Mayor
Gabe Quinto
Mayor Pro Tem
Rebecca Saltzman

THE CITY OF EL CERRITO

AGENDA

Councilmembers
William Ktsanes
Lisa Motoyama
Carolyn Wysinger

This information can be interpreted for you free of charge. Visit City Hall at 10890 San Pablo Ave., El Cerrito, CA 94530 or learn more at www.elcerrito.gov/LanguageAccess

Esta información se puede interpretar gratuitamente. Visite el Ayuntamiento en 10890 San Pablo Ave., El Cerrito, CA 94530 o obtenga más información en www.elcerrito.gov/LanguageAccess

这些信息可免费为您解释。请访问位于 10890 San Pablo Ave., El Cerrito, CA 94530 的市政厅，或访问 www.elcerrito.gov/LanguageAccess 了解更多信息

TUESDAY, MAY 5, 2026

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

Join Via Zoom:
https://us06web.zoom.us/j/86500776827?pwd=ek9VfYyuQasdNbrBmTlSpnUyvzzOOC.1
Meeting ID: 865 0077 6827 **Passcode**: 893726 **Dial in**: 1-408-638-0968

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

Public Comments:
1. In-person, by submitting a request to speak to the City Clerk.
2. Via Zoom, using the "Raise Hand" feature to request to speak.
3. By phone, dialing ***9** to "raise your hand", and ***6** to unmute.
4. Online, using the "Submit Comments" feature on the meeting event.
5. Via email to cityclerk@elcerrito.gov indicating **Public Comments – Agenda Item #.**

Written comments received by **2:00 PM** 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 posted after the meeting.

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 are available via zoom.

Conduct: This meeting is held pursuant to City Council Rules of Order and Procedure.

Mayor
Gabe Quinto
Mayor Pro Tem
Rebecca Saltzman

Councilmembers
William Ktsanes
Lisa Motoyama
Carolyn Wysinger

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. FIRST PUBLIC HEARING ON TRANSITION TO DISTRICT-BASED ELECTIONS

The set start time of this public hearing is 6:15 PM. Notice was published on 4/25/2026.

Action Proposed: Conduct the first public hearing regarding transition to District-Based Elections for City Councilmembers, including sequencing of the election and consideration of the composition of the districts in accordance with Election Code section 10010; and providing direction on number of districts and method of election for Mayor.

Contact: Sky Woodruff, City Attorney; Holly M. Charléty, City Clerk, City Management

5. ORAL COMMUNICATIONS FROM THE PUBLIC

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

6. PRESENTATIONS

7. ADOPTION OF THE CONSENT CALENDAR

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

A. National Public Works Week Proclamation

Action Proposed: Approve a proclamation recognizing May 17-23, 2026 as National Public Works Week in El Cerrito.

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

B. Affordable Housing Month Proclamation

Action Proposed: Approve a proclamation recognizing May as Affordable Housing Month in the City of El Cerrito.
Contact: Aissia Ashoori, Housing-Economic Development Manager, Community Development Department

C. Jewish American Heritage Month Proclamation

Action Proposed: Approve a proclamation declaring the Month of May 2026 as Jewish American Heritage Month in the City of El Cerrito.
Contact: Shannon Bassi, Human Resources Manager, City Management

D. Asian American, Native Hawaiian, and Pacific Islander Heritage Month Proclamation

Action Proposed: Approve a proclamation declaring the Month of May 2026 as Asian American, Native Hawaiian, and Pacific Islander Heritage Month in the City of El Cerrito.
Contact: Shannon Bassi, Human Resources Manager, City Management

E. Bike to Wherever Day Proclamation

Action Proposed: Adopt a Proclamation Recognizing Thursday, May 14, 2026 as Bike to Wherever Day in the City of El Cerrito.
Contact: Jennifer Bright, Management Assistant, Community Development Department

F. Environmental Quality Committee Appointment Recommendation

Action Proposed: Approve an Environmental Quality Committee recommendation to appoint Mordecai Stayton to the Environmental Quality Committee, effective May 5, 2026.
Contact: Christina Leard, Acting Senior Management Analyst; Public Works Department

G. FY 2025-26 Third Quarter General Fund Budget Update through March 31, 2026

Action Proposed: Receive and file an update on City General Fund revenues and expenses for FY 2025-26 through March 31, 2026.
Contact: Claire Coleman, Budget and Financial Services Manager; Crystal Reams, Finance Director/City Treasurer, Finance Department

8. PUBLIC HEARINGS

A. Public Hearing to Confirm the Diagram and to Levy the Assessment for Fiscal Year 2026-27 for Landscape and Lighting Assessment District No. 1988-1
Notice Published 4/25/2026

Action Proposed: Conduct a public hearing, and upon conclusion, adopt a resolution setting the annual Landscape and Lighting Assessment for Fiscal Year (FY) 2026-27 as $72 per single-family residential parcel, and as noted in the Engineer's Report for other classes of properties.
Contact: Crystal Reams, Finance Director/City Treasurer, Finance Department; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

B. Public Hearing regarding Fiscal Year 2026-27 Storm Drain Annual Report and method of collecting storm drain fees
Notice Published 4/25/26 & 5/01/26; 2/3 vote required to pass

Action Proposed: Conduct a public hearing and upon conclusion adopt a resolution approving the Fiscal Year 2026-27 Storm Drain Annual Report and directing that Storm Drain Fees be collected on the property tax rolls.
Contact: Crystal Reams, Finance Director/Treasurer, Finance Department; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

9. POLICY MATTERS

A. Fiscal Year 2026-27 and Fiscal Year 2027-28 Biennial Budget Study Session #2

Action Proposed: Conduct a study session on the Biennial Budget for Fiscal Years 2026-27 and 2027-28, including:

- Review of budget process and Target Based Budgeting approach
- Review proposed budget balancing scenarios and possible one-time expenditures
- Direct staff on preferred scenario for budget development

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

B. Flock Safety Agreement

Action Proposed: Adopt a resolution authorizing the City Manager to enter into an agreement with Flock Safety for the provision of license plate reading cameras to the City for a period of up to three years at a cost not to exceed $315,000.

Contact: Paul Keith, Chief of Police, El Cerrito Police Department

10. CITY COUNCIL LOCAL & REGIONAL LIAISON ASSIGNMENTS

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

11. ADJOURN REGULAR CITY COUNCIL MEETING

The next regularly scheduled City Council meeting is Tuesday, May 19, 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. 4.

Date: May 5, 2026
To: El Cerrito City Council
From: Sky Woodruff, City Attorney; Holly M. Charléty, City Clerk, City Management
Subject: First Public Hearing on Transition to District-Based Elections

ACTION PROPOSED

Conduct the first public hearing regarding transition to District-Based Elections for City Councilmembers, including sequencing of the election and consideration of the composition of the districts in accordance with Election Code section 10010; and providing direction on number of districts and method of election for Mayor.

BACKGROUND

On April 21, 2026, the City Council adopted Resolution 2026-24 declaring its intention to transition to a district-based system for electing members of the El Cerrito City Council. This action was taken in response to the March 17, 2026 letter received from Rexroad Law alleging that the City's at-large election system violates the California Voting Rights Act ("CVRA") and threatening litigation if the City declined to voluntarily change to a district-based election.

Although the City denies its at-large election system violates the CVRA or any other provision of law, the City Council has determined that the public interest would best be served by transitioning to a district-based electoral system due to (1) the high cost to defend against a CVRA lawsuit, (2) the risk of losing such a lawsuit, which would require the City to pay the prevailing plaintiffs' attorneys' fees, and (3) the availability of changing to district elections under the safe harbor provision.

The City Council, an elected legislative body serving the residents of El Cerrito, is currently elected in an at-large election system, where each of the five Councilmembers are elected by registered voters of the entire city, regardless of residence, as opposed to a district-based election system, where each Councilmember must reside in a specific district within the City, and is voted on only by voters within that district.

California Elections Code section 10010 provides a process whereby a jurisdiction can expeditiously change to a district-based election system and avoid the high cost of litigation under the CVRA. Under this process, a jurisdiction can limit the amount of its liability to prospective plaintiffs and their attorneys (the "safe harbor provision"), and avoid litigation so long as the jurisdiction completes the process within 90 days of the adoption of the resolution of intention. While the CVRA allows for extensions to this timeframe with agreement of the potential plaintiff, the City was unable to obtain an agreement for extensions.

Transition Process under the Safe Harbor Provision

California Elections Code section 10010 requires that a jurisdiction changing to district-based elections under the safe harbor provision do all of the following within 90 days from the date the legislative body adopts a resolution of intent to transition to district-based elections:

- Before drawing a draft map or maps of the proposed boundaries of the districts, hold at least two public hearings over a period of no more than 30 days, at which the public is invited to provide input regarding the composition of the districts.
- After all draft maps are drawn, published, and made available, release at least one draft map and, if members of the governing body of the political subdivision will be elected in their districts at different times to provide for staggered terms of office, the potential sequence of the elections.
- Hold at least two additional hearings over a period of no more than 45 days, at which the public is invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections.
    - The first version of a draft map shall be published at least seven days before consideration at a hearing. If a draft map is revised at or following a hearing, it shall be published and made available to the public for at least seven days before being adopted.
- Adopt an ordinance establishing district-based elections pursuant to Elections Code section 10010(a)

Public Hearing Schedule

The proposed Public Hearing schedule includes tentative dates to hold community workshops, public hearings, and other relevant actions required under the safe harbor provisions. This tentative schedule was developed to be as transparent and informative as possible given the 90-day restriction to complete the process. Should the potential plaintiff decide to negotiate terms of an agreement to extend the period of time for this transition, a revised schedule would be brought back to the City Council at a future date.

- **May 5, 2026**: 1st Public Hearing
    - Public input on district composition and communities of interest, No maps drawn. Council to consider number of districts and method of election for Mayor
- **May 12, 2026**: 1st Community Workshop
    - Interactive workshop to assist the public in either drawing draft maps or submitting their communities of interest
- **May 19, 2026**: 2nd Public Hearing
    - Public input on district composition and communities of interest, No maps drawn
- **June 2, 2026** Draft Maps Published with potential sequence of elections
- **June 3, 2026:** 2nd Community Workshop
    - Interactive workshop to assist the public in either drawing their communities of interest or drawing draft maps, or proposing modifications to draft maps submitted

- **June 9, 2026**: 3rd Public Hearing
    - Presentation and public input on draft maps
- **June 16, 2026**: 4th Public Hearing
    - Additional public input on draft maps, Council to select final map
- **July 7, 2026**: 5th Public Hearing
    - Approve final map and Ordinance to change to District-Based Elections
- **July 21, 2026**: Adopt the Ordinance to change to District-Based Elections

Completed Actions to Date

- **April 21, 2026**: Adopted Resolution of Intent to Transition to Districts

ANALYSIS

In order to provide tools for community input, and to draw preliminary maps based on community and City Council feedback, the City Attorney has retained Redistricting Partners, LLC, a demographer who serves as an expert in analyzing census data to ensure that the final district map adopted by the City Council is a balance of population, maintaining communities of interest, and ensuring racial/ethnic minorities are represented.

During this first public hearing, the City's demographer will make a presentation on the CVRA and the transition process for preparing district boundaries. The intention of this hearing is to identify the neighborhoods or "communities of interest" within the City, as well as other local factors that should be considered by Redistricting Partners when drawing draft maps. The public will be invited to ask questions about the process and to provide input on communities of interest in the City. This will allow the demographer to better understand the City and allow the drawing of maps based on sound demographic and legal principles. The public is welcome to propose complete district maps.

The public is also invited to provide input as to whether the City should continue the process of the City Council annually selecting a Mayor from among its members and adopt a map with 5 districts, or shift to a directly elected Mayor with 4 districts. If the City were to decide to shift to a directly elected Mayor with 4 districts, the Council will also be asked to consider whether to adopt a 2 or 4 year term. This hearing will identify and highlight resources available to the public on the City's website related to the transition to district-based elections. At the end of the first public hearing, the City Council will be asked to provide direction on the number of districts and method of election for Mayor.

It should be noted that, while the City Council does not necessarily need to decide whether it prefers 4 or 5 districts until it adopts the final map, in order to reduce the complexity of decisions before the Council (and especially in the context of the tight timelines before the City) the City Council will be asked to provide direction on the number of districts and method of election for Mayor at the end of the first public hearing. This is because after the first public hearing, a mapping tool will be made available to the public in which they will be able to submit their suggestions for potential district maps.

If the City Council waits until after the first public hearing to decide whether to pursue a 4 district vs. 5 district map, then the City's demographer, the Council, and the public will be considering two sets of maps simultaneously – one set of potential maps for 4 districts and another set of potential maps for 5 districts. Given that the City is already working within a very tight timeframe, delaying a decision on the number of districts would risk adding additional complexity to the public outreach being conducted as well as future decision-making processes. As a separate but related matter, should the Council decide to shift to a directly elected Mayor with 4 districts, the Council may make the decision regarding the length of the terms (2-year vs. 4-year) at the time of the approval of the ordinance, as this decision will have no impact on the mapping process.

Another issue to note is that transitioning to a system with a directly elected Mayor would not change the powers of the Mayor. The Mayor would still be a voting member of the City Council but would not have additional executive powers. The Mayoral role itself would remain largely ceremonial.

The format for the second hearing will be the same. At the end of the second public hearing with full consideration of the input offered by the public, the City Council will provide direction to City staff and the City's demographer regarding the criteria to be considered, consistent with the required legal parameters, to create proposed district maps.

District Formation Criteria

In creating the district boundaries, the City must ensure compliance with the following criteria mandated by the CVRA and the Federal Voting Rights Act:

- Each district must contain a nearly equal population.
- The districting plan must be drawn in a manner that complies with the Federal Voting Rights Act and the Equal Protection Clause of the U.S. Constitution; and,
- The districts must not be drawn with race as the predominant factor.

Additionally, Election Code section 21130 requires cities to adopt districts using the following criteria to the extent practicable, which are set forth in order of priority:

- Districts shall be geographically contiguous.
- To the extent practicable, the geographic integrity of any local neighborhood or local community of interest must be respected and maintained. A "community of Interest" is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation.
- District boundaries should be easily identifiable and understandable. To the extent practicable, districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the jurisdiction.

- To the extent practicable, and where it does not conflict with the preceding criteria, districts shall be drawn to encourage geographical compactness.The City's demographer will present maps that comply with these criteria.

Number of Districts and Nature of Mayor's Election

As mentioned above, the City Council will provide direction to staff and consultants on the number of districts to be created, ideally early in the process of transitioning to district-based elections. The City currently has five City Councilmembers elected to four-year staggered terms and a Mayor that is elected annually from among its members to serve. The City Council will provide direction as to whether to maintain this system, or switch to one where there are four districts with a directly elected Mayor. If the City Council decides to switch to a system where there are four districts with a directly elected Mayor, the City Council will also provide direction regarding whether the terms should be 2 years or 4 years. Timing-wise, such direction may be provided prior to adoption of the ordinance.

Public Outreach

In addition to the formal public hearing process, the City is implementing a robust effort to encourage participation and inclusivity as a part of the districting process, including:

- Hosting a dedicated page for districting on the City's website at www.elcerrito.gov/districts, which includes information on the districting process, how to provide public input, upcoming public hearings and community events, documents and details of past actions, draft maps and community input submissions.
- Utilizing an interactive online tool for community members to easily submit input on communities of interest and potential district boundaries, in addition to providing paper-based options for submitting feedback.
- Holding community workshops to assist the public in drawing potential district boundaries and conveying their feedback, with two initial workshops tentatively scheduled for May 12, 2026 and June 3, 2026.
- Conducting in-person outreach around the community, including on Bike to Wherever Day (May 14, 2026), at the Community Center (June 10, 2026), and at the annual City of El Cerrito/worldOne July 4th Festival (July 4, 2026).
- Translating key outreach collateral and documents, including frequently asked questions and instructions for how to provide input, into Spanish and Chinese (Simplified), the two most commonly spoken languages in El Cerrito other than English.
- Using a variety of public communication channels to engage members of the community and solicit feedback throughout the development of potential maps and the transition to district-based elections, including social media, e-newsletters, and other City outreach channels.

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

- *High Performing Organization; and*
- *Livability and Belonging.*

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

FINANCIAL CONSIDERATIONS
There are no financial considerations or action required for this hearing. Costs associated with holding the hearing are covered under the funds appropriated by the City Council to complete the transition process.

LEGAL CONSIDERATIONS
The City Attorney has reviewed and approved all actions are in compliance with applicable regulatory requirements.

Reviewed by:

Karen Pinkos, City Manager

Attachments:
1. Presentation

REDISTRICTING PARTNERS

EL CERRITO

Districting 101

May 5, 2026

REDISTRICTING PARTNERS

Agenda

Things we will cover:

- The California Voting Rights Act (CVRA)
- What is Districting/Redistricting
- What is the Voting Rights Act
- What is Gerrymandering
- Required Districting/Redistricting Criteria
- The Mechanics of Districting
- El Cerrito's Census Data
- Public Hearing Schedule

REDISTRICTING PARTNERS

What is the CVRA?

The California Voting Rights Act is a state law that prohibits the use of At Large Election Systems in local government if there is Racially Polarized Voting.

"At Large" is defined as anything other than a system in which an elected official lives in a district, and is only elected by members of that district. Does not include "multi-member" districts.

"Racially Polarized Voting" is defined as differences in voting patterns which can be shown to be correlated to race, religion, national origin, or membership in any other protected class.

REDISTRICTING PARTNERS

What is the CVRA?

The California Voting Rights Act takes the principles of the Federal Voting Rights Act and expands it regarding districted elections in two keyways:

While Federal law uses “majority minority” districts as a standard for vulnerability, the CVRA only requires “ability to influence.”

The CVRA requires that plaintiffs get full reimbursement for legal fees associated with any successful challenge. ***These can be lessened or eliminated if the district follows a strict and prompt process for districting.***

REDISTRICTING PARTNERS

What is Districting

Definition

Districting is the initial process of creating election district boundaries.

These boundaries determine:

- Eligibility to run for office – must live within boundaries to qualify for election.
- Who votes in the election – only voters within the election district.

REDISTRICTING PARTNERS

What is Districting

Definition

Districting is the initial process of creating election district boundaries.

These boundaries do not determine:

- How the City decides to govern. The City Council can still work to achieve goals that benefit the district as a whole rather than the interests of any single district.
- How services or relationships between the City and the public are managed.

REDISTRICTING PARTNERS

What is Redistricting?

Redistricting is at its core the act of equalizing population among districts. After a city districts, this occurs every ten years following the release of the decennial US Census datasets.

This is important in order to meet two requirements - one constitutional, one from Supreme Court precedent:

- *Equal Representation (14th Amendment)* - how effective any resident can be at advocating for themselves or being represented within a jurisdiction.
- *One Person One Vote* - equal ability to elect a candidate of choice.

REDISTRICTING PARTNERS

What is the Voting Rights Act?

The Voting Rights Act is federal law that seeks to remedy racial disenfranchisement. It has two sections impacting redistricting:

Section 2 – Majority Minority Districts

Section 5 – Preclearance (inactive)

The California Voting Rights Act prohibits the use of At Large Election Systems in local government if there is Racially Polarized Voting.

REDISTRICTING PARTNERS

What is Gerrymandering

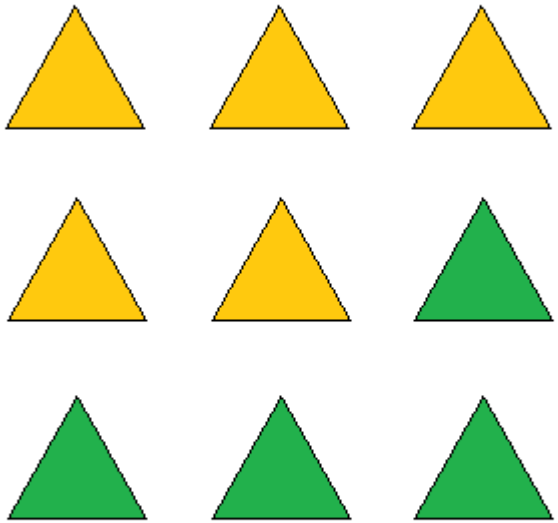
The Gerrymander

The term Gerrymander came from a cartoon depicting a rather serpentine looking district created by Governor Elbridge Gerry in Massachusetts.

REDISTRICTING PARTNERS

What is Gerrymandering

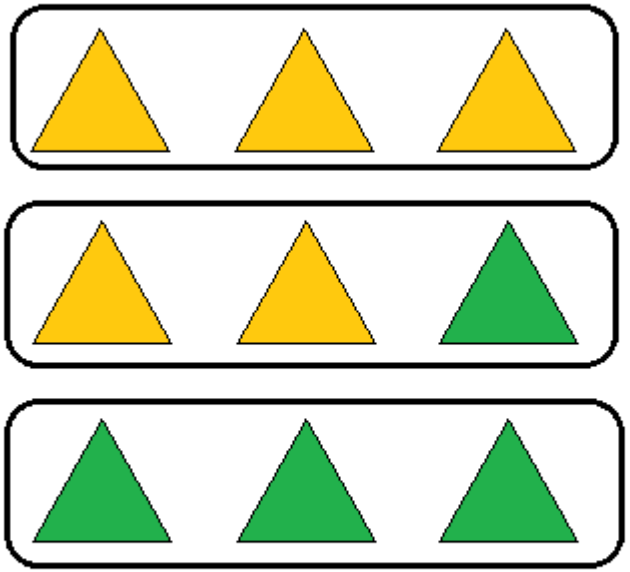
How does gerrymandering work?



REDISTRICTING PARTNERS

What is Gerrymandering

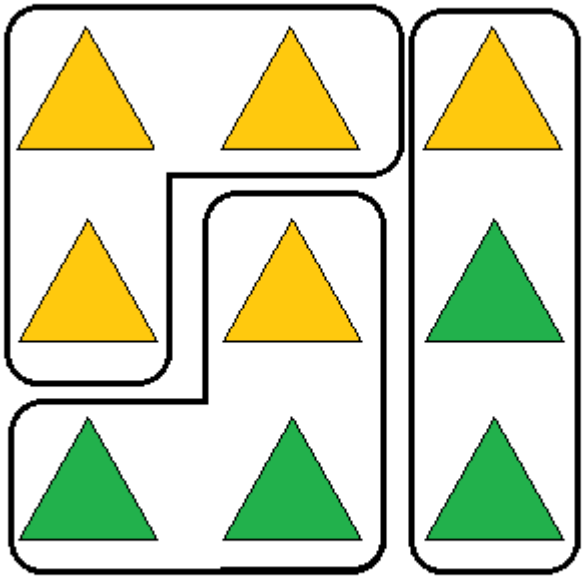
How does gerrymandering work?



REDISTRICTING PARTNERS

What is Gerrymandering

How does gerrymandering work?



REDISTRICTING PARTNERS

What is Gerrymandering

Types of Gerrymanders

The two primary types of gerrymanders are Partisan and Racial, but there are more.

Partisan Gerrymandering – current Supreme Court has determined these *non-justiciable* but some state and local laws have stepped in to ban them.

Racial Gerrymandering – courts have repeatedly found these to be unlawful, but rules are shifting.

Incumbent Gerrymandering – common in any redistricting conducted by the agency itself.

REDISTRICTING PARTNERS

Required Redistricting Criteria

Traditional redistricting principles used throughout the country and written into state law

There are a number of criteria that are required under the FAIR MAPS Act (ranked):

- **Relatively equal size - people, not citizens**
- Contiguous – districts should not hop/jump
- Maintain "*communities of interest*"
- Easily identifiable and understandable lines, following natural and man-made boundaries
- Keep districts compact – appearance/function

REDISTRICTING PARTNERS

Equal Population

Utilizing the US Census Decennial File

What is “equal” population has been a key subject in districting litigation.

- Population Equality is based on “People” not citizens or voters or other metrics.
- 10% deviation presumed equal. Other agencies / states have different plan deviation requirements.

REDISTRICTING PARTNERS

Required Redistricting Criteria

Traditional redistricting principles used throughout the country and written into state law

There are a number of criteria that are required under the FAIR MAPS Act (ranked):

- Relatively equal size - people, not citizens
- **Contiguous – districts should not hop/jump**
- Maintain "*communities of interest*"
- Easily identifiable and understandable lines, following natural and man-made boundaries
- Keep districts compact – appearance/function

REDISTRICTING PARTNERS

Contiguity

Two definitions for what is contiguous

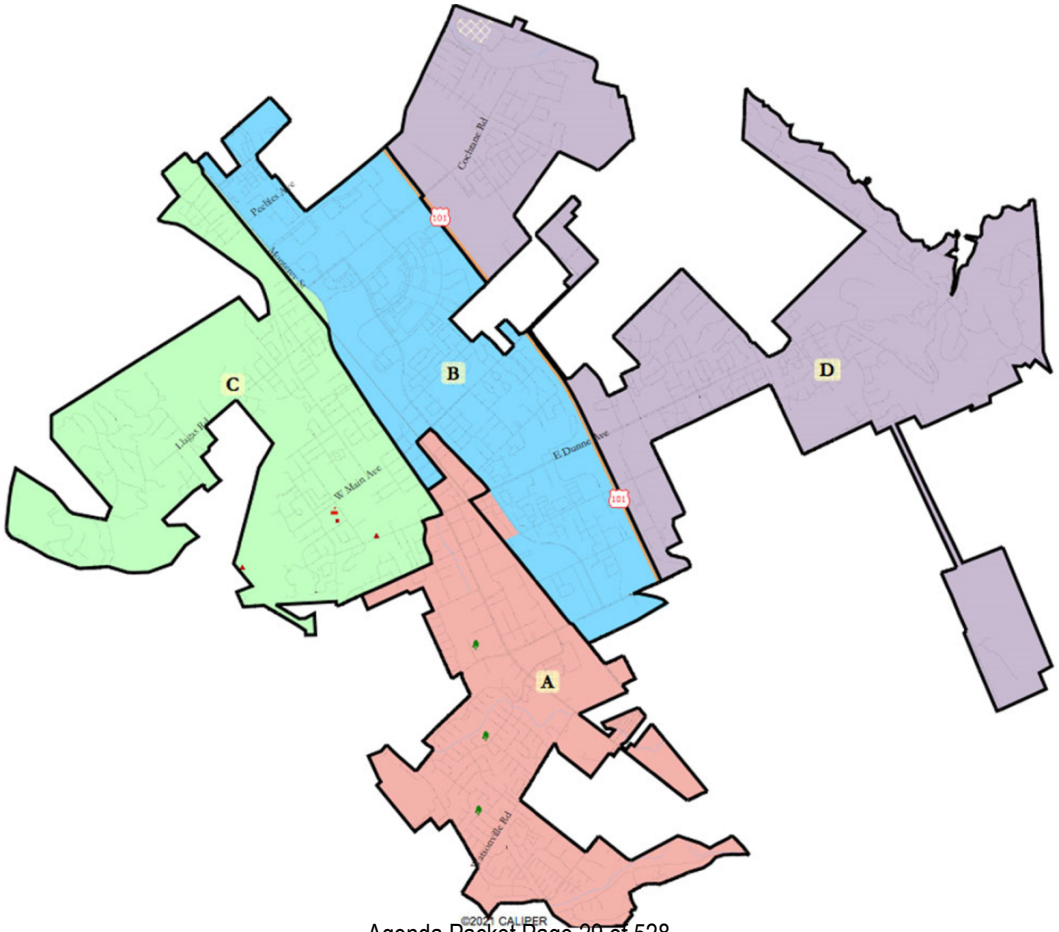
Contiguity should be thought of as "literal" and "functional."

- An area that is one whole piece is "literally contiguous."
- An area that represents how the population functions or how people are connected is "functionally contiguous."

REDISTRICTING PARTNERS

Contiguity

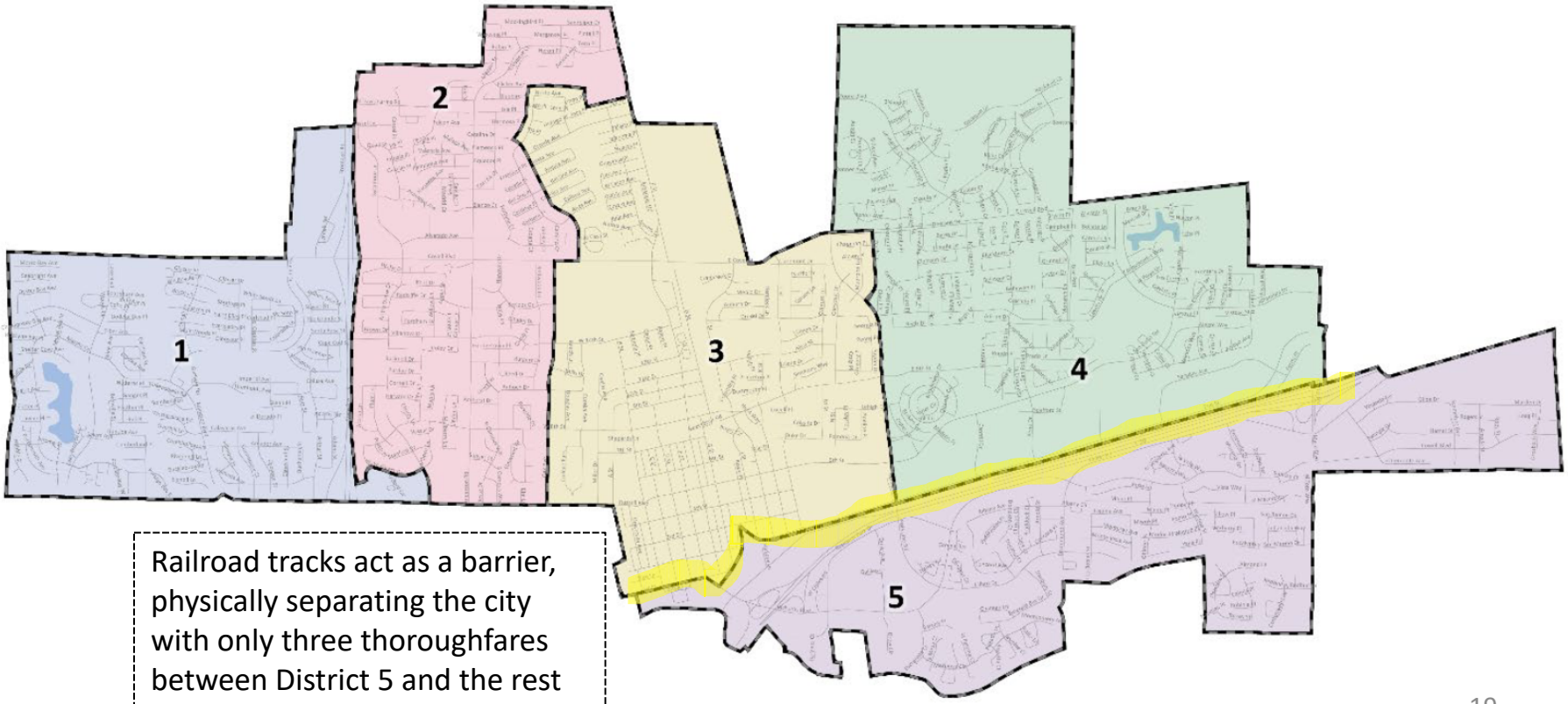
Determining what is “contiguous”



REDISTRICTING PARTNERS

Contiguity

Determining what is "contiguity"



Railroad tracks act as a barrier, physically separating the city with only three thoroughfares between District 5 and the rest of the city.

REDISTRICTING PARTNERS

Required Redistricting Criteria

Traditional redistricting principles used throughout the country and written into state law

There are a number of criteria that are required under the FAIR MAPS Act (ranked):

- Relatively equal size - people, not citizens
- Contiguous – districts should not hop/jump
- **Maintain "*communities of interest*"**
- Easily identifiable and understandable lines, following natural and man-made boundaries
- Keep districts compact – appearance/function

REDISTRICTING PARTNERS

Communities of Interest

Bringing like people together for representation

Communities of interest are the building blocks of election-districts. A community of interest includes ethnic and language minorities and other groups.

- Subjective
- Open-ended to be as inclusive as possible

Examples of Voting Rights Act Communities

- Latinos
- Asians
- African Americans

REDISTRICTING PARTNERS

Required Redistricting Criteria

Traditional redistricting principles used throughout the country and written into state law

There are a number of criteria that are required under the FAIR MAPS Act (ranked):

- Relatively equal size - people, not citizens
- Contiguous – districts should not hop/jump
- Maintain "*communities of interest*"
- **Easily identifiable and understandable lines, following natural and man-made boundaries**
- Keep districts compact – appearance/function

REDISTRICTING PARTNERS

Required Redistricting Criteria

Traditional redistricting principles used throughout the country and written into state law

There are a number of criteria that are required under the FAIR MAPS Act (ranked):

- Relatively equal size - people, not citizens
- Contiguous – districts should not hop/jump
- Maintain "*communities of interest*"
- Easily identifiable and understandable lines, following natural and man-made boundaries
- **Keep districts compact – appearance/function**

REDISTRICTING PARTNERS

Compactness

Determining what is “compact”

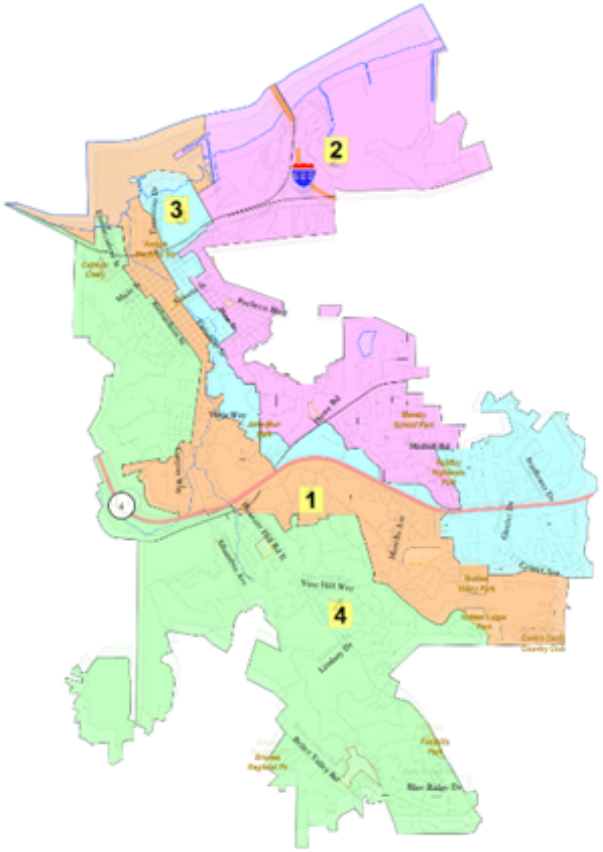
The measure of compactness can get complicated.

- Ratio of the circumference of a district and the area of a district.
- Measuring the number of distinct straight lines and the number of kinks and bends.
- Simply outlawing funny shapes.

REDISTRICTING PARTNERS

Compactness

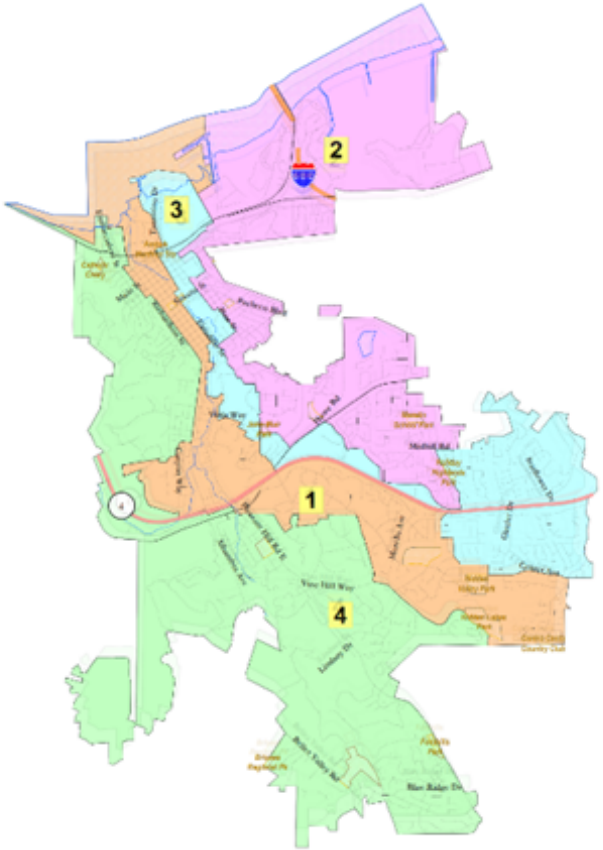
Determining what is “compact”

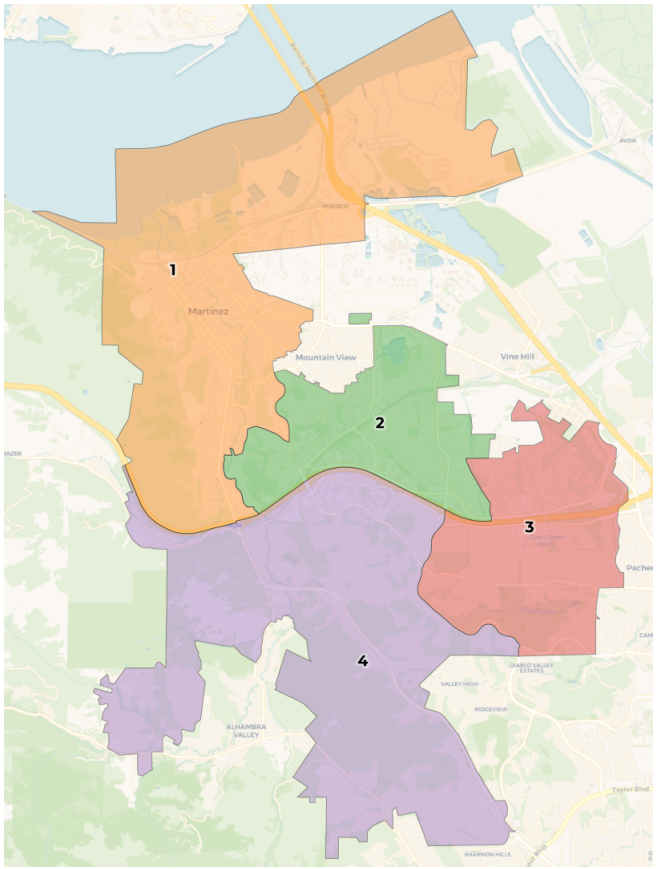


REDISTRICTING PARTNERS

Compactness

Determining what is “compact”





REDISTRICTING PARTNERS

Additional Redistricting Rules

Criteria required beyond Traditional Principles

The FAIR MAPS Act adds more criteria to the process.

