January 9, 2026 was certified to contain sufficient signatures of registered voters of the City.

Information and relevant documents related to the Citizen Initiative Petition can be found on the City's website.

California Elections Code § 9114 requires the City Clerk, as the elections official, to certify the results of the examination to the City Council at its next regular meeting. The City Clerk's Certificate of Petition is attached to a proposed resolution of the City Council.

It is recommended that the City Council approve the proposed Resolution Accepting the City Clerk's Certificate of Petition.

ANALYSIS

Once a petition is qualified, the legislative body has certain obligations required by law, as well as the option to request a report from the City regarding the effects of the proposed ordinance. An election on the Initiative is required because the Initiative proposes to enact an annual parcel tax. The City Council does not have the option to adopt the ordinance, as it would with other ordinances proposed by citizens initiative petition. Under Elections Code § 9215, City Council has the following options:

1. Submit the ordinance, without alteration, to the voters pursuant to Election Code § 1405; or
2. Order a report pursuant to Elections Code § 9212 at the regular meeting at which the certification of the petition is presented.

Option 1: Call an Election to Submit the Proposed Ordinance to the Voters Pursuant to Elections Code § 1405

If City Council elects to place the proposed ordinance on the ballot, Elections Code § 1405 provides two options for the timing of the election:

1. *Regular Election*: This option allows for the placement of the proposed ordinance on the City's next regular election occurring not less than 88 days after the date of the order of election. The next regular election in El Cerrito will be held **Tuesday, November 3, 2026.**

   Should the City Council take this action, the cost of the election would be inclusive of the estimated cost for a regular election at the range of $3-$4.50 per registered voter. Based on current registration, the estimated cost for the regular election is $53,442 - $80,163.

2. *Special Election*: This option allows for the placement of the proposed ordinance on the ballot by calling a special election. If a special election is called, the election must take place not less than 88 days and not more than 103 days from the order of election. In addition, Elections Code § 1100 requires the election be held on a Tuesday.

If a special election is ordered on January 20, 2026, the election must take place between **April 18, 2026 – May 3, 2026**. The estimated cost for a special election ranges between $12-15 per registered voter. Based on current registration, the estimated cost for a special election is $213,768 - $267,210.

The following represents a summary of eligible election dates pursuant to Elections Code for an election ordered on January 20, 2026:

Election Order	Type of Election	Election Date	Estimated Cost
1/20/2026	Special	Tuesday, April 21, 2026	$267,210
	Special	Tuesday, April 28, 2026	$267,210
	Regular	Tuesday, November 3, 2026	$80,163

Option 2: Request a Report Pursuant to Elections Code § 9212
California Elections Code § 9215 provides for the option for the City Council to order a report pursuant to Elections Code § 9212 at the regular meeting at which the certificate of the petition is presented. The content of the report may include any or all of the content areas as described in § 9212 including fiscal impacts, effects on land use, impacts on infrastructure funding and maintenance, impacts on the ability to attract or retain business and employment, impacts on the uses of vacant land, and any other matters the City Council requests to be in the report.

If such a report is requested, it must be presented to the City Council no later than 30 days after the elections official certifies to the legislative body the sufficiency of the petition, which falls on **Thursday, February 19, 2026.** At the time the report is presented, the City Council must also order the election to present the proposed Initiative to El Cerrito voters. February 19, 2026 is the thirtieth day from the date of the January 20, 2026 City Council meeting.

Should City Council elect to request a report, and the report is presented at a Special City Council meeting held on Thursday, February 19, 2026, the Special Election would be required to be held between **May 18, 2026 – June 2, 2026**. During this window of time, there is the option to consolidate the special election with the Statewide Primary Election to be held on **June 2, 2026.** Consolidation of a special election on this date would be at the estimated cost of a regular municipal election of $3-4.50 per registered voter.

The following represents a summary of eligible election dates for an election ordered on February 19, 2026:

Election Order	Type of Election	Election Date	Estimated Cost
2/19/2026	Special	Tuesday, May 19, 2026	$267,210
	Special	Tuesday, June 2, 2026	$80,163
	Regular	Tuesday, November 3, 2026	$80,163

Staff Recommendation
Staff recommends that the City Council pass a motion to order a report authorized by Elections Code section 9212 to provide information to the City Council and the public on fiscal and other impacts of the Initiative and call a Special City Council meeting on February 19, 2026, to present said report; and direct staff to present a resolution at the same meeting to call a special election to be held on **June 2, 2026.** City staff have confirmed that a quorum of the City Council would be available for a Special City Council meeting at 9:00 a.m. on February 19, 2026.

Should the City Council decide not to order a report and instead call the election at the January 20, 2026 meeting, a Resolution is attached to allow the City Council to take the required action to call an election. Depending on the election date selected, the highlighted information in the resolution would be updated to reflect the applicable dates indicated for that election on Attachment 4, Election Dates and Deadlines.

STRATEGIC PLAN CONSIDERATIONS
This action supports the City's Strategic Plan Goal(s) of:

- *High Performing Organization*

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

FINANCIAL CONSIDERATIONS
The Contra Costa Elections division estimates the cost of $3.00 – $4.50 per registered voter for a regular election, or a special election that is consolidated with a Statewide General Election. For a special election on any other date, the estimated cost is $12-$15 per registered voter. As of January 12, 2026 the current number of registered voters in El Cerrito is 17,814.

The date of the election will determine the cost of the election. Based on the available options for the election date, the anticipated costs are as follows:

Election Date	Estimated Cost	Fiscal Year	Additional Budget Appropriation (Y/N)
Tuesday, April 21, 2026	$267,210	2025/2026	Y
Tuesday, April 28, 2026	$267,210	2025/2026	Y
Tuesday, May 19, 2026	$267,210	2025/2026	Y
Tuesday, June 2, 2026	$80,163	2025/2026	Y
Tuesday, November 3, 2026	$80,163	2026/2027	N

The cost of a special election is not included in the Fiscal Year 2025-26 budget. If the City Council elects to call a special election that will take place prior to June 30, 2026, a budget appropriation from the City's General Fund is required to cover the cost.

If the City Council elects to place the proposed measure on the next regular municipal election on November 3, 2026, no appropriation is required. The regular election costs will be included in the budget presented to City Council for Fiscal Year 2026-27 prior to June 30, 2026.

LEGAL CONSIDERATIONS

The City Attorney has reviewed and determined that the proposed actions are within the requirements of applicable state regulations.

Reviewed by:

Karen Pinkos, City Manager

Attachments:

1. Resolution (Certificate of Petition)
2. Exhibit A to Resolution
3. Exhibit B to Resolution
4. Election Dates and Deadlines
5. Resolution (Call Election)
6. Exhibit A to Resolution

RESOLUTION 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO ACCEPTING THE CERTIFICATION OF THE CITY CLERK AS TO THE SUFFICIENCY OF THE INTITIATIVE PETITION ENTITLED “THE EL CERRITO LIBRARY INITIATIVE”

WHEREAS, on May 6, 2025 proponents of an initiative measure entitled “The El Cerrito Library Initiative” (Initiative) submitted a Notice of Intention and written text of the proposed ordinance and requested that a title and summary be prepared by the City Attorney for the measure in order to circulate the petition: and

WHEREAS, on May 21, 2025 the City Attorney prepared and provided an official ballot title and summary for the proposed Initiative for use by the proponents for publication and circulation of the petition; and

WHEREAS, on June 13, 2025 the proponents submitted a revised version of the Initiative measure text, and requested an updated title and summary be prepared by the City Attorney; and

WHEREAS, on June 16, 2025 the City Attorney prepared and provided an updated ballot title and summary for the proposed Initiative for use by the proponents for publication and circulation of the petition; and

WHEREAS, on November 20, 2025 signed petitions were submitted to the City Clerk and were considered filed on December 1, 2025 after completion of the Prima Facie review; and

WHEREAS, on December 1, 2025 the petition was delivered to the Contra Costa County Registrar of Voters to conduct a full signature verification and on January 9, 2026 the Registrar provided a Certificate of Sufficiency; and

WHEREAS, the number of signature qualified, 2,177, is in excess of the minimum number of signature required for a regular or special election pursuant to Elections Code § 9215 and 1405; and

WHEREAS, Elections Code § 9114 requires that the elections official certify the results of the signature examination to the City Council at its next regular meeting; and

WHEREAS, the City Clerk as the Elections Official has prepared a Certificate of Petition, hereto attached as Exhibit A certifying the Contra Costa County Registrar of Voters Certificate of Sufficiency of the Initiative petition attached hereto as Exhibit B.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby accepts the Certificate of Petition regarding the Sufficiency of the Initiative petition.

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

I CERTIFY that at a regular meeting on January 20, 2026 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:

_____
Gabe Quinto, Mayor

THE CITY OF
EL CERRITO

CITY CLERK'S CERTIFICATE OF PETITION

I, Holly M. Charléty, City Clerk of the City of El Cerrito, California, hereby certify that:

An Initiative Petition entitled "The El Cerrito Library Initiative" was filed with the El Cerrito City Clerk on **November 20, 2025**. Based upon my prima facie review, I determined that the petition contained **2,454** unverified signatures and forwarded to the Clerk-Recorder-Elections Department of Contra Costa County on **December 1, 2025** for signature verification; and

Pursuant to Division 9, Chapter 3, Article 1, Section 9215 of the California Elections Code, to be sufficient, the petition must have been signed by not less than **1,770** or 10% of the qualified registered voters of the City of El Cerrito, according to the county elections official's last official report of registration to the Secretary of State; and

I have caused the signatures on the petition to be examined by the Contra Costa County Clerk-Recorder-Elections Department pursuant to Election Code Section 9210; and

Based upon a full signature check, the County Clerk-Recorder-Elections Department has been determined that the petition contained **2,177** valid signatures, or **12.99%** of the registered voters of the city according to the last official report of registration to the Secretary of State by the county elections official; and

The number of valid signatures meets or exceeds the percentage of valid signatures needed to be found sufficient, therefore

The petition is found to be SUFFICIENT and the City Council is required to take appropriate action specified under California Election Code Section 9215.

I CERTIFY this action by my signature and affix the corporate seal of the City of El Cerrito on **January 9, 2026**.

THE CITY OF EL CERRITO
INCORPORATED
AUGUST 23,
1917
CONTRA COSTA CO. CAL.

Holly M. Charléty, MMC
City Clerk
City of El Cerrito

Voter Services
925.335.7800 phone
925.335.7836 fax

Voter.Services@vote.cccounty.us
www.contracostavote.gov

Contra Costa County
Clerk Recorder-Elections Department
555 Escobar Street
Martinez, CA 94553

Kristin B. Connelly
County Clerk-Recorder
and Registrar of Voters

Helen Nolan
Assistant Registrar of
Voters

CLERK'S CERTIFICATE TO INITIATIVE PETITION

I, Kristin B. Connelly, County Clerk of the County of Contra Costa, State of California, hereby certify:

That the **El Cerrito Library Initiative** was filed in our office on **December 1, 2025**.

That said petition consists of **324** sections;

That each section contains signatures purporting to be the signatures of electors of this **City**;

1. The number of **unverified** signatures filed by the proponent (raw count):	**2476**
2. The number of voters as of the last report of registration to the State **February 14,2025**:	**17,695**
3. The minimum number of valid signatures needed using **10%** of the registered voters as shown above:	**1770**
4. The number of signatures **verified:**	**2476**
a. The number of signatures found **SUFFICIENT:**	**2177**
b. The number of signatures found **NOT SUFFICIENT:**	**299**
c. **NOT SUFFICIENT** because of **DUPLICATION:**	**65**
5. The projected statistically valid total: (As provided by California Administrative Code 20510 – 20540)	**2177**
6. The statistical total as a percentage of the total needed:	**122.99%**

The projected statistically valid total is in excess of the 110% required based on the sample, pursuant to Elections Code 9115 and 9237.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this **9th** day of **January 2026.**

Kristin B Connelly
County Clerk-Recorder
Contra Costa County, California

Jessica Datangel
Elections Services Manager

Relevent Dates for Resolution to Call Election (Depending on Council Action)

Type of Election	Election Date	Impartial Analysis Due County Deadline (E-81)	Arguments Due County Deadline (E-76)	Rebuttals Due County Deadline (E-71)	Estimated Cost
Special	**Tuesday, April 21, 2026**	Friday, January 30, 2026	Wednesday, February 4, 2026	Monday, February 9, 2026	**$267,210**
Special	**Tuesday, April 28, 2026**	Friday, February 6, 2026	Wednesday, February 11, 2026	Monday, February 16, 2026	**$267,210**
Special	**Tuesday, May 19, 2026**	Friday, February 27, 2026	Wednesday, March 4, 2026	Monday, March 9, 2026	**$267,210**
Special	**Tuesday, June 2, 2026**	Friday, March 13, 2026	Wednesday, March 18, 2026	Monday, March 23, 2026	**$80,163**
Regular	**Tuesday, November 3, 2026**	Friday, August 14, 2026	Wednesday, August 19, 2026	Monday, August 24, 2026	**$80,163**

Election Code Section 1405(b) states that "The governing body of a county, city, or district may call a special election for the purpose of submitting an initiative measure to the voters before the date on which the initiative measure would appear on the ballot pursuant to subdivision (a). If the governing body calls a special election pursuant to this subdivision, the election shall be held not less than 88 days nor more than 103 days after the order of the election.

Election Code Section 1100 states that "No election shall be held on any day other than a Tuesday, nor shall any election be held on the day before, the day of, or the day after, a state holiday."