- Not consider Incumbents / Candidates.
- Not draw districts to advantage or disadvantage a political party.
- Hold minimum set of hearings, encourage public engagement.
- Posting of all districting/redistricting information on a website that is maintained *for the next 10 years*.

REDISTRICTING PARTNERS

The Mechanics of Redistricting

Census Data

Census Files come in two parts:

Geography – the underlying framework of the data

Data – the counts of population and demographics

And they can convey different information:

Point in Time – Decennial Census

Multi-year Averages – Trends/Estimates

REDISTRICTING PARTNERS

The Mechanics of Redistricting

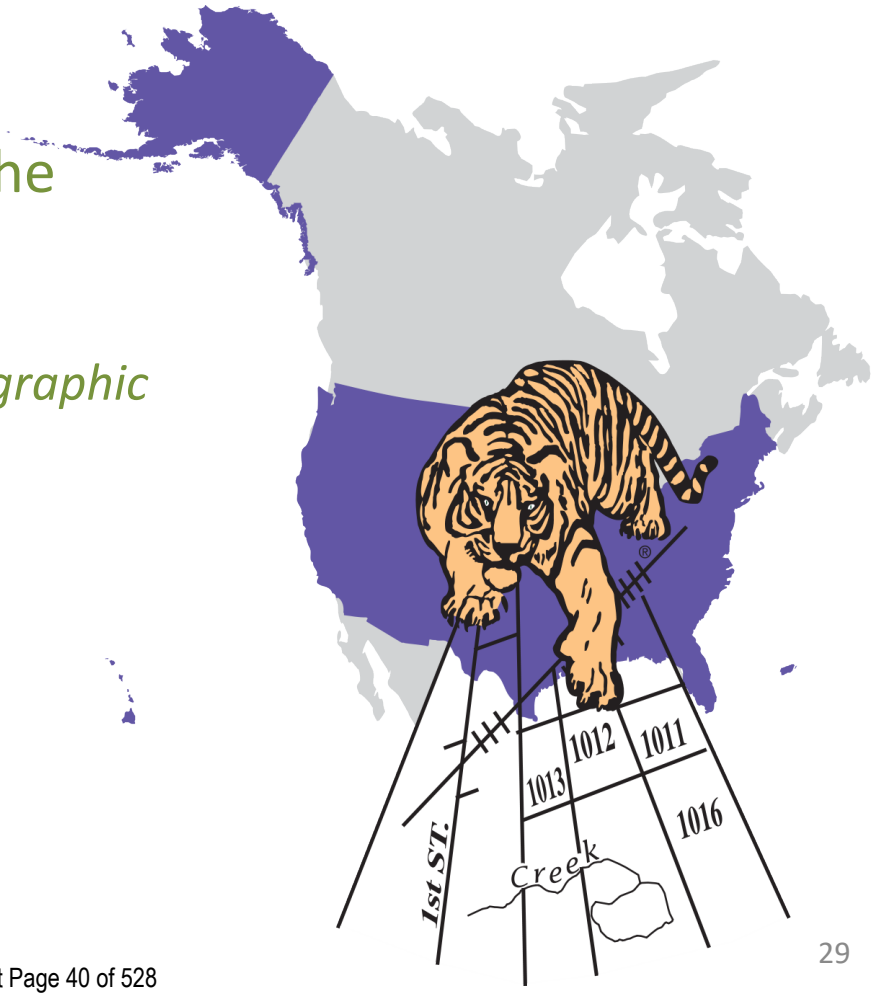
Census Data

The Geography is called the TIGER Files

- Topologically Integrated Geographic Encoding and Referencing

- Nested geographic units

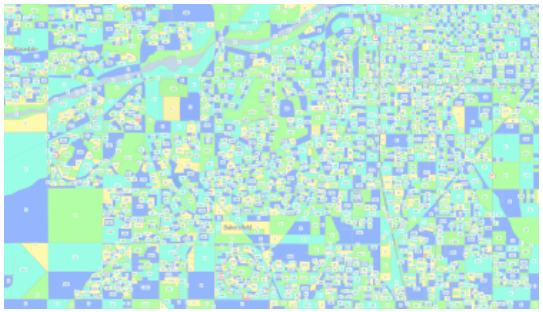
- *Block*
- *Block Group*
- *Tract*



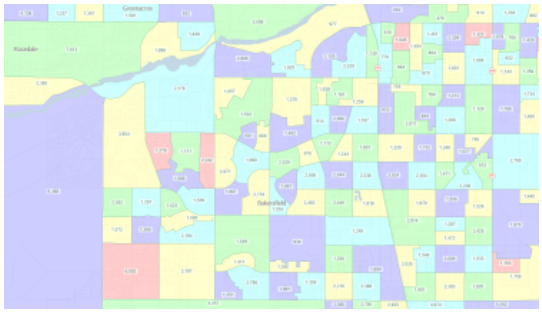
REDISTRICTING PARTNERS

The Mechanics of Redistricting

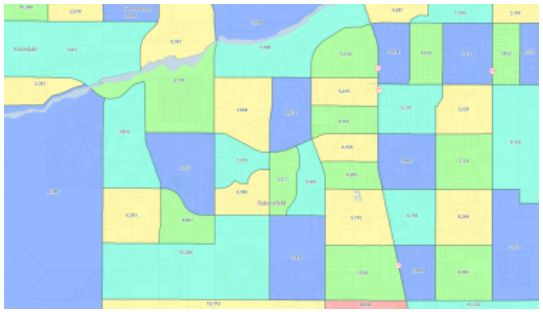
Census Data



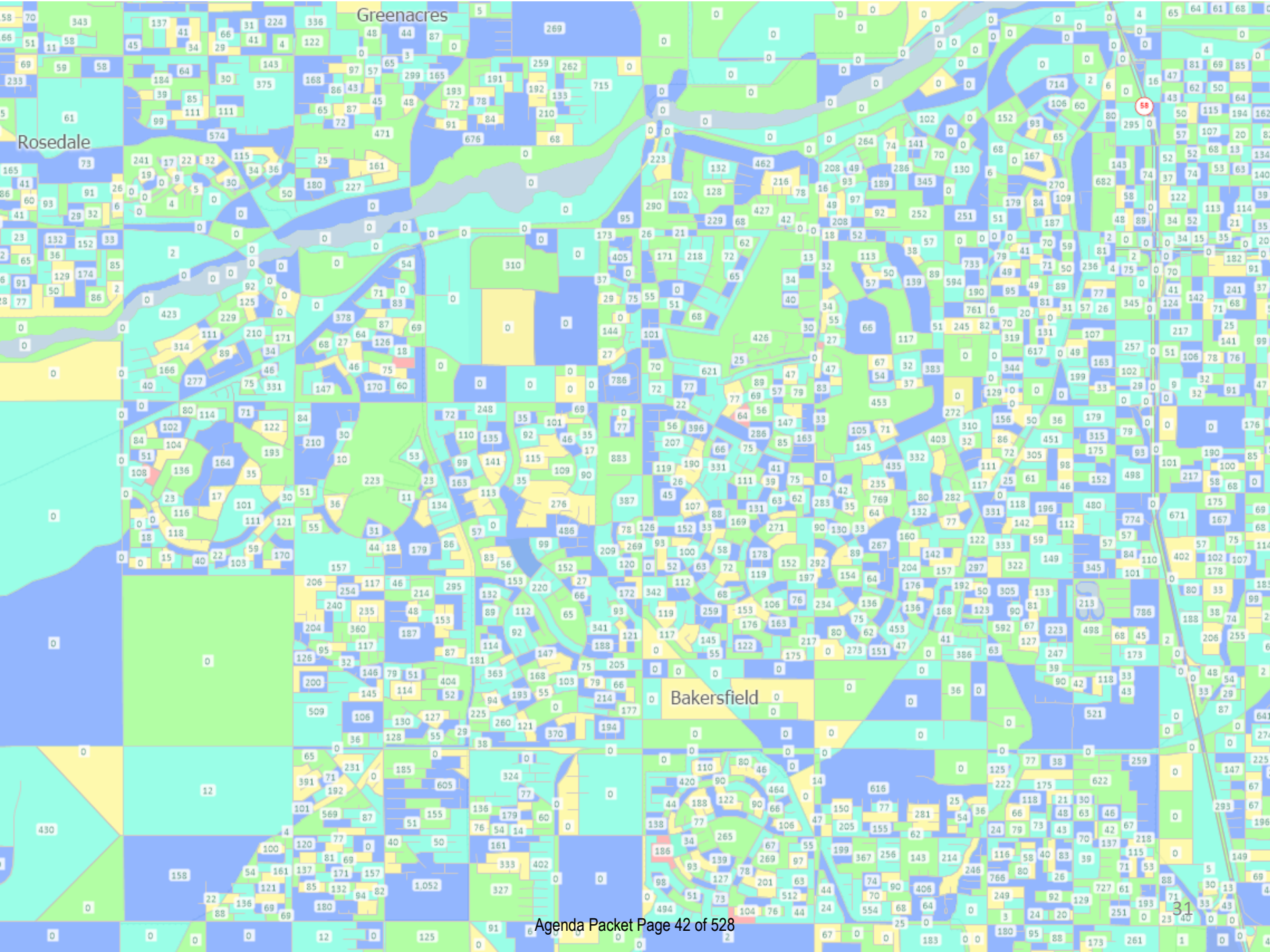
Census Blocks

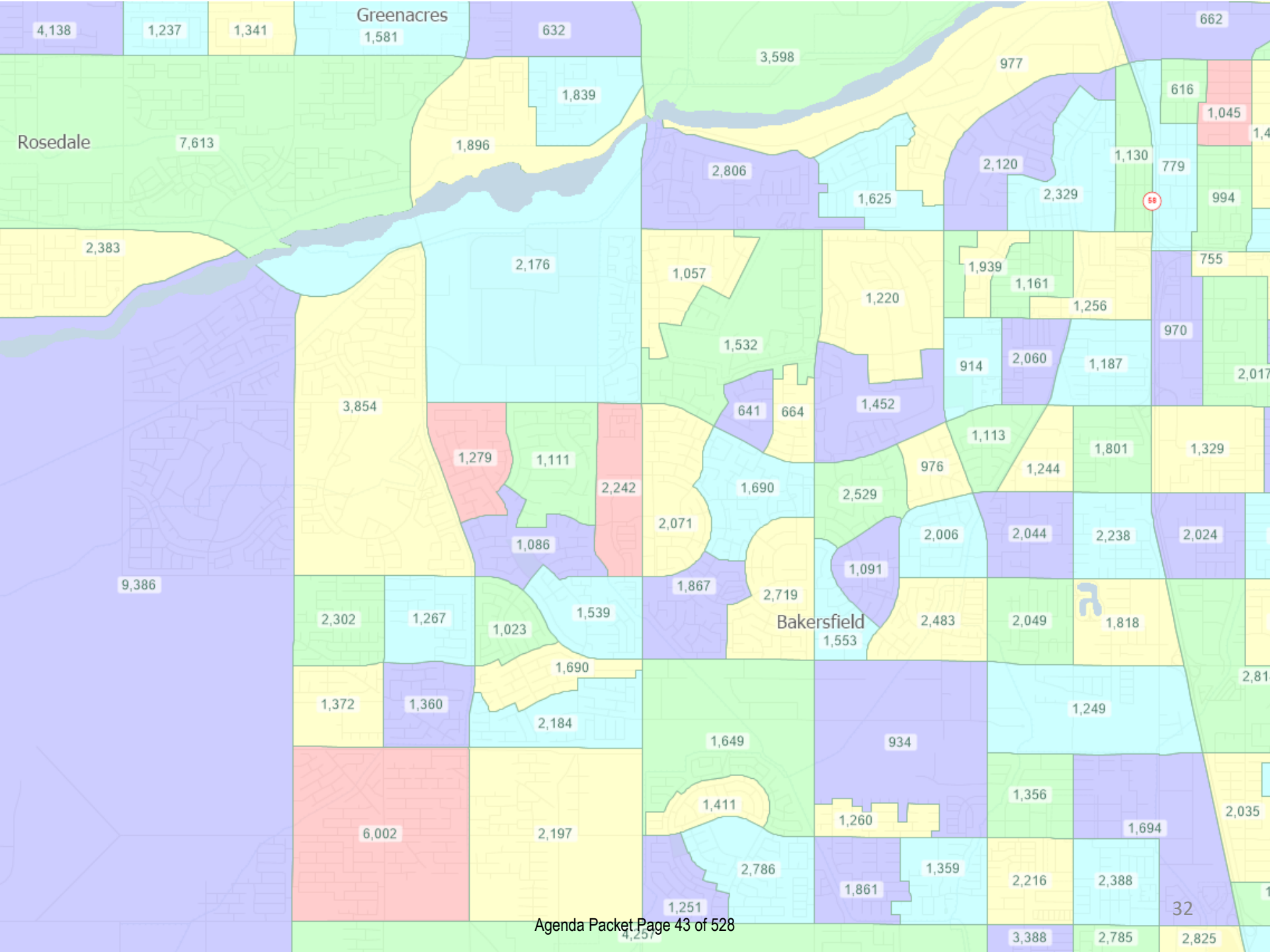


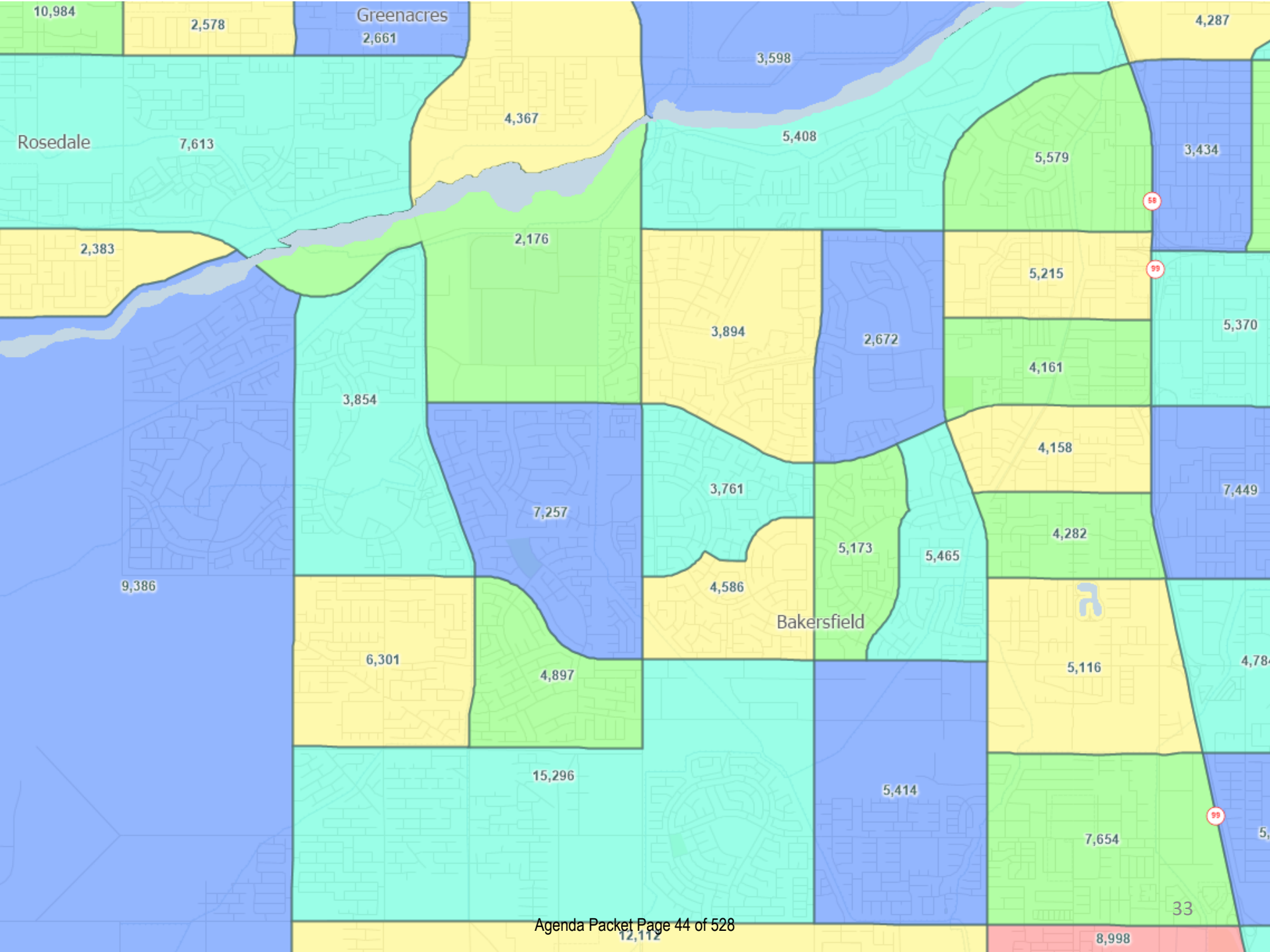
Census Block Groups



Census Tracts


Greenacres
Rosedale
Bakersfield
58


Greenacres
Rosedale
Bakersfield
4,138
1,237
1,341
1,581
632
662
3,598
977
1,839
616
1,045
7,613
1,896
2,806
1,625
2,120
2,329
1,130
779
994
2,383
2,176
1,057
1,220
1,939
1,161
1,256
755
1,532
970
914
2,060
1,187
2,017
3,854
641
664
1,452
1,113
1,801
1,329
1,279
1,111
2,242
1,690
976
1,244
2,529
2,071
2,006
2,044
2,238
2,024
1,086
1,091
9,386
1,867
2,719
1,539
2,302
1,267
1,023
2,483
2,049
1,818
1,553
1,690
1,372
1,360
2,184
1,249
1,649
934
1,411
1,356
1,260
2,035
6,002
2,197
1,694
2,786
1,359
2,216
2,388
1,861
1,251
4,257
3,388
2,785
2,825


10,984
2,578
Greenacres
2,661
3,598
4,287
Rosedale
7,613
4,367
5,408
5,579
3,434
2,383
2,176
5,215
5,370
3,894
2,672
4,161
3,854
4,158
3,761
7,449
7,257
4,282
5,173
5,465
9,386
4,586
Bakersfield
6,301
4,897
5,116
15,296
5,414
7,654
12,112
8,998

REDISTRICTING PARTNERS

The Mechanics of Redistricting

Census Data

Two different datasets most commonly used in redistricting:

- PL 94-171 - the Decennial Census File
  - Census Block Geography
  - Total Population Counts for April 1, 2020, used to determine the size of each district
  - Even though we are now in 2026, we are still required to use this dataset to balance the districts.

REDISTRICTING PARTNERS

The Mechanics of Redistricting

Census Data

The census data file the city is required to use will be slightly different:

- Statewide Prisoner Reallocation
  - California Statewide Database | UC Berkeley – adjusted population removing state prison population and reallocating them based on where they lived prior to being incarcerated.
  - This allows a more equitable redistricting.

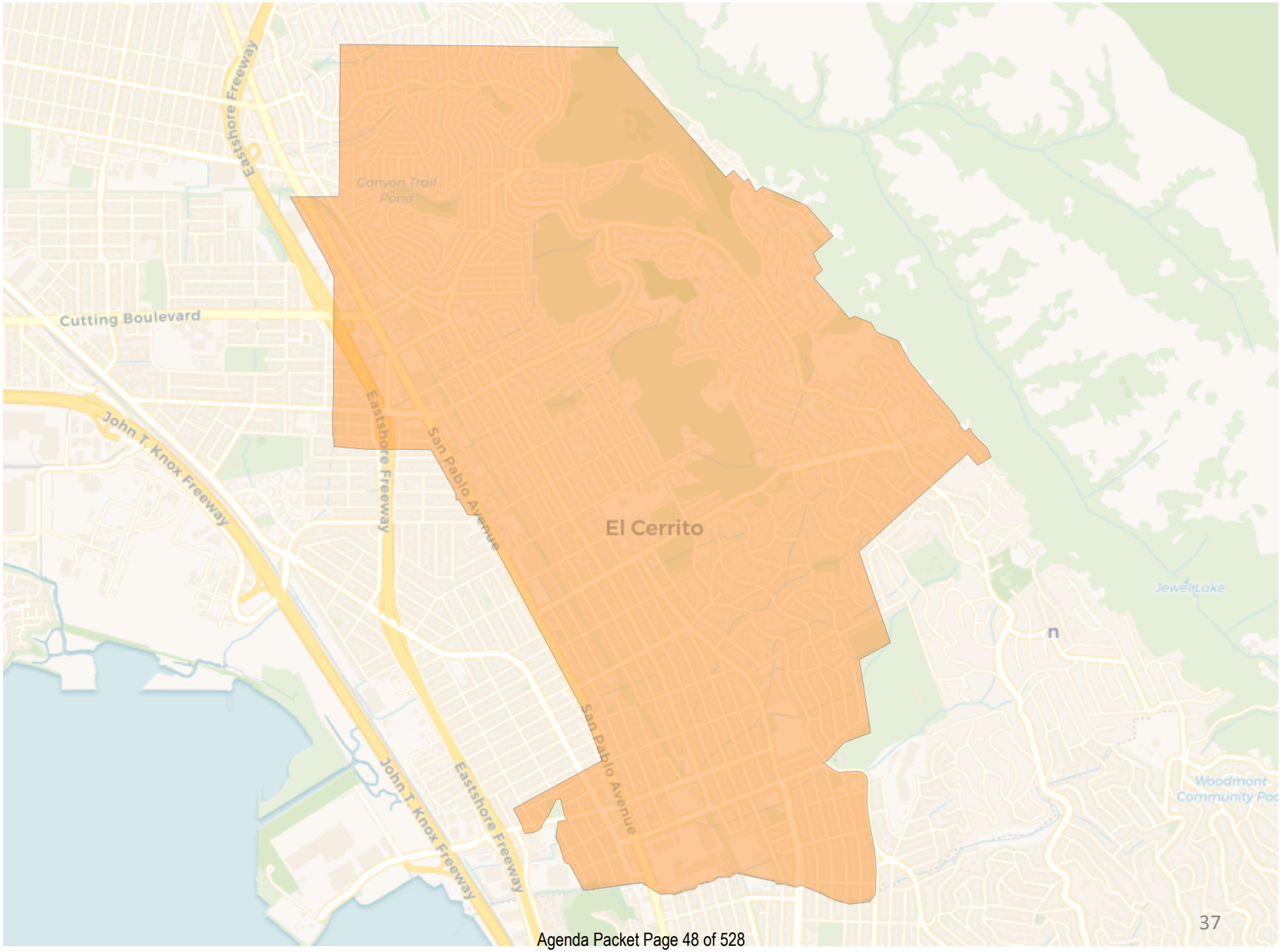
REDISTRICTING PARTNERS

The Mechanics of Redistricting

Census Data

Two different datasets most commonly used in redistricting:

- American Community Survey (ACS)
  - Census Block Group and Census Tract or larger geographies
  - Results in estimated data that provides more context to the Census results with demographic and socioeconomic info.
  - Provides Citizen Voting Age Population (CVAP)


Eastshore Freeway
Canyon Trail Pond
Cutting Boulevard
John T. Knox Freeway
Eastshore Freeway
San Pablo Avenue
El Cerrito
Jewel Lake
John T. Knox Freeway
Eastshore Freeway
San Pablo Avenue
Woodmont Community Poc

REDISTRICTING PARTNERS

City of El Cerrito

At Large

2020 Census

	El Cerrito
Population	26,000
Deviation	0
Deviation %	0.0%
Other	13,809
Other %	53.1%
Latino	3,085
Latino %	11.9%
Asian	7,702
Asian %	29.6%
Black	1,404
Black %	5.4%

Citizen Voting Age Population (CVAP)

	El Cerrito
Total CVAP	18,402
Other CVAP	10,557
Other CVAP %	57.4%
Latino CVAP	2,286
Latino CVAP %	12.4%
Asian CVAP	4,599
Asian CVAP %	25.0%
Black CVAP	960
Black CVAP %	5.2%

REDISTRICTING PARTNERS

City of El Cerrito

First two public hearings devoted to community of interest testimony gathering and education on districting process

Public Hearing Schedule

May 5, 2026	**First public hearing**
May 19, 2025	Second public hearing
June 9, 2026	Third public hearing (first maps hearing)
June 16, 2026	Fourth public hearing
July 7, 2026	Fifth public hearing (vote on maps)

REDISTRICTING PARTNERS

EL CERRITO

Districting 101

May 5, 2026

EL CERRITO CITY COUNCIL PROCLAMATION

Designating May 17 through 23, 2026 as National Public Works Week in the City of El Cerrito

WHEREAS, Public Works personnel focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, safety, and quality of life of the people of El Cerrito; and

WHEREAS, Public Works personnel of the City of El Cerrito are involved in the maintenance, planning, design, and construction of streets, multimodal transportation facilities, parks, playfields, open space, creeks, paths, storm drains, stormwater treatment, public buildings; operations of recycling, solid waste and environmental programs and facilities; right-of-way management; and emergency planning; and

WHEREAS, El Cerrito Public Works personnel are first responders during emergencies, such as flooding and severe weather events, and provide key support to emergency response partners, help protect essential services, and restore those services following an emergency; and

WHEREAS, it is in the public interest for El Cerrito community members, including civic leaders and children, to gain knowledge of and to maintain a progressive interest and understanding of the importance of Public Works infrastructure and services in our city; and

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association; and

WHEREAS, the 2026 National Public Works Week theme is “Rooted in Service, Powered by Community”, recognizing the dedication of public works personnel whose visible and behind the scenes efforts are essential to supporting and strengthening the community.

NOW THEREFORE, the City Council of the City of El Cerrito does hereby proclaim the week of May 17 through 23, 2026 as “National Public Works Week” in the City of El Cerrito and encourages all residents, businesses, and community organizations to recognize the substantial contributions Public Works personnel make to protect our health, safety, and quality of life.

Dated: May 5, 2026

_____

Gabe Quinto, Mayor

EL CERRITO CITY COUNCIL PROCLAMATION

Recognizing May as Affordable Housing Month in the City of El Cerrito

WHEREAS, quality affordable homes are vital to healthy, safe, and racially just communities; and

WHEREAS, after 42 years, East Bay Housing Organizations proudly continues to champion affordable housing in the East Bay, fostering a racially and economically just community for all; and

WHEREAS, stable affordable homes are the solution to homelessness, and support seniors, families, youth, veterans, immigrants, people with disabilities, and our whole community; and

WHEREAS, for two years in a row both the President and the Governor of California have proposed budgets that dramatically cut funding for affordable housing which, if actualized would reduce federal affordable housing assistance by 44%; and

WHEREAS, a $10 billion statewide bond has been proposed to fund the construction of these affordable homes; and

WHEREAS, across California there are over 39,000 affordable homes ready to be built but lacking the financing to begin construction; and

WHEREAS, in 2025 the Transit-Oriented Development at El Cerrito Plaza BART Station began construction on Phase I that will provide 70 new affordable homes in 2027; and

WHEREAS, in 2026 Elora Apartments, located at 11690 San Pablo Avenue, completed construction of 69 new affordable homes; and

WHEREAS, the El Cerrito *Affordable Housing Strategy*, *Housing Element* and *San Pablo Avenue Specific Plan* provide policy tools/actions that support the City's Prohousing Designation by providing affordable housing; and

WHEREAS, our housing affordability crisis is a regional issue requiring regional solutions and cooperation between local jurisdictions through the Bay Area Housing Finance Authority; and

WHEREAS, May is recognized as Affordable Housing Month across the Bay Area in joint acknowledgement of the coordinated, regional work necessary to ensure that everyone has an affordable and stable home.

NOW THEREFORE, the City Council of the City of El Cerrito does hereby proclaim May as Affordable Housing Month in El Cerrito and encourages residents to participate in Affordable Housing Month activities listed at www.ebho.org.

Dated: May 5, 2026

_____

Gabe Quinto, Mayor

EL CERRITO CITY COUNCIL PROCLAMATION

Recognizing May as Jewish American Heritage Month

WHEREAS, Jewish Americans have been an important part of the American story and have greatly contributed to all areas of American life and culture since our nation's earliest days; and

WHEREAS, on April 20, 2006, the Federal Government proclaimed May as Jewish American Heritage Month, stating, "As a nation of immigrants, the United States is better and stronger because Jewish people from all over the world have chosen to become American citizens," and, since then, proclamations in support of Jewish American Heritage Month have been made by Presidents of the United States annually; and

WHEREAS, generations of Jews have fled to the United States in search of a better life for themselves and their families, and these immigrants made invaluable contributions in support of equality and civil rights through their leadership and achievements; and

WHEREAS, as of early 2026, the San Francisco Bay Area holds the nation's fourth-largest Jewish population at approximately 350,000 individuals (including those in households with Jewish members), making up roughly 4% of the region's total population; and

WHEREAS, Jewish Americans are racially, ethnically, socially, politically, and economically diverse, and around 25 percent of Bay Area Jewish households include a person of color, increasing to nearly 66 percent of among those 35 and younger. One in ten households also includes an LGBT individual; and

WHEREAS, Jewish Americans are facing an alarming rise in antisemitic incidents—a reported 344 percent increase over the past five years by the Anti-Defamation League—including but not limited to physical attacks, vandalism, verbal and physical harassment, and hateful comments posted on social media; and

WHEREAS, the City of El Cerrito shares an obligation to condemn and combat antisemitism wherever it exists, to include Jewish Americans in all facets of civic life, and to stand with the Jewish American community against hatred or bigotry in our city and country.

NOW THEREFORE, the City Council of the City of El Cerrito does hereby proclaim the month of May 2026 as Jewish American Heritage Month in appreciation of the achievements and contributions made by members of the Jewish community, calls upon all residents to celebrate Jewish Americans who have woven the fabric of our country and community, and supports opportunities to learn more about Jewish American history and culture.

Dated: May 5, 2026

_____

Gabe Quinto, Mayor

EL CERRITO CITY COUNCIL PROCLAMATION

Declaring the Month of May 2026 is Asian American, Native Hawaiian, and Pacific Islander Heritage Month in the City of El Cerrito

WHEREAS, the earliest Asian Americans immigrated to the United States in the 1800s and many Asian laborers contributed to the completion of the transcontinental railroad during the 1860s, and in the development of California's agricultural industry to this day. Asian Americans, Native Hawaiian and Pacific Islanders have played a critical role in the social, economic, and political development of California throughout its history; and

WHEREAS, Asian Americans, Native Hawaiians, and Pacific Islander immigrants have contributed greatly to California's economic success, rural growth and urban development; and

WHEREAS, Asian Americans, Native Hawaiians, and Pacific Islander entrepreneurs have led many of California's businesses to the pinnacle of their respective industries; and

WHEREAS, over 26 million Asian Americans, Native Hawaiians, and Pacific Islanders in the nation are one of the fastest growing ethnic populations in the country; and

WHEREAS, Asian Americans, Native Hawaiians, and Pacific Islanders represent 29.5 percent of El Cerrito's population, representing ancestries throughout Asia; and

WHEREAS, Asian Americans, Native Hawaiians, and Pacific Islanders will continue to be an important part of El Cerrito's cultural diversity and understanding; and

WHEREAS, Asian Americans, Native Hawaiians, and Pacific Islanders have a proud legacy of service and dedication to our community, our City, our State and our Country; and

WHEREAS, May has become a symbolic month in which Asian Americans, Native Hawaiians, and Pacific Islanders and supporters come together in various celebrations of culture, traditions and history.

NOW THEREFORE, the City Council of the City of El Cerrito does hereby proclaims the month of May 2026 Asian American, Native Hawaiians, and Pacific Islander Heritage Month in the City of El Cerrito and invites everyone to reflect on the notable accomplishments and outstanding services provided by Asian Americans, Native Hawaiians, and Pacific Islanders to the Nation, California and the City of El Cerrito.

Dated: May 5, 2026

_____

Gabe Quinto, Mayor

EL CERRITO CITY COUNCIL PROCLAMATION
Recognizing May 14, 2026, as Bike to Wherever Day

WHEREAS, May is National Bike Month; and

WHEREAS, bicycling has multiple environmental, economic, social, and personal and public health benefits; and

WHEREAS, the City of El Cerrito is committed to creating a Citywide bikeway network that attracts users of all ages and abilities; and

WHEREAS, in April 2016, the City Council adopted a citywide Active Transportation Plan, an update to the City's Circulation Plan for Bicyclists and Pedestrians, adopted in 2007; and

WHEREAS, in 2024 the City updated its Climate Action and Adaptation Plan (CAAP), originally adopted by the City Council in 2013, setting an ambitious goal of carbon neutrality by 2045 and identifying increased bicycling as a primary strategy to reduce transportation related greenhouse gas emissions; and

WHEREAS, the San Francisco Bay Area's Bike to Wherever Day will take place on Thursday, May 14, 2026, with all nine Bay Area counties participating in the event; and

WHEREAS, as part of Bike to Wherever Day, energizer stations will be located along Bay Area commuter routes, including along the Ohlone Greenway at the El Cerrito Plaza BART Station, where cyclists can stop for refreshments, giveaways, bicycle safety information, or just to be 'cheered on' by fellow participants and city staff; and

WHEREAS, drivers should remember to drive the speed limit, share the roadway, and always watch for bicyclists; and

WHEREAS, the City Council encourages everyone to consider participating in Bike to Wherever Day and other Bike Month activities, to participate in a bicycle safety class, and to consider bicycling more often.

NOW THEREFORE, the City Council of the City of El Cerrito does hereby proclaim May 14, 2026, Bike to Wherever Day in the City of El Cerrito, recognizing the environmental, economic, social, and personal and public health value of increased bicycle use and encouraging participation in the annual Bike to Wherever Day and other bicycling activities during the month of May.

Dated: May 5, 2026

_____
Gabe Quinto, Mayor

AGENDA BILL

Agenda Item No. 7.F.

Date: May 5, 2026
To: El Cerrito City Council
From: Christina Leard, Acting Senior Management Analyst; Public Works Department
Subject: Environmental Quality Committee Appointment Recommendation

ACTION PROPOSED

Approve an Environmental Quality Committee recommendation to appoint Mordecai Stayton to the Environmental Quality Committee, effective May 5, 2026.

BACKGROUND/ANALYSIS

In late January 2026, the City received an application for appointment to the Environmental Quality Committee (EQC) from Mordecai Stayton. At the April 14, 2026, regular meeting of the EQC, the Committee interviewed Mr. Stayton and voiced their support for his appointment and voted unanimously to recommend to the City Council that Mr. Stayton be appointed to the EQC.

Mr. Stayton has been a resident of El Cerrito for 20 years. In his application and interview to serve on the EQC, he voiced his interest in getting involved with the community in which he lives, as well as contributing to solving environmental challenges facing the local and global community. Mr. Stayton holds a master's degree in international studies and a bachelor's degree in history and brings to the EQC 13 years of experience in communications, both digital and print, on content management and creation, operations and processes, and translating complex concepts for experts and non-experts alike.

If the City Council approves this recommendation, the number of Committee members will be six (6) out of a possible membership total of fifteen (15).

STRATEGIC PLAN CONSIDERATIONS

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

- *Livability and Belonging; and*
- *Environmental Sustainability.*

ENVIRONMENTAL CONSIDERATIONS

The Environmental Quality Committee supports the City in developing programs and policies that help protect the local environment (e.g., Expanded Foodware Ordinance), while also engaging in activities that have a direct impact on environmental quality (e.g., volunteer litter and creek cleanups).

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:
Application(s) on file with the City Clerk.

AGENDA BILL

Agenda Item No. 7.G.

Date: May 5, 2026
To: El Cerrito City Council
From: Claire Coleman, Budget and Financial Services Manager; Crystal Reams, Finance Director/City Treasurer, Finance Department
Subject: FY 2025-26 Third Quarter General Fund Budget Update through March 31, 2026

ACTION PROPOSED

Receive and file an update on City General Fund revenues and expenses for FY 2025-26 through March 31, 2026.

BACKGROUND AND ANALYSIS

The El Cerrito City Council adopted an annual Budget for FY 2025-26 on June 17, 2025, as part of the FY 2024-25 and 2025-26 Biennial Budget. The Council has closely monitored the City's budget and financial position and directed City staff to submit quarterly General Fund financial update reports. The attached FY 2025-26 Third Quarter General Fund Update reflects the third quarter of revenues collected and expenditures completed by the City.

The report shows the third quarter revenues at $34.5 million (64% of budget) and expenditures at a total of $42.2 million (74% of budget). The projected year-end total General Fund Balance is estimated to be $21.1 million. This includes $7.5 million designated for the Emergency Disaster Relief Fund (EDRF) and $3 million in the Section 115 Trust, and represents 32% of expenditures (excluding the Section 115 Pension Trust) and 37% (including the Section 115 Pension Trust).

Staff have calculated these numbers based on the most current information as of the date of the report, but it is important to note that City revenues and expenditures are highly cyclical and vary throughout the year. Some major expenses are paid up front at the beginning of the fiscal year, including insurance premiums, while most major revenue types (property taxes, sales taxes, utility taxes) are received on a lag.

STRATEGIC PLAN CONSIDERATIONS

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

- *High Performing Organization* by ensuring the City maintains a strong financial position – and will allow the City Manager to develop a plan to ensure that Citywide revenue meets the cost of providing Citywide services, including adequate reserves in the face of significant unanticipated revenue shortfalls; and ensures procedures that represent best practices in financial management.

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

FINANCIAL CONSIDERATIONS
The FY 2025-26 General Fund Third Quarter Update reflects revenues totaling $34.5 million (64% of budget), and expenditures of a total of $42.2 million (74% of budget). The projected year-end total fund balance is estimated to be $21.1 million; this includes $7.5 million designated for the EDRF and $3 million in the Section 115 Trust.

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

Reviewed by:

Karen Pinkos, City Manager

Attachments:
1. FY 2025-26 3rd Quarter General Fund Update

General Fund Budget Update
Quarter 3 FY 2025-26
01/01/2026-03/31/2026

EXECUTIVE SUMMARY

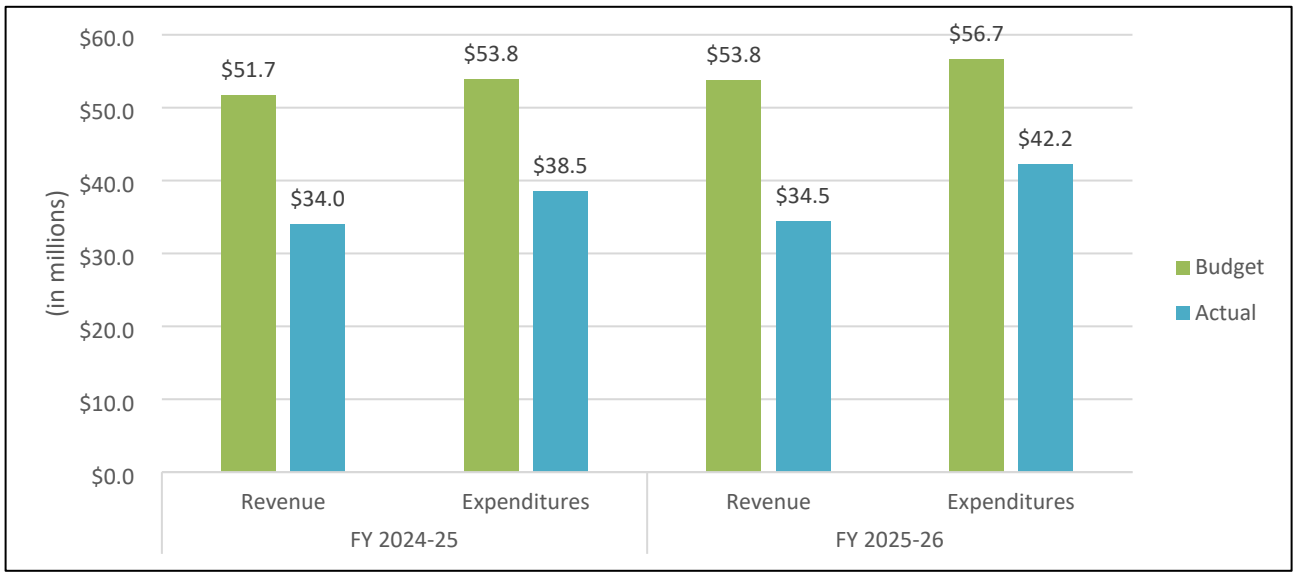
The City of El Cerrito is pleased to submit the fiscal year (FY) 2025-26 Third Quarter General Fund Budget Update for the period of January 1, 2026 through March 31, 2026. This report provides a high-level overview of the City's budget status, including how revenues and expenditures are progressing relative to the budget.

As of March 31, 2026, General Fund revenues total 64% of the adopted budget and General Fund expenditures total 74% of the adopted budget, consistent with normal timing patterns. Major revenues such as property, sales, and utility taxes are received on a lag, and receipts to date align with the expected third quarter timing of these revenue sources, including the first tranche of property taxes received in December. The second major tranche of property taxes were received in April as expected, but are not reflected in the March 31 numbers. Expenditures include several large expenses paid at the beginning of the year and some programs that occur early in the fiscal year.

During the second and third quarters of FY 2025-26, the City Council approved several large projects using one-time fund balance, resulting in a planned, one-time budgeted use of fund balance for the fiscal year. Staff project an ending General Fund balance of approximately $21.1 million, equal to about 37% of annual expenditures.

Graph 1 compares revenues and expenditures for the third quarter of FY 2024-25 and FY 2025-26.

Graph 1: Budget to Actuals Comparison of Revenues and Expenditures, FY 2024-25 and FY 2025-26



GENERAL FUND REVENUES

For the third quarter of FY 2025-26, General Fund revenues total 64% of the amended budget. This is similar to the City's budget progress for FY 2024-25, when revenues received by March 31 were 66% of budget.

Table 1 shows General Fund revenues by classification for the third quarter of FY 2024-25 and FY 2025-26.

Table 1: Quarter 3 General Fund Revenue by Classification

Classification	FY 2024-25			FY 2025-26			% Change in Actuals FY25 to FY26
	Amended Budget	Q3 Actuals	% of Budget	Amended Budget	Q3 YTD Actuals	% of Budget	
Property Taxes	$16,461,935	$8,875,719	54%	$18,080,310	$9,410,700	52%	6%
Sales Taxes	4,517,790	2,739,587	61%	4,616,381	2,762,543	60%	1%
Measure R Sales Tax	4,459,000	2,483,562	56%	4,581,000	2,550,717	56%	3%
Transient Occupancy Taxes	100,000	58,354	58%	100,000	57,356	57%	-2%
Franchise Fees	1,380,000	562,489	41%	1,380,000	654,449	47%	16%
Business License Taxes	1,182,817	1,135,283	96%	1,206,473	1,187,208	98%	5%
Property Transfer Taxes	3,000,000	1,756,977	59%	3,200,000	2,334,610	73%	33%
Utility Users' Taxes	3,694,260	2,703,480	73%	3,700,000	2,587,926	70%	-4%
Other Taxes	1,500	57	4%	1,500	2,707	180%	4625%
Taxes Totals	**$34,797,302**	**$20,315,508**	**58%**	**$36,865,664**	**$21,548,216**	**58%**	**6%**
Licenses & Permits	$1,007,000	$1,156,495	115%	1,073,280	1,092,200	102%	-6%
Fines & Forfeitures	130,000	121,802	94%	130,000	180,392	139%	48%
Use of Money and Property	957,000	541,826	57%	830,600	473,310	57%	-13%
Intergovernmental Revenues	5,334,401	4,564,374	86%	5,551,043	3,951,068	71%	-13%
Charges for Services	7,839,237	6,177,311	79%	7,550,502	5,922,807	78%	-4%
Other Revenue	630,000	378,670	60%	747,200	511,695	68%	35%
Other Financing Sources	1,002,039	752,447	75%	1,031,502	774,544	75%	3%
Totals	**$51,696,979**	**$34,008,433**	**66%**	**$53,779,792**	**$34,454,231**	**64%**	**1%**

Taxes

The City received the first tranche of **Property Taxes** in December. The City also received a large tranche in April and will receive a final true-up in June. The April revenues are not included in this report, as they were received after the March 31 end date. As of March 31, 2026, Property Tax receipts total 52% of the annual budget, which is consistent with the expected third quarter timing of these revenues.

Sales and Use Taxes are received on a two-to-three-month lag depending on when the funds are remitted to the City by the California Department of Tax and Fee Administration (CDTFA). As of March 31, 2026, the City has received seven months of sales and use tax receipts, and total receipts to date are consistent with the amended budget and slightly higher compared with the same period of the prior fiscal year.

Transient Occupancy Taxes (TOT), also known as hotel taxes, comprise a very small component of El Cerrito's budget. This is due to the small number of hotel/motel businesses in the city. TOT receipts are received quarterly, and the City has recorded two quarterly payments for FY 2025-26 as of the end of March.

Franchise Fees are charges imposed on a utility or service provider as consideration (i.e., rent or compensation) for the privilege of using the city's public rights-of-way or other public property to operate its business. The City has video/cable franchisees, energy (electric and gas) franchisees, and solid waste franchisees. Franchise fees are trending higher in FY 2025-26 than in the prior fiscal year primarily due to changes in rates by energy and solid waste franchisees.

Business License Taxes are paid primarily at the beginning of the fiscal year by anyone doing business in El Cerrito. As per El Cerrito Municipal Code, the Business License Tax rate increases by inflation as calculated by the change in consumer price index (CPI) each fiscal year. The City has received 98% of the budgeted revenues for Business License Taxes. The remainder of the budget accounts for new businesses and businesses who are

delayed on their tax payments.

Property Transfer Taxes (RPTT) are received on a one- to two-month lag from the County, who collects property taxes and property transfer taxes on behalf of El Cerrito. As of March 31, the City had received eight months of property transfer tax receipts and eleven refund requests through the RPTT rebate program for seismic upgrades and energy and water conservation projects. In the first three quarters of the fiscal year, a steady number of properties continued to change ownership including some larger commercial properties. The difference in receipts for the third quarter of 2025-26 versus the same period of FY 2024-25 is attributable to the number of properties that sold in that period and is highly variable.

Utility Users' Taxes (UUT) receipts are trending as expected for the third quarter of the fiscal year, but slightly below the prior year's third quarter receipts. UUT is received from filers on a monthly, quarterly, or annual basis based on the annual tax amount that they remit. In 2024, El Cerrito contracted with HdL for UUT administration and collections services, improving both revenue capture and forecasting accuracy. Staff estimate that most of the difference in revenue received by the end of the third quarter of FY 2024-25 versus the third quarter of FY 2025-26 is due to the timing of revenue receipts, particularly for water and energy.

Other Revenue

While taxes comprise the majority of El Cerrito's revenues, other revenue sources also provide important funds for services.

- **Licenses and Permits** primarily reflect Community Development permits (building, electrical, mechanical, plumbing). Revenues in this category are offset by expenses (e.g., permit review), since these revenues are limited to cost recovery. Revenues are trending lower in FY 2025-26 compared to FY 2024-25, but the timing of large projects varies widely depending on market conditions and individual project-based decisions.
- **Fines & Forfeitures** are trending higher in the current year than the prior year. This category includes vehicle citation fees and fines and penalties for late payment of taxes. This is primarily due to higher parking citation revenue due to staff working through a backlog and higher business license fines.
- **Use of Money and Property** includes interest income and rental charges. The increase in interest in FY 2025-26 over FY 2024-25 is due to the investment of the City's Section 115 Trust in November 2024 with a moderately conservative investment approach. Due to the timing of the investment, interest earnings on the Trust were not generated during the first quarter of FY 2024-25. Rental revenue in the Recreation division is trending on budget but lower in some categories due to temporary facility closures for repairs.
- **Intergovernmental Revenues** include state reimbursements and funds from other governmental agencies. These revenues are trending below budget due to lower reimbursements from the California Office of Emergency Services (CalOES) due to lower needs for incident support from the El Cerrito Fire Department in FY 2025-26. The lower CalOES revenues are fully offset by lower expenses.
- **Charges for Services** include fees such as recreation program fees, planning and inspection fees, and other charges for service citywide. This category is trending lower in the current fiscal year due to fewer months of recreation summer camps (9 weeks instead of 10 as in FY 2024-25), revenue decreases associated with the school strike, lower childcare program demand, and lower entitlement fees than the prior year.
- **Other Revenue** includes donations, sales of property, some insurance claim reimbursements, and cannabis revenues. This category is trending above expectations for this time in the fiscal year.
- **Other Financing Sources** includes transfers in from other funds for overhead costs supported by the General Fund. This category is largely determined during budget development based on the City's debt obligations and is trending exactly on budget.

Table 2 shows General Fund revenues by department for the third quarter of FY 2024-25 and FY 2025-26. The large majority of revenues are received in Non-departmental, primarily from taxes collected. Revenues received in the Community Development and Recreation Departments are primarily from user fees, while Fire

Department revenues largely consist of reimbursements for service from Kensington and from CalOES.

As noted above, revenues are highly cyclical and depend on the type of work done by the department and their unique cycles. A portion of Recreation's busiest time of year has already passed in July and August, resulting in high revenues during the first half of the year and then again at the end of the fiscal year. Recreation Department revenues total 78% of the annual budget, compared with 85% at the same point in FY 2024-25, primarily due to a shorter summer camp season, costs associated with the school strike, and lower childcare program demand.

While business licenses were collected during July as usual, planning and building permit activity was lower than the prior year, resulting in a Community Development budget that is trending above budget and slightly above the prior year third quarter performance. The number of permits is trending similar to prior years, but the types of projects being permitted have lower associated fees than those in past years, resulting in a decrease in planning fee revenue. These fees are set on a cost-recovery basis, so some City costs will decrease with lower fee revenue, but some fixed City costs will remain the same even if revenue decreases. Public Works revenues are trending higher than the prior year due to higher building and encroachment permit activity. Fire revenues are trending below budget due to lower CalOES reimbursements, but also has lower associated CalOES expenses.

Table 2: Quarter 3 General Fund Revenues by Department

Department	FY 2024-25			FY 2025-26			% Change in Actuals FY25 to FY26
	Amended Budget	Q3 Actuals	% of Budget	Amended Budget	Q3 YTD Actuals	% of Budget	
Administration	$11,500	$13,331	116%	$16,000	$13,619	85%	2%
Community Development	2,517,396	2,215,255	88%	$2,621,572	2,241,955	86%	1%
Fire	5,384,101	4,509,278	84%	$5,605,111	3,958,256	71%	-12%
Non-departmental	37,083,964	21,632,754	58%	$38,900,554	22,924,496	59%	6%
Police	186,000	186,004	100%	$188,080	255,118	136%	37%
Public Works	599,132	422,665	71%	$622,117	494,703	80%	17%
Recreation	5,914,886	5,029,147	85%	$5,826,358	4,566,083	78%	-9%
Totals	**$51,696,979**	**$34,008,433**	**66%**	**$53,779,792**	**$34,454,231**	**64%**	**1%**

GENERAL FUND – EXPENDITURES

As of March 31, 2026, General Fund expenditures total 74% of the FY 2025-26 adopted budget, which is consistent with normal expenditure timing patterns. Below is a list of what each classification includes.

- **Personnel**: Full-time and part-time staff salaries and benefits, including pension costs.
- **Purchased Professional & Technical Services**: Outsourced services, consulting services, temporary staffing, software licenses and maintenance.
- **Purchased Property Services**: Utilities, landscape maintenance, janitorial services, and other miscellaneous repair and maintenance services.
- **Other Purchased Services**: Insurance, telephone and internet services, travel and training, dues and subscriptions, and legal notices.
- **Supplies**: Office supplies, medical and safety supplies, uniforms, fuel, employee and volunteer recognition, infrastructure and building supplies, and postage.
- **Property & Capital**: Equipment, vehicles, building maintenance, and capital outlay.
- **Financing Costs**: principal and interest for city debt; licenses, fees, and charges; and bank and credit card fees.
- **Other Financing Uses**: Transfers out of the General Fund.

Table 3 shows General Fund expenditures by classification for the third quarter of FY 2024-25 and FY 2025-26.

Table 3: Quarter 3 General Fund Expenditures by Classification

Classification	FY 2024-25			FY 2025-26			% Change in Actuals FY25 to FY26
	Amended Budget	Q3 Actuals	% of Budget	Amended Budget	Q3 YTD Actuals	% of Budget	
Personnel	38,122,416	28,248,375	74%	39,641,566	$29,565,451	75%	5%
Purchased Professional & Technical Services	5,615,500	3,301,731	59%	5,535,818	3,412,728	62%	3%
Purchased Property Services	2,748,877	1,491,891	54%	2,408,761	1,372,479	57%	-8%
Other Purchased Services	3,927,771	3,460,001	88%	4,384,411	4,081,976	93%	18%
Supplies	876,170	536,087	61%	899,845	488,609	54%	-9%
Property & Capital	736,513	419,222	57%	499,942	217,722	44%	-48%
Financing Costs	539,822	260,959	48%	530,949	273,706	52%	5%
Other Financing Uses	1,258,329	758,620	60%	2,760,128	2,760,128	100%	264%
Totals	**$53,825,399**	**$38,476,887**	**71%**	**56,661,420**	**42,172,799**	**74%**	**10%**

Personnel expenditures increased 5% from FY 2024-25 to FY 2025-26 due to negotiated cost-of-living adjustments, market adjustments from the City's Classification and Compensation study, merit and step increases, and higher medical benefit costs. Expenditures for Purchased Professional & Technical services are trending below budget and vary depending on the timing of special projects and permit activity. Other Purchased Services include the City's insurance payments, which went up over 17% from FY 2024-25 to FY 2025-26 and are paid at the beginning of the fiscal year. Other Purchased Services also increased from FY 2024-25 due to the one-time Council Chambers Audio-Visual project in FY 2025-26. Expenses related to Supplies and Property & Capital are trending below budget as of the end of the third quarter.

Table 4 shows expenditures by department for the third quarter of FY 2024-25 and FY 2025-26.

Table 4: Quarter 3 General Fund Expenditures by Department

Department	FY 2024-25			FY 2025-26			% Change in Actuals FY25 to FY26
	Amended Budget	Q3 Actuals	% of Budget	Amended Budget	Q3 YTD Actuals	% of Budget	
Administration	7,972,678	5,954,912	75%	$8,853,654	$6,898,805	78%	16%
Community Development	4,168,728	2,535,683	61%	$4,113,906	2,622,618	64%	3%
Fire	15,813,246	12,186,921	77%	$16,144,408	12,146,634	75%	0%
Non-departmental	1,382,691	725,576	52%	$2,880,767	2,716,186	94%	274%
Police	15,052,742	10,799,334	72%	$15,323,961	11,533,730	75%	7%
Public Works	2,481,847	1,666,575	67%	$2,631,758	1,626,848	62%	-2%
Recreation	6,953,467	4,607,886	66%	$6,712,967	4,627,978	69%	0%
Total	**$53,825,399**	**$38,476,887**	**71%**	**$56,661,420**	**$42,172,799**	**74%**	**10%**

Expenditures in most departments are tracking similarly to FY 2024-25, with higher year-over-year costs in City Administration driven by insurance and software subscription increases and higher Police Department costs driven by negotiated salary increases. Non-departmental expenditures include library services, debt service, and operating transfers out to other funds. In particular, the recently approved one-time transfer of $1.05 million from the General Fund to conclude the Successor to the Redevelopment Agency, is included in Non-departmental and is the reason for the significantly higher expenses in that category in FY 2025-26 relative to the prior year.

Through March 31, 2026, the City Council has approved $2,897,402 in General Fund expenditure amendments. When combined with the originally projected surplus of $15,774, these actions result in a planned use of fund balance of $2,881,628 for FY 2025-26. On April 21, the City Council approved an additional use of fund balance of $250,000 to cover the costs of transitioning from at-large to district-based elections, resulting in a total planned use of fund balance of $3,131,629. Table 5 lists the amendments approved in FY 2025-26.

Table 5. City Council-Approved General Fund Budget Amendments in FY 2025-26

Department	Description	Amount
	General Fund Budget Amendments as of March 31	
Citywide	Purchase Order Roll Forward	$ 291,695
City Council	Audio-Visual System Improvements	317,535
Public Works/Recreation	Initial Swim Center Allocation	183,300
Fire	Local 1230 new MOU	120,116
Public Works/Recreation	Final Swim Center Allocation	762,100
City Council	Special Election Costs	80,163
Citywide	Mid-Year Adjustments, including Successor Agency Dissolution	1,142,493
	Total Expenditure Increases	**$ 2,897,402**
	Additional Amendments after March 31	
City Council	Districting Transition Costs	250,000
	Total Approved Expenditure Increases	**$ 3,147,402**

GENERAL FUND BALANCE

The FY 2024-25 General Fund balance was $24.3 million. Table 6 provides updated projections for FY 2025-26. The projected General Fund balance is $21.1 million, or 37% of expenditures. Of this amount, approximately $10.5 million remains after excluding the Section 115 Trust, Emergency and Disaster Relief Fund (EDRF), and non-spendable funds.

According to the City's Comprehensive Financial Policy, the minimum recommended General Fund Reserve is 17% of expenditures, or $9.6 million. Based on current projections, the City will have $.9 million in discretionary reserves at the end of FY 2025-26. The Comprehensive Financial Policy also recommends funding the EDRF at 13% of expenditures, which would be $7.4 million. The City's current EDRF funding level of $7.5 million is higher than the policy level based on FY 2025-26 budgeted expenditures.

Table 6: FY 2025-26 Quarter 3 General Fund Balance

Fund Balance Projection		
FY25 General Fund - Total Fund Balance		**$ 24,250,508**
EDRF	(7,500,000)	
Section 115	(2,960,245)	
Non-Spendable	(125,000)	
FY26 Projected Revenue	53,779,792	
FY26 Projected Expenditures as of March 31, 2026	(56,661,420)	
Approved Districting Costs on April 21, 2026	(250,000)	
Change in fund balance		(3,131,629)
Projected Total Ending FY26 Fund Balance		21,118,879
EDRF (Internally Restricted)	(7,500,000)	
Section 115 (Restricted)	(2,960,245)	
Non-Spendable	(125,000)	(10,585,245)
Projected FY26 Unrestricted Fund Balance		10,533,634
FY26 Expenditures Including April 21 Amendment	56,661,420	
FY26 17% Reserve Goal		(9,632,441)
Projected discretionary as of June 30, 2026		901,193
FY26 Projected Ending Total Fund Balance		**21,118,879**
Projected unassigned (less Section 115)		10,533,634
Projected unassigned percent as of June 30, 2026		19%

Section 115 Pension Trust and Non-Spendable amounts shown here reflect FY 2025 audited values.
Districting expenses were approved by the City Council on April 21, 2026 and are not reflected in the amended budget numbers as of March 31, 2026.

CONCLUSION

As of the third quarter of FY 2025-26, revenues and expenditures remain closely aligned with the adopted budget and reserves remain above policy thresholds. Additional approved appropriations increases are expected to utilize a portion of the City's discretionary unassigned fund balance during the fiscal year. Staff will continue to monitor trends and adjust forecasts as updated information becomes available.

AGENDA BILL

Agenda Item No. 8.A.

Date: May 5, 2026
To: El Cerrito City Council
From: Crystal Reams, Finance Director/City Treasurer, Finance Department; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Subject: Public Hearing to Confirm the Diagram and to Levy the Assessment for Fiscal Year 2026-27 for Landscape and Lighting Assessment District No. 1988-1

ACTION PROPOSED

Conduct a public hearing, and upon conclusion, adopt a resolution setting the annual Landscape and Lighting Assessment for Fiscal Year (FY) 2026-27 as $72 per single-family residential parcel, and as noted in the Engineer's Report for other classes of properties.

BACKGROUND

On June 6, 1988, the City Council established Assessment District No. 1988-1 pursuant to the Landscape and Lighting Act of 1972. The purpose of this Landscape and Lighting Assessment District (LLAD) is to raise funds to support improvements and maintenance of the City's park areas, landscaping areas, and street lighting. Every year since 1988, this Assessment District has generated approximately $785,000 to support LLAD activities.

In November 1996, the LLAD was approved by the voters and therefore complies with the provisions of Proposition 218. Any increase in the assessment fee level would be subject to Proposition 218's voter approval requirement.

In order to impose this annual assessment, the City Council must annually authorize an Engineer's Report to identify the costs, uses, and benefits of the parcels within the Assessment District from the services and improvements funded by the assessment. As detailed in the Engineer's Report, the revenues are used for eligible activities including staff salaries and wages, utility costs for the District, landscaping services and supplies, and park maintenance.

ANALYSIS

The City Council authorized the LLAD annual report on April 7, 2026, and the Engineer of Record, NBS Local Government Solutions (NBS), prepared and delivered the Engineer's Report on April 10, 2026.

In order for these assessments to be imposed, the City Council must accept the Engineer's Report and conduct a public hearing to hear comments on their imposition.

At the April 21, 2026 City Council meeting, the City Council set the date of the public hearing for May 05, 2026. Also, the City is required to cause the notice of the public hearing to be published one time at least ten days prior to the hearing in a newspaper of general circulation. Such a notice was published in the West County Times, a subsidiary of East Bay Times Newspaper Group, on April 25, 2026.

The Engineer's Report is attached as Exhibit A to the resolution. In addition, a full listing of assessed parcels and related charges is available by contacting the Office of the City Clerk at cityclerk@elcerrito.gov or 510-215-4305.

The purpose of this public hearing is to confirm the diagram and the assessment, as appearing in the Engineer's Report. The procedures for conducting the public hearing and receiving protests are the same as for forming the District; however, there are no provisions for majority protest.

The California Streets and Highways Code Section 22631 specifies the options available to the City Council, as follows:

> *If a majority protest has not been filed, the legislative body may adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the assessment.*

STRATEGIC PLAN CONSIDERATIONS

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

- *High Performing Organization; and*
- *Livability and Belonging; and*
- *Infrastructure and Amenities: and*
- *Environmental Sustainability.*

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

NBS estimates that the current rate of assessment will generate approximately $792,862 of revenue, which is included in the total revenue estimate for the City's FY 2026-27 Budget.

The LLAD assessment rate has not increased since LLAD's creation in 1988. When the LLAD was established, it relied on a General Fund contribution of $428,000 in addition to the LLAD revenues of approximately $750,000 to fund the planned landscaping and lighting activities.

The LLAD does not contain a provision for inflation and thus has not kept pace with escalation of costs for personnel, utilities, lighting and landscaping maintenance contract services, and supplies since it was first created.

A proposed Assessment District with increased rates was presented to the City's property owners during a ballot proceeding in 2006, but a majority protest was filed, and the increased assessment rates were not imposed. As the sources and uses of all City revenues are currently under review, the cost for LLAD eligible expenditures in excess of the assessment revenue will be covered by City contributions from other appropriate funding sources or expenses will be reduced to ensure that the LLAD expenditures do not exceed available LLAD revenues in FY 2026-27. The City Council appropriates expenditures of these funds as part of its annual budget process.

In FY 2025-26 the General Fund covers expenditures for landscape maintenance service contracts in the amount of approximately $644,780. City staff anticipate using $41,602 in available fund balance in FY 2026-27 to maintain the current levels of service.

LEGAL CONSIDERATIONS

The provisions of the Landscape and Lighting Act of 1972 require that a public hearing be held prior to adopting a resolution levying the annual assessment.

Reviewed by:

Karen Pinkos, City Manager

Attachments:

1. Resolution
2. Exhibit A to Resolution

RESOLUTION 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO CONFIRMING THE DIAGRAM AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2026-27 FOR THE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1988-1.

WHEREAS, the City of El Cerrito, by Resolution 88-53 dated June 6, 1988, adopted Assessment District No. 1988-1 pursuant to the Landscape and Lighting Act of 1972; and

WHEREAS, the City of El Cerrito, by Resolution No. 2026-18 adopted April 7, 2026, directed the filing of the Annual Report of the Engineer of Record for Assessment District No. 1988-1; and

WHEREAS, the Engineer of Record, NBS Local Government Solutions prepared and, on April 10, 2026 filed said Annual Report; and

WHEREAS, the City of El Cerrito by Resolution No. 2026-22 and dated April 21, 2026, reviewed and accepted said annual report and declared its intent to order improvements and provided notice of a public hearing to be held on May 05, 2026, and notice of the hearing was given in time and manner required by law; and

WHEREAS, in November 1996, the voters approved the Landscape and Lighting Assessment thereby complying with the provisions of Proposition 218; and

WHEREAS, at the public hearing, the City Council afforded every interested person an opportunity to make a protest to the annual report, and the City Council has considered each protest.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that the diagram and assessment as set forth in the Annual Report of the Engineer of Record, attached hereto as Exhibit A, is hereby confirmed and the assessment set forth therein for Fiscal Year 2026-27 is hereby levied.

BE IT FURTHER RESOLVED that this Resolution is adopted pursuant to California Streets and Highways Code Section 22631.

BE IT FURTHER RESOLVED that upon adoption of this resolution, the diagram and assessment, or a certified copy thereof is hereby directed to be filed with the County Auditor no later than August 10, 2026.

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

I CERTIFY that at a regular meeting on May 5, 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

CITY OF EL CERRITO

Fiscal Year 2026/27 Annual Report for:

Landscape and Lighting District 1988-1

April 2026

NBS
helping communities
fund tomorrow since 1996
nbsgov.com

CITY OF EL CERRITO

10890 San Pablo Avenue
El Cerrito, California 94530
Phone - (510) 215-4300

CITY COUNCIL

Gabe Quinto, Mayor

Rebecca Saltzman, Mayor Pro Tem

William Ktsanes, Councilmember

Lisa Motoyama, Councilmember

Carolyn Wysinger, Councilmember

CITY STAFF

Karen Pinkos, City Manager

Crystal Reams, Finance Director / City Treasurer

Yvetteh Ortiz, Public Works Director / City Engineer

NBS

Kristin Harvey, Client Success Ambassador

Adina McCargo, Project Manager

Jason Roth, Administrator

TABLE OF CONTENTS

1. EXECUTIVE SUMMARY 1

2. OVERVIEW 2

2.1 Introduction 2

2.2 Plans and Specifications 2

3. DESCRIPTION OF IMPROVEMENTS 3

4. MAP OF DISTRICT 6

5. METHOD OF ASSESSMENT 7

5.1 Maximum Assessment Rates 9

6. FISCAL YEAR 2026/27 ESTIMATE OF COSTS 10

7. COUNTY USE CODES 11

8. ASSESSMENT ROLL 12

1. EXECUTIVE SUMMARY

The City of El Cerrito (the "City") directed NBS to prepare and file a report presenting plans and specifications describing the general nature, location, and extent of the improvements to be maintained, and an estimate of the costs of the maintenance, operations, and servicing of the improvements for the City of El Cerrito Landscape and Lighting Assessment District 1988-1 (the "District") for Fiscal Year 2026/27 pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* (the "Act").

The report includes a map of the District, showing the area and properties proposed to be assessed; an assessment of the estimated costs of the maintenance, operations, and servicing of the improvements; and the net amount to be assessed upon all assessable lots and/or parcels within the District in proportion to the special benefit received.

The following tables summarize the annual levy by Zoning for Fiscal Year 2026/27:

Fiscal Year 2026/27

Zoning	Number of Parcels [1]	Levy Total [2]
Residential	8,317	$689,044.06
Commercial	306	103,817.74
Totals:	**8,623**	**$792,861.80**

(1) Parcel count includes exempt parcels.
(2) Total amount may vary slightly due to rounding adjustments.

2. OVERVIEW

2.1 Introduction

The District provides for the installation, maintenance, and servicing of public lighting, landscaping, and park and recreational facility improvements located within the incorporated limits of the City.

The costs to acquire and construct major new facilities to be maintained will generally be paid by sources other than District funds. While the District pays for the maintenance costs associated with various park and recreation programs, the costs of the programs themselves are not supported by District funds.

2.2 Plans and Specifications

The services performed are primarily maintenance and generally do not require plans. The plans and specifications to the extent that they exist, include but are not limited to:

- Conceptual plans
- Street lighting maps, detail lists, schedules, and PUC schedules
- Street Tree Planting Master Plan
- Maintenance specifications, programs, and policies for:
    - Landscaping
    - Medians
    - Graffiti abatement
    - Recreation buildings
    - Community and neighborhood park grounds
    - Weed abatement
    - Creeks and trails
    - Litter and debris removal
- Water, gas, and electric company requirements, policies, and specifications

These documents are available in the City's Public Works Department and Recreation Department offices and are included in this report by reference. A diagram indicating the location of the improvements to be serviced and maintained is included in Section 4 of this report.

3. DESCRIPTION OF IMPROVEMENTS

The improvements to be installed, serviced, and maintained generally consist of the following:

Street Lighting

Residential Lighting - The District provides funding for street lighting throughout the City, which is typically located at intersections and at mid-block. Spacing of lights is typically 500 feet, although this distance may vary depending on topographic and right-of-way restraints.

Medium-Intensity Commercial Lighting - Industrial and some commercial districts have closer spacing of street lighting, typically at 250-foot intervals. Commercial districts on San Pablo Avenue and other arterial streets require a higher level of lighting intensity.

Medians and Rights-of-Way

Corresponding numbers on the map in Section 4 depict the location of medians. Landscaped medians are located on the following arterial streets:

1. San Pablo Ave. (entire length)
2. Carlson Blvd. (north City limit to Adams St.)
3. Moeser Ln. (San Pablo Ave. to Pomona Ave. and Shevlin Dr. to Arlington Blvd.)
4. Central Ave. (Carlson Blvd. to San Pablo Ave. and Liberty St. to Richmond St.)
5. Ashbury Ave. (south City limit to Fairmount Ave.)
6. Fairmount Ave. (Liberty St. to Richmond St. and Carlson Blvd. to San Pablo Ave.)
7. Potrero Ave. (Eastshore Blvd. to San Pablo Ave.)
8. Hagen Blvd. (6526 to 6712)
9. Elm St. (at Blake St.)
10. Cutting Blvd. (at Elm St.)
11. Behrens St. (at south City limit)
12. Blake St. (at Navellier St.)

Maintained Stairways and Pathways

Corresponding letters on the map in Section 4 depict the location of the stairways and pathways.

A. Alta Vista Dr. to north City limit
B. Francisco Wy. to Tulare Ave. (2 segments)
C. Barrett Ave. to Tassajara Ave.
D. Alva Ave. to Barrett Ave.
E. Tapscott Ave. to Harper St.
F. Blake St. to Manor Cir.
G. Madera Dr. to Julian Ct. to Potrero Ave. to Hillside Natural Area (4 segments)
H. Madera Dr. to Hillside Natural Area
I. Arlington Blvd. to Shevlin Dr. (3 segments)
J. King Dr. to Shevlin Dr. (south of Moeser Ln.)
K. Bay Tree Ln. to Contra Costa Dr.
L. Terrace Dr. to Huber Park (2 segments)
M. Adams St. to Creekside Park

Creek and Street Trees

Day-lighted Creek in Public Property - Cerrito Creek, Baxter Gateway, and Poinsett Park

Street Trees - City-wide

Parks and Structures

Arlington Park and Clubhouse

1120 Arlington Boulevard; tennis courts, picnic tables, barbecues, playground equipment, pond, basketball court, large grass area

Canyon Trail Park & Art Center

6757 Gatto Avenue; tennis courts, picnic tables, barbecue, playground equipment, large grass area, lower play area: creek, walking trails, small pond, and play equipment

Castro Park and Clubhouse

1420 Norvell Street; large playground and grassy area, field adjacent to Korematsu Middle School yard, tennis courts, small grassy area behind tennis courts, barbecue, and picnic table

Centennial Park

Eureka Avenue at Liberty Street; playground equipment, grassy area, benches, plaza and path network

Cerrito Vista Park

950 Pomona Avenue; Large, well equipped playground area, field, track for jogging, tennis courts, barbecue, recreation building, and picnic area adjacent to park

Fairmont Park and Clubhouse

715 Lexington Avenue; field adjacent to Fairmont Elementary School

Harding Park and Clubhouse

7115 C Street; play equipment, field adjacent to Harding School blacktop area (basketball courts, kickball diamond), tennis courts, and barbeque located on patio

Huber Park and Clubhouse

7711 Terrace Drive; lower cement area with basketball court and kickball area, climbing, large cement slide, and picnic area

Poinsett Park and Clubhouse

5611 Poinsett Avenue; basketball, kickball area, and play equipment

Tassajara Park and Clubhouse

2575 Tassajara Avenue; playground equipment, field, basketball court, tennis courts, and picnic area

Madera Clubhouse

1500 Devonshire Drive; childcare center, playground area, and clubhouse

Ohlone Greenway

One block east of Kearney Street, the Ohlone Greenway is a linear park that runs 2.5 miles, the length of the City, ideal for walking or bicycling. It is the site of the frog habitat and wetland restoration classroom projects. At the corner of Manila Avenue and Kearney Street, is the Richard Itaya mini-park with its play equipment for younger school-age children.