RESOLUTION 2026–XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO CALLING AND GIVING NOTICE OF THE HOLDING OF A SPECIAL/REGULAR MUNICIPAL ELECTION ON DATE; ORDERING THE SUBMISSION OF AN EL CERRITO LIBRARY INITIATIVE MEASURE TO QUALIFIED VOTERS OF THE CITY AT SAID ELECTION; DIRECTING THE FILING OF AN IMPARTIAL ANALYSIS AND AUTHORIZING WRITTEN ARGUMENTS CONCERNING THE BALLOT MEASURE; AND REQUESTING CONTRA COSTA COUNTY BOARD OF SUPERVISORS CONSENT TO THE CONSOLIDATION OF SAID ELECTION WITH OTHER ELECTIONS TO BE HELD ON THE SAME DATE, AND DIRECT THE REGISTRAR OF VOTERS TO CONDUCT THE ELECTION

WHEREAS, on May 6, 2025 proponents of an initiative measure entitled “The El Cerrito Library Initiative” (Initiative) submitted a Notice of Intention and written text of the measure and requested that a title and summary be prepared by the City Attorney for the measure in order to circulate the petition: and

WHEREAS, on May 21, 2025 the City Attorney prepared and provided an official ballot title and summary for the proposed Initiative for use by the proponents for publication and circulation of the petition; and

WHEREAS, on June 13, 2025 the proponents submitted a revised version of the Initiative measure text, and requested an updated title and summary be prepared by the City Attorney; and

WHEREAS, on June 16, 2025 the City Attorney prepared and provided an updated ballot title and summary for the proposed Initiative for use by the proponents for publication and circulation of the petition; and

WHEREAS, on November 20, 2025 signed petitions were submitted to the City Clerk and was considered filed on December 1, 2025 after completion of the Prima Facie review; and

WHEREAS, on December 1, 2025 the petition was delivered to the Contra Costa County Registrar of Voters to conduct a full signature verification and on January 9, 2026 the Registrar provided a Certificate of Sufficiency; and

WHEREAS, on January 20, 2026 the elections official certify the results of the signature examination to the City Council at its next regular meeting

WHEREAS, at its January 20, 2026 meeting, the City Council adopted a Resolution to accept the Certificate of Petition of the Sufficiency Initiative petition as required by Elections Code § 9114; and

WHEREAS, Elections Code Section § 9215 requires the City Council to hold an election for the purposes of submitting the proposed ordinance to the voters; and

WHEREAS, other elections may be held in whole or part of Contra Costa County on the same date, and it is to the advantage of the City to consolidate its municipal election pursuant to Elections Code Sections 10002 and 10400; and

WHEREAS, California Elections Code Sections 10002 and 10400 provide that a City Council may request that the Contra Costa County ('County") Board of Supervisors consolidate a general municipal election with the statewide general election; and

WHEREAS, California Elections Code Section 10242 provides that the City Council shall determine the hours of opening and closing the polls; and

WHEREAS, California Elections Code Section 10002 requires the City to reimburse the County in full for the services performed upon presentation of a bill to the City by the County Elections Official; and

WHEREAS, California Elections Code Section 12111 requires publication of notice of measure once in a newspaper of general circulation in the City; and

WHEREAS, the City's boundaries have not changed since the last municipal election.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito as follows:

Section 1. Declaration of Findings. The foregoing recitals are true and correct and incorporated by reference.

Section 2. Election Called. Pursuant to the requirements of the laws of the State of California, there is called and ordered to be held in the City of El Cerrito, California, on DATE, a special municipal election for the purpose of submitting to the voters a DESCRIPTION measure.

Section 3. Ballot Question. The following question shall be submitted to the voters of the City of El Cerrito at a special/regular municipal election to be held on DATE:

CITY OF EL CERRITO	
Shall the measure to fund planning/construction/furnishing a new El Cerrito library, including a new building, and the City's library operating costs for ten years after completing construction, by authorizing an annual parcel tax of up to $0.17 per square foot of improvements ($100 per vacant parcel), subject to annual inflation adjustments, generating approximately $2,700,000 annually, expiring 30 years after the initial issuance of debt, with independent audits/citizen oversight and senior exemptions, be adopted?	YES
	NO

Section 4. Printing of Ordinance; Approval of Ordinance; Codification of Ordinance If Approved.

(a) The full text of the ordinance, attached hereto as Exhibit A, shall be completely printed in the voter pamphlet.

(b) The Initiative proposes to impose a special tax, as defined in the California Constitution, Article XIIIC, section 1(d). The California Constitution, Article XIIIC, section 2(d) states, "No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote." The First Appellate District of the California Court of Appeals has issued multiple decisions holding that a simple majority vote is sufficient to pass a special tax submitted to voters pursuant to a voter-sponsored initiative. (*See Jobs & Housing Coalition v. City of Oakland* (2021) 73 Cal.App.5th 505; *City and County of San Francisco v. All Persons Interested in the Matter of Proposition G* (2021) 66 Cal.App.5th 1058; *Howard Jarvis Taxpayers Association v. City and County of San Francisco* (2021) 60 Cal.App.5th 227; *City and County of San Francisco v. All Persons Interested in Matter of Proposition C* (2020) 51 Cal.App.5th 703.) Under the currently applicable precedent of the First Appellate District, the Initiative requires only a simple majority of "yes" votes to pass. Notwithstanding the immediately preceding sentence, a two-thirds majority of "yes" votes will be required to pass the Initiative if the California Supreme Court overrules the First Appellate District, and the California Supreme Court's decision applies to the Initiative; or if a court of competent jurisdiction rules that a two-thirds majority of "yes" votes is required to pass the Initiative.

(c) If approved by voters, the ordinance amends El Cerrito Municipal Code to add Chapter 4.58.

Section 5. Ballot Format. The ballots to be used at the election shall be in the same form and content as required by law.

Section 6. Impartial Analysis. The City Attorney is hereby directed to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280 which shall be filed no later than 4:00 PM on DATE.

Section 7. Ballot Arguments. Arguments in favor of or against the Initiative shall be submitted to the City Clerk no later than 4:00 PM on DATE. Arguments for and against the Initiative shall not exceed 300 words and shall be signed by not more than five people.

If more than one argument is submitted on the measure, the City Clerk shall select the argument and shall give preference to arguments pursuant to California Elections Code Section 9287.

Section 8. Provisions for Rebuttal Arguments. The provisions of Elections Code Section 9285 shall apply to this election. The last day for filing of rebuttal arguments is 4:00 PM on DATE.

Section 9. Consolidation of Elections. Pursuant to Elections Code Sections 10002 and 10400 *et seq.*, the City Council of the City of El Cerrito hereby requests that the Contra Costa County Board of Supervisors consent and agree to the consolidation of the municipal election with any other elections within Contra Costa County to be held on DATE and provide all services necessary to conduct the election and print a ballot question as described in Section 3 of this resolution. The county election department is authorized to canvass the returns of the municipal election in accordance with California

Election Code Sections 15300 *et seq*. Within the City of El Cerrito, the election precincts, election officers, hours of voting, polling places and voting booths shall in every case be the same as those selected and designated by the Contra Costa County Registrar of Voters; provided that no person not a qualified elector of the City of El Cerrito shall be permitted to vote for the measure placed on the ballot by the City Council. The City Council recognizes that the County will incur additional costs in conducting the election called by this resolution, agrees to reimburse the County for those costs, and authorizes and directs the City Manager or their designee to expend the funds necessary to pay for the costs of conducting the election.

Section 10. Hours of Polling. The polls for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day when the polls shall be closed except as provided in Elections Code Section 14401.

Section 11. Other Procedures. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections. The City Council acknowledges that the consolidated election will be conducted in the manner prescribed in Elections Code Section 10418.

Section 12. Notice. The City Clerk is authorized and directed to give notice of the election and notice of measure as required by law. The City Clerk shall file a copy of this resolution with the County Elections Official and the Clerk of the Board of Supervisors forthwith.

Section 13. Compliance with the California Environmental Quality Act. Approval of this resolution 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")). Approval of this resolution is a ministerial act and is therefore exempt from review under CEQA pursuant to CEQA Guidelines Section 15268.

BE IT FURTHER RESOLVED that the City Council hereby appropriates $XX,XXX from the unrestricted general fund balance to cover the cost of the election.

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

I CERTIFY that at the regular meeting on January 20, 2026 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. Charléty, City Clerk

APPROVED:

_____

Gabe Quinto, Mayor

The people of the City of El Cerrito do ordain as follows:

SECTION 1 Title. This measure shall be known and may be cited as the El Cerrito Library Initiative (the "Initiative").

SECTION 2 Recitals. The people of the City of El Cerrito find and declare as true and correct the following:

A. El Cerrito's sole library opened in 1949, over 75 years ago, when El Cerrito's population was less than 18,000. El Cerrito's population now exceeds 26,000 and is growing. The existing library is far too small and outdated to serve Community needs.

B. Library use is on the rise while the 75-year-old facility is in poor condition with cramped, dilapidated space, and poor lighting. It lacks adequate seating, book collections, computer stations, quiet reading areas, and group study or meeting rooms. The building does not meet current safety and accessibility standards. Options for expansion are limited and expensive.

C. El Cerrito students of all ages and income levels rely on libraries for well equipped, quiet, and safe spaces to read, study, complete homework, and receive tutoring. Families with young children rely on literacy and reading programs. Older adults use the library for access to computers, technology, meeting rooms, and quiet reading spaces. All patrons of all ages need access in the library for age-appropriate programs. The current library does not provide the needed adequate and appropriate spaces.

D. The City of El Cerrito commissioned a study, completed in 2006 and updated in 2014, documenting El Cerrito's need for a larger library. Those studies show that El Cerrito deserves a modern library with 20,000 square feet of space for a wide variety of library uses.

E. A new library should be constructed to comply with current building and environmental codes and to support modern technologies essential to today's libraries. A new library could provide space, furnishings, and equipment for library and community services and amenities such as after-school homework assistance, tutoring and summer reading programs for school-age children; a dedicated children's area for story time and other programs; art and literacy programs for all ages; programs and space for older adults and seniors; expanded book collections and other media; improved access for older adults and residents with disabilities; and public meeting and community gathering spaces. It could also provide shelter in case of fires, unclean air, excessive heat or cold, earthquakes, floods, or other emergencies.

F. This Initiative authorizes and funds, via a non-ad valorem Special Tax on real property within the City, the planning, construction, and furnishing of a modern library to serve the needs of current and future residents at a new location or at the existing site in El Cerrito. Funds from the Initiative may also be used for the City's library operating costs of the library for the first ten years after construction.

G. Approving this initiative would authorize and fund the planning and construction of a modern library at a new location in El Cerrito or at the existing site and could fund the City's library operating costs for up to ten years.

H. This Initiative includes strict fiscal accountability protections to ensure all funds are used as promised, including: new revenues must stay in El Cerrito to fund the planning, construction, and furnishing of a new library and to fund the City's library operating costs for the first ten years; no funds can be taken away by the State or diverted for other purposes; no funds can be used for City administration salaries or benefits; and public disclosure of all spending and an annual fiscal review will be done by a new or existing citizen oversight board.

I. To ensure the cost of this measure is not a burden to residents on limited fixed incomes, homeowners aged 65 and over are eligible for an optional exemption.

J. This Initiative requires the City of El Cerrito to analyze library development options and the City Council to select, at its discretion, an option that best serves the people of El Cerrito.

K. Adoption of this Initiative will protect and serve the public health, safety, welfare, and quality of life for the people of El Cerrito.

SECTION 3 Purpose. The voters of the City of El Cerrito declare that our purpose and intent in enacting this Initiative is to authorize and adopt a special non-ad valorem special tax at a maximum rate of up to seventeen cents ($0.17) per square foot of improved building area per year and one hundred dollars ($100.00) per vacant parcel per year, as provided in section 4.58.040, on real property within the City of El Cerrito, the proceeds of which shall be specifically restricted and shall be used solely as set forth in this Initiative, to fund the planning, construction, and furnishing of a modern library in El Cerrito and to fund the City's library operating costs of the new library for up to ten years.

SECTION 4 Amendment of El Cerrito Municipal Code. Chapter 4.58 is hereby added to the El Cerrito Municipal Code to read as follows:

4.58 Library Special Tax

4.58.010 - Title

This Chapter shall be known as the "Library Special Tax."

4.58.020 – Definitions

A. "Building" means any structure having a roof supported by columns or by walls and designed for the shelter or housing of any person, chattel or property of any kind. The word "building" includes the word "structure."

B. "City" means the City of El Cerrito.

C. "Improvements" means all buildings or structures erected or affixed to the land.

D. "Owner" means the owner or owners of real property located within the City.

E. "Parcel" means any real property designated by an assessor's parcel map and parcel number and shown on the equalized property tax roll of the County of Contra Costa as of January 1 of each fiscal year.

F. "Special Tax" means the Special Tax imposed by this Chapter.

G. "Square footage" means the total gross horizontal areas of all floors, including usable basement and cellars, below the roof and within the outer surface of the main walls of buildings (or the center lines of party walls separating such buildings or portions thereof) or within lines drawn parallel to and two feet within the roof line of any building or portion thereof without walls, including pedestrian access walkways or corridors, and excluding the following:

1. Areas used for off-street parking spaces, garages, or loading berths and driveways and maneuvering aisles relating thereto.

2. Areas which are outdoor or semi-outdoor areas included as part of the building to provide a pleasant and healthful environment for the occupants thereof and the neighborhood in which the building is located. This exempted area is limited to stoops, balconies and to natural ground areas, terraces, pools, and patios which are landscaped and developed for active or passive recreational use, and which are accessible for use by occupants of the building.

3. Arcades, porticoes, and similar open areas which are located at or near street level, which are accessible to the general public, and which are not designed or used as sales, display, storage, service, or production areas.

H. "Structure" means anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

I. “Tax Administrator” means the Finance Director or other City official designated by the City Manager to administer the tax.

J. “Vacant Parcel” means a parcel with no structure or with a structure or structures with less than a total of 200 square feet.

4.58.030 – Special Tax Imposed; Exemptions, Including for Low-Income and Seniors and Individuals with Disabilities

A. An annual Special Tax in the amounts set forth in Section 4.58.040 is hereby imposed on every taxable parcel of real property within the City.

B. The Special Tax constitutes a debt owed by the owner of each parcel of real property to the City.

C. The Special Tax imposed by this Chapter shall be subject to the exemptions set forth in this section.

1. The Special Tax shall not be imposed on real property that is exempt from the Special Tax under the constitutions or statutes of either the State of California or the United States.

2. The Special Tax shall not be imposed on real property under private ownership that is designated as open space in the El Cerrito General Plan, unless that property is used primarily for residential use.

3. Single-family residential parcels and units under separate ownership on multi-family residential parcels shall be exempt from the Special Tax if one of the owners qualifies for participation in either or both the Gonzales-Deukmejian-Petris Senior

Citizen Property Tax Assistance Law (also known as the Senior Citizens Homeowners and Renters Property Tax Assistance Law and the Homeowners and Renters Property Tax Assistance Law) or the Senior Citizen Property Tax Postponement Law.

a) Qualifying applicants must occupy the property and be at least partially legally responsible for payment of the *ad valorem* tax for the property.

b) Applications may require proof that the State Controller's Office or Franchise Tax Board has approved the applicant's participation in either of the programs named in this section. Applications for this exemption must be submitted to the Tax Administrator in the manner and at the time established by the Tax Administrator. Applications shall be on forms provided by the Tax Administrator and shall provide such information as the Tax Administrator may require. If the Tax Administrator determines the need to audit an application, the Tax Administrator may require additional information, including, but not limited to, federal income tax returns and W-2 forms of owner-occupants eligible for this exemption.