Hillside Natural Area

This natural area of approximately 102 acres can be accessed from the east end of Schmidt Lane, north end of Potrero Avenue, and through King Court. Dogs, under their owner's control and on a leash, are allowed.

4. MAP OF DISTRICT

The following page contains a map of the District depicting the locations of medians, rights-of-way, stairways, and pathways. The Assessment Diagram is on file with the City Clerk and incorporated by reference and made part of this report.

CITY OF EL CERRITO
LANDSCAPE AND LIGHTING DISTRICT NO. 1988-1

5. METHOD OF ASSESSMENT

The estimated net cost of the improvements has been divided among the several parcels of land within the District in proportion to the estimated benefits to be received by the parcels, respectively, from the improvements. The method used to apportion the cost among the benefiting properties is as follows:

1) Residential costs were identified as the total estimated cost to provide landscaping and lighting on residentially zoned streets plus 98% of the net cost to maintain park and recreational facilities, plus a prorated share of the incidental expenses.

2) Commercial costs were identified as the total estimated cost to provide landscaping, lighting, and sweeping to frontage on commercially zoned streets, plus 2% of the net cost to maintain park and recreational facilities, plus a prorated share of the incidental expenses.

The net residential cost was apportioned within residentially zoned areas and the net commercial cost was apportioned within commercially zoned areas as follows:

RESIDENTIALLY ZONED AREAS

Occupied Single Family Residential (SFR) properties were assumed to benefit equally and were assessed the same. Multifamily Residential (MFR) parcels and condominiums were assumed to benefit less, due to increased density and private maintenance costs. MFR units were assessed 75% of the SFR rate for the first twenty units and 50% of the SFR rate for each additional unit over twenty.

Churches and private schools in residentially zoned areas were assessed for direct frontage benefits received. Commercial land uses in residential neighborhoods were assessed at the Zone 3 frontage rate, plus the commercial park assessment rate. One hundred feet of corner relief, or the side street dimension, whichever was less, was credited to corner parcels. Open space owned by private parties, utilities, and the golf course were assessed for one-half the Zone 3 frontage assessment rates. Public property was not assessed.

Vacant lots were assessed at one-half the amount calculated for a similar occupied parcel. Vacant land and open space were assessed for frontage benefit at one-half the zone rate. Assessments for common areas were considered to be included in the assessment for the various residential units.

Unusual or exceptional parcels were assessed according to the judgment of the engineer. Assessments for SFR properties that are divided by the City boundary were calculated by multiplying the rate for a SFR by the ratio of land area in the City's boundary.

COMMERCIALLY ZONED PROPERTY

Three zones of commercial street landscaping, lighting, and sweeping service are identified on the assessment diagram. The cost per foot to provide services to frontage on San Pablo Avenue (Zone 1) was estimated to be six times the cost of Commercial Zones 2 and 3 streets. Parcels with San Pablo Avenue frontage were assessed $2.00 per front foot for direct benefit received.

Parcels with frontage in Zones 2 and 3 were assessed $0.33 per foot, or one-sixth the San Pablo Avenue assessment. Corner lots were credited one hundred feet or the side yard dimensions, whichever was less. Parcels with frontage in more than one zone were assessed for the applicable frontage in each zone.

The remaining costs to provide street landscaping, lighting, and sweeping within the commercially zoned areas, including a prorated share of the incidental expenses, were assessed to the properties located on Zones 1 and 2 streets in proportion to parcel area.

Areas and frontages were calculated using information on file with the County Assessor. Areas and frontages are approximations intended only as indicators of benefit.

The assessments for parcels within the El Cerrito Plaza and the Del Norte Marketplace shopping centers were calculated by totaling the frontage and area assessments and then prorating the total according to area.

SFR residential parcels in commercially zoned areas were presumed not to benefit more from increased levels of lighting and landscaping and were assessed at SFR rates.

MFR parcels in commercially zoned areas were assessed at MFR rates less 20%, representing a credit for the residential street lighting and sweeping benefit not received. MFR parcels in commercially zoned areas were also assessed for direct frontage benefits received. The commercial park and area assessment was not applied to MFR parcels.

Private institutions within the commercially zoned areas were assessed for the applicable frontage benefit but were not assessed for commercial area or park benefit.

Motels were assessed as commercial properties.

Vacant lots were assessed at one-half the occupied rate.

Public properties were not assessed.

Unusual or exceptional properties were assessed according to the judgment of the engineer.

5.1 Maximum Assessment Rates

The following tables provide the maximum assessment rates for Fiscal Year 2026/27.

Residential Zoning

Category	Per Unit	Per Frontage Foot
SFR	$72.00	$0.00
MFR 1-20 Units	54.00	0.00
MFR > 20 Units	1,080.00 + 36.00 (over 20)	0.00
PVT Inst	0.00	0.33
Vacant Lot	36.00	0.00
Vacant Land	0.00	0.17

Commercial Zoning

Commercial Street Assessment					Commercial Park Assessment
Category	Zone	Per Unit	Per Frontage Foot	Per Acre	Per Acre
Commercial	1	$0.00	$2.00	$121.00	$80.00
	2	0.00	0.33	121.00	80.00
	3	0.00	0.33	0.00	80.00
MFR 1-20 Units	1	43.00	2.00	0.00	0.00
MFR > 20 Units	1	864.00 + 29.00 (over 20)	2.00	0.00	0.00
MFR 1-20 Units	2	43.00	0.33	0.00	0.00
MFR > 20 Units	2	864.00 + 29.00 (over 20)	0.33	0.00	0.00
PVT Inst	1	0.00	2.00	0.00	0.00
	2	0.00	0.33	0.00	0.00
Vacant	1	0.00	1.00	61.00	40.00
	2	0.00	0.17	61.00	40.00
	3	0.00	0.17	0.00	0.00

Assessments for parcels not described above were made in proportion to the estimated benefits received as determined by the engineer.

6. FISCAL YEAR 2026/27 ESTIMATE OF COSTS

Revenues	
Special Assessments	$792,862
Other Local Reimbursements	14,000
Program Fees	5,000
Operating Transfer Gen Fund	0
Total Revenues	$811,862
Expenditures	
Regular Salaries & Wages	$154,999
Overtime Pay	1,700
Straight OT	1,500
Special Pay	3,266
One-Time Payouts	2,500
PARS Contribution	6
PERS Contributions	17,108
PERS UAL	41,093
FICA/Medicare	12,187
Medical Benefits	52,820
Life & LTD Insurance	1,616
Allowances & Other Benefits	1,116
Workers Compensation Premiums	7,099
Collect & Admin Services	0
Legal & Financial Services	0
Other Technical Services	0
Utilities Energy	27,720
Utilities-Water & Sewer	191,934
Utilities-Street Light	5,765
Infrastructure Maintenance Services	12,731
Landscape/Park Maintenance Services	134,004
Travel & Training	1,100
Landscape & Park Supplies	20,000
Indirect Xfer-GEN	163,200
Total Expenditures	$853,464
Use of Fund Balance	$41,602

7. COUNTY USE CODES

The following pages contain the Contra Costa County use codes and a description of each.

CONTRA COSTA COUNTY USE CODES

Use Code	Description
1	**Residential**
10	Vacant, unbuildable
11	Single family, 1 residential on 1 Site and Duets w/o minor common areas
12	Single family, 1 residential on 2 or more sites
13	Single family, 2 or more residential on 1 or more sites
14	Single family on other than single family land
15	Miscellaneous improvements, 1 or more site, incl. trees and vines
16	Single family attached residence, townhouses, duets
17	Vacant, 1 site (includes PUD sites)
18	Vacant, 2 or more sites
19	Single family detached res. with major common area (pool, tennis, clubhouse, or other amenities), Cluster Homes
2	**Multiple**
20	Vacant
21	Duplex
22	Triplex
23	Fourplex
24	Combinations; e.g., single and a double
25	Apartments, 5-12 units, inclusive
26	Apartments, 13-24 units, inclusive
27	Apartments, 25-59 units, inclusive
28	Apartments, 60 units or more
29	Condos, cooperatives (-1 Single Family) (-2 Rossmoor)
3	**Commercial**
30	Vacant
31	Commercial stores (not supermarkets)
32	Small grocery stores (7-11, mom and pop, quick-stop)
33	Office buildings
34	Medical; dental
35	Service stations; car washes; bulk plants; mini lube
36	Auto repair
37	Community facilities; recreational; swim pool association
38	Golf courses
39	Bowling alleys
4	**Commercial**
40	Boat Harbors
41	Supermarkets (not in shopping centers)
42	Shopping centers (all parcels include vacant for future shopping Center
43	Financial buildings (insurance and title companies, banks, savings And loans)
44	Motels, hotels, and mobile home parks
45	Theaters
46	Drive-in restaurants (hamburger, taco, etc.)
47	Restaurants (not drive-in; inside service only)
48	Multiple and commercial; miscellaneously improved
49	New car auto agencies

This information is courtesy of ParcelQuest and is deemed reliable, but is not guaranteed. For a complete or current list, please contact the appropriate County Assessor's office. Rev. 4/16/13

CONTRA COSTA COUNTY USE CODES

5	**Industrial**
50	Vacant Land
51	Industrial Park (with structures)
52	Research and Development, with or without structures
53	Light industrial
54	Heavy industrial
55	Mini-warehouse (public storage)
56	Miscellaneous improvements, including trees & vines on light or heavy industrial
59	Pipeline rights-of-way
6	**Land**
61	Rural, residential improved; 1 to 10 acres
62	Rural, with or without miscellaneous structures, 1 to 10 acres
63	Urban acreage, 10 to 40 acres
64	Urban acreage, more than 40 acres
65	Orchards, vineyards, row crops, irrigated pastures, 10 to 40 acres
66	Orchards, vineyards, row crops, irrigated pastures, over 40 acres
67	Dry farming, grazing and pasturing, 10 to 40 acres
68	Dry farming, grazing and pasturing, over 40 acres
69	Agricultural preserves
7	**Institutional**
70	Convalescent hospitals and rest homes
71	Churches
72	Schools & colleges, public or private, with or without improvements
73	Hospitals, with or without improvements
74	Cemeteries, mortuaries
75	Fraternal and service organizations, group homes, shelters
76	Retirement housing complex
77	Cultural uses (libraries, museums)
78	Parks and playgrounds
79	Government-owned, with or without buildings (federal, state, city, BART)
8	**Miscellaneous**
80	Mineral rights (productive/nonproductive)
81	Private roads
82	Pipelines and canals
83	State board assessed parcels
84	Utilities, with or without buildings (not assessed by SBE)
85	Public and private parking
86	Taxable municipally-owned property
87	Common area parcels in PUD’s (open spaces, recreational facilities)
88	Mobile home
89	Other; split parcels in different Tax Code Areas

This information is courtesy of ParcelQuest and is deemed reliable, but is not guaranteed. For a complete or current list, please contact the appropriate County Assessor's office. Rev. 4/16/13

8. ASSESSMENT ROLL

Parcel identification, for each lot or parcel subject to the annual levy, shall be based on the Contra Costa County Assessor's (the "Assessor") secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of Assessor's parcels subject to the annual levy for Fiscal Year 2026/27, along with the amounts levied, is on file in the office of the City Clerk and incorporated herein by reference. Based on the Assessor's secured roll data, current Assessor's parcels, including corrected and/or new Assessor's parcels, assessment amounts will be submitted and/or resubmitted to the Contra Costa County Auditor/Controller. The annual amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the assessment methodology and rates approved in this report. Therefore, if a single Assessor's parcel has a status change in development, other land use change, or subdivides into multiple Assessor's parcels, the levy amounts applied to each of the new Assessor's parcels shall be recalculated and applied according to the approved assessment methodology and rates rather than a proportionate share of the original levy amount.

AGENDA BILL

Agenda Item No. 8.B.

Date: May 5, 2026
To: El Cerrito City Council
From: Crystal Reams, Finance Director/Treasurer, Finance Department; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Subject: Public Hearing regarding Fiscal Year 2026-27 Storm Drain Annual Report and method of collecting storm drain fees

ACTION PROPOSED

Conduct a public hearing and upon conclusion adopt a resolution approving the Fiscal Year 2026-27 Storm Drain Annual Report and directing that Storm Drain Fees be collected on the property tax rolls.

BACKGROUND

In March 1993, the voters of the City of El Cerrito approved the issuance of $6.3 million in revenue bonds for the reconstruction of the City's storm drain system. In June 1993, the City Council adopted Ordinance 93-4, which amends Title 4 (Revenue and Finance) of the El Cerrito Municipal Code by adding a new Chapter 4.44, providing for the imposition and collection of Storm Drain Fees to pay the debt service on the revenue bonds and to fund the acquisition, construction, reconstruction, maintenance, and operation of storm drain facilities. Ordinance 93-4 set the Storm Drain Fee at $58 for each single-family residential property and other amounts for other property types.

Ordinance 93-4 further provided that the Storm Drain Fees are to be collected on the property tax roll, based on amounts specified in an annual written report. The FY 2026-27 Storm Drain Annual Report (Annual Report) which contains the description of each parcel classification receiving storm drain services and the amount of the annual fee for each parcel, is attached as Exhibit A to the resolution. A full listing of assessed parcels and related charges is available by contacting the Office of the City Clerk at cityclerk@elcerrito.gov or 510-215-4305. The engineering firm of NBS Local Government Solutions prepared the Annual Report.

The City must annually conduct a public hearing to consider the method of collecting the Storm Drain Fees. Notice of such a public hearing must be made at least twice within a two-week period, as specified in Government Code §6066, as follows:

Publication of notice pursuant to this section shall be once a week for two successive weeks. Two publications in a newspaper published once a week or oftener, with at least five days between the respective publication dates, not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the fourteenth day, including therein the first day.

The City met this notification requirement by publishing the notice of public hearing in the West County Times, a subsidiary of East Bay Times Newspaper Group, on April 25, 2026 and May 01, 2026.

This hearing is not for consideration of the amounts of the Storm Drain Fees, which were already set by the City Council by adoption of Ordinance 93-4; however, the City Council may consider corrections to the use classification of properties in the Annual Report.

ANALYSIS

The City Council needs to determine whether a majority protest exists with respect to the method of collecting the Storm Drain Fees. If a majority protest is lodged against collecting these fees on the property tax roll (as a method of collection), the Storm Drain Fees shall be collected on behalf of the City by a public utility and the City Council would be required to authorize negotiation of an agreement with such a utility.

If the City Council finds that protest is made by the owners of a majority of the parcels of property described in the Annual Report, then the Annual Report shall not be adopted.

The administrative costs of collecting the Storm Drain Fee through utility services are substantially higher than by using the property tax bill. Also, if collected through a utility, the Storm Drain Fees would not constitute a lien against any parcel or parcels of land, which would make delinquent collections far more cumbersome and costly.

Since the amount of the Storm Drain Fee is based on property use, the public hearing also provides an opportunity for property owners to contest the fee amount based on the actual use of their property. The City Council may accordingly adjust the fee amount based on the property use.

The adoption of the Annual Report requires the same two-thirds vote as was required to enact Ordinance 93-4. If approved, the Annual Report must be filed with the County Auditor-Controller not later than August 10, 2026, per California Health and Safety Code Section 5474.4, as follows:

> *On or before the tenth day of August of each year following such final determination, the legislative body shall certify to the auditor a list of the lots or parcels of land, as they appear on the current assessment roll, subject to such fees or charges and the amounts of the installments of such fees or charges and interest to be entered against such lots or parcels on the assessment roll.*

STRATEGIC PLAN CONSIDERATIONS

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

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

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

The annual Storm Drain Fee will continue to be assessed at $58 for each single-family residential unit. Such a rate is expected to generate annual revenues of approximately $711,817, which is included in the total revenue estimate for the City's FY 2026-27 Budget. The last debt service payment on the Storm Drain Revenue Bonds was paid in FY 2013-14. Therefore, the FY 2026-27 proceeds of the Storm Drain Fees will be used to fund storm drain improvements, maintenance, and operations, which include personnel, contract services, infrastructure supplies, and City Administration. The City Council appropriates expenditures of these funds as part of its annual budget process.

LEGAL CONSIDERATIONS

California Health and Safety Code Section 5470 et seq. requires that a public hearing be held prior to adopting a resolution to accept the Annual Report and levying the annual Storm Drain Fees. The City has complied with the minimum public notice requirements.

Reviewed by:

Karen Pinkos, City Manager

Attachments:

1. Resolution
2. Exhibit A to Resolution

RESOLUTION 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO ADOPTING THE FISCAL YEAR 2026-27 STORM DRAIN ANNUAL REPORT AND DIRECTING THAT STORM DRAIN FEES FOR FISCAL YEAR 2026-27 BE COLLECTED THROUGH THE PROPERTY TAX ROLLS

WHEREAS, the City of El Cerrito, by Ordinance 1993-4, directed the filing of an annual report for the imposition and collection of storm drain fees; and

WHEREAS, the Engineer firm of NBS local Government Solutions has prepared said Fiscal Year 2026-27 Storm Drain Annual Report (the "Annual Report"); and

WHEREAS, the City provided notice on April 25, 2026 and May 01, 2026 of a public hearing to be held by the City Council, with the notice of the hearing being given in the time and manner required by law; and

WHEREAS, at the public hearing the City Council afforded every interested person an opportunity to make a protest to the Annual Report and the City Council has considered each protest.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito hereby confirms the storm drain fees as set forth in the Annual Report, attached hereto as Exhibit A, directs the collection of these fees through the property tax rolls, and directs the City Clerk through NBS Local Government Solutions to file the Annual Report or a certified copy thereof with the County Auditor-Controller not later than August 10, 2026.

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

I CERTIFY that at a regular meeting on May 5, 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

CITY OF EL CERRITO

Fiscal Year 2026/27 Annual Report for:

Storm Drain Reconstruction Project Fee

April 2026

NBS
helping communities
fund tomorrow since 1996
nbsgov.com

CITY OF EL CERRITO

10890 San Pablo Avenue
El Cerrito, California 94530
Phone - (510) 215-4300

CITY COUNCIL

Gabe Quinto, Mayor

Rebecca Saltzman, Mayor Pro Tem

William Ktsanes, Councilmember

Lisa Motoyama, Councilmember

Carolyn Wysinger, Councilmember

CITY STAFF

Karen Pinkos, City Manager

Crystal Reams, Finance Director / City Treasurer

Yvetteh Ortiz, Public Works Director / City Engineer

NBS

Kristin Harvey, Client Success Ambassador

Adina McCargo, Project Manager

Jason Roth, Administrator

TABLE OF CONTENTS

1. Executive Summary 1

2. Fees 2

2.1 Fee Methodology 2

2.2 Collection of Fees and Charges 3

2.3 Annual Hearing 3

2.4 Notice 3

3. List of Charges 4

1. EXECUTIVE SUMMARY

On March 2, 1993, the qualified voters of the City of El Cerrito (the "City") approved the issuance of revenue bonds in an amount not to exceed $6.3 million to finance the first phase of the reconstruction of the City's storm drain system. The qualified voters also approved the repayment of those bonds through the imposition of an annual storm drain fee on property within the City.

Section 5470, et seq. of the *California Health and Safety Code* authorizes cities to enact an ordinance, approved by a two-thirds vote of the members of the legislative body, establishing fees and charges for services and facilities furnished by the City in connection with its storm drain system. The proceeds of these fees and charges may be used only for the acquisition, construction, reconstruction, maintenance, and operation of its storm drain facilities, including the repayment of principal and interest on bonds issued to finance the construction or reconstruction of such facilities.

According to the ordinance establishing the storm drain fee, the storm drain fees and charges may be used exclusively for the purposes of the storm drain system and for the payment of interest and redemption, including premiums payable from the calling of bonds, for those bonds authorized by the qualified voters on March 2, 1993, and for the payment of interest and redemption, including premiums payable from the calling of bonds, for any other bonds for storm drain construction or reconstruction which may be authorized in the future, provided that such bonds are approved in the manner required by California law.

The proposed Fiscal Year 2026/27 rates for the storm drain fee are as follows:

Parcel Classification	Rate
Single Family Residential	$58.00 per unit
Multi Family Residential 2 through 20 units	$43.50 per unit
Multi Family Residential over 20 units	$870.00 plus $29.00 for each unit over 20
Commercial/Industrial	$870.00 per Acre
Institutional (Churches, Schools, Fraternal and Service Organizations)	$406.00 per Acre
Golf Courses, Cemeteries, Vacant Land	$11.60 per Acre

The following table summarizes the estimated Fiscal Year 2026/27 annual levy by classification of parcel. These amounts are subject to change based upon Contra Costa County's final secured roll data.

Parcel Classification	Number of Parcels [(1)]	Levy Total [(2)]
Single Family Residential	7,537	$443,750.00
Multi Family Residential	622	141,375.00
Commercial/Industrial	247	92,415.36
Institutional (Churches, Schools, Fraternal and Service Organizations)	48	31,972.25
Golf Courses, Cemeteries, Vacant Land	131	2,304.11
Exempt	246	0.00
Totals:	**8,831**	**$711,816.72**

(1) Includes parcels divided by City boundaries.
(2) Total amount may vary slightly due to rounding adjustments.

2. FEES

2.1 Fee Methodology

The number of Equivalent Residential Units ("ERUs") was determined for each parcel based upon an estimate of the impervious surface associated with the use of the property.

1) Single Family (detached) Residential ("SFR") parcels were assumed to have an average of 2,900 sq. ft. of impervious surface. Approximately 90% of the properties in the City are SFRs. These parcels were assigned 1.0 ERU.
2) Multi Family dwelling unit complexes of up to 20 units were assigned 0.75 ERU (2,175 sq. ft) of impervious surface area per unit. Complexes of more than 20 units were assigned 15.0 ERU plus 0.5 ERU (1,450 sq. ft) for each unit over 20.
3) Commercial/Industrial uses were assigned 15.0 ERU (43,560/2,900 sq. ft.) of impervious surface area per acre.
4) Institutional uses such as Churches, Schools, Fraternal and Service Organizations were assigned 7.0 ERU (21,000 sq. ft.) of impervious surface area per acre based upon the Contra Costa County Report on Stormwater Utility Assessment dated March 1994 (County Report).
5) Golf courses, cemeteries, and other open spaces were assigned 0.2 ERU (580 sq. ft.) per acre based upon the County Report.

The storm drain fee for a parcel is calculated by multiplying the number of ERU assigned to such parcel by the rate per ERU. The rate for Fiscal Yar 2026/27 is $58.00/ERU.

The following table shows a breakdown of the classification of parcels by Contra Costa County Use Code and the associated rates for Fiscal Year 2026/27:

Parcel Classification	Contra Costa County Use Code [(1)(2)(3)(4)]	ERU [(5)]	Rates
Single Family Residential	11, 12, 13, 14, 15, 16, 19, 29, 89	1.0	$58.00 per unit
Multi Family Residential (2 through 20 units)	21, 22, 23, 24, 25, 26	0.75*n	$43.50 per unit
Multi Family Residential (over 20 units)	26, 27, 28	15.0 + 0.5*m	$870.00 + $29.00 for each unit over 20
Commercial/Industrial	31, 32, 33, 34, 35, 36, 41, 42, 43, 44, 45, 46, 47, 48, 49, 53, 85	15.0*A	$870.00 per Acre
Institutional (Churches, Schools, Fraternal and Service Organizations)	70, 71, 72, 75, 76	7.0*A	$406.00 per Acre
Golf Courses, Cemeteries, Vacant Land	10, 17, 18, 20, 30, 37, 38, 50, 63, 74, 78, 81	0.2*A	$11.60 per Acre

(1) Use Code 79 is assigned to Government Owned, and is not charged
(2) Use Code 83 is assigned to State Board Assessed, and is not charged
(3) Use Code 77 is assigned to Cultural Uses, and is not charged
(4) Use Code 87 is assigned to Common Area Parcels in PUD's and is not charged
(5) n = number of residential units up to 20
m = number of residential units over 20
A = Area in Acres, per Contra Costa County Assessor or City Estimate
ERU = Equivalent Residential Units

2.2 Collection of Fees and Charges

The storm drain fees and charges may be collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the City's general taxes.

The City Council will have prepared each year, prior to the commencement of the fiscal year, a written report which will be filed with the City. The report is to contain a description of each parcel of real property receiving storm drain services and the amount of the annual fee and charge for each parcel. This charge will be computed in conformity with the fees and charges prescribed in the report.

2.3 Annual Hearing

Each year, prior to the commencement of the fiscal year, the City Council will hold a public hearing at which the City Council will hear and consider all objections and protests, if any, to the written report. The City Council may continue the hearing from time to time. If the City Council finds that protest is made by the owners of a majority of the parcels of property described in the report, then the report will not be adopted. In the event of such majority protest, the storm drain fees and charges will be collected with the rates for any other publicly or privately owned public utility through agreement with such utility. If collected in this manner, the storm drain fees and charges will not constitute a lien against any parcel or parcels of land.

2.4 Notice

Notice of the filing of the report and of the time and place of hearing thereon, is to be published once a week for two consecutive weeks prior to the hearing, in a newspaper of general circulation printed, published or distributed in the City.

3. LIST OF CHARGES

Parcel identification, for each lot or parcel subject to the annual levy, shall be based on the Contra Costa County Assessor's (the "Assessor") secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of Assessor's parcels subject to the annual levy for Fiscal Year 2026/27, along with the amounts levied, is on file in the office of the City Clerk and incorporated herein by reference. Based on the Assessor's secured roll data, current Assessor's parcels, including corrected and/or new Assessor's parcels, assessment amounts will be submitted and/or resubmitted to the Contra Costa County Auditor/Controller. The annual amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the assessment methodology and rates approved in this report. Therefore, if a single Assessor's parcel has a status change in development, other land use change, or subdivides into multiple Assessor's parcels, the levy amounts applied to each of the new Assessor's parcels shall be recalculated and applied according to the approved assessment methodology and rates rather than a proportionate share of the original levy amount.

AGENDA BILL

Agenda Item No. 9.A.

Date: May 5, 2026
To: El Cerrito City Council
From: Claire Coleman, Budget/Financial Services Manager; Crystal Reams, Finance Director/City Treasurer, Finance Department
Subject: Fiscal Year 2026-27 and Fiscal Year 2027-28 Biennial Budget Study Session #2

ACTION PROPOSED

Conduct a study session on the Biennial Budget for Fiscal Years 2026-27 and 2027-28, including:

- Review of budget process and Target Based Budgeting approach
- Review proposed budget balancing scenarios and possible one-time expenditures
- Direct staff on preferred scenario for budget development

EXECUTIVE SUMMARY

This report presents the budget development process, the methodology used to identify solutions, and four budget balancing scenarios for City Council consideration for the FY 2026-27 and FY 2027-28 Biennial Budget.

The preliminary General Fund budget analysis identified a structural operating budget deficit of approximately $1.7 million in FY 2026-27 and $2.2 million in FY 2027-28, assuming continuation of current service levels with fully updated cost projections. Key cost drivers include significant growth in insurance costs, personnel costs under current labor agreements, and CalPERS pension obligations. Using a target-based budgeting approach, the Finance Department worked with all City departments to identify budget solutions. Departments absorbed several hundred thousand dollars of internal non-personnel cuts that do not affect public-facing programs or services. The four scenarios presented in this report represent additional solutions, each building on a common foundation of updated overhead cost allocations, utilization of special revenue funds for allowable costs, formalized and increased vehicle and equipment replacement contributions, technology infrastructure investment, and citywide non-personnel reductions. All four scenarios achieve a balanced operating budget in both years, but differ in the depth of service reductions, the approach to funding the upcoming fire engine replacement as a one-time capital cost, and the resulting long-range General Fund reserve outlook.

Scenario A maintains the highest level of services of the four scenarios, making more limited long-term infrastructure and capital contributions in exchange for preserving current service levels in both budget years, and uses one-time fund balance to fund the fire engine in both years. Scenario B adds a moderate set of program and service reductions, uses one-time fund balance for the second fire engine payment only, and makes stronger contributions to long-term infrastructure needs. Scenarios C and D involve significant reductions to City programs and services and fund the fire engine without using one-time reserves, keeping reserves at or above 30 percent in the budget years and with Scenario D maintaining that level throughout the long-range forecast period.

Scenario B represents a balance between service reductions and long-term fiscal planning that keeps services at the highest level the City can responsibly sustain, while allowing fund balance to decrease to a projected low of approximately 26 percent in recognition that using one-time funds for a one-time capital expenditure is a sound and intentional fiscal approach. In a period of significant economic uncertainty, staff believe Scenario B achieves a sustainable and balanced operating budget without making deeper cuts than current conditions warrant. While the long-range forecast graphs for Scenarios A and B may appear similar, the fiscal foundation underlying Scenario B is materially stronger, particularly in FY 2027-28 and the out-years, due to the extent of ongoing capital and infrastructure contributions. Scenario C represents a different balanced approach, with significant program and service reductions that enable the City to remain above the 30 percent reserve policy goal in both budgeted years and above 29 percent in all forecasted years — a strong fiscal position achieved through difficult trade-offs. Scenario D achieves the goal of keeping reserves above 30 percent in all projected years, but does so through reductions to services that are Council and community priorities, including the elimination of City-funded additional library hours.

Table 1. Summary of Budget Balancing Scenarios

	Operating Budget Surplus (Deficit)		One-Time Expenses*		Total Surplus (Deficit)		Notes	Lowest Reserve Level Projected
	FY 2026-27	FY 2027-28	FY 2026-27	FY 2027-28	FY 2026-27	FY 2027-28		
Pre-Solution Baseline	(14,503.78)	(325,707.71)	(301,061.00)	(882,539.00)	**(315,564.78)**	**(1,208,246.71)**	Current budget projections reflecting departmental non-personnel reductions already made; does not include solutions to close the structural deficit.	21%
Scenario A	9,496.22	48,292.29	(301,061.00)	(882,539.00)	**(291,564.78)**	**(834,246.71)**	Balanced operating budget; avoids major service cuts. ISF contributions for capital and vehicle replacement in FY 2026-27 only. Fund balance used for fire engine in both years.	26%
Scenario B	335,246.22	21,067.29	(301,061.00)	(882,539.00)	**34,185.22**	**(861,471.71)**	Balanced operating budget; moderate service reductions. ISF contributions for capital and vehicle replacement in both years. Fire engine cost absorbed in FY 2026-27 operating budget; fund balance used in FY 2027-28.	26%
Scenario C	773,246.22	462,067.29	(750,000.00)	(433,600.00)	**23,246.22**	**28,467.29**	Balanced operating budget; significant service reductions. ISF contributions for capital and vehicle replacement in both years. No use of fund balance in either year.	29%
Scenario D	869,458.73	563,374.56	(750,000.00)	(433,600.00)	**119,458.73**	**129,774.56**	Balanced operating budget; significant service reductions, including elimination of City-funded additional library hours. ISF contributions for capital and vehicle replacement in both years. No use of fund balance in either year.	30%

*One-Time Expenses reflect fire engine costs paid from the General Fund. Scenarios A and B reflect paying expected costs as they arise, while Scenarios C and D front-load costs in FY 2026-27 by transferring a larger portion to an internal service fund, reducing the FY 2027-28 payment.

BACKGROUND

Budget Development Process

Finance staff developed the preliminary FY 2026-27 and FY 2027-28 biennial budget estimates beginning with revenue and expenditure forecasting. City Council reviewed revenue assumptions during the April 21, 2026 study session; the Proposed Budget will present them again in full.

Finance projected personnel costs using current labor Memorandums of Understanding (MOUs) and historical trend estimates for groups whose contracts expire during the budget period, and applied a citywide salary savings assumption of 2 percent. While the City historically experiences vacancy rates of 8 to 12 percent, overtime, backfill, specialized contract services, and other operational needs absorb most of those savings. The 2 percent assumption reflects the net portion representing a genuine budget reduction.

Staff projected CalPERS pension costs based on current actuarial data. Staff estimated non-discretionary non-personnel costs based on known rates and contracts as well as CPI estimates. Insurance costs are a particular driver, having increased approximately 210 percent citywide between 2021 and 2028, with a projected 19 percent increase in FY 2026-27 moderating to an estimated 12 percent in FY 2027-28.

Willdan Financial Services completed a new Cost Allocation Plan (CAP) on behalf of the City in spring 2025, and staff used it to validate and update overhead allocations to the City's special revenue funds and enterprise fund. The prior CAP had not been updated in over a decade, and non-General Fund operations had not been absorbing their appropriate share of growing citywide costs, particularly insurance. The updated CAP more accurately distributes overhead costs across the Gas Tax, NPDES, LLAD, Measure J Return to Source, Measure J Storm Drain, Measure H Park and Recreation Facilities, Measure J Paratransit, COPS Grant, and Integrated Waste Management funds. Finance verified all charges are allowable under applicable funding source requirements. The updated allocations meaningfully increase General Fund cost recovery, particularly regarding the IWM fund, which had an allocation that increased by approximately $400,000.

The budget development process incorporated City Council priority-setting at the January 2026 retreat; community feedback through the budget survey (173 respondents) and public workshops in March 2026; Financial Advisory Board (FAB) recommendations; and department head presentations on City services.

The City's Comprehensive Financial Policy (Resolution No. 2026-17, adopted March 17, 2026) establishes General Fund reserve targets that guide budget planning. The policy sets a goal of maintaining an unrestricted General Fund operating reserve of 17 percent of projected General Fund operating expenditures, and separately requires the City to maintain an Emergency and Disaster Recovery Fund (EDRF) at 13 percent of projected General Fund operating expenditures, for a combined reserve policy goal of 30 percent. The City Council may adopt a deficit budget if projected unassigned reserves do not fall below 10 percent in any year of the five-year budget forecast; should unassigned reserves fall below 10 percent, the City must adopt a plan each budget year to restore the unassigned reserve level to 17 percent. The City also maintains a Section 115 pension trust with a current balance of approximately $3 million, which is separate from the General Fund reserve and designated specifically for pension obligations.

Target-Based Budgeting Approach

For the FY 2026-27 and FY 2027-28 biennial budget, the City applied a target-based budgeting (TBB) approach consistent with best practices identified by the Government Finance Officers Association (GFOA). Finance and the City Manager's Office built a status quo expenditure projection, incorporating current MOU-based personnel costs, non-discretionary estimates, and projected increases in discretionary costs. That analysis identified a preliminary structural General Fund operating budget deficit of approximately $1.7 million in FY 2026-27 and $2.2 million in FY 2027-28.

While TBB often evaluates both service additions and reductions, the City's fiscal position required a primarily cut-oriented application this cycle. Finance and the City Manager's Office used the process to identify what operations the City can sustain within existing revenues, while building in contributions to vehicle and equipment replacement, deferred infrastructure maintenance, and capital projects internal service funds to plan for long-term needs. Each department received a spending target based on its share of General Fund expenditures, staffing levels, and cost recovery through fees, grants, or other non-General Fund sources. Departments submitted proposals to meet their targets; Finance and the City Manager's Office conducted multiple rounds of meetings with directors, evaluated proposals, and developed additional solutions.

Finance assessed all proposed solutions against the following criteria: whether the department director recommended it; whether the change was one-time, short-term, or permanent; whether it would require labor negotiation; whether it could prevent the City from meeting a legal mandate; whether it would significantly affect public health and safety, equity, or specific community populations; whether apparent savings would be offset by lost revenues or cost recovery; alignment with City Council priorities and community engagement results; and feasibility given staff capacity and timeline.

Through the target-based budgeting process, departments identified and absorbed several hundred thousand dollars in internal reductions: shifts in non-personnel budgets, operational efficiencies, and cost realignments that departments determined they could manage without cutting programs or services to the public. These reductions are already reflected in the baseline budget. The budget solutions presented in the four scenarios below represent a separate and additional layer of decisions, each carrying real trade-offs in service levels, programs, or long-term fiscal positioning. Staff presents these trade-offs transparently so that City Council and the community can weigh them with a clear understanding of what is at stake.

ANALYSIS

Budget Balancing Scenarios

All four scenarios presented below represent fiscally viable paths to a balanced FY 2026-27 and FY 2027-28 biennial operating budget. These scenarios differ in the depth of program and service reductions, the approach to funding the fire engine replacement, and the long-range outlook for General Fund reserves. Scenarios C and D involve significant reductions to City programs and services. These trade-offs are real and are detailed below for City Council and the public's understanding.

An important distinction in reviewing these scenarios is the difference between the operating budget and one-time expenditures. The City's operating budget covers ongoing revenues and expenditures for day-to-day City services. A structurally balanced operating budget means ongoing revenues cover ongoing expenditures. One-time expenditures, such as the fire engine purchase, are separate from the operating budget and are not expected to recur annually.

In some scenarios, the operating budget generates sufficient surplus in a given year to absorb a one-time expenditure without drawing on reserves; in others, the size or timing of a one-time cost requires use of fund balance to keep the total budget balanced. The fire engine replacement is the primary one-time expenditure driving this distinction across the four scenarios.

The long-range General Fund forecast underlying each scenario reflects current budget projections and assumes use of the Section 115 pension trust beginning in FY 2028-29 and ending in FY 2034-35, when pension costs are projected to be at or near their peak, to smooth the impact on the General Fund in those years. The forecast may appear visually similar to the long-range forecast presented to City Council at the mid-year budget update in March 2026. However, all four scenarios presented here are materially more sustainable than the prior forecast. Every scenario includes ongoing contributions to internal service funds for vehicle and equipment replacement, Fire Department vehicle and equipment needs, and deferred maintenance and capital infrastructure — costs that were not being set aside in prior forecasts. Departments have also absorbed real reductions in every scenario. The shape of the forecast graphs may look familiar, but the foundation beneath them is meaningfully stronger.

Budget Changes Included in All Scenarios

Technology and Operations Investment

All scenarios include an investment of approximately $140,000 annually in technology infrastructure, covering three components: critical cybersecurity improvements to protect sensitive City and law enforcement data and meet federal data protection standards; a Computerized Maintenance Management System (CMMS) for Public Works to shift asset management from reactive to proactive and data-driven; and an upgrade of the City's geographic information system (GIS) to an ESRI platform, removing a significant integration barrier identified as limiting operational efficiency across departments.

Overhead Cost Allocation Update

All four scenarios include the updated overhead cost allocation described in the Budget Development Process section above, generating $461,000 in additional General Fund cost recovery in FY 2026-27 and $520,000 in FY 2027-28.

Police Department - Special Revenue Fund Utilization and Recruitment

All scenarios shift allowable Police Department costs to special revenue funds where permitted. License plate reader system costs and a portion of digital evidence management system costs would be funded through the Citizens' Option for Public Safety (COPS) Grant fund, drawing on current fund balance. Allowable vehicle replacement costs would shift to the asset replacement fund, and allowable expenses would be covered using the vehicle abatement fund balance. An administrative overhead allocation consistent with grant stipulations would also be applied to the COPS Grant fund. In Scenario A, these shifts reduce General Fund expenditures by $125,000 annually; Scenarios B, C, and D achieve additional savings through supplemental reductions to Police software and equipment budgets, described below.

All four scenarios also reduce Police Officer recruitment costs by approximately $48,000 annually through two actions: eliminating the hiring incentive and returning starting pay to Step 1 for new hires, incentives introduced in 2023 in response to significant staffing vacancies and a highly competitive hiring environment; and pausing supplemental recruitment services added during the same period. The department is now fully staffed and recruitment conditions have improved. Both measures can be reinstated if conditions change.

Citywide Non-Personnel Reductions
All scenarios include reductions to non-personnel budgets across City departments, encompassing supplies, equipment, professional services, and maintenance. These reductions reflect adjustments departments identified as manageable within their operations and do not involve cuts to programs or services to the public.

Vehicle and Equipment Replacement - Internal Service Fund
All four scenarios formalize and increase the City's approach to vehicle and equipment replacement through a dedicated internal service fund. Previously, vehicle replacement costs were budgeted individually and inconsistently. The updated structure establishes regular annual General Fund contributions of approximately $440,000 citywide, improving long-term planning and financial transparency. All four scenarios also include $100,000 annually for small Fire Department vehicle replacement, ensuring the department maintains a predictable replacement schedule for vehicles that have exceeded their useful life.

Fire Department Vehicle and Equipment Replacement Reserve
All four scenarios contribute $50,000 annually to a dedicated Fire Department vehicle and equipment replacement reserve, which funds self-contained breathing apparatus (SCBAs) and builds long-term savings toward future fire engine replacement. Scenario A does not include this contribution in FY 2027-28 (only in FY 2026-27); all other scenarios contribute in both budget years.

Deferred Maintenance and Capital Infrastructure - Internal Service Fund
All four scenarios contribute $300,000 to a dedicated internal service fund for deferred maintenance and long-term capital infrastructure needs. Scenario A includes this contribution in FY 2026-27 only; all other scenarios contribute in both budget years.

Fire Engine Replacement - Background
At the City Council’s direction in FY 2025-26, the City signed a contract to replace one of the City’s aging fire engines, with payments of approximately $301,000 in FY 2026-27 and $883,000 in FY 2027-28. The City does not currently have designated reserves for this purchase. During the period from 2019 to the present, when El Cerrito was experiencing fiscal distress, longer-term capital costs were deferred to balance the budget and ensure continuity of services. As a result, no dedicated fire engine replacement reserve was established. In June 2025, the City Council set aside $380,000 to contribute towards the purchase, but additional funds are required to cover the total cost. Each scenario funds these two payments differently, as described below.

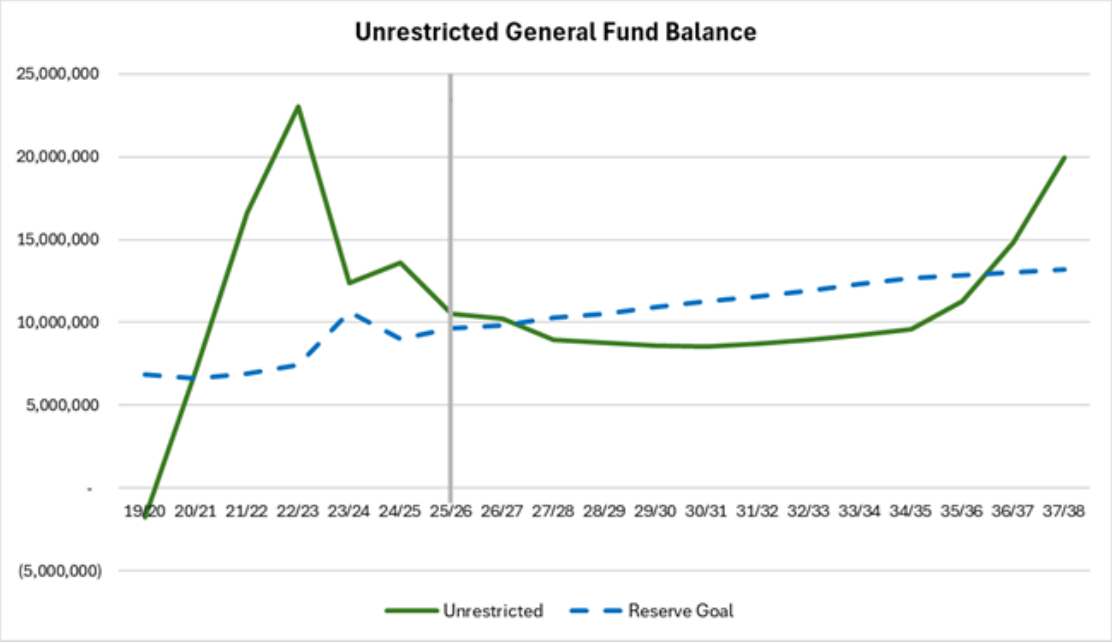
Every scenario also includes ongoing annual contributions to a Fire Department vehicle and equipment replacement internal service fund going forward, so that one-time reserves are not required for future purchases.

Scenario A
Scenario A avoids major cuts to programs and services. It makes some contributions to long-term infrastructure and vehicle replacement needs in FY 2026-27 only and uses one-time General Fund reserves to fund both fire engine payments.

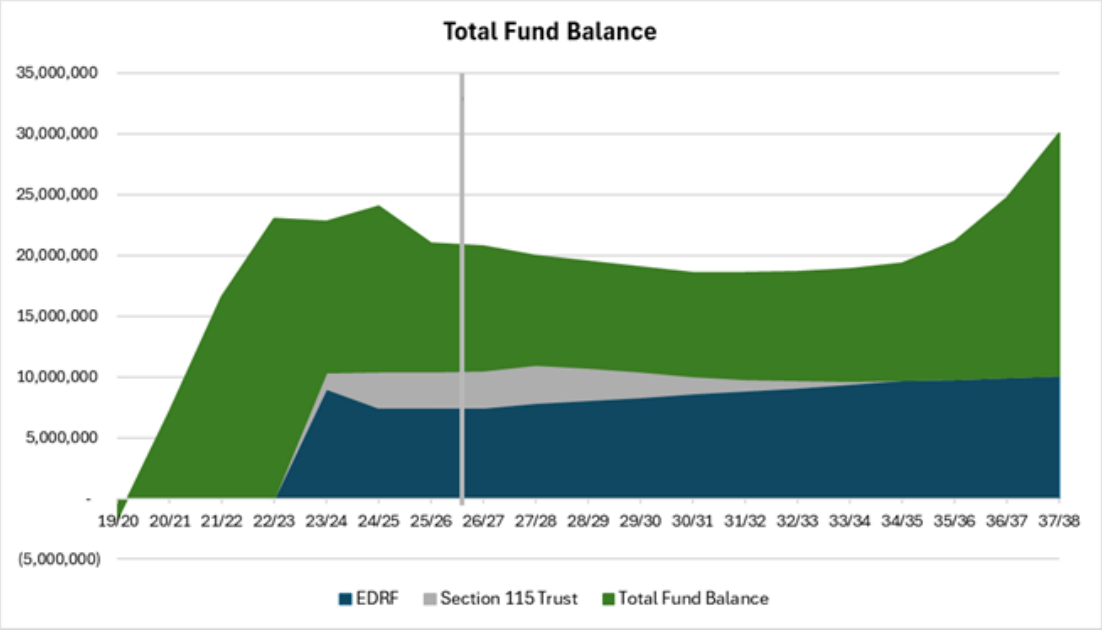
Fire Engine Replacement
Scenario A funds both the FY 2026-27 payment of approximately $301,000 and the FY 2027-28 payment of approximately $883,000 using one-time General Fund reserves.

Long-Range General Fund Forecast
Under Scenario A, the City projects use of fund balance from FY 2026-27 through FY 2031-32. Reserves are projected to reach a low of approximately 26 percent of expenditures during this period, comprising approximately 13 percent in the EDRF and 13 percent in unrestricted reserves, falling below the City's reserve policy goal of 17 percent unrestricted and 13 percent EDRF, for a combined goal of 30 percent.

Graph 1. Unrestricted General Fund Balance – Scenario A



Graph 2. Total Fund Balance – Scenario A



Scenario B
Scenario B includes a moderate set of proposed program and service reductions. It uses one-time General Fund reserves to fund the FY 2027-28 fire engine payment only and makes sustained contributions to internal service funds for infrastructure and vehicle replacement in both budget years.

All elements described in the shared section above apply to Scenario B. The following describes elements that are new or different in Scenario B:

Communications and Facilitation
Scenario B reduces professional communications and facilitation support by approximately $75,000 annually through three actions. The City would eliminate its contract with an outside communications firm and manage social media in-house, with some reduction in public information capacity anticipated. The City would eliminate the twice-yearly News and Views newsletter currently mailed to all residents; the City would continue communicating through other channels. The City would also eliminate the contract for a professional facilitator for the City Council's annual priority-setting retreat, with staff facilitating instead. A neutral third-party facilitator supports productive dialogue and allows all Council members and staff to participate fully without one party managing the process. Taken together, these reductions may result in some decrease in the reach and frequency of public communications, with potential impacts to community awareness and transparency.

Recreation Programs and Events
Scenario B reduces Recreation Department expenditures by approximately $82,000 annually. Special events such as the pancake breakfast, Spring Tea Party, and Play Like a Girl+ would be cancelled; staff capacity previously dedicated to these events would be redirected toward strengthening core Recreation programs. Contract janitorial services would be significantly reduced, retaining only a limited portion for staff absences and periodic deep cleaning; regular janitorial operations would continue through City custodial staff.

Landscape Maintenance
Scenario B reduces the Rubicon landscaping contract by $10,000 in FY 2026-27, with cumulative reductions reaching $30,000 in FY 2027-28. In FY 2026-27, contract services would be eliminated at several residential streetscapes and Fire Station 52, and mowing frequency on the Ohlone Greenway would be reduced from eight to five times per year. In FY 2027-28, additional cumulative reductions would eliminate contract services at City Hall, the Public Safety Building, the Library, Madera and Portola Clubhouses, Moeser Lane medians, and hillside vegetation management areas. Public Works maintenance staff would assume reduced-frequency landscape services at affected locations; City maintenance staff are generalists and do not have the specialized equipment or expertise of a dedicated landscaping contractor. Residents can expect a visible and progressive decline in maintenance standards at affected locations over time.

Police Department - Additional Software and Equipment Reductions
Scenario B achieves greater General Fund savings from Police Department cost shifts than Scenario A, reaching $168,000 in FY 2026-27 and $143,000 in FY 2027-28, through additional reductions to Police software and equipment budgets beyond those achieved through the fund shifts alone. In FY 2026-27, this includes canceling a planned drone purchase, which would have expanded the department's capacity to respond to in-progress incidents and investigations. Additional software budget reductions apply in both years.

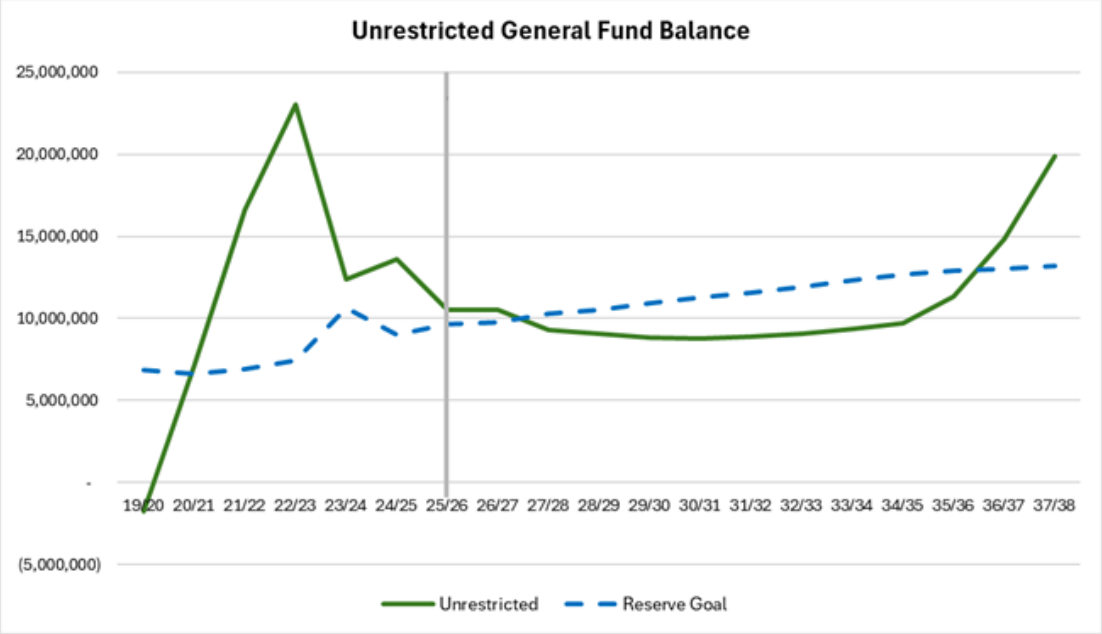
Administrative Support and Supplies
Scenario B reduces select administrative support and supplies costs by approximately $45,000 annually. Discretionary meal and employee recognition spending would be centralized and reduced citywide, with City-organized staff events coordinated through Human Resources to ensure consistency and equity across departments. Reimbursements for meal costs would be limited to those required by labor agreements or associated with approved training activities. Recreation Department staff uniforms would be standardized to a consistent design used year over year, generating savings through reduced design costs and improved inventory management while also reducing textile waste.

Advisory Board Recognition and Holiday Lighting
Scenario B eliminates the annual dinner recognizing City advisory body members and eliminates City-funded seasonal holiday light installation along the San Pablo Avenue commercial corridor, for a combined reduction of approximately $10,000 annually.

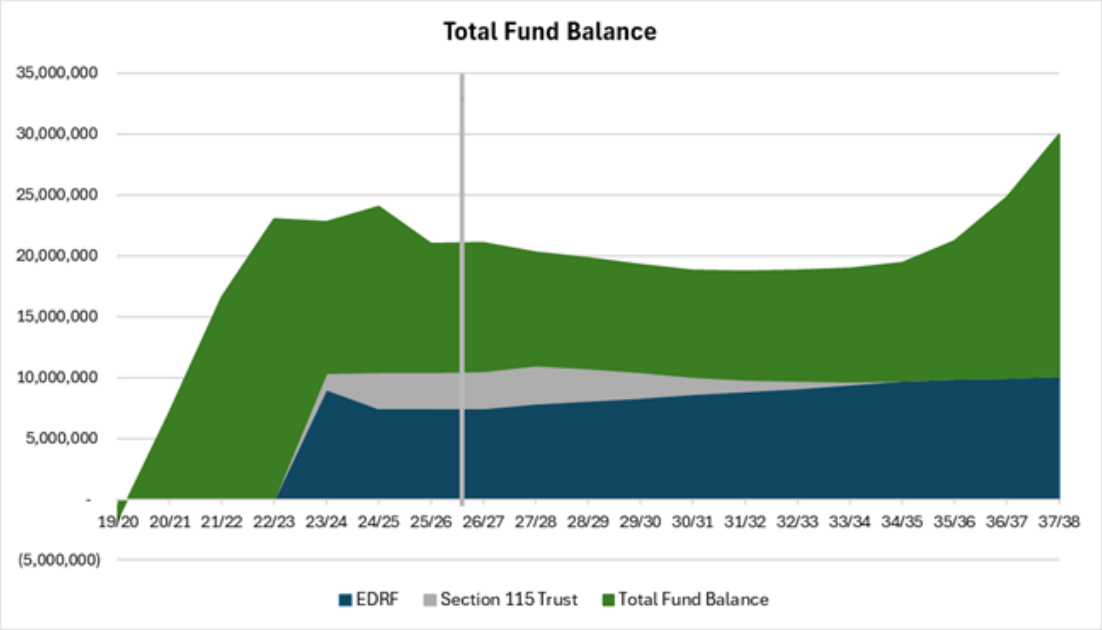
Fire Engine Replacement
In FY 2026-27, the operating budget generates sufficient surplus to absorb the fire engine payment of approximately $301,000 without drawing on General Fund reserves. In FY 2027-28, the payment of approximately $883,000 exceeds what the operating budget can absorb, and one-time General Fund reserves fund the difference.

Long-Range General Fund Forecast
Under Scenario B, the City projects use of one-time reserves in FY 2027-28 for the fire engine payment, with projected use of fund balance continuing in FY 2028-29 through approximately FY 2031-32. Reserves are projected to reach a low of approximately 26 percent of expenditures during this period, comprising approximately 13 percent in the EDRF and 13 percent in unrestricted reserves, falling below the City's reserve policy goal of 17 percent unrestricted and 13 percent EDRF, for a combined goal of 30 percent.

Graph 3. Unrestricted General Fund Balance – Scenario B



Graph 4. Total Fund Balance – Scenario B



Scenario C
Scenario C avoids any use of one-time General Fund reserves in either budget year and makes significant and sustained contributions to internal service funds for infrastructure and vehicle replacement. It involves significant cuts to City programs and services beyond those in Scenario B.

All elements described in the shared section above apply. All Scenario B reductions also apply. The following describes elements that are new or different in Scenario C:

Landscape Maintenance
Scenario C increases the landscape maintenance reduction to $105,000 annually in both budget years, compared to cumulative reductions of $10,000 in FY 2026-27 and $30,000 in FY 2027-28 in Scenario B. At this reduction level, the impacts to City landscapes would be significant and citywide. Rubicon landscape, irrigation, and litter removal services would be completely suspended at City Hall, the Public Safety Building, the Recycling Center, Fire Station 52, the Library, Madera and Portola Clubhouses, Moeser Lane medians, and several residential streetscapes. Rubicon would also suspend irrigation repairs throughout the entire City and would need to lay off one full-time employee.

Public Works maintenance staff would assume landscape services at the suspended locations, but at 50 percent of the frequency currently provided by Rubicon. That same 50 percent reduction in service frequency would apply across a broad range of additional City locations, including the Swim and Community Center; athletic fields mowing and turf maintenance services; Arlington, Canyon Trail, Castro, Central, Creekside, Harding, Huber, Poinsett, and Tassajara Parks; San Pablo Avenue medians and streetscapes; Ashbury, Central, Fairmount, and Potrero Avenue medians; the Ohlone Greenway from City limit to City limit; and parks high weed mowing citywide. City maintenance staff are generalists who do not have the specialized equipment or expertise of a dedicated landscaping contractor, and the reduced frequency compounds that limitation. Across the City, residents can expect increased accumulations of trash and litter, a greater number of tall flowering weeds, less trimmed shrubbery, and longer grass on athletic fields and elsewhere. The overall quality of City landscape conditions would be expected to degrade progressively over time, with impacts becoming increasingly evident the longer the reduction remains in place.

Grant Writing and Lobbying Services
Scenario C eliminates contracts with California Public Policy Group for both grant writing and state and federal lobbying services, for a combined reduction of approximately $78,000 annually. While staff would continue to manage existing awarded grants and apply for grants where capacity allows, this reduction would diminish the City's capacity to identify and apply for new grant opportunities. The lobbying contract has supported the City in securing federal earmarks and advocating on legislation with significant financial and operational impacts; eliminating it would reduce the City's presence and influence in state and federal policy processes.

General Fund Contribution for 4th of July Event
All four scenarios eliminate the General Fund contribution to the Fourth of July celebration. The event has existing reserved fund balance that will sustain it in the near term; over time, the event would rely increasingly on donations and sponsorships to continue. The celebration could likely continue under this funding model, though it may be reduced in scale, including potential elimination of the worldOne stage.

City Council Travel and Training
Scenario C reduces the individual travel and training budget for each City Council member by $1,000 annually, from $5,000 to $4,000, for a total reduction of $5,000. Funding for the Mayor's allowance and New Mayor and Councilmember Academy would remain unchanged.

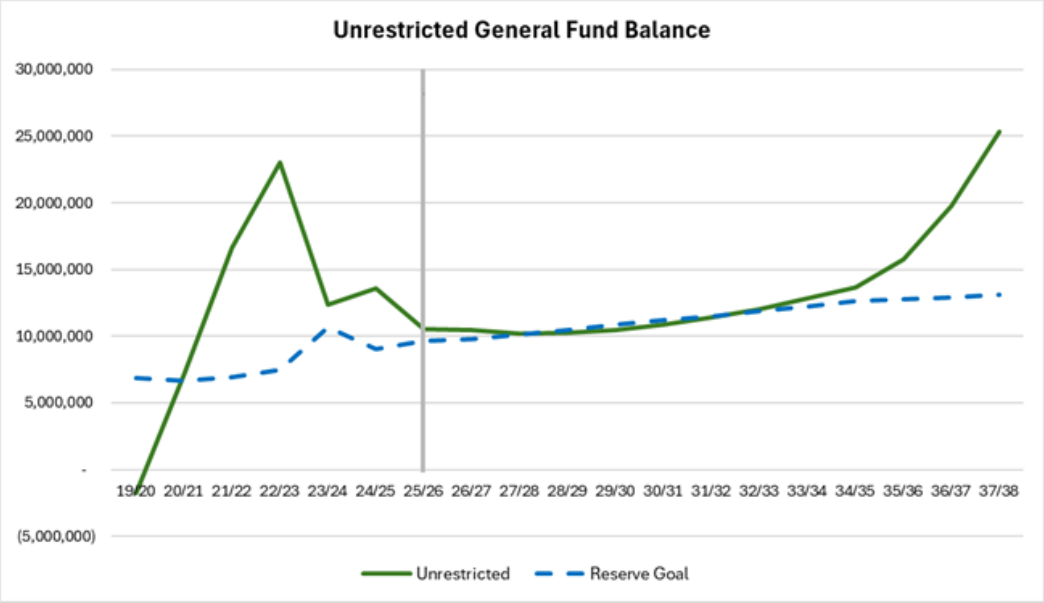
EC Stars High School Internship Program
Scenario C eliminates the EC Stars program, which places paid high school interns across City departments each summer, for a reduction of $23,000 in FY 2027-28 only. The current program year is already underway and cannot be reduced in FY 2026-27. In addition to providing local youth with professional work experience and exposure to career opportunities in local government, the program supports departmental capacity during the summer season.

Building Division - Conversion to Contract Services
Scenario C permanently converts the Building Division to contract services, for a reduction of approximately $210,000 annually. The Building Division has operated using contract staffing for several years; this change would formalize the existing service delivery model rather than represent a major operational shift. This change also decreases the total budget for the building division and could result in longer wait times and shorter counter hours. This structural change would still require labor negotiations and a formal procurement process to establish a long-term contract.

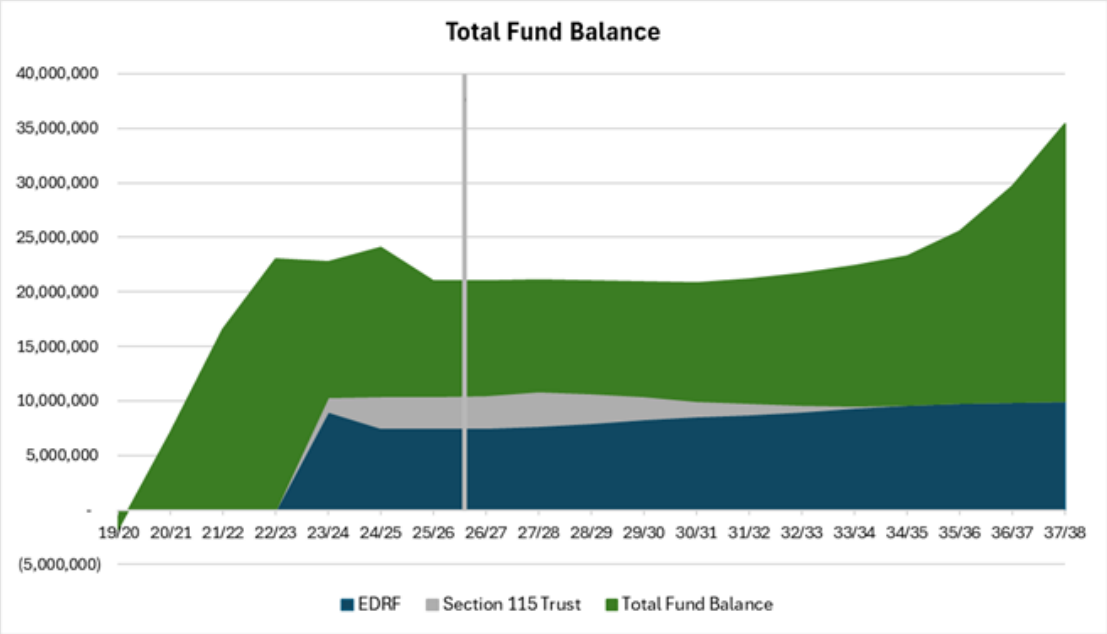
Fire Engine Replacement
Rather than using one-time General Fund reserves, Scenario C funds the fire engine through the internal service fund, with contributions of approximately $750,000 in FY 2026-27 and $433,600 in FY 2027-28. This approach front-loads costs into the first budget year because operating costs escalate more significantly in the second year, allowing the City to fund the engine through the internal service fund while avoiding deeper cuts in FY 2027-28.

Long-Range General Fund Forecast
Under Scenario C, the City projects reserves above 30 percent in both FY 2026-27 and FY 2027-28, meeting the City's combined reserve policy goal of 30 percent, comprising 13 percent in the EDRF and 17 percent in unrestricted reserves, in both budget years. Reserves may fall modestly below 30 percent in FY 2028-29 through FY 2030-31 if no further adjustments are made, but are projected to remain above 29 percent in all forecasted years, with the unrestricted component remaining above 16 percent throughout.

Graph 5. Unrestricted General Fund Balance – Scenario C



Graph 6. Total Fund Balance – Scenario C



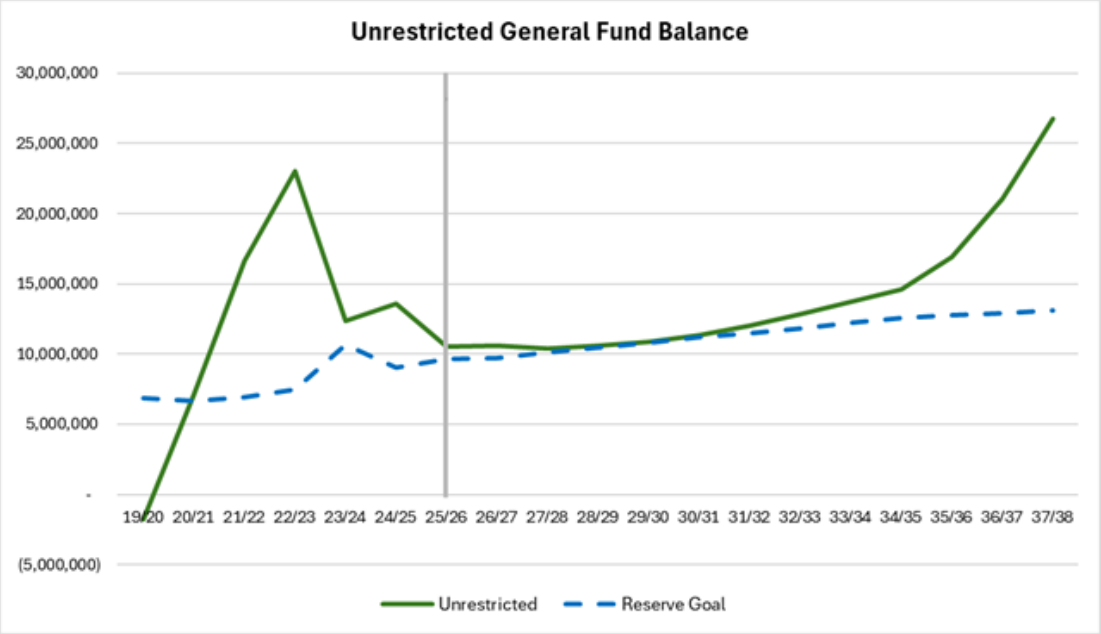
Scenario D

Scenario D includes all of the changes detailed in Scenario C, but also eliminates the six City-funded additional weekly library hours currently offered beyond the County-funded baseline of 40 hours per week, for a reduction of approximately $100,000 annually. The six additional hours are currently spread across Tuesday, Wednesday, and Thursday. Eliminating them would return the library to the County-funded baseline schedule, with Tuesday hours reduced from 10:00 a.m. to 8:00 p.m. to 12:00 p.m. to 8:00 p.m., and Wednesday and Thursday hours reduced from 10:00 a.m. to 8:00 p.m. to 10:00 a.m. to 6:00 p.m.

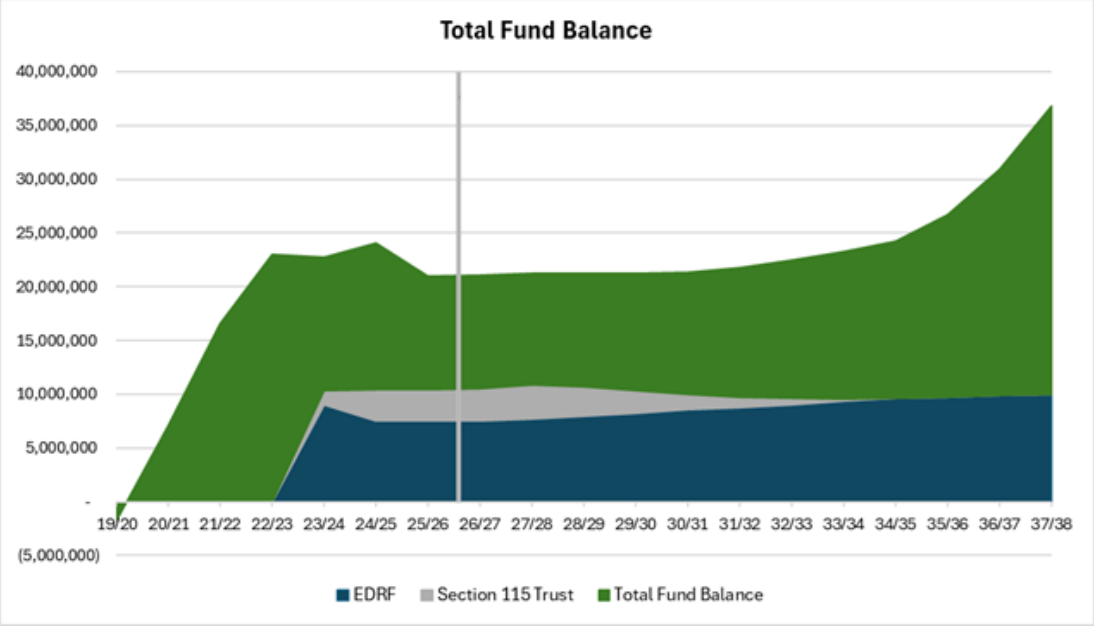
Long-Range General Fund Forecast

Under Scenario D, the City projects reserves above 30 percent in all projected fiscal years throughout the forecast period, meeting the City's combined reserve policy goal of 30 percent, comprising 13 percent in the EDRF and 17 percent in unrestricted reserves, in every year.

Graph 7. Unrestricted General Fund Balance – Scenario D



Graph 8. Total Fund Balance – Scenario D



Strategies Considered but Not Recommended

Through the target-based budgeting process, staff and departments evaluated a broad range of additional strategies beyond those included in the four scenarios above. The following summarizes options that were evaluated but are not recommended at this time, and the primary reasons for that determination.

Fire Department Staffing
Browning out Fire Station 52 during staffing vacancies to reduce backfill overtime costs was considered and is not recommended. Staffing vacancies are a normal and unavoidable feature of fire department operations and do not reduce community demand for emergency response. When Station 52 is browned out, response demand transfers to neighboring companies, which must travel farther and operate with reduced reserve capacity, increasing risk to both the public and responding personnel. Backfill overtime is not discretionary spending; it is the cost of maintaining minimum emergency service levels. Additionally, browning out Station 52 would create a service inequity, as El Cerrito residents would experience reduced service while Kensington would continue receiving the same level of response coverage.

Eliminating or downgrading the Training Battalion Chief (BC) position was considered in two forms - full elimination and downgrade to a Training Captain - and neither is recommended. The Training BC is the department's central point of accountability for firefighter hiring, recruit onboarding, promotional testing, required recurring training, and regional coordination through Contra Costa County Operational Area and California Incident Command Certification System structures. The position also serves as Acting Fire Chief when the Fire Chief is unavailable. Eliminating the position would not eliminate these responsibilities; it would scatter them across line Battalion Chiefs and command staff who already carry full operational workloads. Downgrading to a Captain would require meet-and-confer with Local 1230, could create a rank inversion with a Captain overseeing training requirements for Battalion Chiefs, and would effectively leave the department short one BC, reducing operational flexibility and Acting Chief coverage. Either change would be pursued through attrition rather than layoff, but retirement and departure timelines are difficult to predict. Balancing the budget on solutions with uncertain implementation dates introduces significant fiscal risk.

Police Department Staffing
Eliminating five sworn officer positions, including two Traffic Officers, two Detectives, and one Patrol Officer, was considered and is not recommended. Eliminating dedicated traffic officers would end targeted traffic safety enforcement, with patrol officers assuming traffic enforcement on a discretionary basis rather than as a primary function. Based on the City's own experience during prior staffing reductions, traffic enforcement activity declined significantly during periods without dedicated traffic officers, with an associated reduction in traffic fine revenue. Response times would be expected to increase as patrol staffing is stretched across existing service demands, and investigative capacity would be reduced with the elimination of two Detective positions. Based on historical patterns at comparable agencies and the City's own prior experience, officer departures to more stable agencies are plausible following a layoff of this scale, effectively compounding the staffing reduction well beyond the five positions directly eliminated and creating recruitment challenges that could persist for several years.

Eliminating two Traffic Officers and one Detective was also considered independently and is not recommended for similar reasons, as the elimination of all dedicated traffic enforcement capacity carries the same core risks regardless of the total number of positions eliminated. Both options would be pursued through attrition, but retirement and departure timelines are difficult to predict, and balancing the budget on solutions with uncertain implementation dates introduces significant fiscal risk.

Workforce and Compensation
Staff evaluated several options related to employee compensation and benefits, including freezing or reducing cost-of-living adjustments (COLAs) for all or only unrepresented employees, requiring employee contributions toward medical premiums for dependent or employee-only coverage, and increasing medical insurance copays. These options are not recommended at this time for several reasons. All current labor agreements include COLAs that have already been negotiated and approved; implementing changes would require reopening agreements with some or all bargaining units. The City recently experienced a period of compensation compression that required a Classification and Compensation study and resulted in substantial catch-up costs in subsequent years, and staff does not recommend repeating that pattern as it does not achieve long-term fiscal sustainability. Regarding medical benefits, increasing copays would risk forfeiting the City's grandfathered status in a Kaiser Permanente plan that provides strong coverage at competitive rates, potentially increasing overall City costs while decreasing coverage quality for employees. More broadly, labor negotiations to implement any of these changes could take years to conclude, outcomes are not guaranteed, and additional costs incurred in reaching agreement could offset or significantly delay the projected savings. These options may warrant consideration in future labor negotiations but are not suitable as near-term budget balancing strategies.