4.58.040 – Special Tax Rate

A. The City Council is hereby authorized to impose a Special Tax at a maximum rate of up to $0.17 per square foot of improvements in the City and a maximum rate of up to one hundred dollars ($100.00) per Vacant Parcel in the City per year.

B. Each year, the City Council may increase the maximum rates for improvements and rate for Vacant Parcels stated in Section 4.58.040.A by up to the greater of either the cost of living in the immediate San Francisco Bay Area or the per capita personal income growth in the state, as verified by official United States Bureau of Labor statistics. If either index is discontinued, the City shall use any successor index specified by the applicable agency, or if there is none, the most similar existing index then in existence.

C. The City Council may not set the tax rate at a level higher than 115% of the rate needed (1) to extinguish any indebtedness and (2) to pay for the City's library operating costs during the first ten full years following the completion of library construction.

D. The City Council may, by resolution, increase or decrease the rate of the Special Tax, as long as it does not set a rate that exceeds the maximum rate stated above. If for any fiscal year the City Council sets a lower tax rate, it may increase the tax rate in any subsequent year up to the maximum rate. No further voter approval shall be required for any adjustment of a tax rate under the authority granted by this section.

E. For parcels divided by Tax Rate Area lines, the amount of the Special Tax for the portion of the parcel within Contra Costa County shall be calculated at the same rates as set forth above. For properties wholly within Contra Costa County and divided by Tax Rate Area lines into multiple parcels, the property shall be taxed as a single parcel at the rates set forth above.

4.58.050 – Collection of Special Tax

A. The Special Tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall have the same lien priority and be subject to the

same penalties and interest and the same procedures for sale in cases of delinquency as provided for *ad valorem* property taxes collected by the County of Contra Costa. The City Council may provide for other alternative methods of collection of the Special Tax by resolution.

B. The amount of the Special Tax, any penalty, and any interest imposed under the provisions of this Chapter shall be deemed a debt to the City. Any person owing money under the provisions of this Chapter shall be personally liable in an action brought in the name of the City, at its option, for the recovery for such amount.

4.58.060 – Use of Tax Revenue

A. Revenue from the Special Tax, including penalties and interest thereon, shall be used for the planning, permitting, environmental review, construction, and furnishing of a new modern library, including a new building, and for the City's library operating costs for the first ten years. The City Council shall implement a process that will actively engage residents regarding (1) the design of a new library, (2) improvements to the library, (c) library services, and (d) any other matters regarding the expenditure of the Special Tax revenues received by the City under this Chapter in order to enable the Council to select a library that best serves the residents of El Cerrito.

B. Authorized expenditures may include costs of bond issuance; architectural, design, engineering, legal, and similar planning and permitting costs; litigation costs; construction management; library bond consultants; staff development and training expenses associated with learning construction techniques and approaches and new equipment and systems; the furnishing and equipping of the library, including equipment to maintain facilities in a safe and clean condition; and a customary contingency for unforeseen design and construction costs. Payment of the costs of preparation of facilities planning and library implementation studies, feasibility and assessment reviews, master planning, environmental studies, permit and inspection fees, studies and assessments, including ADA and seismic, and temporary housing and relocation costs for dislocated assets, programs or activities caused or necessitated by library construction are permissible expenditures. The City's library operating costs for the first ten years after the completion of the construction of the library are authorized expenditures, including increased operating hours resulting in additional County librarian staff costs, utilities, and maintenance. After the first ten years after the completion of the construction of the library, authorized expenditures may not include the City's library operating costs.

C. The City Council is authorized to incur indebtedness in the form of bonds, notes, contractual obligations, or other evidence of indebtedness authorized by law to finance or refinance the costs of library construction; to pay any and all costs of issuing or incurring such indebtedness; and to fund reserve funds, capitalized interest, costs of credit enhancement, costs of interest rate hedging arrangements, or any other financing costs associated with such indebtedness. Such indebtedness shall be solely payable from, and may be secured by a pledge and lien on, the proceeds of the Special Tax. The annual indebtedness, including principal and interest, shall not exceed the estimated annual proceeds of the Special Tax.

D. At the City Council's discretion, revenue from the Special Tax, including penalties and interest thereon, may be used to reimburse the City for the costs of holding an election to seek voter approval of this Chapter and to pay for the costs of administering the Special Tax and for the costs of defending the Special Tax and this Chapter, including attorneys' fees and operating costs, should its validity be challenged.

4.58.070 – Accountability

In accordance with the requirements of Government Code Sections 50075.1 and 50075.3, the following accountability measures shall apply to the Special Tax:

A. A separate, special account, referred to as the Library Special Tax Fund, shall be created, into which the proceeds of the Special Tax, including penalties and interest earned on such proceeds, must be deposited.

B. The specific purposes of the Special Tax are for the funding of a new library as set forth in Section 4.58.060. The proceeds of the Special Tax shall be applied only to those specific purposes.

C. The Tax Administrator shall annually prepare and submit to the City Council and to a new or existing citizen oversight board a report regarding the Special Tax funds collected and expended, as well as any other information required by Government Code sections 50075.1 and 50075.3.

4.58.080 – Oversight and Annual Audit

Each year, as part of the audit of the City's financial statements, the City's independent auditors shall complete a report reviewing the collection, management, and expenditure of revenue from the Special Tax. The report shall be reviewed by a new or existing citizen oversight board designated by the City Council as part of its review of the annual audit.

4.58.090 – Interpretation, Administration, and Appeals of Special Tax

A. Any taxpayer who feels the amount of the Special Tax assigned to a parcel is in error may file a notice with the Tax Administrator appealing the levy of the Special Tax. The Administrator then will promptly review the appeal and, if necessary, meet with the applicant. If the Administrator verifies that the Special Tax levied on the applicant's parcel should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted. The appeal must be filed not later than one year after having paid the Special Tax that is disputed.

B. The City Council may by resolution interpret this Chapter for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the classification of properties, or any definition applicable to the Special Tax.

C. Without City Council approval, the Tax Administrator may make minor, non-substantive administrative and technical interpretations of the provisions of this Chapter for purposes of administrative efficiency or convenience or to comply with applicable federal, state, or local law, so long as any interpretation does not materially affect the rate paid by any person or the manner of collection of the Special Tax. The Tax

Administrator may also make determinations regarding whether property is subject to the Special Tax and the applicable tax rate based on the use of the property.

4.58.100 – Amendments

This Chapter may only be amended by a vote of the people of El Cerrito if the amendment would result in the Special Tax being imposed, extended, or increased in a manner that would require a vote of the people under Article XIII C, section 2, of the California Constitution or if the amendment would substantially alter the purpose of the Special Tax. The City Council may enact any other amendments, including but not limited to amendments necessary to implement or administer the Special Tax.

4.58.110 – Term of Special Tax

The collection of the Parcel Tax shall commence on July 1st after the Effective Date and continue for thirty (30) years after the initial issuance of bonds for the planning and construction of a new library.

SECTION 5. Municipal Affair. The voters of the City hereby declare that providing funding for the planning, construction, equipping, and furnishing of a library through a parcel tax for the purposes set forth in this Initiative constitutes a municipal affair. The voters of the City hereby further declare their desire for this Initiative to coexist with any similar tax measures adopted at the city, county, or state levels.

SECTION 6. Effective Date and Implementation.

A. This Initiative shall be effective upon the earliest date legally possible after the elections official certifies the vote on the Initiative by the voters of the City of El Cerrito, pursuant to the Elections Code (the “Effective Date”).

B. Upon the Effective Date of this Initiative, the City is directed to promptly take all appropriate actions needed to implement this Initiative, including and not limited to taking any administrative steps necessary to administer and collect the Special Tax authorized herein and to update any City codes or any other documents maintained by the City so they conform to the legislative policies set forth in this Initiative.

C. The City may reorganize, renumber, and/or reformat the Municipal Code provisions included in Section 4 of this Initiative, provided that the full text is inserted in the Code without alteration, unless amended by an ordinance passed by the City Council under section 4.58.100.

SECTION 7. Adjustment of Appropriations Limit. Pursuant to Article XIII B of the Constitution of the State of California and applicable laws, the appropriations limit for the City is hereby increased by an amount equal to the revenue derived from the Special Tax for the maximum period of time as allowed by law.

SECTION 8. Compliance with the California Environmental Quality Act. Approval of this ordinance is not a Project under the California Environmental Quality Act (“CEQA”) (Public Resources Code §§ 21000 et seq.) because it is a citizen initiative (14 Cal. Code Reg. § 15378(b)(3)) and 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 (14 Cal. Code Reg. § 15378(b)(4)).

SECTION 9. Interpretation

A. This Initiative must be broadly construed to achieve the purpose stated above. It is the intent of the voters that the provisions of this Initiative be interpreted or implemented by the City and others in a manner that facilitates the purpose set forth in this Initiative.

B. This Initiative and the Special Tax authorized herein are adopted pursuant to the provisions and authority contained in the California Constitution, including Article II, § 11 and Article XI, § 5. The voters of the City declare their intent that this citizen Initiative, if approved by a simple majority of voters pursuant to controlling California law, shall be enacted, and the parcel tax be collected, for the entire uninterrupted period described herein. To the extent that the California Constitution or other applicable state law is amended, either at the same election or any time after this Initiative is adopted by El Cerrito's voters, to create additional or different voting requirements necessary to implement or to continue to implement this Initiative, the people of the City of El Cerrito declare their intent that any such amendments should, to the greatest extent allowed by law, be applied prospectively only and not apply to, or in any way affect, this Initiative.

SECTION 10. Severability.

A. If any section, subsection, sentence, clause, or phrase of this Initiative 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 Initiative. The people of El Cerrito declare that this Initiative, and each section, subsection, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Initiative that can be given effect without the invalid application.

B. If any portion of this Initiative is held by a court of competent jurisdiction to be invalid, we the people of the City of El Cerrito indicate our strong desire that: (i) the El Cerrito City Council use its best efforts to sustain and re-enact that portion, and (ii) the City Council implement this Initiative by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Initiative, including adopting or reenacting any such portion in a manner consistent with this Initiative.

SECTION 11. Conflicting Measures. To ensure that the intent of the voters is not frustrated, this Initiative is presented to the voters as an alternative to, and with the express intent that it will compete with or take precedence over, any and all voter initiatives or City-sponsored measures placed on the same ballot as this Initiative and which, if approved, would adopt a special tax to authorize and/or fund the planning and construction of a library which would frustrate the purpose and intent of this Initiative (each, a “Conflicting Measure”). In the event that this Initiative and one or more Conflicting Measures are adopted by the voters at the same election, then it is the voters' intent that only the measure which receives the greatest number of affirmative votes shall control in its entirety and said other measure or measures shall be rendered void and without any legal effect

with respect to such matters. If this Initiative is prevented from going into effect by a Conflicting Measure approved by the voters at the same election, and such Conflicting Measure is later held invalid, this Initiative shall be self-executing and given full force of law. Notwithstanding the foregoing provisions of this Section, in the event that both this Initiative and another measure(s) are adopted by the voters at the same election, but the two measures can be harmonized in a manner that permits this Initiative to be implemented upon its adoption without imposing any inconsistent requirement(s), then it is the voters' intent that both the other measure and this Initiative shall be given full force and effect regardless of which measure receives the greatest number of affirmative votes.

AGENDA BILL

Agenda Item No. 8.B.

Date: January 20, 2026
To: El Cerrito City Council
From: Will Provost, Assistant to the City Manager, City Management; Melanie Mintz, Community Development Director, Community Development Department
Subject: El Cerrito Library Facility Update

ACTION PROPOSED

Receive a presentation on the El Cerrito Library, including status and limitations of the current facility and an overview of conceptual scenarios and associated cost ranges for a modern, accessible, full-service library; and provide staff direction if applicable.

BACKGROUND

The El Cerrito Library, located at 6510 Stockton Avenue, was originally constructed in 1948 and expanded in 1960. At approximately 6,500 square feet, the facility has less than half of the space considered adequate for the service population size according to standard library planning practices. As stated in the 2014 El Cerrito Library Needs Assessment, "lack of space and an obsolete physical structure remain the underlying obstacles to meeting El Cerrito residents' library service needs." The building also lacks modern infrastructure for technology, community meeting spaces, modern HVAC to handle extreme temperatures, and features that make modern libraries serve the multifunctional needs of today and into the future. In its current facility, the El Cerrito Library can offer just a small sampling of the services that residents want, need, and expect from their local library. Moreover, given the facility's known deficiencies, without taking action in the near-term the City risks potential library service disruptions or reductions, continued operating challenges, and escalating costs to ultimately build a library facility that will be able to continue to provide services well into the 21st century.

For more than 20 years, the City has been exploring options to address these deficiencies, including evaluating multiple sites throughout the City to build a new facility. Sites that have been considered include the former Portola Middle School site, the Contra Costa Civic Theater site, the Community Center, purchasing a to-be-determined site along San Pablo Avenue, as well as the current El Cerrito Library location. Notably, the opportunity to construct a new library as part of the El Cerrito Plaza BART Transit-Oriented Development (TOD) was first initiated in 2016, with the City Council and BART's authorization of entering into an MOU to study its feasibility. Information on the background and history of the City's efforts to build a new library facility can be found on the Library page on the City's website, including needs assessments, site feasibility information, public workshop and presentation materials, and frequently asked questions.

Beyond working to ensure that the City can continue providing a safe and functional Library well into the future, City staff have continued to prioritize development of a new library facility at the El Cerrito Plaza BART TOD project following direction from the City Council and repeated calls from community members to undertake this effort. This direction is reflected in the City's Strategic Plan 2024-2029, adopted in December 2023 following a robust community engagement process, which articulates a specific strategy in the "Livability and Belonging" goal to "Create a community hub anchored by the Plaza Transit-Oriented Development and a new Library." Most recently, in the 2025 statistically-valid National Community Survey, 70% of El Cerrito residents rated "Building a New Library" as a high or medium priority.