Community Programs and Staffing
Eliminating the Senior Program Manager positions overseeing affordable housing and economic development and sustainable transportation is not recommended. These positions manage programs and grants that directly advance top City Council and community priorities, including affordable housing, neighborhood preservation, business attraction and retention, economic development, complete streets, transportation demand management, and local road safety. Both positions manage large grants that bring significant outside funding to the City. Elimination would put that funding at risk and would likely result in the City falling behind on commitments under its General Plan, Affordable Housing Strategy, Housing Element, and multimodal transportation goals. Contracting out all custodial services was considered and requires deeper analysis before further consideration; estimated savings are approximately equal to one full-time position cost, as contract services would need to partially backfill eliminated roles, and the option would require extensive labor negotiations with uncertain outcomes. Eliminating most free and low-cost senior programs was considered and is not recommended. These programs provide important socialization and community connection opportunities for El Cerrito seniors at modest cost relative to their community impact.

Regional Memberships and Legal Requirements
Withdrawing from regional and statewide membership organizations, including the League of California Cities (Cal Cities), Association of Bay Area Governments (ABAG), National League of Cities (NLC), Contra Costa County Mayors Conference, and East Bay Wildfire Coalition, was considered and is not recommended. These memberships support regional advocacy, intergovernmental coordination, and the City's voice in county, state, and federal policy processes. Withdrawal would be particularly notable given that El Cerrito's Mayor currently serves as Cal Cities President and the City Manager serves on the Cal Cities Board of Directors, roles that provide the City with significant influence over statewide municipal policy at a time when that influence is especially valuable. Eliminating the City's Zoom Webinar subscription was evaluated and is not feasible; new state law requires the City to provide hybrid meeting access for City Council meetings, and elimination would place the City out of compliance with that mandate.

Vacancy Holds
Staff evaluated holding a set of current vacancies unfilled for up to two years, including one Police Officer, one Police Records Specialist, one Firefighter, one Recreation Administrative Assistant, and one Recreation Supervisor overseeing childcare programs. While vacancy holds can provide short-term budget relief without requiring layoffs or labor negotiations, this approach is not recommended as a budget balancing strategy at this time. Holding these positions vacant would reduce service levels, place additional strain on existing staff, and in some cases require backfill or overtime to meet minimum public safety staffing requirements, partially offsetting the projected savings. For public safety positions in particular, extended vacancies risk affecting response times and investigation timelines. Staff views intentional, planned staffing decisions as preferable to holding vacancies reactively as a temporary measure; should conditions change, this option could be revisited in the context of a broader workforce planning discussion.

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 fiscal impact of the proposed budget depends on the scenario selected by City Council. Detailed expenditure and revenue figures for each scenario will be presented in the Proposed Budget. All four scenarios achieve a balanced operating budget for FY 2026-27 and FY 2027-28 through a combination of revenue adjustments, expenditure reductions, and internal service fund restructuring. Scenarios A and B utilize one-time General Fund reserves to fund a portion of the contracted fire engine replacement, while Scenarios C and D fund all costs within the operating budget and internal service fund contributions without drawing on reserves.

LEGAL CONSIDERATIONS

This section is not applicable to this agenda item.

Reviewed by:

Karen Pinkos, City Manager

Attachments:

1. Budget Balancing Scenarios - Summary
2. Budget Balancing Scenarios - Detailed
3. Presentation

Attachment 1 – Budget Balancing Scenarios – Summary

Scenario A	Scenario B
Operating Budget Additions • Invest in cybersecurity, technology infrastructure, and work order management software ($140k) **Operating Budget Reductions** • Utilize special revenue funds for allowable Police Department costs, including software, equipment, and administrative overhead ($125k) • Update overhead cost allocation to special funds, reducing General Fund subsidy ($461k FY27 / $520k FY28) • Reduce non-personnel budgets citywide, including supplies, equipment, professional services, and maintenance • Reduce Police Officer recruitment incentives and recruitment support ($48k) **Internal Service Fund and Long-Term Planning Allocations** • Restructure vehicle and equipment replacement contributions through internal service fund, citywide ($440k) • Annual contribution to Fire Department vehicle and equipment replacement reserve ($50k FY27 only) • Annual contribution to internal service fund for deferred maintenance and capital infrastructure ($300k FY27 only) • Add annual small Fire Department vehicle replacement funding ($100k) **One-Time Expenditures** • Use of fund balance for fire engine replacement ($301k FY27 / $883k FY28)	**Operating Budget Additions** • Invest in cybersecurity, technology infrastructure, and work order management software ($140k) **Operating Budget Reductions** • Utilize special revenue funds for allowable Police Department costs, including software, equipment, and administrative overhead, and decrease software and equipment budget ($168k FY27, $143k FY28) • Update overhead cost allocation to special funds, reducing General Fund subsidy ($461k FY27 / $520k FY28) • Reduce non-personnel budgets citywide, including supplies, equipment, professional services, and maintenance • Reduce Police Officer recruitment incentives and recruitment support ($48k) • Decrease professional communications and facilitation support, including managing social media in-house, eliminating the News and Views newsletter, and eliminating the City Council retreat facilitator ($75k) • Eliminate or reduce Recreation programs and events, including some special events and most contract janitorial services ($82k) • Reduce landscape maintenance contract services, with impacts to streetscapes, medians, and the Ohlone Greenway ($10k FY27 / $30k FY28) • Reduce select administrative support and supplies costs ($45k) • Cancel Advisory Board Member recognition dinner and holiday light installation on San Pablo Avenue ($10k) **Internal Service Fund and Long-Term Planning Allocations** • Restructure vehicle and equipment replacement contributions through internal service fund, citywide ($440k) • Annual contribution to internal service fund for deferred maintenance and capital infrastructure ($300k) • Annual contribution to Fire Department vehicle and equipment replacement reserve ($50k) • Add annual small Fire Department vehicle replacement funding ($100k) **One-Time Expenditures** • Use of fund balance for fire engine replacement ($883k FY28 only)

Attachment 1 – Budget Balancing Scenarios – Summary

Scenario C	Scenario D
Operating Budget Additions • Invest in cybersecurity, technology infrastructure, and work order management software ($140k) **Operating Budget Reductions** • Utilize special revenue funds for allowable Police Department costs, including software, equipment, and administrative overhead, and decrease software and equipment budget ($168k FY27, $143k FY28) • Update overhead cost allocation to special funds, reducing General Fund subsidy ($461k FY27 / $520k FY28) • Reduce non-personnel budgets citywide, including supplies, equipment, professional services, and maintenance • Reduce Police Officer recruitment incentives and recruitment support ($48k) • Eliminate General Fund contribution to 4th of July event ($50k) • Decrease professional communications and facilitation support, including managing social media in-house, eliminating the News and Views newsletter, and eliminating the City Council retreat facilitator ($75k) • Eliminate or reduce Recreation programs and events, including some special events and most contract janitorial services ($82k) • Reduce landscape maintenance contract services, with significant impacts to streetscapes, medians, the Hillside Natural Area, and the Ohlone Greenway ($105k/year total) • Reduce select administrative support and supplies costs ($45k) • Cancel Advisory Board Member recognition dinner and holiday light installation on San Pablo Avenue ($10k) • Decrease City Council travel and training allocation by $1k per member ($5k total) • Eliminate grant writing and lobbying services ($78k) • Cancel El Cerrito Stars High School Internship Program ($23k FY28 only) • Permanently convert Building Division to contract services ($210k) **Internal Service Fund and Long-Term Planning Allocations** • Restructure vehicle and equipment replacement contributions through internal service fund, citywide ($440k) • Annual contribution to internal service fund for deferred maintenance and capital infrastructure ($300k) • Annual contribution to Fire Department vehicle and equipment replacement reserve ($50k) • Add annual Fire Department small vehicle replacement funding ($100k) • One-time contributions to ISF for Fire Engine ($750k FY27, $434k FY28)	**Operating Budget Additions** • Invest in cybersecurity, technology infrastructure, and work order management software ($140k) **Operating Budget Reductions** • Utilize special revenue funds for allowable Police Department costs, including software, equipment, and administrative overhead, and decrease software and equipment budget ($168k FY27, $143k FY28) • Update overhead cost allocation to special funds, reducing General Fund subsidy ($461k FY27 / $520k FY28) • Reduce non-personnel budgets citywide, including supplies, equipment, professional services, and maintenance • Reduce Police Officer recruitment incentives and recruitment support ($48k) • Eliminate General Fund contribution to 4th of July event ($50k) • Decrease professional communications and facilitation support, including managing social media in-house, eliminating the News and Views newsletter, and eliminating the City Council retreat facilitator ($75k) • Eliminate or reduce Recreation programs and events, including some special events and most contract janitorial services ($82k) • Reduce landscape maintenance contract services, with significant impacts to streetscapes, medians, the Hillside Natural Area, and the Ohlone Greenway ($105k/year total) • Reduce select administrative support and supplies costs ($45k) • Cancel Advisory Board Member recognition dinner and holiday light installation on San Pablo Avenue ($10k) • Decrease City Council travel and training allocation by $1k per member ($5k total) • Eliminate grant writing and lobbying services ($78k) • Cancel El Cerrito Stars High School Internship Program ($23k FY28 only) • Permanently convert Building Division to contract services ($210k) • Eliminate additional library hours, returning to County-funded baseline schedule ($100k) **Internal Service Fund and Long-Term Planning Allocations** • Restructure vehicle and equipment replacement contributions through internal service fund, citywide ($440k) • Annual contribution to internal service fund for deferred maintenance and capital infrastructure ($300k) • Annual contribution to Fire Department vehicle and equipment replacement reserve ($50k) • Add annual Fire Department small vehicle replacement funding ($100k) • One-time contributions to ISF for Fire Engine ($750k FY27, $434k FY28)

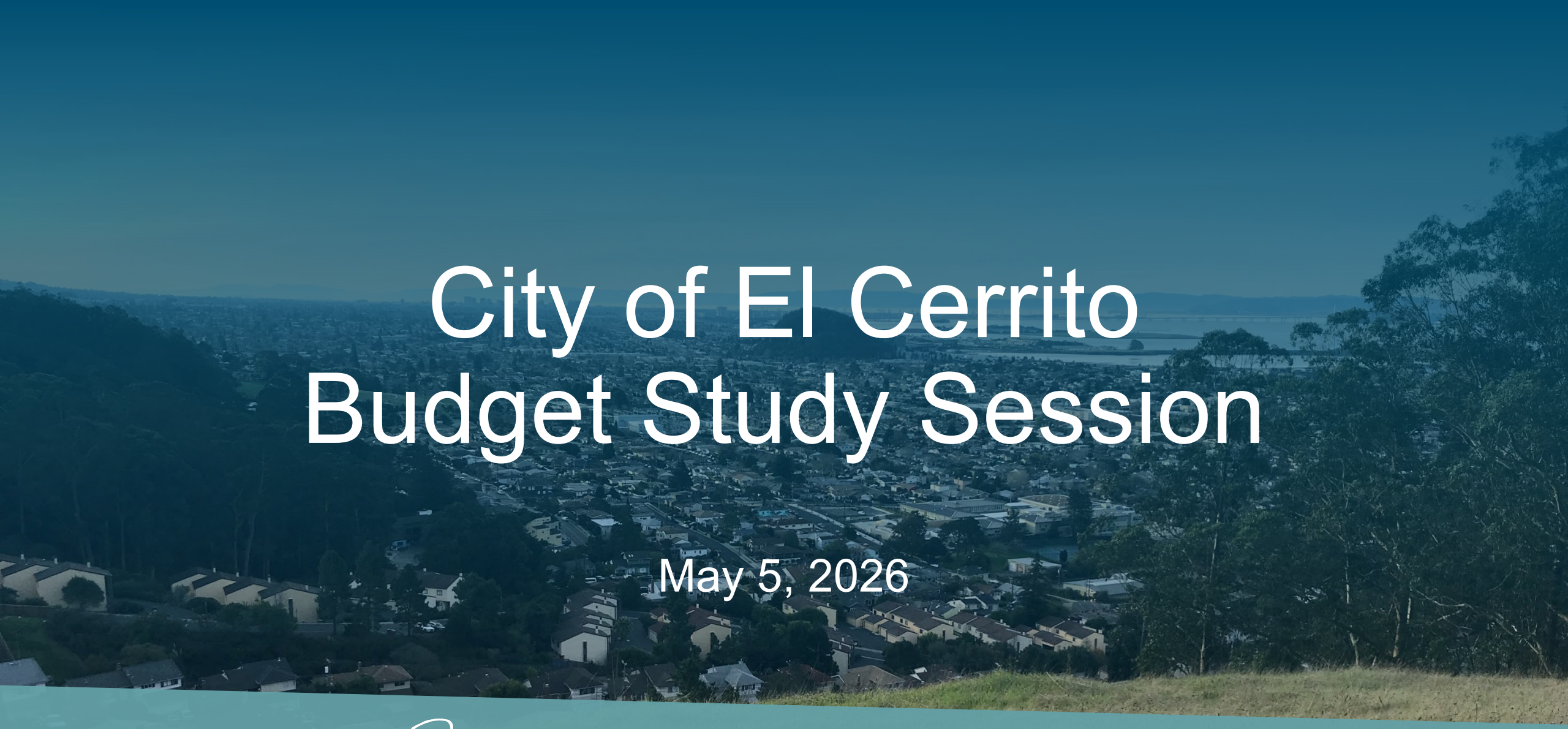
Scenario				Department	Description	Fiscal Impact		Permanent	Union Negotiation	Legal Mandate	Health & Safety	Explanation
A	B	C	D			FY 26-27	FY 27-28					
x	x	x	x	Information Technology	Invest in Cybersecurity and Technology Improvements	99,438	104,410	Yes	No	No	Yes	The City's technology systems require strategic upgrades to enhance data protection, support evolving law enforcement requirements, and improve coordination across departments. IT staff have identified critical improvements to software tools and mapping systems used daily by City staff. These improvements will strengthen overall system reliability, compliance with federal data protection standards, and improve efficiency in how services are delivered. Without these investments, the City may face challenges in maintaining secure, reliable, and effective operations.
x	x	x	x	Finance	Eliminate Subsidy - Update Overhead Allocation to Special Funds	460,901	520,050	Yes	No	No	No	Using an updated Cost Allocation Plan developed by an outside consultant, the City has revised how overhead and insurance costs are shared across City funds. This correction ensures that non-General Fund operations are paying their fair share of citywide administrative and insurance costs, reducing the subsidy previously borne by the General Fund. This is a technical accounting adjustment with no impact on service levels.
x	x	x	x	Capital Outlay	Annual Transfer to Internal Service Fund for Capital Needs	300,000	300,000	Optional	No	No	Yes	Per City Council direction, this adds an annual $300,000 transfer to a dedicated internal service fund to address the City's deferred maintenance and long-term capital infrastructure needs. This contribution helps the City set aside funding for both near-term maintenance priorities and future infrastructure investments, reducing reliance on one-time funding sources for capital costs.
x	x	x	x	Citywide	Vehicle and Equipment Replacement Contributions (GF Only)	441,293	416,293	Yes	No	No	Yes	Establish dedicated General Fund contributions to an internal service fund for vehicle and equipment replacement. This approach improves long-term planning and transparency by routing replacement costs through a structured reserve rather than budgeting them individually each year.
x	x	x	x	Police	Utilize Special Revenue Funds for Allowable Police Department Expenses	125,000	125,000	Yes	No	No	No	Shift allowable Police Department costs to special revenue funds where permitted by applicable funding restrictions. License plate reader system costs and a portion of digital evidence management system costs would be funded through the Citizens' Option for Public Safety (COPS) grant, drawing on the current fund balance. Allowable vehicle replacement costs would be shifted to the asset replacement fund, and allowable expenses would be covered using the vehicle abatement fund balance. Additionally, an administrative overhead allocation would be applied to the COPS grant fund, consistent with grant stipulations permitting up to 0.5% for this purpose and supported by the City's Cost Allocation Plan. This approach reduces General Fund expenditures by utilizing restricted fund balances and allowable overhead recovery for their intended purposes.
x	x	x	x	Fire	Small Vehicle Replacement	100,000	100,000	Yes	No	No	Yes	Include an annual $100,000 contribution to replace aging small Fire Department vehicles that have exceeded their useful life. This ongoing funding ensures the City maintains a predictable vehicle replacement schedule, avoids costly emergency purchases, and keeps Fire Department operations reliable.
x	x	x	x	Public Works	Procure a Computerized Maintenance and Asset Management System	20,000	10,000	Yes	No	No	No	A Computerized Maintenance Management System (CMMS) will allow for more effective and efficient maintenance of City assets by shifting maintenance from reactive to proactive, data-driven management. A CMMS will enable integrated scheduling of tasks, tracking of costs, tracking asset condition, and monitoring regulatory compliance. This will reduce City costs over the long term by increasing service life of City assets, reducing downtime, reducing risks, and enabling data-driven prioritization of capital investments.
x	x	x	x	Capital Outlay	Contribution to Vehicle Internal Service Fund for Long-Term Fire Engine and Equipment Replacement	50,000	50,000	Yes	No	No	Yes	Establish an annual $50,000 contribution to a dedicated reserve fund for Fire Department vehicle and equipment replacement. This includes self-contained breathing apparatus (SCBAs), the pressurized air tanks and masks firefighters wear to breathe safely in smoke and hazardous environments, as well as long-term savings toward future fire engine replacement. Building this reserve over time reduces the City's reliance on one-time funding sources for large, known future costs.
x	x	x	x	Police	Pause Additional Police Officer Recruitment Services	8,000	8,000	No	No	No	No	Pause supplemental recruitment services for Police Officers. These services were added during a period of high vacancy rates and heightened competition for qualified candidates. With the department now fully staffed and recruitment conditions improved, these services can be suspended for the foreseeable future and reinstated if conditions change.
x	x	x	x	Police	Reduce Police Officer Recruitment Incentives	40,000	40,000	Yes	Yes	No	No	Eliminate the Police Officer hiring bonus and return starting pay to Step 1 for new hires. This would not affect current employees or those who have already signed contracts with the City. These incentives were introduced in 2023 in response to significant staffing vacancies and a highly competitive hiring environment. The department is now fully staffed and recruitment conditions have improved, making these measures less necessary at this time. These changes can be revisited if vacancy rates or hiring conditions change in the future.
x	x	x	x	Information Technology	Additional IT Software Upgrades	18,002	28,015	Optional	No	No	No	Upgrade the City's geographic information system from the current non-ESRI platform to an ESRI GIS solution under the Small Local Government Enterprise Agreement Program. The City's current GIS platform cannot integrate with the online tools City staff use to deliver services to the public, a gap identified by City Gate as a significant barrier to operational efficiency. Transitioning to ESRI GIS would remove this integration barrier and enable more effective service delivery across departments.
	x	x	x	City Manager	Eliminate Holiday Light Installation	5,000	5,000	Yes	No	No	No	Eliminate funding for seasonal holiday light installation along the San Pablo Avenue commercial corridor. This change will result in the corridor no longer having City-funded holiday lighting during the holiday season.
	x	x	x	City Manager	Eliminate News and Views Newsletter	13,000	13,000	Yes	No	No	No	Eliminate the twice-yearly News and Views newsletter, which is currently mailed to all City residents. The City will continue to communicate with residents through other channels, though the physical mailed newsletter will no longer be produced or distributed.
	x	x	x	Recreation	Eliminate Some Recreation Special Events	50,000	50,000	Yes	No	No	No	Cancel the pancake breakfast, Spring Tea Party, and Play Like a Girl+ special events. Staff capacity previously dedicated to these events will be redirected toward strengthening and growing core Recreation programs to increase enrollment and service capacity. Camp Ravencliff has already transitioned to the YMCA.
	x	x	x	Recreation	Eliminate Most Contract Janitorial Services	20,000	20,000	Yes	No	No	Yes	Significantly reduce contract janitorial services, retaining only a limited portion. This service has primarily been used to cover for staff absences and complete periodic deep cleaning projects. Regular janitorial operations will continue to be handled by City custodial staff.

	x	x	x	City Manager	Manage Social Media In-House Eliminate Communications Support	45,000	45,000	Yes	No	No	No	Eliminate the contract with an outside communications firm for social media management, shifting this work to existing City staff. This reduces ongoing contract costs, with some slight service reductions in public information efforts anticipated.
	x	x	x	Human Resources	Centralize Employee Recognition and Meal Expenses in Human Resources	35,250	35,275	Yes	No	No	No	Reduce and centralize discretionary meal spending, with City-organized staff events coordinated through Human Resources to ensure consistency and equity across all departments. Reimbursements for meal costs will be limited to those required by labor agreements or associated with approved training activities.
	x	x	x	Recreation	Standardize Uniforms	10,000	10,000	Yes	Possible	No	No	Standardize Recreation Department staff uniforms to a consistent design used year over year, rather than designing and purchasing new shirts annually. The City is required by labor agreements to provide a minimum number of shirts per employee. Savings come from both returning staff electing to keep existing shirts and improved inventory management, as unused shirts can carry over to the next year rather than going to waste. This change also could reduce textile waste citywide by eliminating some discarding of outdated uniforms.
	x	x	x	City Council	Cancel Council Retreat Facilitator	16,500	17,500	Yes	No	No	No	Eliminate the annual contract for a professional facilitator for the City Council's annual priority-setting retreat, with staff facilitating the meeting instead. A neutral third-party facilitator supports productive dialogue and allows all City Council members and staff to participate fully without one party managing the process.
	x	x	x	City Council	Eliminate Advisory Member Recognition Dinner	5,000	5,000	Yes	No	No	No	Eliminate the annual dinner recognizing City advisory body members. This was eliminated during budget cuts around the COVID-19 pandemic, and recently reinstated.
	x	x	x	Recreation	Reduce Evening Part-Time Facility Attendants	12,000	12,000	Yes	No	No	Possible	Reduce part-time facility attendant staffing at the Community Center during evening and weekend hours. Facility attendants support customer service, safety, and asset protection when the public is using City facilities after hours. Program instructors are generally able to maintain minimum standards in their absence, though the reduction will increase demands on custodial staff and may limit the City's capacity to offer some programs.
	x	x	x	Police	Cancel New Drone Purchase and Reduce Police Technology Budget	43,000	18,000	Yes	No	No	Yes	Cancel the planned purchase of a new Police Department drone and reduce select technology support budgets, including software that assists officers with report writing. The drone would have expanded the department's capacity to respond to in-progress incidents and investigations. The report writing software reduction is not expected to have a significant impact on daily operations.
		x	x	City Council	Decrease City Council Travel and Training	5,000	5,000	Yes	No	No	No	Reduce the individual travel and training budget for each City Council member from $5,000 to $4,000 annually, for a total reduction across all five members. Funding for the Mayor's allowance and New Mayor/Councilmember Academy remains unchanged.
		x	x	Community Development	Permanently convert building division to contract services	210,000	210,000	Yes	Yes	No	No	Permanently convert the Building Division to contract services, formalizing the existing service delivery model. The Building Division has operated using contract staffing for several years, and this change would not represent a major operational shift for residents or applicants. However, this change also decreases the total budget for the building division and could result in longer wait times and shorter counter hours. This structural change would still require labor negotiations and a formal procurement process to establish a long-term contract.
		x	x	Recreation	Eliminate General Fund Contribution for 4th of July	50,000	50,000	Yes	No	No	No	Remove the General Fund contribution to the Fourth of July celebration. The event has existing reserved fund balance that would sustain it in the near term, but would rely increasingly on donations and sponsorships over time. The event could likely continue, but may be reduced in scale, including potential elimination of the worldOne stage.
		x	x	City Manager	Eliminate Grant Writing Services	18,000	18,000	Yes	No	No	No	Eliminate the contract with California Public Policy Group for grant writing services on behalf of the City. While staff will continue to manage existing awarded grants, this reduction would diminish the City's capacity to identify and apply for new grant opportunities in the future.
		x	x	City Manager	Eliminate Lobbying Services	60,000	60,000	Yes	No	No	No	Eliminate the contract with California Public Policy Group for state and federal lobbying services. This firm has played an important role in securing federal earmarks and advocating on legislation that could have significant financial and operational impacts on the City.
		x	x	City Manager/ Citywide	Eliminate El Cerrito Stars Internship Program	-	23,000	Yes	No	No	No	Eliminate the EC Stars program, which places paid high school interns across City departments each summer. In addition to the community benefit of providing local youth with professional work experience, the program supports departmental capacity during the summer season. This option would not be available for reduction until FY 2027-28 as the current program year is already underway.
	x	x	x	Public Works	Reduce Landscape Maintenance Services - Level 1	10,000	30,000	No	No	No	Yes	Reduce the Rubicon landscaping contract, with impacts scaling across the two budget years. In FY 2026-27, contract services would be eliminated at several residential streetscapes and Fire Station 52, and mowing frequency on the Ohlone Greenway would be reduced from eight to five times per year. In FY 2027-28, additional contract services would be eliminated at City Hall, the Public Safety Building, the Library, Madera and Portola Clubhouses, Moeser Lane medians, and hillside vegetation management areas. Public Works maintenance staff would assume reduced-frequency landscape services at affected locations, though City staff are generalists and do not have the specialized equipment or expertise of a dedicated landscaping contractor. Residents can expect a visible and progressive decline in maintenance standards at affected locations over time.
		x	x	Public Works	Reduce Landscape Maintenance Services - Level 2	30,000	30,000	No	No	No	Yes	In addition to the reductions described in Level 1, this option further reduces the Rubicon contract. At this cumulative reduction level, service frequency would be partially reduced at the Swim and Community Center, athletic fields, and San Pablo Avenue medians and streetscapes, beyond the impacts already described in Level 1. Public Works maintenance staff would absorb additional landscape responsibilities at affected locations. Note that exact service impacts at this cumulative level are still being confirmed with Rubicon; actual impacts may vary modestly from this description.

		x	x	Public Works	Reduce Landscape Maintenance Services - Level 3	65,000	45,000	No	No	No	Yes	In addition to the reductions described in Levels 1 and 2, this option represents the maximum feasible reduction to the Rubicon contract. At this cumulative level, Rubicon landscape, irrigation, and litter removal services would be completely suspended at City Hall, the Public Safety Building, the Recycling Center, Fire Station 52, the Library, Madera and Portola Clubhouses, Moeser Lane medians, and several residential streetscapes. Rubicon would suspend irrigation repairs throughout the City and would need to lay off one full-time employee. Public Works maintenance staff would assume landscape services at suspended locations, and Rubicon service frequency would be reduced by 50% at the Swim and Community Center, all City parks and athletic fields, San Pablo Avenue and other avenue medians, and the full length of the Ohlone Greenway. Public Works maintenance staff would provide services at affected locations at 50% of current frequency. Across the City, residents can expect increased litter accumulation, taller weeds, less trimmed shrubbery, and longer grass on athletic fields and throughout City green spaces. Landscape conditions can reasonably be expected to degrade progressively the longer this reduction remains in place.
			x	Non-Departmental	Eliminate Additional Library Hours	96,213	101,307	Yes	No	No	No	Reduce weekly library open hours from 46 to 40 by eliminating the six City-funded additional hours currently offered each week. The County funds the baseline 40-hour schedule. The six additional hours are currently spread across Tuesday, Wednesday, and Thursday. Eliminating these hours would return the library to the County-funded baseline schedule, with Tuesday hours reduced from 10am-8pm to 12pm-8pm, and Wednesday and Thursday hours reduced from 10am-8pm to 10am-6pm.
				Police	Peregrine Software Package	50,000	51,000	Yes	No	No	Yes	Peregrine is a data analysis program used by most law enforcement agencies in Contra Costa County. It allows all reports to be submitted electronically to the District Attorney's office, reducing reliance on paper-based processes. The system acts as an analytical tool, bringing together information from multiple databases enabling investigators to make links between cases more quickly. The program interfaces with body-worn and vehicle camera systems, records management data, and surrounding agencies. Due to budget constraints, this addition is not recommended at this time.
				Recreation	Contract Out All Custodial Services and Decrease Level of Service	80,000	85,000	Yes	Yes	No	Yes	Contract out janitorial functions currently performed by City custodial staff, which would require eliminating two to three filled positions. The City would retain a reduced number of in-house facility attendants to continue handling event and meeting setup and breakdown across City facilities, as these functions require on-site City staff and are not suited for a contracted janitorial arrangement. Estimated savings are approximately equal to one full-time position cost, as contract services would need to partially backfill the eliminated roles. This option would require extensive labor negotiations and may result in reduced service levels compared to current in-house staff. **This option is not recommended.**
				Human Resources	Require Employee Contribution Toward Dependent Medical Premiums	-	228,852	Yes	Yes	No	Yes	Require employees to contribute 10% of the cost of dependent medical and dental coverage, while the City continues to cover the full cost of employee-only premiums. Currently, the City pays the full premium cost for all employees and their dependents. Under this structure, an employee with one dependent would contribute approximately $47.90 per paycheck, or an estimated $1,245.50 annually. An employee covering a full family would contribute approximately $92.42 per paycheck, or an estimated $2,402.94 annually. This change would require renegotiation of existing labor agreements with all employee groups and would represent a significant shift in the City's compensation structure. Staff also evaluated possible savings from different contribution rates and only having unrepresented employees contribute. **This option is not recommended.**
				Police	Department Reorganization - Revive Traffic Sergeant Position	27,141	29,313	Yes	Yes	No	Yes	ECPD is proposing to revive the Traffic Sergeant position. This supervisor would be responsible for helping develop and implement traffic safety strategies, apply for and administer traffic related grants, review traffic collisions, supervise traffic officers and community safety officers, and collaborate with other City departments on traffic safety projects. This position is also considered an enforcement position, and the staff member would engage in traffic safety enforcement. Due to budget constraints, this addition is not recommended at this time.
				City Council	Manage Audio/Visual Production of City Council Meetings In-House	10,300	11,330	Yes	No	No	No	Bring audio/visual production of City Council meetings in-house, eliminating the annual contract with the City of Pinole for this service. However, realized savings are likely to be partially or fully offset by staff time and overtime costs. Given that City IT staff are already at capacity, **this option is not recommended.**
				Human Resources	Require Employee Contribution of 5% Toward Medical Premiums	199,036	221,356	Yes	Yes	No	Yes	Require all employees to contribute 5% of their total medical and dental premium costs, including employee-only coverage. Currently, the City pays the full premium cost for all employees and their dependents. This change would apply to all employee groups and would require renegotiation of existing labor agreements. Staff also evaluated different contribution rates, only having unrepresented employees contribute, or only having new employees contribute. **This option is not recommended.**
				Human Resources	Freeze Cost-of-Living Adjustments for All Employees	788,586	1,907,418	No	Yes	No	No	Freeze negotiated cost-of-living adjustments (COLAs) for all employee groups for two years. All current labor agreements include COLAs that have already been negotiated and approved, so this change would require reopening every agreement. A COLA freeze is not a permanent solution - falling behind peer agencies in compensation leads to catch-up costs in future years, as the City experienced following a similar period of compression that required a significant Classification and Compensation study in recent years. Staff also evaluated only freezing COLAs for unrepresented employees. **This option is not recommended.**
				Human Resources	Decrease Cost-of-Living Adjustments by 1% for All Employees	255,885	624,874	No	Yes	No	No	Reduce negotiated cost-of-living adjustments (COLAs) by 1% per year for all employee groups for two years. All current labor agreements include COLAs that have already been negotiated and approved, so this change would require reopening every agreement. Reducing COLAs rather than freezing them entirely still results in the City falling behind peer agencies in compensation over time, creating catch-up costs in future years, as the City experienced following a similar period of compression that required a significant Classification and Compensation study in recent years. Staff also evaluated only decreasing COLAs for unrepresented employees. **This option is not recommended.**
				City Council	Eliminate City Council Member iPads	3,600	3,600	Yes	No	No	No	Eliminate City-provided iPads and associated service costs for City Council members. These devices are the primary technology provided to Council members for conducting official City business, including reviewing staff reports, correspondence, and other City Council-related functions. Council members would need to use personal devices for official City business, raising potential security and records retention considerations. **This option is not recommended.**

	City Council	Eliminate Memberships in Regional Partnership and Advocacy Organizations	31,030	31,576	Yes	No	No	No	Withdraw from one or more of five regional and statewide membership organizations: the Contra Costa County Mayors Conference and City Selection Committee, the League of California Cities (Cal Cities) and Cal Cities East Bay Division, the National League of Cities (NLC), the Association of Bay Area Governments (ABAG), and the East Bay Wildfire Coalition of Governments. Together these memberships support regional advocacy, intergovernmental cooperation, appointments to regional boards and agencies, and the City's voice in county, state, and federal policy processes. Withdrawal would be particularly notable given that El Cerrito's Mayor currently serves as Cal Cities President and the City Manager serves on the Cal Cities Board, roles that provide the City with significant influence over statewide municipal policy. Given El Cerrito's location in the East Bay Hills, withdrawal from the Wildfire Coalition would also reduce the City's ability to coordinate with neighboring jurisdictions on wildfire preparedness and resilience. **This option is not recommended.**
	City Council	Eliminate Zoom Webinar Subscription	3,740	3,900	Yes	No	Yes	No	Eliminate the City's Zoom Webinar subscription. This option is not feasible, as new state law (SB 707) requires the City to provide hybrid meeting access for City Council meetings. Eliminating this subscription would place the City out of compliance with state mandates. **This option is not recommended.**
	Community Development	Eliminate Senior Program Manager - Affordable Housing	201,788	217,954	Yes	No	No	No	Eliminate the Senior Program Manager position overseeing the City's affordable housing and economic development programs, including the Rent Registry, Neighborhood Preservation Program, Business License collection, front counter services, and liaison relationships with nonprofit housing providers, business organizations, the Economic Development Committee, and the Chamber of Commerce. This position also supports business attraction, retention, and relationships with property owners, and manages large grants that bring significant outside funding to the City, though the position itself is General Fund supported. Elimination would require Planning staff to absorb a broad range of responsibilities and would risk the City falling out of compliance with its own General Plan, Affordable Housing Strategy, and Housing Element. Given the breadth of City Council priorities this position supports and the compliance risks associated with its elimination, **this option is not recommended.**
	Community Development	Eliminate Senior Program Manager - Sustainable Transportation	192,040	207,446	Yes	No	No	No	Eliminate the Senior Program Manager position supporting the City's transportation program, including complete streets, transportation demand management, local road safety, transit-oriented development improvements, and the City's upcoming parking program. This position manages large transportation grants that bring significant outside funding to the City, though the position itself is General Fund supported. Elimination would require Public Works staff to absorb this work on top of existing responsibilities, and many initiatives would be unable to proceed. The City would fall behind on multimodal transportation improvements affecting both safety and long-term mode shift goals. Given the breadth of City Council priorities this position supports and the grant funding it manages, **this option is not recommended.**
	Community Development	Eliminate Maker's Fair Event	1,500	1,500	Yes	No	No	No	Eliminate the Maker's Fair, held twice yearly along San Pablo Avenue, which draws approximately 25 vendors and 800 visitors per event. The event supports the City's Strategic Plan goals around livability and community belonging by activating San Pablo Avenue and City Hall spaces, showcasing local creative businesses, and fostering community connection. At $750 per event, the cost is modest relative to the community engagement it generates and the support it provides to the City's licensed home occupation businesses and creative economy. **This option is not recommended.**
	Community Development	Eliminate Bike to Work Event	1,250	1,250	Yes	No	No	No	Eliminate the annual Bike to Work event, which draws approximately 400 cyclists to the Ohlone Greenway downtown hub. For a modest investment, the event supports the City's Climate Action Plan and mode shift goals, engages regional partners including 511 Contra Costa, Bike East Bay, and AC Transit, and leverages in-kind support from local businesses. It also provides an opportunity for Police Department and Public Works and Community Development staff to connect directly with the bicycling community. **This option is not recommended.**
	Community Development	Eliminate Flavor Fest and Economic Development Committee Events	1,000	1,000	Yes	No	No	No	Eliminate City-organized events such as Flavor Fest that support local small businesses, promote a shop local culture, and highlight El Cerrito as a destination for customers and new businesses. These events are organized by the City in partnership with the Economic Development Committee and represent a modest investment in business vitality and community engagement along commercial corridors. **This option is not recommended.**
	Fire	Brown Out Station 52 During Staffing Vacancies	900,000	900,000	No	Yes	No	Yes	Browning out Station 52 to reduce costs during staffing vacancies shifts budget pressure directly onto public safety. These absences are a normal and unavoidable part of operating a fire department, but they do not reduce the community's need for emergency response. Fires, medical emergencies, vehicle accidents, and simultaneous incidents will continue to occur regardless of staffing gaps. When Station 52 is browned out, the demand for service does not disappear; it is transferred to neighboring companies, which must travel farther, experience delayed response times, and operate with reduced reserve capacity. This increases risk to both the public and responding personnel. Backfill overtime used to cover vacancies is not wasteful spending; it is the necessary cost of maintaining minimum emergency service levels. Reducing backfill costs by browning out Station 52 eliminates expense by reducing service levels. Additionally, this approach creates an imbalance between jurisdictions. While El Cerrito residents would experience reduced service, Kensington would continue to receive the same level of response coverage at a lower cost. In effect, El Cerrito taxpayers would be subsidizing Kensington services while absorbing the reduction in their own service delivery. **This option is not recommended.**
	Fire	Downgrade Training Battalion Chief to Training Captain	-	82,494	Yes	Yes	No	Yes	Downgrade the Training Battalion Chief (BC) position to a Training Captain by moving the Prevention Captain into the training role through attrition. This change would require meet-and-confer with Local 1230, as it involves changes to job requirements and working conditions. It could create a rank inversion, with a Captain overseeing training requirements for Battalion Chiefs. The City would effectively be short one Battalion Chief, reducing the department's ability to provide Acting Fire Chief coverage when the Fire Chief is unavailable and limiting operational flexibility to cover vacations, illness, and other absences. Additionally, this change would decrease revenue from the Kensington contract while only saving the City approximately two-thirds of the budget reduction, as the same level of services would still be required under the contract. **This option is not recommended.**