ANALYSIS

This study session will provide the City Council and the public with an update on the existing conditions of the current El Cerrito Library and the facility's limitations, an overview of current best practices for library facilities with a focus on Contra Costa County, as well as five conceptual scenarios and cost ranges for potential paths forward to invest in a safe and modern facility. The presentation and cost analyses were prepared in coordination with City staff by Griffin Structures, the City's Owner's Representative for the Library facility, a team with deep expertise and experience in delivering public libraries and other civic buildings around the Bay Area and northern California. Overall, the information collected demonstrates that the City will need to identify at least $10 million to invest in keeping the existing Library operational without expanding services, with $35 to $48 million needed to deliver a modern, accessible, full-service library that's responsive to the community's expectations and the County's best practices.

In order to facilitate a community-based process to discuss the various options for the future of the El Cerrito Library, City staff recommends that the City Council appoint a Library Task Force. The Task Force would include a wide variety of residents who are interested in the future of the Library, and could begin work as early as spring 2026. Concurrently, City staff will continue to work with Griffin Structures to refine options and cost estimates. If funding is identified in 2026, staff will work with the Library Task Force to review building options and return to the City Council to discuss a scenario to pursue for investment in a new or upgraded library facility. If funding is not identified, staff will work with the Task Force to discuss how to address the current facility deficiencies and identify interim investments required to maintain current operations over the coming years. If the City Council agrees, staff will return in February with a resolution outlining the scope of work for the Library Task Force and a timeline for Council to appoint members.

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.

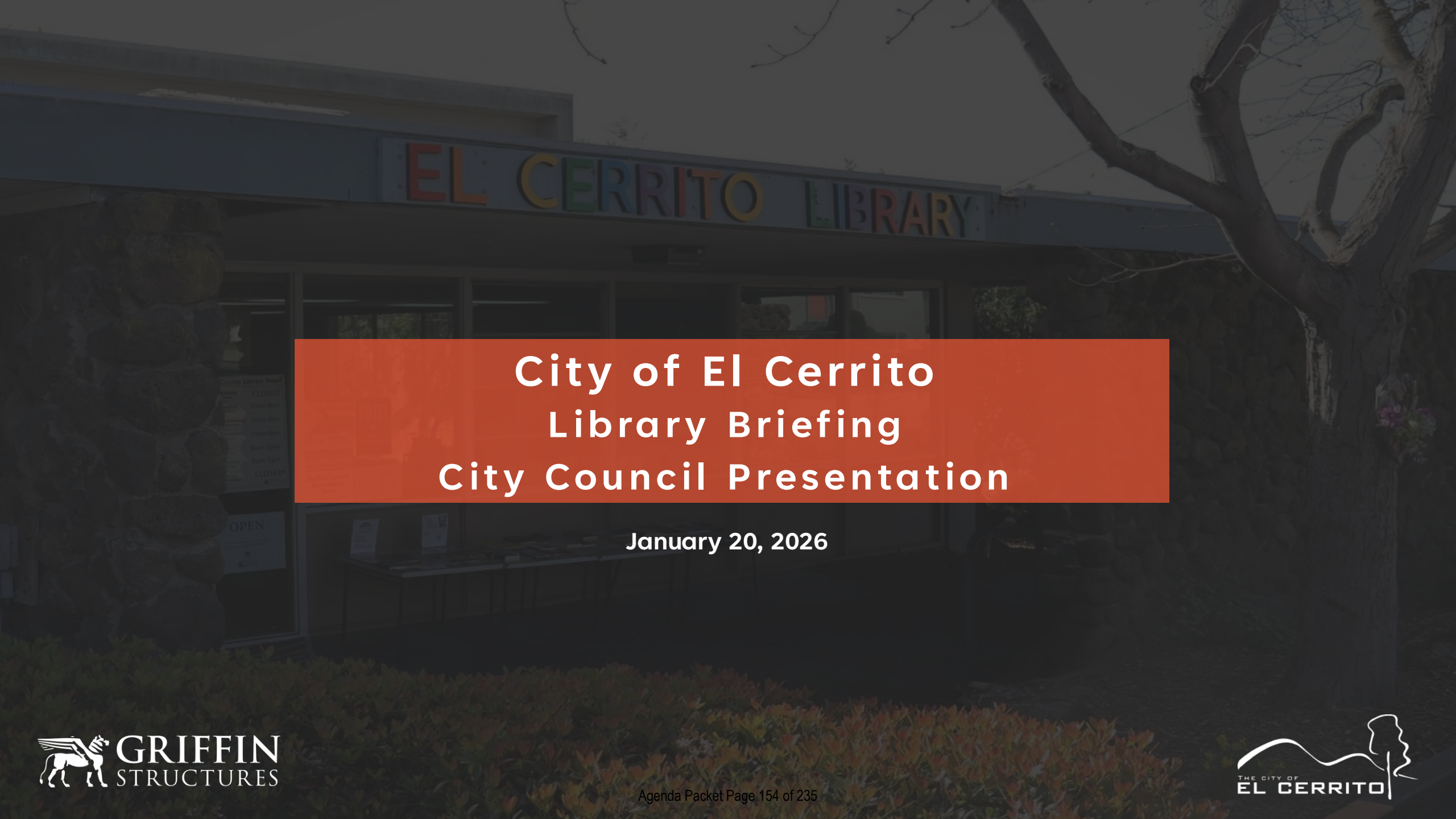
FINANCIAL CONSIDERATIONS
There is no action requested by the City Council at this time. If funding is identified for a new library facility, City staff will further refine cost estimates for the City Council and proposed Library Task Force to review.

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

Reviewed by:

Karen Pinkos, City Manager

Attachments:
1. Presentation



City of El Cerrito
Library Briefing
City Council Presentation

January 20, 2026

GRIFFIN STRUCTURES

THE CITY OF EL CERRITO

Agenda

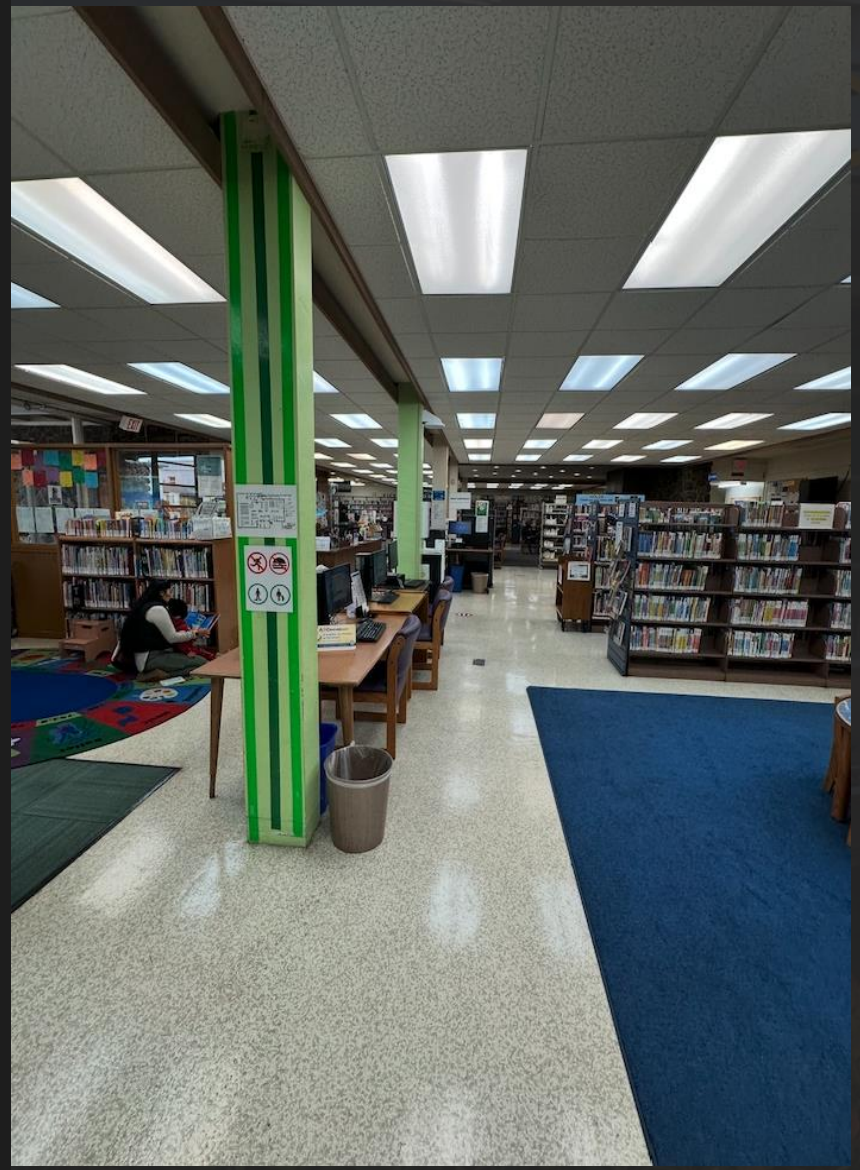
1. Why the Library Is a Community Priority
2. Existing Conditions & Facility Limitations
3. Best Practices in Contra Costa County Libraries
4. Conceptual Scenarios & Cost Ranges
5. Next Steps

Project Context

EXCELLENCE IN PROJECT DELIVERY

Community Support & Policy Direction

1. Community interest for more than two decades
   - Community-driven Needs Assessment completed in 2006, updated in 2014
2. 2025 statistically valid survey – 70% of El Cerrito residents rated "*Building a New Library*" as a high or medium priority
3. Strategic Plan 2024-2029 (adopted Dec. 2023)
   - Created with robust community engagement
   - Provides direction to prioritize new library



Why This Matters Now?

- The El Cerrito Library no longer meets the space, accessibility, or service expectations of today's library users.
- Continued reinvestment in the existing building does not resolve fundamental size and system limitations.
- Without action, the City risks service reductions or disruptions, increased operating challenges, and escalating costs.

Existing Library Key Facts

- First library established in 1913
- Current building constructed in 1949, expanded/remodeled in 1960
- Existing size: ~6,500 square feet
- Building is significantly undersized with system and accessibility deficiencies that limit service delivery

Contra Costa County & City Partnership

COUNTY

Operations

Staffing

Collections

40 base open hours

Most technology

CITY

Facility ownership & upkeep

Utilities & landscaping

Furniture & shelving

Certain technology costs

Extra open hours

Facility Condition Assessment

- Numerous accessibility deficiencies under current ADA standards

- Major structural and building system deficiencies impacting safety, comfort, and reliability
  - Does not meet current structural / safety code requirements
  - Inoperable windows and outdated systems
  - Temperature limitations restrict operations

- Lack of space negatively affects:
  - Collections
  - Seating and study areas
  - Technology access
  - Programs and community services
  - Staff support spaces

GRIFFIN STRUCTURES
EXCELLENCE IN PROJECT DELIVERY
THE CITY OF EL CERRITO

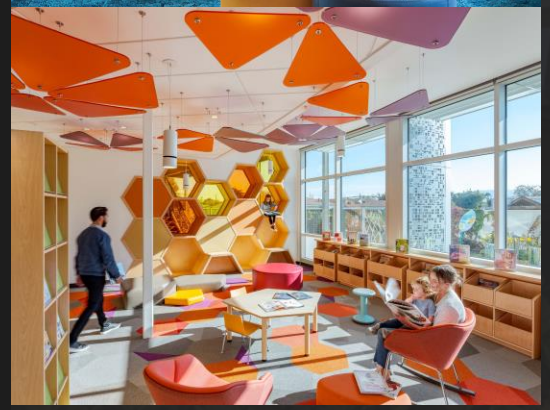
The Size Deficit

- Existing library: ~6,500 SF
- Peer libraries serving similar populations: 18,000–25,000 SF
- After ADA upgrades, usable space would decrease further, not increase, by roughly 10-15 %
- The current footprint cannot support modern library services, regardless of renovation

Needs Assessment: Peer Library Metrics

CITY	FACILITY SIZE	POPULATION (2020 CENSUS)	SF / CAPITA	YEAR BUILT
Lafayette	35,000	25,391	1.38	2009
Millbrae	26,200	23,216	1.13	2004
Los Gatos	30,250	33,529	0.90	2012
Bay Point (in development)	21,000	23,896	0.88	2027*
Hercules	21,500	26,016	0.83	2006
El Cerrito	**~20,000**	**25,962**	**0.77**	**Proposed**
Belmont	20,000	28,335	0.70	2006
Pleasant Hill	24,000	34,613	0.69	2022
San Pablo	22,000	32,127	0.68	2017
El Cerrito	**6,500**	**25,962**	**0.25**	**1949**

EXCELLENCE IN PROJECT DELIVERY



What a Modern Library Provides

- Dedicated adult, children's and teen spaces
- Flexible community and meeting rooms
- Technology-enabled study and collaboration areas
- Maker / learning spaces
- Quiet retreat and focused study zones
- Full accessibility and flexible layouts

EXCELLENCE IN PROJECT DELIVERY

Contra Costa County Libraries Best Practices

GRIFFIN STRUCTURES

THE CITY OF EL CERRITO

Contra Costa County Libraries

Lafayette Library Children's Area

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Contra Costa County Libraries

San Ramon Library Teen Area

EXCELLENCE IN PROJECT DELIVERY

Contra Costa County Libraries

San Pablo Library Community Reading Area

EXCELLENCE IN PROJECT DELIVERY

Contra Costa County Libraries

San Pablo Library Community Room

EXCELLENCE IN PROJECT DELIVERY

Contra Costa County Libraries

Walnut Creek Library Meeting Room

EXCELLENCE IN PROJECT DELIVERY

Contra Costa County Libraries

Walnut Creek Library Children's Area

EXCELLENCE IN PROJECT DELIVERY

Contra Costa County Libraries

Brentwood Library Marketplace

EXCELLENCE IN PROJECT DELIVERY

GRIFFIN STRUCTURES

EXCELLENCE IN PROJECT DELIVERY

Contra Costa County Libraries

Pleasant Hill Library Makerspace

Contra Costa County Libraries

Pleasant Hill Library Explore Zone

EXCELLENCE IN PROJECT DELIVERY

Contra Costa County Libraries

Silent Retreat

EXCELLENCE IN PROJECT DELIVERY

Contra Costa County Libraries

Silent Retreat

EXCELLENCE IN PROJECT DELIVERY

What These Libraries Have in Common

- Purpose-built spaces by age and activity
- Flexibility for evolving programs
- Technology integrated throughout
- Clear separation of quiet and active zones
- Facilities sized to serve today's populations

Conceptual Scenarios

EXCELLENCE IN PROJECT DELIVERY

Conceptual Scenarios Overview

1. Renovate Existing 6,500 Square Foot (SF) Library
2. Rebuild and Expand Existing Library to 13,000 SF
3. Build 20,000 SF Library In El Cerrito Plaza Transit-Oriented Development (TOD)
4. Build Standalone 20,000 SF Library on New Site
5. Renovate an Existing 20,000 SF Building into Library

Pictured: Pleasant Hill Library

Scenario 1

Renovate Existing 6,500 SF Library

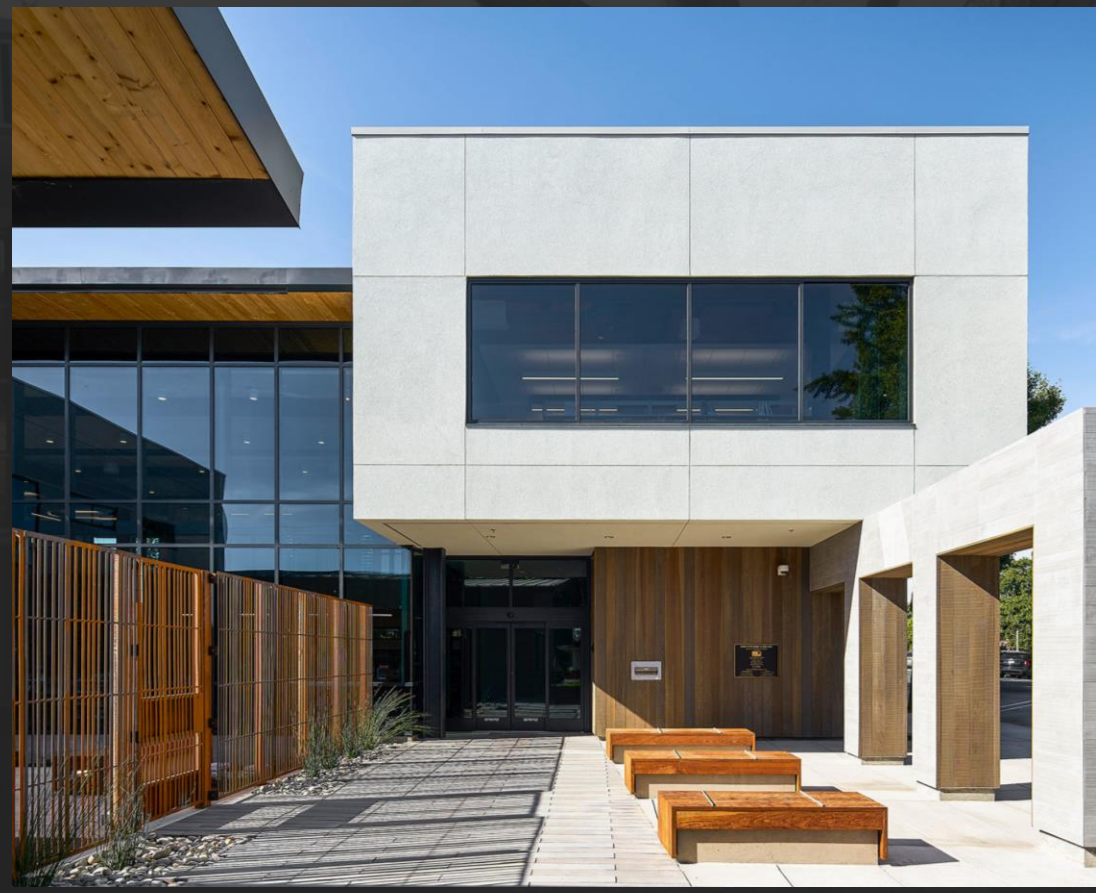
- Addresses basic code and accessibility issues only
- Usable space decreases due to ADA requirements
- Does not address size deficit or service gaps
- Short-term solution focused on keeping doors open
- Still limited to a maximum of 46 hours of operation due to limitations of current space

EXCELLENCE IN PROJECT DELIVERY

Scenario 2

Rebuild and Expand Existing Library to 13,000 SF

- Still below peer library benchmarks
- Conflicts with County preference for single-story libraries
- Higher operating and staffing costs
- Partial improvement, but limited long-term value



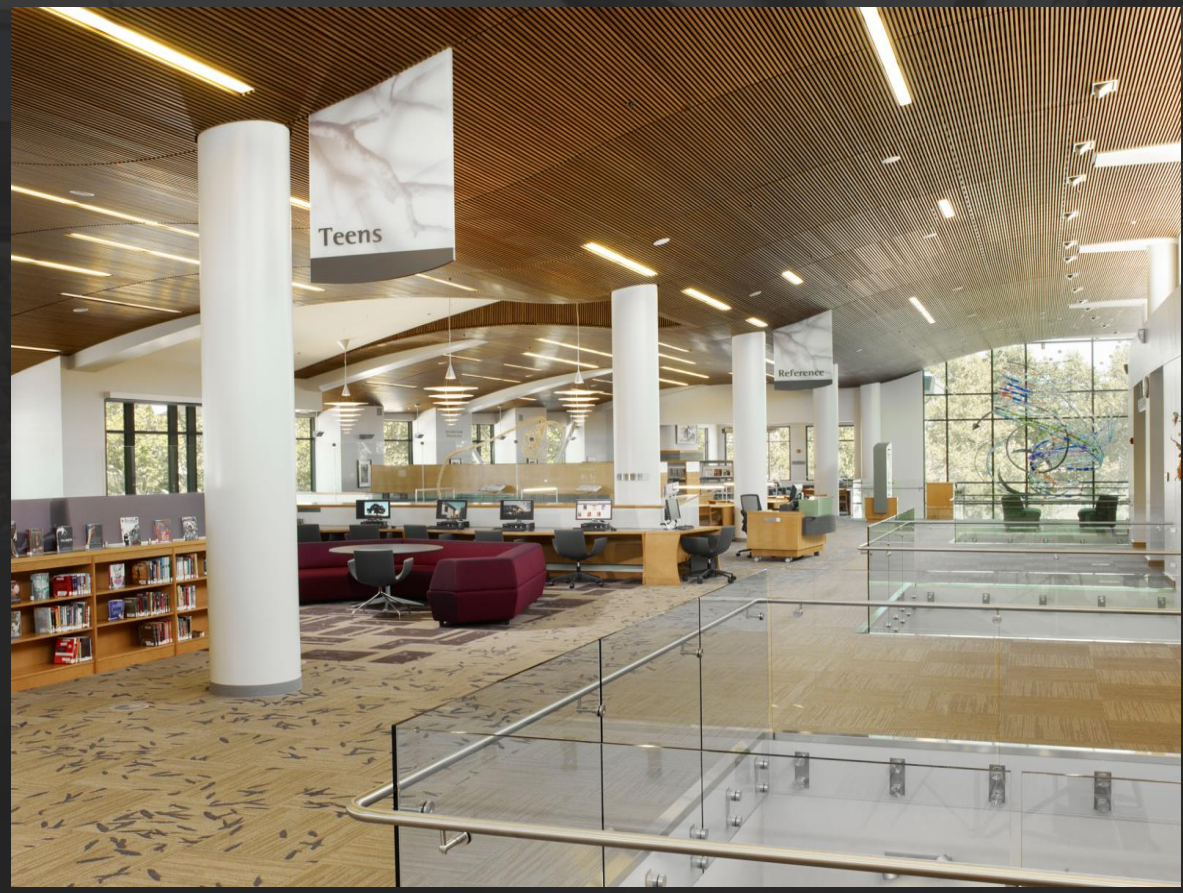
Pictured: Brentwood Library

EXCELLENCE IN PROJECT DELIVERY

Scenario 3

Build 20,000 SF Library In El Cerrito Plaza Transit-Oriented Development (TOD)

- Co-located with transit and other community amenities
- Assumes long-term 99-year lease structure (i.e. $1/year)
- Requires development agreement coordination
- Fully supports modern library services



Pictured: Walnut Creek Library

EXCELLENCE IN PROJECT DELIVERY

Scenario 4

Build Standalone 20,000 SF Library on New Site

- Purpose-built facility
- Maximum design flexibility
- Requires property acquisition
- Requires analysis of lost sales/property tax revenue
- Fully aligns with best practices

Pictured: Lafayette Library & Learning Center

EXCELLENCE IN PROJECT DELIVERY

Scenario 5

Renovate an Existing 20,000 SF Building into Library

- Adaptive reuse opportunity
- Dependent on site availability and location
- Requires property acquisition
- Requires analysis of lost sales/property tax revenue
- Comparable service level to new construction
- Potentially shorter lifespan

Pictured: San Pablo Library

Budget Overview

EXCELLENCE IN PROJECT DELIVERY

Conceptual Statement of Probable Cost

Cost Category	SCENARIO 1 RENOVATE EXISTING LIBRARY 6,500 SF	SCENARIO 2 REBUILD + EXPAND EXISTING LIBRARY 13,000 SF	SCENARIO 3 BUILD LIBRARY IN EL CERRITO PLAZA TOD 20,000 SF	SCENARIO 4 BUILD STANDALONE LIBRARY ON NEW SITE 20,000 SF	SCENARIO 5 RENOVATE AN EXISTING BUILDING INTO LIBRARY 20,000 SF
Construction Costs (Bldg + Site)	$5,239,000	$16,190,000	$24,244,000	$23,744,000	$15,960,000
Escalation (Midpoint of Construction)	$1,052,000	$4,583,000	$3,080,000	$5,272,000	$3,296,000
Soft Costs	$2,963,000	$6,196,000	$7,664,000	$8,732,000	$6,582,000
Contingencies	$1,092,000	$2,387,000	$2,236,000	$3,339,000	$3,217,000
Total Project Budget	**$10,346,000**	**$29,356,000**	**$37,224,000**	**$41,086,000**	**$29,055,000**
Parking Structure	N/A	$6,429,000	N/A	$4,714,000	N/A
Property Acquisition Costs	N/A	N/A	N/A	$2,100,000	$11,549,000
Total Project Budget w/ Adds	**$10,346,000**	**$35,785,000**	**$37,224,000**	**$47,900,000**	**$40,604,000**
	$1,592/SF	$2,253/SF	$1,861/SF	$2,395/SF	$2,030/SF

- *Figures shown above in red are based on assumptions related to site conditions and market factors and are subject to change as final project specifics are defined.*
- *Note: Cost estimates for Scenarios 4 and 5 exclude potential loss of tax revenue. A 20,000 SF mid-box retailer could generate approximately $220,000 annually in General Fund revenue, primarily from sales and transactions taxes. Revenue impacts would also apply to new site acquisition and would vary by property.*

EXCELLENCE IN PROJECT DELIVERY

Investment Needed

- ~$10M: Keeps the existing library operational, reduces usable space, does not expand services

- $35M–$48M: Delivers a modern, accessible, full-service library aligned with community expectations and County best practices

Pictured: Existing El Cerrito Library

EXCELLENCE IN PROJECT DELIVERY

Potential Funding Sources

Existing Reserves & General Fund Financing

State and Federal Grants

New Revenue

Next Steps

EXCELLENCE IN PROJECT DELIVERY

Next Steps

1. Continue refinement of options and cost estimates w/ Owner's Rep, Griffin Structures
2. City staff recommends City Council create and appoint a Library Task Force to begin Spring 2026
3. If funding is identified in 2026:
   - Library Task Force will work with staff to review options and scenarios for recommendation to City Council
4. If funding *is not* identified in 2026:
   - Library Task Force will discuss interim investments required to maintain operations

EXCELLENCE IN PROJECT DELIVERY

EXCELLENCE IN PROJECT DELIVERY

Questions?

Thank you!

Learn More:
elcerrito.gov/library

2026 CITY COUNCIL LIAISON ASSIGNMENTS

LEGISLATIVE BODY	Meeting Schedule Meeting Location	*2025 Appointee* *Alternate*	2026 Appointee Alternate
Association of Bay Area Governments (ABAG), Gen. Ass.	June (Annually) Bay Area Metro Center Bd Rm, SF	*Wysinger* *Ktsanes*	**Wysinger** **Ktsanes**
Contra Costa Mayors' Conference (Delegate)	1st Thursday at 6:30 p.m. (Monthly) Various Contra Costa County Cities	*Mayor* *Mayor Pro Tem*	**Mayor** **Mayor Pro Tem**
East Bay Wildfire Coalition of Governments (EBWC)	Varies (Monthly) City Council Chambers	*Motoyama* *Saltzman*	**Motoyama** **Saltzman**
Green Empowerment Zone (Contra Costa County)	3rd Friday at 9:30 a.m. (bi-monthly) 1025 Escobar St. Rm 110A/B/C	*Mayor* *Mayor Pro Tem*	**Mayor** **Mayor Pro Tem**
League of California Cities East Bay Division (Delegate) *(Includes League Annual Conf.)*	4th Thurs at 7:00 pm (most months) Various East Bay Cities	*Wysinger* *Ktsanes*	**Wysinger** **Ktsanes**
Marin Clean Energy Board (Delegate)	3rd Thursday at 6:30 PM San Rafael/Concord	*Quinto* *Motoyama*	**Wysinger** **Ktsanes**
National League of Cities (Delegate)	Varies (Monthly) City Council Chambers		**Mayor** **Mayor Pro Tem**
Tom Bates Regional Sports Field JPA	As Needed Albany	*Motoyama* *Wysinger*	**Motoyama** **Wysinger**
West Contra Costa Transportation Advisory Committee (Delegate) *(Makes appointment to CCTA)*	4th Friday at 8:00 a.m. (Monthly) Council Chambers	*Saltzman* *Wysinger*	**Saltzman** **Wysinger**
West County Integrated Waste Management Authority (Delegate) *RecycleMore*	2nd Thursday at 6:15 p.m. (Monthly) Richmond City Hall	*Ktsanes* *Wysinger*	**Ktsanes** **Wysinger**
West County Mayors' & Supervisors' Association	San Pablo (Jan- Jun) El Cerrito (Jul-Dec)	*Mayor* *Mayor Pro Tem*	**Mayor** **Mayor Pro Tem**
Arts & Culture Commission	4th Monday at 6:00 p.m. (Monthly) Council Chambers	*Wysinger*	**Motoyama**
Committee on Aging	3rd Wednesday at 3:00 p.m. (Monthly) Council Chambers	*Quinto*	**Quinto**
Community Safety Committee	1st Monday at 6:00 p.m. (Monthly) Council Chambers	*Quinto*	**Ktsanes**
Design Review Board	1st Wednesday at 7:00 p.m. (Monthly) Council Chambers	*Ktsanes*	**Motoyama**
Economic Development Committee	3rd Monday at 7:00 p.m. (Monthly) Council Chambers	*Wysinger*	**Ktsanes**
Environmental Quality Committee	2nd Tuesday at 7:00 p.m. (Monthly) Council Chambers	*Saltzman*	**Wysinger**
Financial Advisory Board	4th Tuesday at 6:30 p.m. (Monthly) Council Chambers	*Motoyama*	**Motoyama**
Human Relations Commission	2nd Wednesday at 7:00 p.m. (Monthly) Council Chambers	*Wysinger*	**Saltzman**
Park and Recreation Commission	4th Wednesday at 7:00 p.m. (Monthly) Council Chambers	*Saltzman*	**Wysinger**
Planning Commission	3rd Wednesday at 7:30 p.m. (Monthly) Council Chambers	*Motoyama*	**Saltzman**
Urban Forest Committee	2nd Monday at 7:00 p.m. (Monthly) Council Chambers	*Ktsanes*	**Ktsanes**
Municipal Services Corporation **Chair**/Vice Chair *(Per bylaws)*	As needed Council Chambers	*Mayor* *Mayor Pro Tem*	**Mayor** **Mayor Pro Tem**
Pension Board **Chair** *(Meets same as Council)*	As needed Council Chambers	*Mayor* *Mayor Pro Tem*	**Mayor** **Mayor Pro Tem**