		Fire	Eliminate Training Battalion Chief Position	-	440,000	No	Yes	No	Yes	Eliminating the Training Battalion Chief (BC) position would not eliminate the responsibilities it carries. The Training BC is the department's central point of accountability for firefighter hiring, recruit onboarding, promotional testing, required recurring training, deployment readiness, and command-level support. The position also coordinates with Contra Costa County Operational Area, California Incident Command Certification System (CICCS), and Joint Apprenticeship Committee (Cal-JAC) structures, ensuring personnel meet qualification and deployment standards. Removing the position would scatter these responsibilities across line Battalion Chiefs and command staff who already carry full operational workloads, creating delay, inconsistency, and increased organizational risk. The Training BC also serves as Acting Fire Chief when the Fire Chief is unavailable; eliminating the position would reduce the department's command capacity and operational flexibility. **This option is not recommended.**
		Police	Eliminate 2 Traffic Officers, 2 Detectives, 1 Patrol Officer (5 Sworn Officers)	860,000	860,000	Yes	Yes	No	Yes	Reduce sworn Police Department staffing from 37 to 32 officers through layoff, a reduction of approximately 14%. This level of reduction would have significant public safety consequences for El Cerrito residents. Eliminating dedicated traffic officers would end targeted traffic safety enforcement; patrol officers would assume traffic enforcement on a discretionary basis. Based on prior periods of reduced staffing, traffic citations would be expected to decline significantly, with an associated reduction in traffic fine revenue. The elimination of two Detective positions would reduce the department's capacity to investigate crimes, likely resulting in fewer arrests and lower case clearance rates. Response times would be expected to increase as patrol staffing is stretched across existing service demands. Based on historical patterns at comparable agencies and the City's own experience with prior staffing reductions, officer departures to more stable agencies are likely, compounding the staffing reduction beyond the positions directly eliminated. **This option is not recommended.**
		Police	Eliminate 2 Traffic Officers and 1 Detective (3 Sworn Positions)	-	516,000	Yes	Yes	No	Yes	Reduce sworn Police Department staffing from 37 to 34 officers through layoff, a reduction of approximately 8%. This reduction would have meaningful public safety consequences, particularly for traffic safety and criminal investigations. Eliminating dedicated traffic officers would end targeted traffic safety enforcement; patrol officers would assume traffic enforcement on a discretionary basis. Based on prior periods of reduced staffing, traffic citations would be expected to decline significantly, with an associated reduction in traffic fine revenue. The elimination of one Detective position would reduce investigative capacity and is likely to affect case clearance rates. Based on historical patterns at comparable agencies and the City's own experience with prior staffing reductions, officer departures to more stable agencies are a risk, potentially compounding the staffing reduction beyond the positions directly eliminated. **This option is not recommended.**
		Public Works	Pause Annual Tennis Court Resurfacing	9,000	9,000	No	No	No	Yes	Pausing annual tennis court resurfacing would increase the deferred maintenance backlog, leading to higher long-term costs through emergency repairs, premature asset failure, and increased court downtime. This would also negatively impact rental revenue generated by the courts. **This option is not recommended.**
		Public Works	Reduce Building Maintenance	15,000	15,000	No	No	No	Yes	Reducing building maintenance services across City facilities would add to the existing deferred maintenance backlog, leading to higher long-term costs through emergency repairs, premature asset failure, and increased facility downtime. **This option is not recommended.**
		Public Works	Decrease Professional Services for Facilities	28,900	32,100	No	No	No	Yes	Reducing professional services support for City facilities and parks would limit the City's capacity to evaluate conditions and implement repair projects, adding to the existing deferred maintenance backlog and increasing long-term costs through delayed repairs and accelerated asset deterioration. **This option is not recommended.**
		Recreation	Eliminate Most Free and Low-Cost Senior Programs	13,000	13,000	Yes	No	No	Yes	Eliminate most free and low-cost senior programming, including the volunteer appreciation lunch, Café Costa senior lunch program, senior socials, holiday events, Older Americans Month celebrations, and pottery sale, among others. These programs provide important informal socialization opportunities for El Cerrito seniors. Elimination would free up staff capacity for other Recreation Department functions but would leave seniors with significantly fewer City-supported opportunities for community connection. **This option is not recommended.**
		Human Resources	Freeze Five Vacant Positions for Two Years	791,978	858,981	No	No	No	Possible	Hold five current vacancies unfilled for up to two years, including one Police Officer, one Police Records Specialist, one Firefighter, one Recreation Administrative Assistant, and one Recreation Supervisor overseeing childcare programs. While vacancy holds can provide short-term budget relief without requiring layoffs or labor negotiations, this approach would reduce service levels and place additional strain on existing staff. For public safety positions in particular, extended vacancies risk affecting response times and investigation timelines, and may require backfill or overtime that partially offsets projected savings. **This option is not recommended.**



City of El Cerrito Budget Study Session

May 5, 2026

THE CITY OF EL CERRITO

Presentation Outline

- Budget Development Process
- About Target Based Budgeting
- Scenario Review and Discussion
- Recommended Action

Process Overview

- Development of preliminary revenue and expenditure projections for FY 2026-27 and FY 2027-28
- Target Based Budgeting to identify initial budget cuts, possible budget solutions, and develop baseline budget
  - Departments made significant cuts across budget lines in addition to the further proposed cuts with each scenario
- Finance and City Manager's Office (CMO) develop budget balancing scenarios
  - Detailed list of solutions considered but not recommended is available in Attachment 2 the staff report
  - Detail of all scenarios available in staff report and two attachments

Target-Based Budgeting

- Target-Based Budgeting (TBB) is a budget methodology that focuses on available revenue rather than prior year spending
  - Endorsed by the Government Finance Officers Association (GFOA)
  - Central budget authority sets spending targets for departments; departments develop proposals within those targets
  - Reduces "budget games" and encourages departments to identify efficiencies
- How El Cerrito used TBB:
  - Finance developed status quo projection incl. deficit of $1.4M in FY 2026-27 and $2M in FY 2027-28
  - Spending targets assigned to each department based on expenditure share, staffing levels, and cost recovery ratios
  - Departments submitted proposals; Finance and CMO evaluated feasibility and impacts
  - Solutions assessed against criteria including health and safety, community impacts, legal mandates, labor implications, revenue impacts, and alignment with Council priorities

Reserves Policy

- General Fund reserve targets
  - Emergency and Disaster Recovery Fund (EDRF): 13% of GF Expenditures
  - Unrestricted General Fund: 17% of GF Expenditures
- City Council may adopt a deficit budget as long as reserves do not fall below 10%
  - If reserves fall below 10%, City must adopt a restoration plan
- Section 115 pension trust (~$3M)
  - Separate from General Fund reserves
  - Designated for pension obligations

Budget Balancing Scenarios

Scenario Overview

- All four scenarios achieve a balanced operating budget in FY 2026-27 and FY 2027-28
- Differences between scenarios:
  - Depth of service reductions
  - Approach to funding fire engine (one-time capital cost)
  - Long-range General Fund reserve outlook
- All are fiscally viable
  - New contributions to long-term infrastructure, vehicle and equipment replacement
- Departments already absorbed several hundred thousand dollars in internal cuts and changes
  - Scenarios represent an additional layer of decisions with real service trade-offs

Scenario Overview

- **Scenario A:** Highest service levels; limited long-term contributions; one-time fund balance used for both fire engine payments; reserves stay above 26%
- **Scenario B:** Moderate service reductions; strong long-term infrastructure contributions in both years; one-time fund balance for second fire engine payment only; reserves stay above 26%
- **Scenario C:** Significant program and service reductions; strong long-term infrastructure contributions in both years; no use of one-time reserves; fire engine funded through internal service fund contributions; reserves above 30% in both budget years and above 29% in all forecasted years
- **Scenario D:** Same as Scenario C plus elimination of City-funded additional library hours; reserves above 30% in all projected years

Scenario Overview

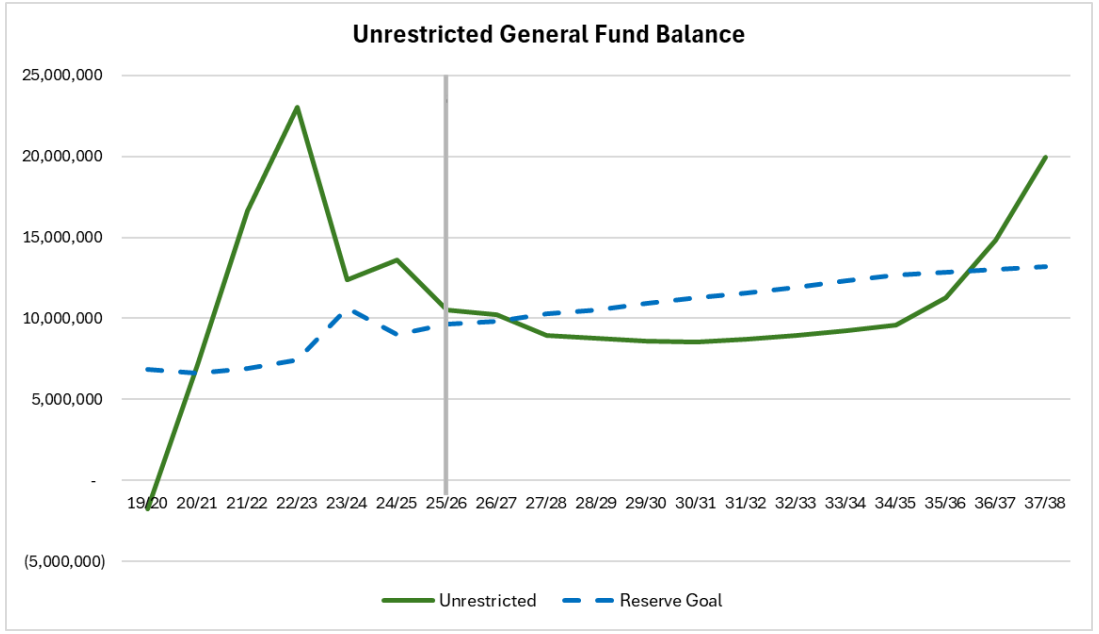
	Operating Budget Surplus (Deficit)		One-Time Fire Engine Expense*		Total Fund Balance Change		Lowest Reserve Level Projected FY 2026 – FY 2038
	FY 2026-27	FY 2027-28	FY 2026-27	FY 2027-28	FY 2026-27	FY 2027-28	
Original Estimates	(1,772,233)	(2,181,493)	(301,061)	(882,539)	**(2,073,294)**	**(3,064,032)**	0%
Pre-Solution Baseline	(14,504)	(325,708)	(301,061)	(882,539)	**(315,56)**	**(1,208,247)**	21%
Scenario A	9,496.22	48,292.29	(301,061.00)	(882,539.00)	**(291,564.78)**	**(834,246.71)**	26%
Scenario B	335,246.22	21,067.29	(301,061.00)	(882,539.00)	**34,185.22**	**(861,471.71)**	26%
Scenario C	773,246	462,067	(750,000)	(433,600)	**23,246**	**28,467**	29%
Scenario D	869,459	563,375	(750,000)	(433,600)	**119,459**	**129,775**	30%

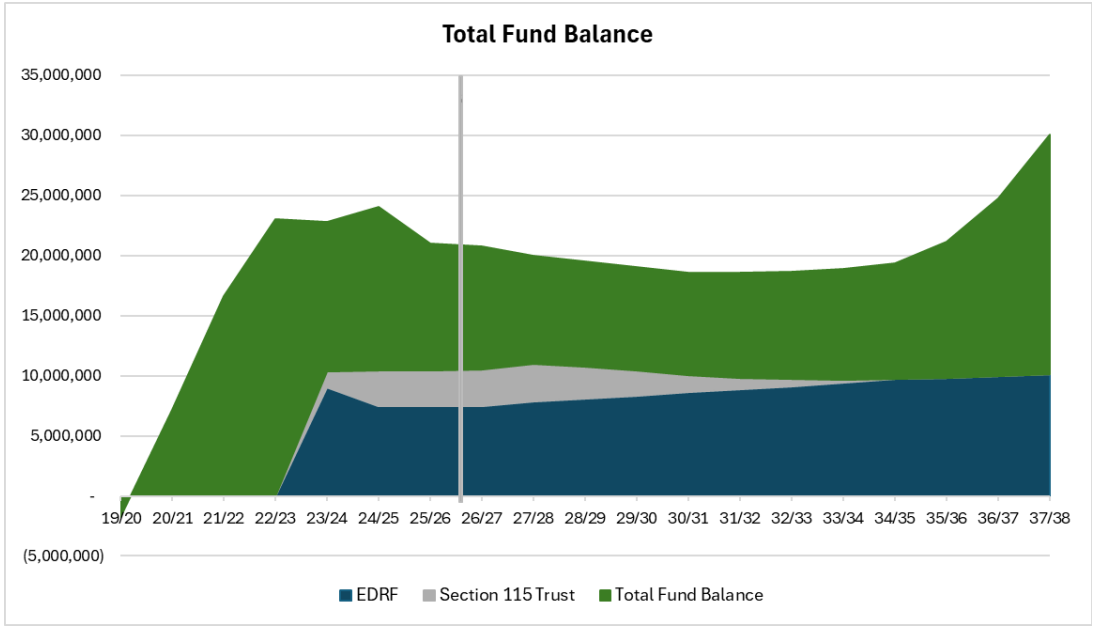
*Scenarios C and D front-load costs in FY 2026-27 through an internal service fund

Changes in All Scenarios

- Additions:
  - Technology infrastructure investment ($140K)
- Reductions:
  - Updated overhead cost allocation
  - Special revenue fund utilization for allowable costs ($125K in Scenario A; higher in Scenarios B, C, D)
  - Police Officer recruitment incentives and marketing ($48k)
  - Citywide non-personnel reductions across departments (supplies, equipment, professional services, maintenance)
- Internal Service Fund and Long-Term Planning Contributions:
  - Vehicle and equipment replacement ISF ($440K)
  - Small Fire Department vehicle replacement ($100K)
  - Fire Department large vehicle and equipment replacement ($50K; FY 2026-27 only in Scenario A)
  - Deferred maintenance and capital infrastructure ISF ($300K; FY 2026-27 only in Scenario A)

Scenario A – Detail and Forecast



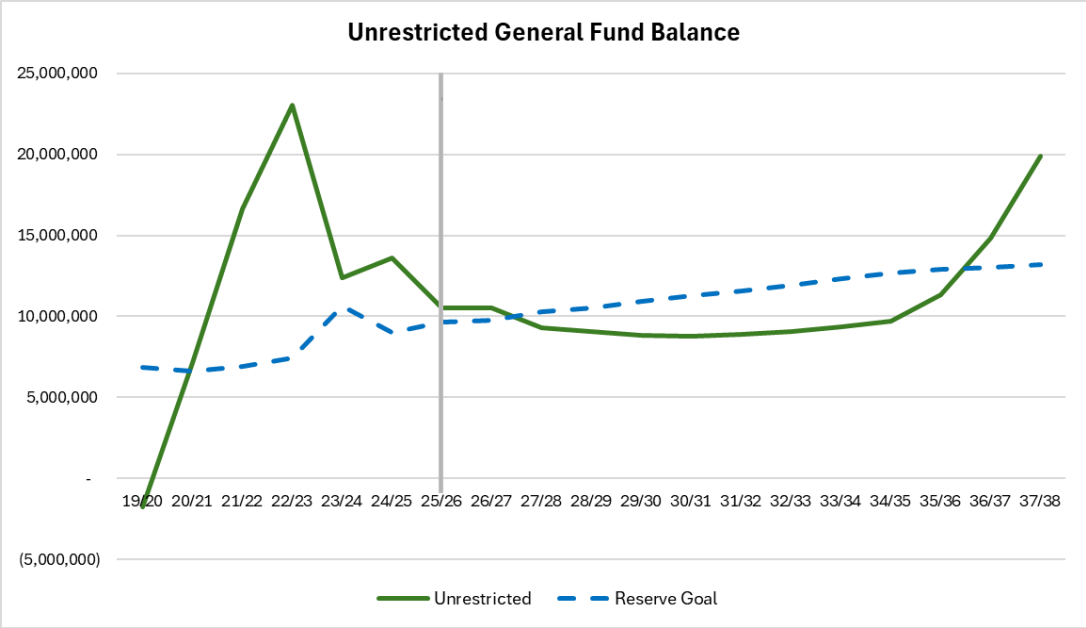


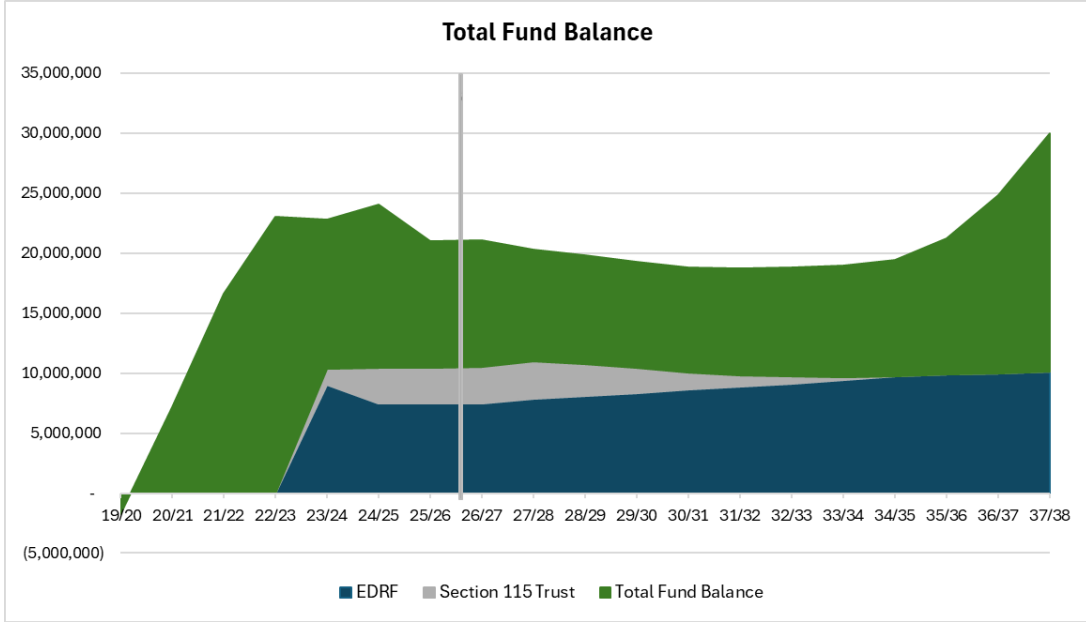
- Highest level of services of the four scenarios
- Contributions to CIP and Vehicle/Equipment ISF in FY 2026-27 only
- Fire engine funded using one-time General Fund reserves in both years ($301K FY 2026-27 / $883K FY 2027-28)
- Reserves projected to reach a low of approximately 26%

Scenario B - Detail

- Long-term infrastructure and vehicle/equipment replacement contributions ($450K new in both years in addition to ISF restructure of $440K - $890K total set aside)
- Reduce professional communications and facilitation support ($75K)
- Reduce Recreation special events and contract janitorial services ($82K)
- Reduce Rubicon landscape maintenance contract ($10K FY 2026-27 / $30K FY 2027-28 cumulative)
- Reduce administrative support and supplies, centralize employee recognition through HR ($45K)
- Reduce Police software and equipment budget, including canceling planned drone purchase ($168K FY 2026-27 / $143K FY 2027-28)
- Eliminate advisory board recognition dinner and holiday lighting on San Pablo Avenue ($10K)
- Fire engine FY 2026-27 payment absorbed in operating budget; FY 2027-28 payment of remaining $883K funded through one-time reserves

Scenario B – Forecast





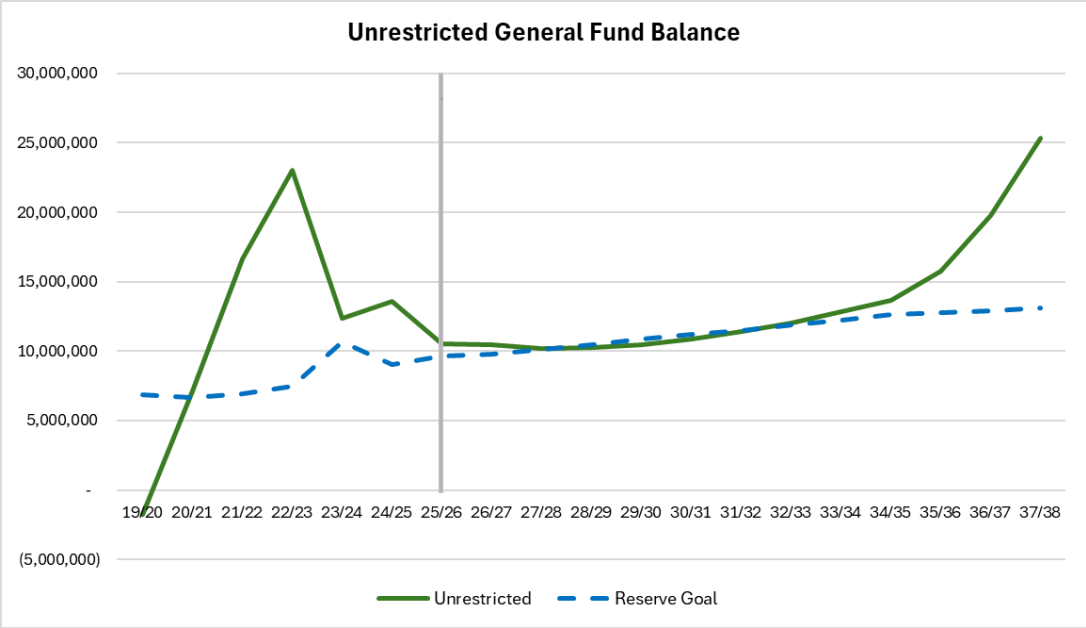
- Balanced operating budget, significant contributions for long-term expenses
- Balance of service cuts with use of one-time funds for one-time expense
- Reserves projected to reach a low of approximately 26% in FY 2029-30

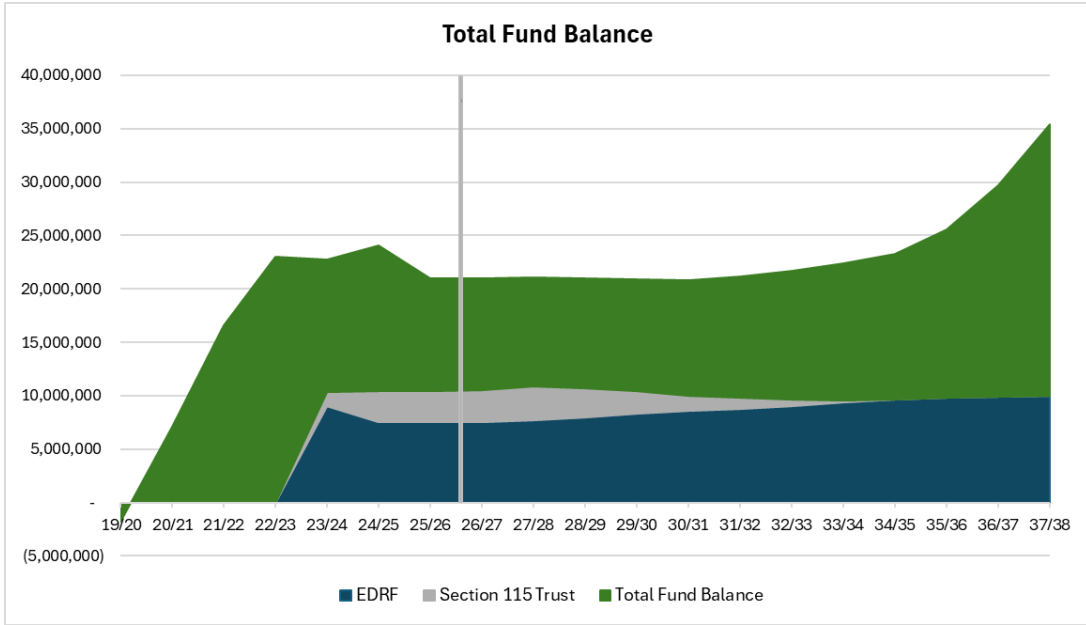
Scenario C – Detail

All Scenario B reductions apply, plus:

- Increase landscape maintenance reduction to $105K annually -- complete suspension of Rubicon services at City Hall, Public Safety Building, Recycling Center, Fire Station 52, Library, Madera and Portola Clubhouses, Moeser Lane medians, and residential streetscapes; 50% reduction in service frequency across parks, athletic fields, medians, and the Ohlone Greenway citywide
- Eliminate grant writing and lobbying services contract with California Public Policy Group ($78K)
- Reduce City Council travel and training by $1k per member ($5K total)
- Eliminate EC Stars High School Internship Program ($23K FY 2027-28 only)
- Elimination of General Fund contribution to 4th of July event
- Permanently convert Building Division to contract services, formalizing existing service model ($210K)
- Fire engine funded entirely through internal service fund contributions ($750K FY 2026-27 / $433,600 FY 2027-28), front-loading costs in year one to avoid deeper cuts in year two

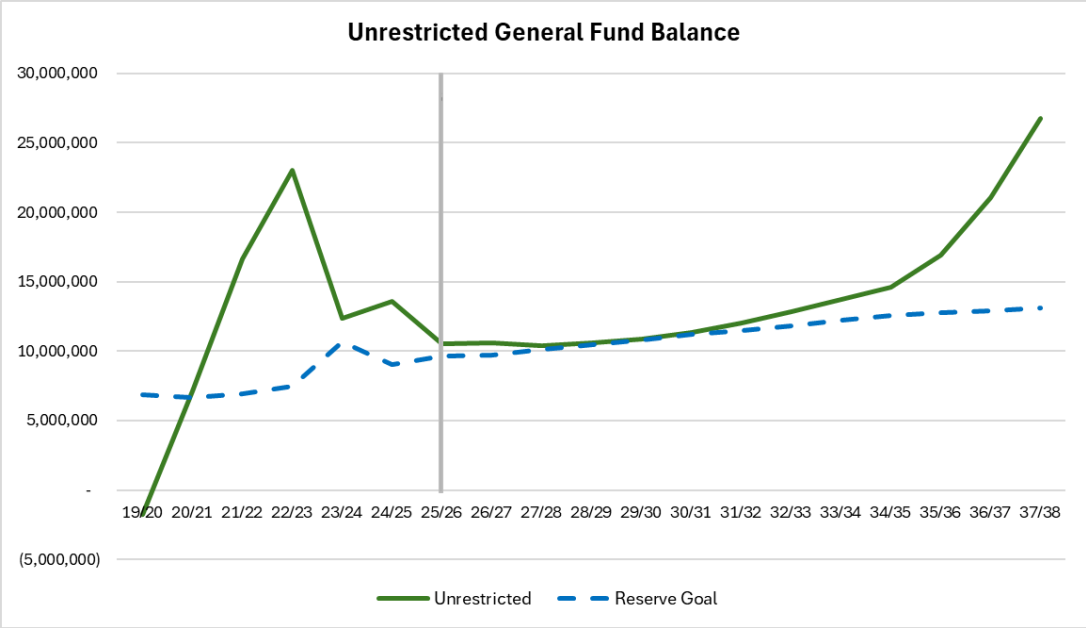
Scenario C – Forecast

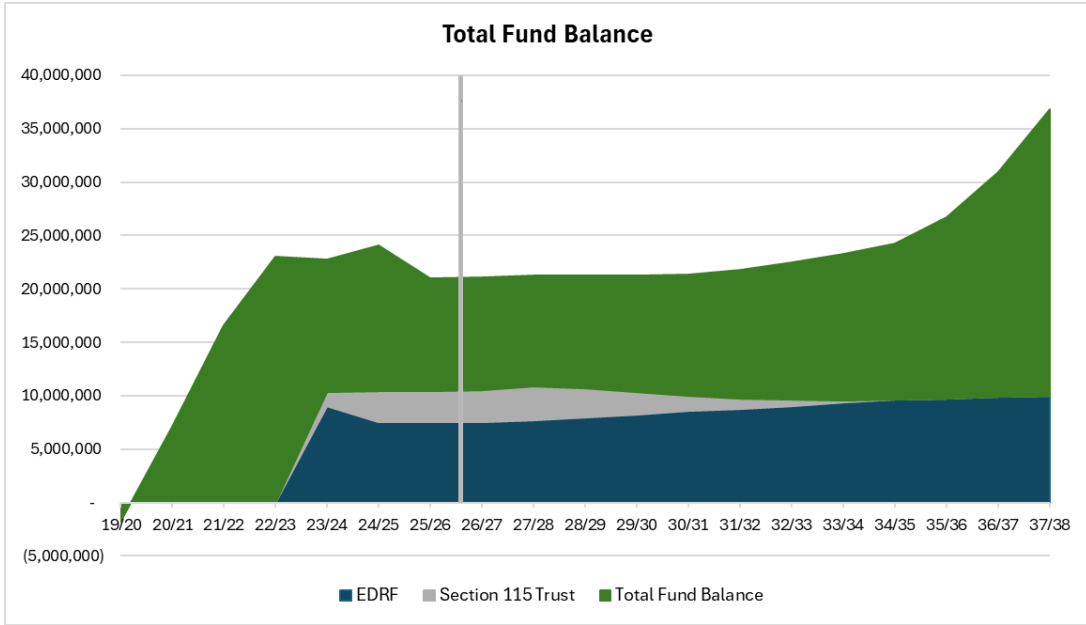




- Achieves a strong reserve position through significant service reductions
- No use of one-time General Fund reserves in either year
- Reserves above 30% in both budget years; projected to remain above 29% in all forecasted years

Scenario D – Detail and Forecast





All Scenario C reductions apply, plus:

- Eliminate six City-funded additional weekly library hours, returning to County-funded baseline 40-hour schedule ($100K annually)
- No use of one-time General Fund reserves in either year
- Reserves projected above 30% in all projected fiscal years

Requested Action

Select preferred budget balancing scenario for staff to develop for consideration and adoption in June 2026

Thank you!

AGENDA BILL

Agenda Item No. 9.B.

Date: May 5, 2026
To: El Cerrito City Council
From: Paul Keith, Chief of Police, El Cerrito Police Department
Subject: Flock Safety Agreement

ACTION PROPOSED

Adopt a resolution authorizing the City Manager to enter into an agreement with Flock Safety for the provision of license plate reading cameras to the City for a period of up to three years at a cost not to exceed $315,000.

SUMMARY

This item was continued by the City Council from the April 21, 2026 Council Meeting to the May 5, 2026 Council Meeting. This agenda bill is intended to again provide an overview of the background of the installation of Flock cameras in the City of El Cerrito, and discuss the proposed renewal agreement from Flock Safety that was provided to the City Council on April 21, 2026.

BACKGROUND

In March 2023, the City Council authorized a resolution to enter into an agreement with Flock Safety for the installation of forty (40) license plate reading (LPR) cameras. On June 7, 2023, Flock Safety began installing cameras at locations across El Cerrito. On August 4, 2023, the El Cerrito Police Department (ECPD) began administering the program.

The LPR system is designed to serve two purposes, as an early warning system and as an aid to criminal investigations. As an early warning system, the cameras monitor vehicles entering the City and compare them to a statewide “hot list.” When the system detects a wanted vehicle that matches the “hot list,” it sends an alert to police officers who confirm the hit and attempt to intercept the vehicle. Importantly, this warning system also alerts officers to the potential presence of dangerous offenders, providing them with critical officer safety information. As an investigative aid, the system takes photographs of the rear of vehicles and retains those records for 30 days. Investigators can search for images, in support of a criminal investigation, to help identify vehicles used in the commission of a crime and link those vehicles to suspects.

The system detects approximately 12,280 vehicles each day and generates an average of 247 alerts each day, based off hot list matches. The system is designed to easily share information with other law enforcement agencies. Currently, the City of El Cerrito shares LPR data with 318 California law enforcement agencies and has access to 281 Flock Safety LPR databases in the state.

In January 2026, El Cerrito Police Department staff members began a thorough audit of Flock system use, following news reports of unwanted federal and out-of-state sharing in the cities of Mountain View and Richmond. Staff found that during the initial installation period, between June 7, 2023, and August 4, 2023, the El Cerrito system was searchable by out-of-state and federal agencies. After August 4, 2023, staff members found that two federal agencies, the United States Postal Inspection Service (USPS) and the Loma Linda Healthcare Systems Veterans Affairs Police (VA Police), had limited periods in which they could search the El Cerrito system. California law, Civil Code Section 1798.90.55, prohibits sharing LPR data, except with other California law enforcement agencies.

Staff met with Flock Safety representatives and learned that out-of-state sharing was common during Flock Safety installations during 2023. Flock Safety has fixed this problem in the current version of their software. Flock Safety representatives also reported that the company corrected the system configuration that allowed the USPS and VA Police to query El Cerrito data. Flock Safety asserted that they are confident the current version of their software will not allow federal and out-of-state sharing for California agencies.

Following revelations about access to the LPR database, ECPD staff held a public meeting on March 10, 2026, in the meeting room of Hana Gardens, 10860 San Pablo Avenue. The meeting lasted for two hours and approximately twenty (20) community members attended. The purpose of the meeting was to receive feedback, answer questions, and hear concerns about the Flock Safety LPR system.

Community members expressed concerns over the possibility that the Federal government could secretly access LPR data, under the auspices of FISA Section 702, and then later use that data to imprison people. This law is focused on investigations into international terrorism and the acquisition of weapons of mass destruction and prohibits targeting of United States persons. They also suggested that the City or Flock Safety should hire third party auditors to review LPR audit logs for federal access. Community members worried that the system might be used in violation of the Fourth Amendment’s protection against unreasonable search and seizure. Some of those present voiced concerns over software and hardware security, audits, data sharing, affordability, and oversight. Some community members voiced their support for the continued use of the system, following the conclusion of the meeting.

To address concerns about sharing and access, the ECPD posted redacted network and organizational audit logs online to the ECPD Public Records Archive. The LPR coordinator is now responsible for auditing all system usage at the conclusion of each month and authoring a report to the Chief of Police.

The LPR system has become a staple of El Cerrito investigations. It has played a role in at least sixty-four (64) arrests and three hundred twenty-four (324) criminal cases. This number is a conservative estimate. The system has helped identify suspects in many cases that might otherwise have gone undetected, including a fatal hit-and-run.

An LPR system signals to a community that a city has invested in technology to not only solve crime, but to prevent it as well. Because the system alerts officers to the presence of stolen and wanted vehicles, their intervention efforts likely prevent the drivers of those vehicles from committing crimes in El Cerrito. The El Cerrito LPR system has contributed to solving serious offenses in El Cerrito, including the following examples:

- **September 2023, Armed Robbery** – The armed suspect approached the victim on Richmond St., fired a bullet into the air, and stole the victim's Rolex watch. The suspect fled in a Dodge Charger. Detectives used the LPR system to link the suspect with other armed robberies in the region. The detectives connected the vehicle to a suspect, and he is currently in custody out of state, awaiting extradition to California.
- **December 2023, Murder** – The LPR system provided valuable information about the movement of a homicide suspect, residing in El Cerrito, both before and after he murdered the victim in Capitola, CA. The suspect was convicted of murder.
- **March 2024, Burglary** – Three suspects, operating in two teams, burglarized a tobacco store in El Cerrito. Two of the suspects used a truck to ram the front of the store. The third suspect acted as a lookout in another vehicle. Patrol officers, aided by the California Highway Patrol, apprehended two of the suspects during their response to the call. Detectives used LPR cameras during the follow-up investigation to identify and apprehend the lookout.
- **May 2024, Felony Hit and Run** – The LPR system helped investigators confirm the identity of a hit-and-run driver after she ran over a pedestrian at the intersection of Cutting Blvd. and San Pablo Ave. The driver was charged with felony hit-and-run.
- **July 2024, Vehicular Manslaughter, Hit and Run** – The system helped investigators identify a suspect vehicle following a fatal hit-and-run collision on San Pablo Ave., near the intersection with Central Ave. Once the vehicle was identified, detectives used the system to locate the vehicle and owner the following day in Concord, CA. After interviewing the owner, detectives identified and apprehended the driver of the vehicle, on the night of the crime. The driver was convicted of vehicular manslaughter.
- **February 2025, Armed Home Invasion Robbery** – Officers responded to a home invasion robbery, during which two armed suspects woke residents at gunpoint after breaking into their house just before midnight. The following day, patrol officers located video surveillance footage of the suspect's vehicle and found matching records in the LPR system. Investigators used the LPR system to locate the suspect's vehicle later that day, in Dixon, CA. Investigators apprehended one of the suspects asleep inside the car.
- **December 2025, Robbery** – Investigators used LPR footage to match possible suspects with a robbery. During the robbery, one suspect grabbed the victim, stole her phone, and then threw her to the ground, injuring her head. Detectives followed a lead from Berkeley Police that helped them connect the suspects and the suspect's vehicle to the El Cerrito crime. The suspects are currently wanted for the crime.