SUPPLEMENTAL AGENDA MATERIALS
CITY COUNCIL MEETING
January 20, 2026

REGULAR CITY COUNCIL MEETING (6:00 PM)
(revised 1/22/2026)

Agenda Item No. 5.A. – Citizens Street Oversight Committee Annual Report for Fiscal Year 2023-2024
Additional Attachment

Agenda Item No. 5.B. – 2025 El Cerrito National Community Survey Presentation
Public Comments

Agenda Item No. 8.A. – Accept Certification of Sufficiency of Citizens Initiative Petition for "The El Cerrito Library Initiative" and Consider Options Related to the Election on the Ordinance Proposed by the Initiative Petition

1. Presentation
2. Public Comments

Agenda Item No. 8.B. – El Cerrito Library Facility Update
Public Comments

AGENDA BILL

Agenda Item No. 5.A.

Date: January 20, 2026
To: El Cerrito City Council
From: Kathy Fleming, Citizens Street Oversight Committee Chair; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Subject: Citizens Street Oversight Committee Annual Report for Fiscal Year 2023-2024

ACTION PROPOSED

Receive and file the Citizens Street Oversight Committee Annual Report for Fiscal Year 2023-2024 to the City Council and Citizens of El Cerrito.

On December 15, 2025, the Citizens Street Oversight Committee met to review expenditures of revenue collected pursuant to Chapter 4.60 of the El Cerrito Municipal Code to determine whether such funds were expended for the purposes specified in the Fiscal Year 2023-24 Expenditure Plan as approved by the City Council of the City of El Cerrito. The expenditures reviewed were reported for Fiscal Year 2023-24 and were summarized in the City's Annual Financial Comprehensive Report. Further, the Committee reviewed the Agreed Upon Procedures Report issued by the City's independent auditors, Chavan & Associates, LLP, which indicated that no exceptions were noted related to the City's compliance with the terms, covenants and conditions of the Master Installment Sale Agreement related to the bond issuance. The Committee also previously reviewed a detailed list of preliminary/unaudited revenues and expenditures and vendors to whom the expenditures were made at their meeting of December 9, 2024.

By a unanimous vote as indicated below, the Committee found that the expenditures were an appropriate use of the Pothole and Local Street Improvement and Maintenance Transactions and Use Tax as approved by the City of El Cerrito City Council. The Committee is hereby reporting their findings to the City Council and the citizens of the City of El Cerrito pursuant to Section 2.04.320 C of the El Cerrito Municipal Code.

Additionally, the Committee acknowledges and fully supports that the City Council, in their resolutions authorizing expenditures of these funds as budget amendments, are confirming that the expenditures are an appropriate use of the Pothole Repair and Local Street Improvement and Maintenance Transactions and Use Tax.

AYES: Chair Kathy Fleming, Vice-Chair Vanessa Hill, and Committee Member Jia Ma
NOES: None
ABSENT: None

STRATEGIC PLAN CONSIDERATIONS

This action supports the City's Strategic Plan Goal(s) of:

- *High Performing Organization*

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:

Karen Pinkos, City Manager

Attachments:

Added 1/20/2026
December 15, 2026 CSOC Meeting Materials

From: Ira Sharenow
To: City Clerk; Holly Charléty
Cc: William Ktsanes; Lisa Motoyama; Rebecca Saltzman; Gabe Quinto
Subject: Public Comment Item 5B Survey
Date: Friday, January 16, 2026 5:11:18 AM

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Please ask the pollster to release the raw data as the 2025 report is only 38 pages while the 2022 report is 122 pages. https://www.elcerrito.gov/730/Community-Survey

Only about 120 respondents out of about 500 who received surveys were in the youngest age group, so their importance had to be magnified. Do those few who responded really represent their entire age group?

Compared to national benchmarks, 16 ratings were lower and just 10 were higher. What caused the poor response? Was it because fewer people responded this time than the last time?

Of those who responded to the survey, how many skipped specific questions?

How did young people versus older people respond to the senior center question? Where are the crosstabs?

Why didn't the library question include indefinite delays of any possible library, the cost of $37.2 million and the fact that the 17 cents per square foot tax might not be enough to cover all library expenses?

Ira Sharenow
El Cerrito, CA

Citizens Initiative Petition "The El Cerrito Library Initiative"

City Council Meeting

January 20, 2026

Citizen Initiative Process

- California Elections Code (EC) 9200 et. seq. provides a process for voters to propose an ordinance to be submitted to the Voters of the City

- Requires signature of 10% registered voters on a petition filed with the City Elections Official (City Clerk)

Citizens Initiative Petition entitled "The El Cerrito Library Initiative" began this process on 5/6/25.

Citizen Initiative Process

- Proponents file Notice of Intent (includes text of proposed ordinance)
  Filed 5/6/2025 (Revised 6/13/25)
  - City Attorney prepares Ballot Title and Summary (w/15 days)
    5/21/25 (Revised 6/17/25)
- Proponents publish documents and begin circulation
  - Proof of publication filed with City Clerk (w/10 days)
    Filed 6/2/25 (Revised 6/25/25)
- Signed petitions are filed with City Clerk (w/180 days)
  Filed 11/20/25
- City Clerk performs a prima facia count (a few days)
  Completed 12/1/25

Citizen Initiative Process

- County performs a validation of signatures (30 working days)
  Completed 1/9/26
- County provides City with certificate of sufficiency
  Received 1/9/26
- City Council accepts certificate of sufficiency (at next regular meeting)
  1/20/26
- City Council takes action to:
  1. Call an Election pursuant to EC 1405 to place the measure on the ballot; or
  2. Request an impact report pursuant to EC 9212
     - Due within 30 days

Option 1: Call an Election (EC 9215)

a. Next Regular Election
   - Tuesday, November 3, 2026

b. Special Election
   - Held not less than 88 days and not more than 103 days from the order of election (EC 1405)
   - Held on a Tuesday not the day of, day before, or day after a state holiday (EC 1100)

Election Order	Type of Election	Election Date	Estimated Cost
1/20/2026	Special	Tuesday, April 21, 2026	$267,210
	Special	Tuesday, April 28, 2026	$267,210
	Regular	Tuesday, November 3, 2026	$80,163

Option 2: Request a Report (EC 9212)

1. Refer the proposed measure to the City for a report on impacts of the initiative.
   a. Must be presented to the City Council no later than 30 days from certificate of the sufficiency of the petition **2/19/2026**
2. Call an election at the same time the report is presented.
   a. Next Regular Election (November 3, 2026); OR
   b. Special Election (subject to EC 1100 & 1405)

Election Order	Type of Election	Election Date	Estimated Cost
2/19/2026	Special	Tuesday, May 19, 2026	$267,210
	Special	Tuesday, June 2, 2026	$80,163
	Regular	Tuesday, November 3, 2026	$80,163

Fiscal Impacts

- Estimates based on current voter registration **17,814 as of 1/12/2026**
- A Special Election consolidated with a Statewide Election or the Regular Election
  $3-$4.50 per registered voter
- A Special Election on any other eligible date
  $12-$15 per registered voter

Election Date	Estimated Cost	Fiscal Year	Additional Budget Appropriation (Y/N)
Tuesday, April 21, 2026	$267,210	2025/2026	Y
Tuesday, April 28, 2026	$267,210	2025/2026	Y
Tuesday, May 19, 2026	$267,210	2025/2026	Y
Tuesday, June 2, 2026	$80,163	2025/2026	Y
Tuesday, November 3, 2026	$80,163	2026/2027	N

Staff Recommendations

* Approve the Resolution to accept the certification of sufficiency for the Citizens Initiative Petition entitled “The El Cerrito Library Initiative. **Required**
* Order a report to provide the City Council and the public information on fiscal and other impacts of the proposed measure
* Schedule a Special City Council meeting on 2/19/2026 to receive the report and call an election

From: Gary Prost
To: City Clerk
Subject: Public Comments: Agenda Items 8A and 8B, El Cerrito Library
Date: Monday, January 19, 2026 12:28:47 PM

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Honorable Mayor Quinto and Council:

El Cerrito City Council will receive a library facility update on January 20, 2026 (Agenda Items 8.A and 8.B). The consultant Griffin Structures presented five scenarios for the library, ranging from $10.3 million (renovate existing 6,500 SF facility) to $47.9 million (build standalone library with parking and property acquisition). The Plaza TOD option apparently favored by Council is now estimated at $37.2 million—a 75% increase from the $21.3 million estimate presented to Council in February 2023, and 33% higher than the $28 million cited more recently. Among the Key Points reported by Griffin Structures are:

- The Plaza TOD library (20,000 SF) cost is now estimated at $37.2 million
- The 17 cents per square foot parcel tax will likely not be enough to cover all library expenses (construction and operating costs).
- The Plaza library depends on coordination with the TOD development agreement, an agreement that itself depends on securing AHSC grants for both Parcel C East and C West. This will be a years-long process and has no guaranteed outcome.
- No construction timeline is provided

Staff recommends ordering an impact report by February 19, 2026, then placing the measure on the June 2, 2026 ballot. Taxpayers would begin paying in December 2026, but construction of a Plaza library depends on a years-long and uncertain series of events.

Disregarding the fact that proponents are trying a novel approach (petition) to passing a new tax with 50% plus 1 rather than the traditional 2/3 vote, this tax places a huge risk on El Cerrito taxpayers.

Livable El Cerrito has a concise summary of many of these points (https://www.livableelcerrito.org/post/new-library-estimates).

Mayor Quinto and Council, you have seen me present to you on behalf of the FireSafe Council and in support of the ECFD and Police. You know I am not rash or impulsive. El Cerrito has struggled for years to get its budget and expenses under control. There is a city pool to refurbish, a senior center is needed, the HNA requires upkeep, roads need paving. I urge you to consider canceling or modifying this tax linked to the Plaza TOD library proposal, and instead renovate the existing library as a sensible alternative.

Gary (and Nancy) Prost, residents

[redacted]

El Cerrito Library Tax Measure

Comprehensive Review (McDougall)

Version: 2026-01-19

Section 1 — Purpose and scope

My intention is to provide a factual and neutral overview of the proposed library tax measure, highlight what the text clearly does and does not do, and summarize common arguments. At this point I am neutral on the measure. (2,3)

This review is based primarily on the City's ballot title/summary and the filed measure text, with supporting context from City materials and other publicly available sources listed in the references. (1,2,3,5)

The City has issued a certificate of petition sufficiency, indicating that the petition met signature requirements for placement. (4)

Section 2 — Ballot measure language and key provisions

The measure would authorize the City to levy an annual parcel tax to support acquiring, constructing, equipping, and furnishing a new public library facility, to pay debt service and financing costs for borrowing used for that purpose, and to fund library operations for a limited period after the library is completed. (2,3)

Tax structure

The measure text sets a maximum annual tax rate of $0.17 per building square foot for improved parcels, and $100 per year for vacant parcels. The City Council would set the actual annual tax rate at or below these limits each year. (2,3)

The measure text also allows the maximum rate to be adjusted annually based on a published inflation or personal-income index, and allows the Council to reduce or suspend the tax in a given year if revenue is not needed to meet the measure's purposes. (3)

Duration and start date

The tax is described as commencing on July 1 following voter approval (for a typical November election, this is the following July 1) and continuing until 30 years after the initial issuance of bonds. Practically, that means the tax term is tied to when borrowing is first issued -- not that the borrowing itself must be a 30-year bond. If borrowing is delayed (for example, due to site selection, design, permitting, or financing), taxpayers could pay for some period before construction begins. (2,3)

Senior exemption

The measure text provides a potential exemption for homeowners age 65 and older who apply and demonstrate that they qualify for either the State Controller's Property Tax Postponement (PTP) program or the State's Homeowners' and Renters' Assistance program. Practically speaking, this equates to a household income threshold of roughly $55,000 per year (see the

reference materials for specifics). The exemption is not automatic -- eligible seniors would need to apply. (3,26,27)

Use restrictions, reporting, and oversight

The measure requires that revenues be deposited in a dedicated fund and used only for purposes defined in the measure text. It requires annual independent financial audits and annual public reports on revenues collected and expenditures, and it establishes a citizen oversight body to review those reports. (3)

Section 3 — Key arguments for the measure (as stated by supporters)

- Replace an aging, undersized facility with a modern library that can better support current programming, technology, and accessibility expectations. (5)
- Use the El Cerrito Plaza BART transit-oriented development (TOD) effort as an opportunity to co-locate a library with new housing and public space, potentially accelerating delivery and leveraging planning already underway. (6,7)
- Create flexible community space that can support meetings, study, youth programming, and related civic uses; some City materials also describe potential emergency-response functions (e.g., clean air, cooling center, device charging). (6)
- Supporters' campaign materials emphasize both the desirability of a new library and the value of a dedicated, legally restricted funding stream for that purpose. (8)

Section 4 — Key arguments against the measure (as stated by opponents or skeptics)

- High local tax load -- adding another long-running special tax can be difficult for households already facing multiple taxes and fee increases from different agencies. (10,11,12)
- Reduced fiscal flexibility -- a dedicated (earmarked) revenue stream can increase total taxes while limiting the City's ability to reallocate funds if priorities change. (3,29,30)
- Oversight limited in practice -- the measure requires audits and reporting, but the usefulness of citizen oversight depends heavily on volunteer capacity and the clarity of reporting. (3,19,20)
- Transit-oriented development integration and lease risk -- supporters often point to integrating a library into the El Cerrito Plaza TOD; skeptics argue that this approach could result in the City paying for a space it leases rather than owns, depending on how the project is ultimately structured. (6,8,9)
- Process concerns -- some opponents rely on stakeholder arguments that the measure gives the City flexibility to decide key implementation questions later, while asking voters to approve a long duration revenue stream now. (9)

Section 5 — Comparisons to other Contra Costa County library projects

To put El Cerrito's proposal in context, it helps to compare it to other recent Contra Costa County library projects. These projects were shaped by local context -- retail and tax base, land availability, county support, and community demographics -- and those differences matter when drawing lessons for El Cerrito. (18,45,46,47,48,49)

Pleasant Hill (2022 library) -- key situational differences vs. El Cerrito

Pleasant Hill built a new 23,500 sq. ft. library (opened July 2022; reported roughly $24-$34 million) as part of a broader city improvements program. The primary funding tool was a general half-cent sales tax (Measure K, 2016), not a library-specific tax. The project also benefited from unusually strong county-city cooperation: a land swap allowed the old (county-owned) library site to be sold for housing while the County provided a 5-acre parcel for the new library, reducing land costs (often cited around $10 million). (32,33,34)

Why that context differs from El Cerrito:

- Tax base: Pleasant Hill has materially higher local sales tax distributions than El Cerrito, consistent with a larger retail-driven sales tax base.
- Assets/development: Pleasant Hill's project benefited from a specific "swap and redevelop" land strategy; the measure materials for El Cerrito do not identify an equivalent city/county land-swap contribution of comparable scale.
- County support: Pleasant Hill's outcome depended on large, concrete county participation (site contribution); similar in-kind county support is not something voters can assume for El Cerrito absent explicit commitments.

Sources: Measure K and project reporting (32,33,34); CDTFA distribution table (44); Census QuickFacts for Pleasant Hill and El Cerrito (45,18).

Lafayette (2009 library) -- key situational differences vs. El Cerrito

Lafayette's library/learning center project illustrates a multi-source approach in a very high-income community. The project received a major state public-library construction grant and substantial local private fundraising. (35,36,37,38)

Why that context differs from El Cerrito:

- Household income and private fundraising capacity: Lafayette's median household income is substantially higher than El Cerrito's.
- Funding mix: Lafayette's capital package leaned on a state grant and philanthropy rather than a dedicated local parcel tax.

Sources: project funding and fundraising (35,36,37,38); Census QuickFacts for Lafayette and El Cerrito (46,18).

Orinda (2001 library; ongoing parcel tax for services) -- key situational differences vs. El Cerrito

Orinda's current library building opened in 2001 and was largely enabled by a major Friends-led capital campaign, based on the Friends' published history. Orinda voters have also used a library parcel tax to support library service levels beyond baseline county funding. (39,40)

Why that context differs from El Cerrito:

- Household income and philanthropy: Orinda is substantially more affluent than El Cerrito, which changes what is plausible for private fundraising.
- Tax structure: Orinda's parcel tax is described as funding ongoing services; El Cerrito's measure combines capital financing support with limited post-construction operations support.

Sources: Orinda campaign history and Measure J analysis (39,40); Census QuickFacts for Orinda and El Cerrito (47,18).

Brentwood (2018 library) -- key situational differences vs. El Cerrito

Contra Costa County Library's annual report notes the opening of the new Brentwood Library (20,400 square feet; two stories, with study and community rooms). (41)

Why that context differs from El Cerrito:

- Growth context: Brentwood is a substantially larger, faster-growing city than El Cerrito, which affects capital planning, development-driven revenues, and facility timing.

Sources: Brentwood branch opening (41); Census QuickFacts for Brentwood and El Cerrito (48,18).

Walnut Creek (2010 main library) -- key situational differences vs. El Cerrito

Contra Costa County Library describes Walnut Creek's 2010 main library project as a public-private partnership funded with City capital improvement funds and private fundraising by the Walnut Creek Library Foundation. (42,43)

Why that context differs from El Cerrito:

- Scale and fiscal capacity: Walnut Creek is substantially larger than El Cerrito, and CDTFA's distribution tables show much higher local sales tax distributions for Walnut Creek than for El Cerrito.
- Private fundraising infrastructure: Walnut Creek's library foundation describes a dedicated capital campaign and fundraising capacity that smaller cities may not have.

Sources: County and foundation descriptions (42,43); CDTFA distribution table (44); Census QuickFacts for Walnut Creek and El Cerrito (49,18).

Summary: These examples show that recent Contra Costa library projects were financed and delivered under materially different local conditions. For El Cerrito, the most relevant takeaway is not a single “model,” but how local tax base, land, county participation, and community wealth can expand or limit the feasible funding toolkit. (18,44,45,46,47,48,49)

Section 6 — Earmarked (restricted) revenues and how this differs from typical bond structures

This measure would create a legally restricted revenue stream: proceeds are placed in a dedicated fund and may only be used for the purposes defined in the measure text (capital costs, financing costs, and limited post-construction operations support). That earmarking is a core design choice: it can increase confidence for voters who want funds locked to a specific purpose, and it can be viewed as a drawback by voters who prefer maximum flexibility for future City budgeting. (3)

Earmarking can also increase accounting and administrative complexity. When a government operates multiple funds with different legal restrictions, shared (“central service”) costs -- finance, payroll, legal, IT, facility management, insurance, etc. -- often need to be allocated across programs and funds using documented allocation methods. This is a standard practice in public-sector accounting, but it is additional work compared with spending from a single unrestricted fund. (29,30,31)

Typical general obligation (GO) bond measures are structured differently: the borrowing is repaid from an ad valorem property-tax levy dedicated to debt service, and those debt-service tax revenues are separate from general property tax collections and are dedicated to bond repayment. By contrast, this measure is a special tax that can be used to pay debt service if the City issues borrowing, but the tax itself is not the same thing as a voter-approved GO bond authorization. (3,28)

Section 7 — Comparative tax burden: El Cerrito vs nearby cities

El Cerrito’s baseline local tax rates are high relative to several nearby cities. Two highly visible local taxes that residents feel directly are sales tax and the utility users tax (UUT). (10,11,12)

City	Sales tax rate	UUT (typical residential utilities)	Notes
El Cerrito	10.25%	8%	City sales tax includes multiple local add-ons; UUT applies to utilities
Richmond	9.75%	10% (electric/gas); 9.5% (telecom/cable)	Rates vary by utility category
San Pablo	9.50%	7%	UUT applies to cable, telephone, electricity, gas, water

Pinole	10.25%	8%	UUT applies to electricity, gas, telephone
Pleasant Hill	9.25%	(varies)	Shown for sales-tax comparison
Hercules	9.25%	(varies)	Shown for sales-tax comparison
Albany	10.75%	9.5% (electric/gas); 7.5% (telecom/cable)	Alameda County neighbor
Berkeley	10.25%	7.5%	Alameda County neighbor

Sources for table: California sales tax rates (CDTFA) and city UUT pages and/or budgets. (11,12,13,14,15,16,17)

Taxes (recent local tax measures)

Arguments about taxes are ultimately value judgments about affordability, willingness to pay, and the importance of the services being funded. Objectively, El Cerrito voters have approved multiple tax measures in roughly the last eight years, including a real property transfer tax (Measure V -- 2018), a parks special tax extension (Measure H -- 2019), and a sales tax extension (Measure G -- 2024). Other local agencies affecting El Cerrito residents have also passed measures in that period, such as Contra Costa County's Measure X -- 2020. (21,22,23,24)

For example, the East Bay Regional Park District's Measure FF -- 2018 is a regional parcel tax that also applies to properties in El Cerrito. (25)

Section 8 — Citizen oversight: how strong is it in practice?

The measure requires annual independent audits, annual public reporting on revenues and expenditures, and a citizen oversight body to review those reports. These mechanisms create a baseline public record; the strength of oversight in practice depends on volunteer capacity and the clarity of reporting. (3)

Volunteer oversight bodies can experience staffing challenges. El Cerrito is a city of roughly 26,000 residents, and the City's own vacancy listings show about 50 open seats across advisory bodies. Sustained "oversight" work is hard to staff with unpaid volunteers who have both the time and the temperament to read financial reports carefully and stay engaged over a long horizon. That does not make citizen oversight useless; it means the quality of oversight is an implementation variable that depends on recruitment, continuity, staff support, and the reporting format. (18,19,20)

If the City wants stronger practical accountability (policy choices beyond the measure's minimum requirements)

- Publish a short, standardized annual financial dashboard (revenues, expenditures, commitments, and next-year forecast) alongside the required audit and narrative report. (3)

- Hold an annual “open books” public review session focused on the dashboard and audit -- with questions collected in advance and answers published afterward. This can harness the energy of residents who engaged with the ballot measure (both for and against) into a structured review of the financial record. (3,50)
- Pilot a small, clearly bounded participatory budgeting process for a defined subset of non-construction spending (for example, furnishings, equipment, or program enhancements), where residents propose and vote on eligible items after feasibility review. This approach has been used by other cities to broaden participation and improve transparency. (51)

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5. City of El Cerrito -- Library webpage (project context and background). https://www.elcerrito.gov/93/Library

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From:	Pearson Miller
To:	City Clerk
Subject:	[UNKNOWN SENDER] Council Meeting 1/20/2026, Agenda Item #8
Date:	Monday, January 19, 2026 4:35:31 PM

Dear Councilmember:

I am writing to you regarding Agenda Item 8 at tomorrow's (1/20/2025) council meeting. I am a 30+ year resident of El Cerrito and rarely have I heard so much discussion of an issue as I have about the proposed "Library Tax".

I understand that the council's role is two-fold. First, to decide when to place the tax measure on the ballot. And second, to review and approve city staff's plan for spending the money raised.

I followed the campaign by the Committee for a Plaza Library, as they gathered signatures by telling people it is for a library at EC Plaza that would save $10 million over alternatives, and cost only $21 million. Now that the signatures are gathered and certified, I see that the backers have abandoned these 2 core issues of location and cost. Most of my friends and neighbors who signed the petition knew only the cost and location, and none of the many issues involved. If they had been told there was no location yet chosen for the library, and that it might cost $35-$47 million dollars, and it might not be completed for many years to come, I do not think they would have signed. It reminds me of a previous library tax that was defeated for a similar reason: Pass and collect the tax and we will figure out the "details" later. So in your role I would like you to represent those people who feel they were 'duped' (however unintentionally). Proceed slowly and with many public discussions that weigh the pros and cons and are clear eyed about the potential downsides.

Regarding the way the city staff may request approval to spend the tax, I urge you to not allow consultants to drive the narrative. Every report regarding the library refers to the 2014 El Cerrito Library Needs Assessment. That was 11 years ago. The city, the world, is a different place. Citizens have continued to use and enjoy our current library for those 11 years without incident. Do not be so quick to dismiss it as a viable option. The city has so many pressing needs. The city has a library. The city does not have money for long term capital projects, or fire engine replacements, or pool repairs, or community center repairs, or repairs to sports fields and clubhouses, or paying for unfunded pension liabilities. By dipping into our reserves each year to balance the budget we are sliding back into a financial crisis. We will need new taxes to pay for all of these things since the city already can't live on its current budget. Passing this tax lessens the chance that a tax, to stay solvent and address our many needs, would pass in the future. These are not questions for consultants, but questions for you, the city council, to decide on priorities and how best to preserve financial stability for the future.

This issue is dividing the city. The flip-flop by the library committee, and the city's hand in glove approach to hire expensive consulting to figure this out using money from the tax, has infuriated many people I know. There is a deep lack of trust about

how money is allocated in the city, and I believe that if the city continues business as usual, deeper and longer lasting divisions will arise.

I urge you to delay putting the measure on the ballot, and then spend the time to get all of the facts and options out to the public in order to rebuild trust and to get the entire city behind a well made decision about if, when and how much to spend upgrading or replacing the library.

Thank you.

Pearson Miller

--
Pearson Miller
[redacted]

From: l w
To: City Clerk
Subject: City Council Mtg. 1/20 Public Comment
Date: Monday, January 19, 2026 7:56:08 PM

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Please enter my comment into the record for Public Comments for the 1/20 meeting.

"It is fiscally irresponsible to saddle citizens with a tax for a 'potential' library that is fluid, uncertain and grandiose. Maybe even impossible.
As usual, the City made a sham of a real dialogue about what citizens actually want. This plan was railroaded. And now it is blowing up.
Put the horse before the cart!
Give residents the opportunity for input and legitimate decision making for what we truly want . Let us decide if we want any change regarding a library, or not."

Lynn Watkins
[redacted]
EC. 94530
[redacted]

[redacted]

From: Jon Bradshaw
To: City Clerk
Subject: Public Comments Agenda Item #8
Date: Monday, January 19, 2026 9:33:39 PM

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Dear El Cerrito City Council,

I am writing to express my concerns regarding the proposed tax for a new library in El Cerrito.

Previous reporting suggested that building the library at the Plaza was the lowest-cost option. However, new estimates from Griffin Structures indicate that renovating the existing library would be $27 million cheaper ($10 million versus $37 million). Furthermore, these estimates appear to exclude interest costs on financing, which suggests the total cost could be even higher.

As a resident who brings my student from Harding Elementary to the library several times a month, I have consistently found the current space and parking to be sufficient. Given this experience, I believe a renovation may be a viable and more cost-effective solution.

While I support the idea of a new library at the Plaza, I am concerned about the high cost now that cheaper alternatives have been identified. I respectfully request that the city spend more time studying these alternatives before moving forward with a parcel tax on the ballot.

Sincerely,

Jon Bradshaw
Behrens St, El Cerrito

From: Shannon Lee-Rutherford
To: City Clerk
Subject: PUBLIC COMMENTS: Council Meeting
Date: Monday, January 19, 2026 10:14:58 PM

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TL;DR: don't put the Library Tax on the ballot; work with the residents to come up with an affordable plan for our existing library.

Hi there,

As an El Cerrito resident for over a decade, this is my first time writing in. I am motivated by the Library Tax that y'all are threatening to put on the ballot, except it's not what you told all of us signers. It's completely different - now it's super expensive and there's no plan in place to actually build a library.

This feels a lot like a total bait and switch, and considering the 10+ years of poor financial management of the city, it seems like a runaround to get more funds for the general operating budget... Especially since you've now done this with a special committee so it only needs 50%+1 votes to pass. All with no actual building plans, yet. This feels really icky. Borderline corrupt.

The last time you tried to put the Library Tax on the budget with a "pay now, we'll figure this out later" justification, you lost. You've got a real chance do this differently - how about update our current library, which we can actually afford to do! If special funds are needed, create a special fund/account that is untouchable for general operating and can only be used for the library. That would go a long way toward building trust.

Please don't put this on the ballot. Please work on an affordable solution to modernize the current library, with the residents of the City, not overpriced consultants.

Shannon Lee-Rutherford

Yahoo Mail: Search, Organize, Conquer

From: Carole Wells-Desin
To: City Clerk
Subject: [UNKNOWN SENDER] Library tax
Date: Tuesday, January 20, 2026 8:59:39 AM

I am a retired high school librarian who fully believes in libraries as important to culture and society for many reasons I don't need to list. I actually signed the petitions to get to the ballot, but did not fully comprehend the financials or even the concept.

I am strongly opposed to the measure and will vote against it. It is TOO COSTLY, and it isn't planned for moving standards of what El Cerrito needs.

In the meantime I use the Albany (County) Library, the Berkeley Library and Richmond Library as well as the current El Cerrito Library.

Do not give your support to this measure, please. It will be all wrapped in cozy pictures that do not reflect reality of cost and structure.

Respectfully,
Carole Well-Desin
[redacted]
El Cerrito 94530

From: rose stamm
To: City Clerk
Subject: [UNKNOWN SENDER] Public Comment Agenda Items 8 A and 8 B El Cerrito library
Date: Tuesday, January 20, 2026 9:18:35 AM

I oppose the library tax proposal!
Walter S Linsley

From: Rebecca Benassini
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: Library agenda item, item 8A
Date: Tuesday, January 20, 2026 9:43:32 AM

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Good morning Mayor, Mayor Pro Tem, City Council Members, and City Clerk,

I am sorry I am unable to attend the City Council meeting this evening. I write in support of staff's recommendation to continue to move the library measure forward tonight.

I am a 20+ year resident of El Cerrito and participated in previous library reconstruction efforts. What I have learned through these and other experiences is the importance of recognizing opportunities to move forward. As you know, the last vote related to the library replacement was 2016; 10-years seems to be a reasonable amount of time between efforts, as each effort requires such an incredible amount of volunteer work!

Over the last decades, the City has explored multiple locations for a new library, but none were as tangible and viable as the one currently being evaluated. This is the first time we have a real, actionable option that can meet the needs of our community. We should take this opportunity to put this option before the voters and let them decide.

Thank you for your leadership and commitment to improving our City. I urge you to keep this measure moving forward; City staff's recommendation seems to me to help provide information for the public and to still place the initiative on the ballot using one of the least cost options.

Sincerely,

Rebecca Benassini

From: Kevin OBrien
To: City Clerk
Subject: [UNKNOWN SENDER] Public Comments: Agenda Items 8A and 8B, El Cerrito Library
Date: Tuesday, January 20, 2026 9:51:15 AM

Regular City Council Meeting, Tuesday Jan. 20, 2026 Public Comments: Agenda Items 8A and 8B, El Cerrito Library Honorable Mayor Quinto and Council:
El Cerrito City Council will receive a library facility update on January 20, 2026 (Agenda Items 8.A and 8.B). The consultant Griffin Structures presented five scenarios for the library, ranging from $10.3 million (renovate existing 6,500 SF facility) to $47.9 million (build standalone 20,000 sq. ft. library with parking and property acquisition). The Plaza TOD option apparently favored by Council is now estimated at $37.2 million—a 75% increase from the $21.3 million estimate presented to Council in February 2023, and 33% higher than the $28 million cited more recently. Among the Key Points reported by Griffin Structures are: • The Plaza TOD library (20,000 SF) cost is now estimated at $37.2 million • The 17 cents per square foot parcel tax will likely not be enough to cover all library expenses (construction and operating costs). • The Plaza library depends on coordination with the TOD development agreement, an agreement that itself depends on securing AHSC grants for both Parcel C East and C West. This will be a years-long process and has no guaranteed outcome. • No construction timeline is provided Staff recommends ordering an impact report by February 19, 2026, then placing the measure on the June 2, 2026 ballot. Taxpayers would begin paying in December 2026, but construction of a Plaza library depends on a years-long and uncertain series of events. Disregarding the fact that proponents are trying a novel approach (petition) to passing a new tax with 50% plus 1 rather than the traditional 2/3 vote, this tax places a huge risk on El Cerrito taxpayers. Livable El Cerrito has a concise summary of many of these points (https://www.livableelcerrito.org/post/new-library-estimates). El Cerrito has struggled for years to get its budget and expenses under control. There is a city pool to refurbish, a senior center is needed, the HNA requires upkeep, roads need paving. I urge you to consider canceling or modifying this tax linked to the Plaza TOD library proposal, and instead renovate the existing
library as a sensible alternative.

Signed
Resident of El Cerrito

Kevin O'Brien
[redacted]

Yes, this is a form letter posted by an activist, but I as a citizen who is sick of fiscal irresponsibility, I endorse it wholeheartedly.

From: No Reply
To: City Clerk
Subject: Public Comment Submission
Date: Tuesday, January 20, 2026 11:09:42 AM

This sender is trusted.

Submitted by: Ruth Robinson
Email Address: [redacted]

Commented on event: https://elcerritoca.portal.civicclerk.com/event/601/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: To El Cerrito Leadership: The plan to improve and build a new library is both worthy and timely. However, the presented plan to build on property not owned by El Cerrito, in a location with no parking and way too large is not a good use of time or resources. I would gladly support a bond issue to build on the existing site, make it a two story building, and I think our community would be strongly behind that. I have not seen in any of the literature about the plaza scheme who would pay for the required additional library staff and the certainly on-site required security personnel. I volunteer in a number of libraries from Oakland to El Sobrante, and can tell you that depending upon the location, on site security is a necessity. Thank you.

From: No Reply
To: City Clerk
Subject: Public Comment Submission
Date: Tuesday, January 20, 2026 12:06:11 PM

This sender is trusted.

Submitted by: Verónica Medina-Ross
Email Address: [redacted]

Commented on event: https://elcerritoca.portal.civicclerk.com/event/601/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: We desperately need a new and/or improved library in our city! One that provides better study areas, spaces for community events and workshops, and the capacity to store more physical books and materials plus more accessibility to electronic materials.

From: No Reply
To: City Clerk
Subject: Public Comment Submission
Date: Tuesday, January 20, 2026 12:09:32 PM

This sender is trusted.

Submitted by: Marlene Keller
Email Address: [redacted]

Commented on event: https://elcerritoca.portal.civicclerk.com/event/601/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: I fully support a new library for El Cerrito—and the Transit Oriented Development Plan at the El Cerrito BART station makes the most sense. This plan would enrich the lives of everyone in El Cerrito by providing a modern library and community gathering place. Importantly, a modern library would increase property values, provide a city center feel to El Cerrito, and strengthen literacy, education and socializing. As your data shows, we have fallen behind other communities in the county for a modern library/community space. This plan would remedy that deficiency, create a welcoming location for all El Cerrito residents, and is the best, single investment for our community's future.

From: nick zamorano
To: City Clerk
Subject: Public Comment Agenda Item 8A
Date: Tuesday, January 20, 2026 12:15:05 PM

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I am writing in support of approval for the resolution to accept certification of the library petition thereby designating a regular/special election to be held before or on November 3, 2026.

Nick Zamorano
El Cerrito

From: Akasha Nicole Kaufmann
To: City Clerk
Subject: [UNKNOWN SENDER] No to library tax
Date: Tuesday, January 20, 2026 1:01:15 PM

This is ludicrous. Richmond has a big library just blocks up the road. Seems like a huge scam on your constituents. I and my neighbors are vehemently opposed.
I am optimistic this grift will be stopped.
Thanks so much for adding my NAY.

From: Mary Milton
To: City Clerk
Subject: [UNKNOWN SENDER] Public comments on agenda items 8A and 8B El Cerrito Library
Date: Tuesday, January 20, 2026 1:42:27 PM

As an El Cerrito voter I support renovating existing library and do not support the Plaza TOD proposed library. Put the tax measure on the ballot without any more information gathering polls and let voters decide.

From: Lisa Martinengo
To: City Clerk
Subject: [UNKNOWN SENDER] Library tax proposal
Date: Tuesday, January 20, 2026 12:50:19 PM

Hello Holly and EC Council and staff,

I am opposed to El Cerrito adding a new tax (ostensibly for a library) when there are many details still unknown.

Please aim to represent the overall population of EC residents as your top priority, rather than forcing through a potentially bad financing decision.

Lisa Martinengo
EC Resident for 16 years

From: No Reply
To: City Clerk
Subject: Public Comment Submission
Date: Tuesday, January 20, 2026 4:02:33 PM

This sender is trusted.

Submitted by: Sapana Sakya
Email Address: [redacted]

Commented on event: https://elcerritoca.portal.civicclerk.com/event/601/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: El Cerrito needs an updated resourced public library that can meet the needs of your population - youth all the way to the elderly! Please support the El Cerrito library measure!! Thank you for your continued work. With regards, Sapana Sakya

From: Justin Chang
To: City Clerk
Subject: Public Comments: Agenda Items 8A and 8B, El Cerrito Library
Date: Tuesday, January 20, 2026 9:08:51 PM

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Regular City Council Meeting, Tuesday Jan. 20, 2026

Public Comments: Agenda Items 8A and 8B, El Cerrito Library

Honorable Mayor Quinto and Council:

El Cerrito City Council will receive a library facility update on January 20, 2026 (Agenda Items 8.A and 8.B). The consultant Griffin Structures presented five scenarios for the library, ranging from $10.3 million (renovate existing 6,500 SF facility) to $47.9 million (build standalone 20,000 sq. ft. library with parking and property acquisition). The Plaza TOD option apparently favored by Council is now estimated at $37.2 million—a 75% increase from the $21.3 million estimate
presented to Council in February 2023, and 33% higher than the $28 million cited more recently. Among the Key Points reported by Griffin Structures are:

• The Plaza TOD library (20,000 SF) cost is now estimated at $37.2 million

• The 17 cents per square foot parcel tax will likely not be enough to cover all library expenses (construction and operating costs).

• The Plaza library depends on coordination with the TOD development agreement, an agreement that itself depends on securing AHSC grants for both Parcel C East and C West. This will be a years-long process and has no guaranteed outcome.

• No construction timeline is provided
Staff recommends ordering an impact report by February 19, 2026, then placing the measure on the June 2, 2026 ballot. Taxpayers would begin paying in December 2026, but construction of a Plaza library depends on a years-long and uncertain series of events.

Disregarding the fact that proponents are trying a novel approach (petition) to passing a new tax with 50% plus 1 rather than the traditional 2/3 vote, this tax places a huge risk on El Cerrito taxpayers.

Livable El Cerrito has a concise summary of many of these points (https://www.livableelcerrito.org/post/new-library-estimates).
El Cerrito has struggled for years to get its budget and expenses under control. There is a city pool to refurbish, a senior center is needed, the HNA requires upkeep, roads need paving. I urge you to consider canceling or modifying this tax linked to the Plaza TOD library proposal, and instead renovate the existing library as a sensible alternative.

Library use is decreasing, if we need a gathering place for other events use the community center. We don't need a 20,000 sf library just because others have it.

Signed ___Justin Chang_____
Resident of El Cerrito

From: STEVEN PRICE
To: City Clerk
Subject: Why every community needs a library
Date: Wednesday, January 21, 2026 3:47:06 PM

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I wrote the following to read during public comments on January 20, but changed my message at the last second. Here is what I originally intended to say:

Dear El Cerrito City Council,

Benjamin Franklin started the first public library in America in 1731. He said that the value of libraries is that they make yeoman farmers better educated than aristocrats. He felt that, beyond schooling, learning should be a life-long activity of citizens, essential to a functioning society.

I've heard people say that the internet makes libraries obsolete. But there are many differences between libraries and the internet. Libraries are where people check out books to read, to delve into subjects for hours and even days during the time it takes to read them. In contrast the internet delivers short hors d'oeuvres of information with websites warning you in advance how many minutes it will take to read.

New bigger libraries now-days feature community rooms where people can hear talks or engage in face-to-face discussions. By comparison, a discussion on the internet, eratically attended, might take days without the inhibiting benefit of nearby people to keep it civil.

Libraries bring down the cost of self-directed learning. The cost of periodicals has risen a lot in recent years: over $10 to $15 for a single issue of Time Magazine, National Geographic, or Scientific American. Some think people should get a magazine subscription where the cost per issue is cheaper, but libraries allow you to browse for free a variety of periodicals for a broad range of information and opinion. Shall we restrict the reading public to those who can afford it?

Walter Cronkite said, "Whatever the cost of our libraries, the price is cheap compared to that of an ignorant nation." There are many things essential for the functioning of a local community that cost money that most of us don't dispute — roads, sewers, fire and crime protection, schools. You could argue that a computer at home eliminates the need for libraries for children. Yet it's becoming more and more apparent that encouraging kids to spend more time at home in front of computers isn't good for their mental health. We saw how devastating to children's attention relying on online computer instruction was during the COVID pandemic. Children need places outside of the home for learning.

Can a community really function without social infrastructure that brings people physically together in the community — schools, meeting halls, coffee shops, parks, and libraries — where learning, social interaction, and conversation is celebrated? For the health of our community, and our democracy, a new bigger library is worth it.

Sincerely,

Steve Price
El Cerrito

From: Ira Sharenow
To: City Clerk; Holly Charléty
Cc: William Ktsanes; Lisa Motoyama; Rebecca Saltzman; Gabe Quinto
Subject: Public Comment Item 8B Library Study
Date: Friday, January 16, 2026 5:11:49 AM

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The city government should stop wasting taxpayer money and give up on the library proposal.

How much money is the library tax expected to bring in? Is it about $2.7 million per year?

All five proposals seem to be infeasible. Building a new library would lead to a bond sale that would cost well over $2 million per year. Operating costs would run into the hundreds of thousands of dollars. The city management is against the current location.

Also for the cost estimate for the Plaza, what are the assumptions regarding the financing and construction of Parcel C West? Currently, there is no money to build Parcel C West, so there cannot be a library there.

Ira Sharenow
El Cerrito, CA