- **January/February 2026, Burglary Series** – Officers and Detectives used the LPR system to identify two separate groups of residential burglary suspects, targeting houses in El Cerrito and neighboring cities. ECPD Detectives apprehended one group of suspects and charged them with residential burglary. Detectives continue to work with neighboring departments to apprehend the other burglary crew.
- **March 2026, Auto Burglary Series** – Detectives identified a suspect vehicle following vehicle burglaries during the night in El Cerrito. After Richmond Police located and towed the vehicle, detectives recovered property for multiple victims, including a $7,000 East Bay Regional Parks Fire Department portable radio, stolen from the personal vehicle of a firefighter in El Cerrito.

In El Cerrito, the LPR system supports every major criminal investigation. In 2025, El Cerrito experienced a historically significant decline in three serious crime categories. The City experienced the lowest levels of burglary and vehicle theft in 40 years. El Cerrito also experienced the second-lowest level of robbery during the same period.

Compared to the year 2022, the last full year without license plate reading cameras, clearance rates have increased dramatically in the crime categories of robbery, assault, burglary and larceny. A crime is considered “cleared” when the suspect is arrested. The clearances rates, listed in the chart below, represent the percentage of cases cleared by the El Cerrito Police Department in 2022 and 2025. The final column represents the percentage increase in clearances in those categories.

Crime	2022 Clearance Rate	2025 Clearance Rate	Change
Robbery	19.35%	37.74%	95% increase
Assault	32.94%	45.71%	38% increase
Burglary	6.6%	11.29%	71% increase
Larceny	4.94%	14.42%	191% increase

On April 6, 2026, staff discussed the Flock Safety renewal with the Community Safety Committee at their regularly scheduled monthly meeting. The Committee unanimously voted to endorse renewing the contract with Flock Safety.

ANALYSIS

The current agreement with Flock Safety expires on June 6, 2026. The agreement has an auto-renewal clause with a thirty (30) day cancellation requirement. If the City does not intend to renew the existing agreement, staff must communicate this intent before May 6, 2026.

Flock Safety has presented a three-year renewal proposal, for an annual cost of $105,000 and a total agreement cost of $315,000. This agreement would continue the operation of the current LPR system. The proposed agreement is $1,500 more, per year, than the existing agreement of $103,500 annually. A copy of the existing Flock Safety Master Services Agreement (Attachment 2) and the renewal proposal (Attachments 3 and 4) are included with this agenda item.

The ECPD has collaborated closely with Flock Safety on system improvements and operation. The current version of the system is well suited to the demands of California Law Enforcement agencies. Multifactor authentication protects user accounts. Users affirm acknowledgments on login that their use of the system will comply with California law as it relates to prohibitions on immigration and reproductive rights enforcement. Flock Safety appears to have corrected the issues that ECPD identified with unintended access from the USPS and VA Police. The ECPD continues to work with Flock Safety to ensure that appropriate measures are considered to address concerns raised by the City Council, City staff, and the public.

The latest proposal included a significant new provision, Section 4.3 – Unauthorized Sharing. This section acknowledges Flock Safety's role in preventing unauthorized access, disclosure, or use of City data. It also specifies how Flock Safety will share data, if legally compelled. In the event that Flock causes an unauthorized sharing event, Flock agrees to pay a penalty to the City in the sum of Thirty-Four Thousand Five Hundred Dollars ($34,500) for each violation. This penalty does not apply to disclosures made pursuant to lawful processes, emergencies, or regulatory compulsion, or as a result of circumventing Flock Safety's controls.

Staff has continued to negotiate with Flock Safety on the new Master Service Agreement following the April 21, 2026 City Council meeting. Flock Safety has additionally provided an option for a one-year agreement (Attachment 6), with an auto-renewal as outlined in the new Master Services Agreement. A one-year agreement would allow the City the opportunity to evaluate the effectiveness of Flock Safety's security enhancements with more limited risk. However, a one-year agreement might subject the City to price increases in following years that would be locked in with a three-year agreement.

Staff recommends that the City Council authorize staff to enter into a renewal agreement with Flock Safety using the updated Master Service Agreement as proposed. The City Council has the option to consider a three-year renewal term or a one-year renewal term.

STRATEGIC PLAN CONSIDERATIONS

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

- *Community Safety* by using a system that actively contributes to crime reduction and officer safety through hot list alerts and increases the likelihood that crime will be solved by acting as a valuable investigative aid.

ENVIRONMENTAL CONSIDERATIONS

Flock Safety cameras are powered by solar panels.

FINANCIAL CONSIDERATIONS

This agreement would obligate the City to pay a total of $315,000 over the three-year term (FY 2026-27 through FY 2028-29) or $105,000 over a one-year term (FY 2026-27), depending on which quote the City accepts. The City would pay this amount in three annual payments of $105,000 or one annual payment of $105,000. Future year funding will be included in the proposed annual budget and is subject to City Council approval of annual appropriations. The funding source is currently projected to be from the C.O.P.S. grant fund (222), which has a projected ending fund balance of $153,056 for fiscal year 2026. The C.O.P.S. grant fund typically generates a minimum of $100,000 in grant funding annually.

LEGAL CONSIDERATIONS

The Office of the City Attorney has reviewed and approved the proposed agreements as to form.

Reviewed by:

Karen Pinkos, City Manager

Attachments:

1. Resolution - 3 Year Term
2. Existing Agreement
3. Proposed Renewal Agreement
4. Quote - 3 Year Term
5. Resolution - 1 Year Term
6. Quote - 1 Year Term
7. Presentation

RESOLUTION 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FLOCK GROUP INC. TO PROVIDE AUTOMATED LICENSE PLATE READER CAMERAS FOR AN AMOUNT NOT TO EXCEED $315,000 BETWEEN JUNE 7, 2026 AND JUNE 7, 2029.

WHEREAS, the City of El Cerrito faces significant impacts from property and violent crime; and

WHEREAS, the majority of violent crimes and burglaries involve the use of motor vehicles; and

WHEREAS, Automated License Plate Reader camera systems have proven to be a tool to reduce crime and increase crime clearance rates; and

WHEREAS, Flock Group Inc. has demonstrated that its product meets the operational requirements of the El Cerrito Police Department; and

WHEREAS, the El Cerrito Police Department has a need for a reliable and proven investigative aid.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes the City Manager to enter into an agreement with Flock Group Inc. to provide automated license plate reader cameras for an amount not to exceed $315,000 between July 7, 2026 and June 7, 2029.

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

I CERTIFY that at a regular meeting on May 5, 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

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Agency**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Agency: City of El Cerrito **Legal Entity Name: City of El Cerrito**	**Contact Name:** Paul Keith
Address: 10900 San Pablo Ave El Cerrito, California 94530	**Phone:** 510-215-4425 **E-Mail:** pkeith@ci.el-cerrito.ca.us
Expected Payment Method: Invoice/Check	**Billing Contact:** (if different than above)

Initial Term: 36 months **Renewal Term:** 12 months	**Billing Term:** Annual payment due Net 90 per terms and conditions

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	$350.00	30.00	$10,500.00
Professional Services - Advanced Implementation Fee	$750.00	10.00	$7,500.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	$2,500.00	40.00	$100,000.00
Flock Safety Advanced Search	$3,500.00	40.00	$3,500.00

Subtotal Year 1:	$121,500.00
Subscription Term:	36 Months
Annual Recurring Total:	$103,500.00
Estimated Sales Tax:	$0.00
Total Contract Amount:	$328,500.00

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: DocuSigned by: Mark Smith AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 3/29/2023

Agency: City of El Cerrito

By: DocuSigned by: Karen Pinkos 201F0EAAF6634BB...

Name: Karen Pinkos

Title: City Manager

Date: 3/27/2023

Attest: DocuSigned by: HCharlety F741004CB417415...

Name: HCharlety

Title: City Clerk

Approved as to form: DocuSigned by: Sky Woodruff 75E1F4122B70451...

Name: Sky Woodruff

Title: City Attorney

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the City of El Cerrito identified in the signature block of the Order Form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) ("**Notifications**");

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("**Permitted Purpose**").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Advanced Search**" means the provision of Services, via the web interface using Flock's software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 "***Agency Data***" means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

1.3 ***"Agency Generated Data"*** means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. "***Agency Hardware***" means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. "***Aggregated Data***" means information that relates to a group or category of individuals, from which any potential individuals' personal identifying information has been permanently "anonymized" by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 "***Deployment Plan***" means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 "***Documentation***" means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 "***Embedded Software***" means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 "***Falcon Flex***" means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 "***Flock Hardware***" means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 "***Flock IP***" means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

1.13 "***Flock Safety Falcon™***" means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 "***Flock Safety Raven™***" means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 "***Flock Safety Sparrow™***" means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 *"**Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 *"**Implementation Fee(s)**"* means the monetary fees associated with the Installation Services, as defined below.

1.20 "***Installation Services***" means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 "***Non-Agency End User(s)***" means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 "***Services***" or "***Flock Services***" means the provision, via the Web Interface, of Flock's software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 "***Support Services***" means Monitoring Services, as defined in Section 2.10 below.

1.24 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Services.

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

1.25 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 "***Wing Suite***" means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 "***Wing Livestream***" means real-time video integration with third-party cameras via the Flock interface.

1.28 "***Wing LPR***" means software integration with third-party cameras utilizing Flock's Vehicle Fingerprint Technology™ for license plate capture.

1.29 "***Wing Replay***" means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 "***Vehicle Fingerprint™***" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface.

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 **Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 **Usage Restrictions.**

2.5.1 **Flock IP.** The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency ("***Permitted Purpose***"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. **Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware.

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 **Suspension.**

2.7.1 **Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("***Service Suspension***"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 **Installation Services.**

2.8.1 ***Designated Locations.*** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("***Designated Location***") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 ***Agency Installation Obligations.*** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations***"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 ***Flock's Obligations.*** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 ***Ownership of Hardware.*** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 **Special Terms.** From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 **Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors . The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order. Flock agrees to provide agency with notice of such access, use, preservation and/or disclosure prior to release (where commercially reasonable).

4.2 **Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 **Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 **Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 **Software Product Fees.** For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 **Hardware Product Fees.** For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock ninety (90) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.

c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.

d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of $500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 **No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("***No-Fee Term***"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 **Insurance.** Before beginning any work under this Agreement, Flock, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

work hereunder by Flock and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Flock shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Flock shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Flock's bid. Flock shall not allow any subcontractor to commence work on any subcontract until Flock has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Flock shall maintain all required insurance listed herein for the duration of this Agreement.

Workers' Compensation. Flock shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Flock. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Flock may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Flock, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

Commercial General and Automobile Liability Insurance.

General requirements. Flock, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of Flock; or automobiles owned, leased, hired, or borrowed by Flock

c. For any claims related to this Agreement or the work hereunder, Flock's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Flock's insurance and shall not contribute with it.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

Professional Liability Insurance.

General requirements. Flock, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Flock must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

All Policies Requirements.

Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

Verification of coverage. Prior to beginning any work under this Agreement, Flock shall furnish City with complete copies of all policies delivered to Flock by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to Flock beginning work, it shall not waive Flock's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

Deductibles and Self-Insured Retentions. Flock shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or Flock shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

Waiver of Subrogation. Flock hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Flock agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by Flock, its employees, agents, and subcontractors.

Subcontractors. Flock shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Remedies. In addition to any other remedies City may have if Flock fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Flock's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Flock to stop work under this Agreement or withhold any payment that becomes due to Flock hereunder, or both stop work and withhold any payment, until Flock demonstrates compliance with the requirements hereof; and/or

  Terminate this Agreement.

7.6 **Compliance with all Applicable Laws; Nondiscrimination.** Flock shall comply with all applicable local, state, and federal laws, regulations, and ordinances in the performance of this Agreement. Flock shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state, or federal laws or regulations.

7.7 **Prevailing Wage.**

A. Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Purchase Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, et seq. Each laborer, worker or mechanic employed by Flock or by any subcontractor shall receive the wages herein provided for. Flock shall pay two hundred dollars ($200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by Flock to each worker.

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

B. An error on the part of an awarding body does not relieve Flock from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775. The Agency will not recognize any claim for additional compensation because of the payment by Flock for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by Flock.

C. Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, Flock shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

7.8 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (C) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (D) FOR CRIME PREVENTION; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

WITH ALL OTHER CLAIMS, EXCEED TWICE THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 **Non-Liability of Officials, Employees, and Agents.** No officer, official, employee or agent of agency shall be personally liable to Flock in the event of any default or breach by Agency or for any amount which may become due to Flock pursuant to this Agreement.

8.3 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.4 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 **Compliance With Laws.** The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice prior to release (where commercially reasonable).

10.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor. Flock does not have any authority of any kind to bind Agency to any contracts or obligations in any respect whatsoever.

10.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

DocuSign Envelope ID: D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90

AGENCY NOTICES ADDRESS:

10900 SAN PABLO AVE.
EL CERRITO, CA 94530
ATTN:CHIEF OF POLICE
EMAIL: pkeith@ci.el-cerrito.ca.us

Master Services Agreement

This Master Services Agreement (this "***Master Services Agreement***") is entered into by and between Flock Group Inc, with a place of business at 1170 Howell Mill Road NW, Suite 210, Atlanta, GA 30318 ("***Flock***"), and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***"). The Agreement is effective as a binding agreement between the Parties as of the Effective Date.

1. DEFINITIONS

1.1. "***Agreement***" means this Master Services Agreement, any exhibits attached hereto, the Reinstall Fee Schedule, the Customer Implementation Guide, and each Order Form, each of which is incorporated by reference herein.

1.2. "***Applicable Law***" means all federal, state, and local laws and regulations, including those related to the recording or sharing of data, video, photo, or audio content, in each case to the extent directly applicable to the respective Party's performance of its obligations under this Agreement.

1.3. "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Flock Services on behalf of Customer pursuant to the Agreement, who have been (a) granted access to the Flock Services by Customer in its exercise of reasonable discretion relating to the receipt of the Flock Services hereunder by Customer, and (b) from whom Customer has obtained reasonable assurances that they will comply with the access and use and confidentiality terms in the Agreement.

1.4. "***Confidential Information***" means information that is disclosed by one Party to the other and that the receiving Party knows is confidential to the disclosing Party or that is of such a nature that someone familiar with the type of business of the disclosing Party would reasonably understand is confidential to it. Confidential Information includes financial, product, and other business information of either Party. Notwithstanding the foregoing, Confidential Information does not include information that the receiving Party can demonstrate: (a) is in the public domain or is generally publicly known through no improper action or inaction by the receiving Party; (b) was rightfully in the receiving Party's possession or known by it prior to receipt from the disclosing Party; (c) is rightfully disclosed without restriction to the receiving Party by a third-party without violation of obligation to the disclosing Party; or (d) is independently developed for the receiving Party by third parties without use of the Confidential Information of the disclosing Party.

1.5. "***Customer Data*"** means all (a) data and information captured by Flock Hardware on behalf of Customer through the Flock Services (*e.g.*, images, audio, and/or video) and the metadata associated therewith, (b) content input into the Web Interface by Customer or its Authorized End Users, and (c) data and information provided to Flock through the Flock Services by third parties at Customer's direction.

1.6. "***Customer Hardware***" means the third-party hardware owned, or otherwise provided, by Customer and any other physical elements that interact with the Flock Software to provide the Flock Services.

1.7. "***Customer Implementation Guide***" means the terms and conditions related to implementation located at https://www.flocksafety.com/implementation-guide.

1.8. "***Effective Date***" means the date this Master Services Agreement is executed by both Parties.

1.9. "***Feedback***" means any ideas, advice, recommendations, suggestions, enhancement requests, feedback, or proposals provided by, or on behalf of, Customer or its personnel to Flock related to Flock Property.

1.10. "***Flock Software***" means the (a) software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware; and (b) the software functionality of the Web Interface that enables system access and use.

1.11. "***Flock Hardware***" means all Flock device(s) and physical elements provided by Flock in connection with the Flock Services.

1.12. "***Flock Property***" means the Flock Services, the Flock Software, Flock Hardware, the Web Interface, Flock's Confidential Information, and all intellectual property or proprietary information therein or otherwise provided to Customer or its Authorized End Users, including Flock's technology, patents, trade secrets, trademarks, proprietary methods, algorithms, data models, machine learning methods, documentation, and any modifications or improvements. For clarity, Flock Property also includes any derivative works, intermediate or final outputs, analyses, reports, models, or other results generated by or through the Flock Services. Except for the limited ability to access and download Customer Data within the applicable Retention Period, no rights are granted to download, extract, export, or otherwise create or retain copies of such derivative works, outputs, or other elements of Flock Property.

1.13. "***Flock Services***" means the services provided by Flock under the Agreement as set forth in the applicable Order Form, including access to and use of the Web Interface by Customer and the provision of Flock Software and Flock Hardware.

1.14. "***Force Majeure Event***" means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party and any consequences of that event or circumstance.

1.15. "***Order Form***" means any Flock Order Form entered into by the Parties on the date hereof or following the Effective Date and incorporated herein by reference. Each Order Form will describe the Flock Services to be performed and the period for performance.

1.16. "***Permitted Purpose***" means a legitimate public safety and/or business purpose, including the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.17. "***Reinstall Fee Schedule***" means the fee schedule set forth at https://www.flocksafety.com/reinstall-fee-schedule.

1.18. "***Retention Period***" means the time period that footage captured by the Flock Hardware or Customer Hardware via the Flock Services and the associated metadata is stored by Flock, as specified in the applicable Order Form.

1.19. "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services.

2. ACCESS AND USE

2.1. Provision of Access. Subject to compliance with the terms of the Agreement, Flock grants to Customer and its Authorized End Users a limited, non-exclusive, non-transferable right to access and use the Flock Services via the Web Interface during the term of this Agreement, solely for the Permitted Purpose. Customer shall access the Flock Services through the Web Interface only (a) through its Authorized End Users acting within the scope of their service for Customer; (b) for the internal use of Customer; and (c) from and within the United States.

2.2. Authorized End Users. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without Flock's prior written permission. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer shall be responsible for all acts and omissions of Authorized End Users in connection with their access and use of the Flock Services, including each Authorized End User's compliance with the terms of the Agreement and Applicable Law. Customer shall terminate any Authorized End User's access to the Flock Services (a) when such person no longer meets the definition of "Authorized End User;" (b) if conduct by such Authorized End User breaches any term of the Agreement; or (c) upon such Authorized End User's indictment, arrest, or conviction for any felony offense. Flock may restrict, suspend, or terminate an Authorized End User's access to the Flock Services if Flock determines, in its reasonable discretion, that such access has an adverse effect on Flock or any of its customers. Customer is responsible for any use of data, information, or services obtained through the Flock Services by Authorized End Users.

2.3. Access and Use Restrictions. Except as expressly permitted under the Agreement, Customer shall not and shall cause its Authorized End Users not to: (a) access or use Flock Property in connection with the provision of any services to third parties; (b) resell, rent, license, lease, provide service bureau or timeshare services, transfer, encumber, copy, distribute, publish, exhibit, transmit or otherwise make available to any third-party any Flock Property; (c) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on Flock Property; (d) use Flock Property in a manner that delays, impairs, or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software, or system input or output, including introduction of any viruses or malware into the Web Interface; (e) use Flock Property or any part or aspect thereof in violation of Applicable Law or to mislead or harass anyone; or (f) use Flock Property, except as specifically permitted under the Agreement. Use of, or access to, Flock Property not in accordance with the terms of the Agreement is strictly prohibited. Any violation of this Section 2 will cause Flock irreparable and immediate harm, and Flock is

entitled to injunctive relief to prevent such violation. In the event of a violation of this Section 2.3, Flock may temporarily suspend Customer and/or any Authorized End User's access to any portion or all of the Flock Property (a "***Service Suspension***"). Customer shall not be entitled to any remedy for any Service Suspension imposed in accordance with the Agreement, including any reimbursement, tolling, or credit.

3. SERVICES AND SUPPORT

3.1. Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone, or by email at **support@flocksafety.com** (such services collectively referred to as ***"Support Services"***).

3.2. Service Disruptions. Flock Services may be disrupted in the event that: (a) Flock's provision of the Flock Services to Customer or any Authorized End User is prohibited by Applicable Law; (b) any third-party services required for Flock's provision of the Flock Services are interrupted; (c) the Flock Services are being used for malicious, unlawful, or otherwise unauthorized purposes; (d) there is a threat or attack on any Flock Property by a third-party; or (e) there is scheduled or emergency maintenance ("***Service Disruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Disruption to Customer, to provide updates, and to resume providing access to the Flock Services as soon as reasonably possible after the event giving rise to the Service Disruption. To the extent the Service Disruption is not caused by Customer's direct actions or omissions (or those of parties associated with Customer), the term of the Flock Services affected by such Service Disruption will be tolled by the duration of the Service Disruption for any continuous disruption lasting at least one (1) full day. For example, in the event of a Service Disruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the term of the applicable Order Form. The remedy of a credit described in this Section 3.2 will be Customer's sole and exclusive remedy for the acts or omissions of Flock relating to such Service Disruption.

4. DATA USE AND LICENSING

4.1. Customer Data. As between Flock and Customer, all right, title, and interest in and to Customer Data belong to and are retained by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to (a) use and disclose Customer Data to provide the Flock Services; and (b) use Customer Data to support and improve Flock's products and services. Customer Data will be available for Authorized End Users to access and download via the Web Interface during the applicable Retention Period. For clarity, Flock retains the exclusive right to determine and control the method, timing, format, and medium of such access or delivery, and is not obligated to provide Customer Data in any alternative form, format, or transmission method outside of the Web Interface. To the extent any Customer Data constitutes Personal Information (as defined under Applicable Laws), Flock will process such data in accordance with Applicable Law and the privacy policy set forth at https://www.flocksafety.com/legal/privacy-policy.

4.2. Flock Property. Except for the right to use Flock Property subject to the terms and conditions contained herein, the Agreement does not confer on Customer a license in, ownership of, or interest in Flock Property. Flock developed or acquired Flock Property exclusively at its private expense. As between the Parties, Flock Property and all right, title, and interest in and to it is and will remain the exclusive property of Flock.

4.3. Unauthorized Sharing. Flock acknowledges the importance of protecting the integrity and security of Customer Data and maintains appropriate technical and organizational safeguards designed to prevent unauthorized disclosure, access, or use of Customer Data ("***Unauthorized Sharing***"). Flock shall comply with its Policy for Responding to Legal Demands for Customer Data (the "***Customer Data Policy***"), attached hereto as Attachment "**A**." Flock shall not disclose, enable access to, or otherwise make available any Customer Data to any unauthorized person or entity, except: (a) where required by applicable law, regulation, subpoena, warrant, or court order, and only in accordance with the Customer Data Policy; (b) in response to an exigent or emergency request consistent with Flock's Evidence Policy and applicable law; or (c) with Customer's prior written consent. Access to Customer Data by individuals deputized or seconded to a federal task force, or by federal personnel embedded within a state or local agency, shall not constitute an Unauthorized Sharing under this Section where (i) such individuals are acting under the control, supervision, or credentials of the Customer or another state or local agency with authorized access approved by Customer; and (ii) access to Customer Data that is initiated, authorized, or facilitated by Customer, including Customer's acceptance of a sharing request or participation in a Lookup tool via the user interface, shall likewise not constitute an Unauthorized Sharing. In the event Flock causes an Unauthorized Sharing, Flock shall pay to Customer, as a penalty, the sum of Thirty Four Thousand Five Hundred Dollars ($34,500) per Violation. For purposes of this Section, a "***Violation***" means a single, discrete act or incident of unauthorized disclosure or access resulting from Flock's conduct, irrespective of the volume or number of records, cameras, or data elements involved in that same act or incident. The Parties acknowledge and agree that (i) this penalty is intended to serve as a deterrent to unauthorized sharing of Customer Data, by Flock; (ii) this Section does not apply to any disclosure made pursuant to lawful process, emergency, or regulatory compulsion, or as a result of circumvention of Flock's controls, and (iii) the penalty set forth herein constitutes Customer's sole and exclusive remedy for any such Unauthorized Sharing.

5. CONFIDENTIALITY. Each Party shall exercise reasonable care to hold Confidential Information in confidence and not use it or disclose it to any other person or entity, except (a) as permitted under this Agreement or as reasonably necessary for the performance or enforcement of this Agreement; (b) as agreed in writing by the other Party; (c) for the Party's proper management and administration (provided that it obtains reasonable assurances from all recipients that they will keep the information confidential and use it only for the purpose of its disclosure; and provided further that it is responsible for all acts and omissions of any such recipient in violation of this Section 5); and (d) as required by law, including any direct and valid court order, subpoena for the specific Confidential Information, or other valid legal process, provided that receiving Party shall, to the extent permissible, give the disclosing Party reasonable prior notice of such disclosure. Any violation of this Section 5 may cause the non-violating Party irreparable and immediate harm, and such Party is entitled to injunctive relief to prevent such violation. Upon termination of this Agreement, all Confidential Information will be returned to the disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof.

6. PAYMENT OF FEES

6.1. Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices thirty (30) days from the date of each such invoice. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days following the date of the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of the Flock Services until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right. Customer shall direct all queries regarding billing or payment concerns to billing@flocksafety.com. Flock may impose a late fee equal to the lesser of (a) 1.5%, or (b) the highest rate permitted by Applicable Law, each month on all amounts overdue beyond ten (10) days, but this charge will not waive or extend any obligation of Customer to make payments when due.

6.2. Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the term of the applicable Order Form. Any such changes to fees shall only impact subsequent renewal terms.

6.3. Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amounts subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Flock a legally sufficient, valid tax exemption certificate authorized by the appropriate taxing authority. Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1. Term. This Master Services Agreement will be effective from the Effective Date and will continue in full force and effect until terminated as set forth herein. The term of each Order Form will be as set forth therein. Unless otherwise indicated on the Order Form, the subscription term of the Order Form shall be tied to the first installation of Flock Hardware, as applicable.

7.2. **Termination.** Upon termination or expiration of the Agreement or any applicable Order Form, Flock will remove at its sole cost and expense any applicable Flock Hardware within sixty (60) days. If Flock does not accomplish removal within this sixty (60)-day period, Customer shall have the right (but not the obligation) to disconnect, uninstall, and remove the Flock Hardware for storage at a Customer designated facility. Flock

shall be responsible for all of Customer's cost and expenses incurred for removal and storage completed by Customer. Either Party may terminate this Agreement effective upon written notice to the other Party if (a) the other Party defaults in performance of any material provision of the Agreement and such default is not cured within(30) days following written notice describing the specific default; (b) the other Party violates Applicable Law; (c) the other Party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (d) the other Party is adjudged bankrupt; (e) a court assumes jurisdiction of the assets of the other Party under a federal reorganization act or other statute; (f) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other Party; (g) the other Party becomes insolvent, suspends business, or ceases to conduct its business in the ordinary course; (h) the other Party makes an assignment of its assets for the benefit of its creditors; or (i) there are no active Order Forms under this Master Services Agreement. In the event Customer terminates the Agreement pursuant to Section 7.2(a), Flock will refund Customer a pro-rata portion of the pre-paid fees for the Flock Services not received prior to the date of termination.. .

7.3. Survival. The following Sections will survive termination: 1, 4, 5, 6, 7, 8.5, 9, and 11.

7.4. Payment Upon Termination. Upon termination of the Agreement or any Order Form for any reason, Customer shall pay to Flock all amounts due hereunder for all Flock Services rendered through the date of termination in accordance with the terms of the Agreement.

8. REPRESENTATIONS AND WARRANTIES

8.1. Manufacturer Defect. Upon a malfunction or failure of Flock Hardware (a **"*Defect*"**), Customer must notify Flock's technical support team. Flock shall conduct an inspection or test any Customer-reported Defect within seven (7) business days of notification, and Flock shall use commercially reasonable efforts to repair or replace, in Flock's sole discretion, the defective Flock Hardware at no additional cost to Customer.

8.2. Flock Representations and Warranties. Flock represents and warrants to Customer that (a) the Flock Services, when used properly and as expressly authorized by Flock, do not infringe any valid patent, registered copyright, or other registered intellectual property right under the laws of the United States, provided that Flock makes no warranty to the extent that such infringement results from (i) use of the Flock Services by Customer in combination with any data, software, or equipment provided by Customer or any third party that could have been avoided by use or access of the Flock Services without such data, software, or equipment, or (ii) any breach of an agreement by, or any negligent or other wrongful act or omission of, Customer or any party acting on behalf of Customer; (b) Flock's personnel will perform the Flock Services in a professional and workmanlike manner; and (b) Flock's personnel performing the Flock Services will be trained and will perform the Flock Services in all material respects in accordance with prevailing industry standards.

8.3. Customer Representations and Warranty. Customer represents and warrants to Flock that Customer shall use the Flock Services only in compliance with the Agreement, the Permitted Purpose, and Applicable Law.

8.4. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the requisite corporate power and authority to execute and perform its obligations under the Agreement; (b) the person executing the Agreement on its behalf has the authority to bind it hereunder and that such Party's execution of the Agreement is not in violation of such Party's bylaws, certificate of incorporation, or other comparable document; (c) the execution, delivery, or performance of the Agreement will not violate or conflict with, require consent under, or result in any breach or default of (i) Applicable Law, or (ii) any covenants or agreements by which such Party or any of its assets are bound; and (d) each Party will comply with Applicable Law.

8.5. Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, THE FLOCK SERVICES ARE PROVIDED "AS IS," AND FLOCK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER. THIS SECTION 8.5 APPLIES TO THE EXTENT PERMITTED BY LAW.

8.6. Insurance. Flock will maintain the insurance policies set forth on Exhibit A attached hereto.

9. LIMITATION OF LIABILITY. FLOCK'S CUMULATIVE, AGGREGATE LIABILITY IN CONNECTION WITH, OR ARISING IN ANY WAY OR IN ANY DEGREE FROM, THE AGREEMENT, FROM THE FLOCK SERVICES, OR OTHERWISE FROM THE ACTS OR OMISSIONS OF FLOCK WILL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO FLOCK IN THE TWELVE (12) MONTHS BEFORE SUCH CLAIM AROSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK WILL NOT BE LIABLE FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES; ADDITIONAL OVERHEAD AND PAYROLL; LOST PROFITS OR BUSINESS OPPORTUNITIES; LOSS OF DATA; OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES. THIS SECTION 9 APPLIES TO THE EXTENT PERMITTED BY LAW. Customer hereby acknowledges that the remedies set forth above are reasonable and will not fail of their essential purpose.

10. FLOCK HARDWARE (APPLICABLE ONLY WHERE CUSTOMER HAS LICENSED FLOCK HARDWARE)

10.1. Flock Hardware*.* Unless Flock does not remove the Flock Hardware upon termination as provided in section 7.2 above, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust, or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions while the Agreement remains in effect, all warranties herein shall be null and void, and Flock shall be entitled to terminate the Agreement in accordance with Section 7.2(a). Notwithstanding the foregoing, in the

event of an emergency or imminent threat to persons or property, Customer may temporarily remove or relocate the affected Flock Hardware, provided that Customer (i) takes reasonable care to avoid damage, (ii) promptly notifies Flock of the removal/relocation, and (iii) makes the Flock Hardware available for reinstallation by Flock as soon as practicable. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may immediately cut off access to the Web Interface and remove Flock Hardware at Flock's discretion. Such actions, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default, and Flock shall have the right to enforce any other legal remedy or right.

10.2. Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan associated with each Order Form (each, a "***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, and/or changes to heights of poles will incur a fee as set forth in the Reinstall Fee Schedule. Customer will receive prior notice and confirm approval of any such fees.

10.3. Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.4. Replacements In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee as set forth in the Reinstall Fee Schedule. In the event Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to the Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

10.5. Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under the Agreement, Flock shall have the right to cease work immediately. Flock shall not cause any hazardous materials to be present or spill onto Customer property.

11. MISCELLANEOUS

11.1. Severability. If any provision of the Agreement is found to be illegal, unenforceable, or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect.

11.2. Assignment. Neither Party may assign the Agreement or any right under the Agreement, in each case by operation of law or otherwise, except as otherwise permitted hereunder without the prior written consent of the other Party, and any attempt to assign the Agreement or any right under the Agreement in breach of the provisions of this Section 11.2 shall be null and void. The foregoing notwithstanding, either Party may assign the Agreement upon written notice to the other Party in connection with (a) any reorganization, conversion, consolidation or merger of such Party, (b) any transaction resulting in the holders (together with their affiliates) of a majority of the voting securities, membership interest or right to appoint a majority of the members of the board of directors or similar governing body of such Party as of immediately prior to such transaction, holding less than such a majority as of immediately after such transaction, or (c) any sale, transfer or exclusive license of all or a majority of the assets of such Party that are pertinent to the Agreement or, in each case of (a) through (c) whether consummated in one transaction or a series of related transactions. For the avoidance of doubt, the assigning Party and the assignee will remain liable jointly and severally for any unperformed obligations under the Agreement or any breach hereof arising prior to the effective date of any assignment of the Agreement. The Agreement is binding on the Parties and their successors and permitted assigns.

11.3. Entire Agreement. The Agreement constitutes the entire agreement between the Parties relating to the Flock Services and supersedes all prior agreements, understandings, and representations relating to the Flock Services. No waiver or modification to the Agreement will be effective or binding unless signed by Customer and a duly authorized representative of Flock, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of the Agreement or be binding upon Flock, and any such terms are expressly rejected. Any mutually agreed purchase order is subject to the terms of the Agreement. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.4. Relationship. The Parties intend that nothing contained in the Agreement be construed to create an agency, partnership, joint venture, employment, or like relationship between the Parties, and their relationship is and will remain that of independent Parties to a contractual service relationship. Neither Party will be liable for the debts or obligations of the other Party.

11.5. Governing Law; Dispute Resolution. The Agreement, and any controversy or claim arising out of or relating to the Agreement (each, a "***Dispute***") shall be governed exclusively by, and construed and enforced in accordance with, the laws of the State of California, without regard to its conflicts of laws principles. If any Dispute cannot be settled through direct discussions, the Parties agree to endeavor first to settle such Dispute by mediation administered by the American Arbitration Association under its

Commercial Mediation Procedures with the cost to be equally shared by the Parties before resorting to litigation. The Federal District Court in the State of California will be the exclusive venue for any resolution of any Dispute. If the Federal District Court in the State of California does not have subject matter jurisdiction, California state courts shall be the exclusive venue for any resolution of any Dispute. The Parties hereby submit to and consent irrevocably to the jurisdiction of such court for these purposes.. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.6. Publicity. Flock will obtain Customer's consent before using Customer's name or logo in a manner signifying an endorsement of Flock by Customer; provided, however that Flock may refer to Customer as a current customer without first obtaining Customer's consent.

11.7. Feedback. Any Feedback: (a) is given to Flock without claim of intellectual property right by Customer, (b) by its receipt grants Flock a royalty free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to commercialize, use, and incorporate such Feedback into its software, services, or systems, or use as it otherwise deems necessary or desirable in its business, and (c) will not enable Customer to claim any interest in or ownership of Flock Property.

11.8. Export. Customer may not remove or export from the United States or allow the export or re-export of Flock Property or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("***FAR***"), section 2.101, the Flock Services, Flock Hardware, and documentation are "commercial items" according to the Department of Defense Federal Acquisition Regulation ("***DFAR***") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment, or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement.

11.9. Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.10. Conflict. To the extent of a conflict between the Agreement and any applicable statement of work or mutually-agreed purchase order, the Agreement controls unless explicitly stated otherwise. From time to time, Flock may offer certain special terms applicable to the Order Form in which they are included ("***Special Terms***"). To the extent that any terms of this Master Services Agreement are inconsistent or conflict with the Special Terms set forth in any Order Form, the Special Terms shall control.

11.11. Notices. All notices under the Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.12. Non-Appropriation. All obligations of the Customer under the Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, if funds are not appropriated for a future fiscal year, Customer shall have the right to terminate the Agreement for non-appropriation at the end of the applicable fiscal year upon thirty (30) days' written notice to Flock. Customer shall remain responsible for all amounts incurred prior to termination, and non-appropriation shall not be based on discretionary budget decisions or operate as a termination for convenience right.

11.13. Construction. When used in the Agreement, "including" means "including without limitation."

11.14. Force Majeure.

11.14.1. If a Force Majeure Event prevents a Party from complying with any one or more obligations under the Agreement, that inability to comply will not constitute breach if (a) that Party uses reasonable efforts to perform those obligations; (b) that Party's inability to perform those obligations is not due to its failure to (i) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event, or (ii) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event; and (c) that Party complies with its obligations under Section

11.14.2. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under the Agreement.

11.15. Third Parties. Except as explicitly set forth herein, none of the provisions of the Agreement will be for the benefit of or enforceable by any third-party.

11.16. Waivers. No failure by a Party to insist upon the strict performance of any term or condition of the Agreement or to exercise any right or remedy hereunder will constitute a waiver.

11.17. Execution. In connection with the Flock Services, a copy of a signed document sent by PDF or fax will be deemed an original in the hands of the recipient. The Agreement may be executed in counterparts and exchanged by electronic means, each of which shall be deemed an original, and both of which together constitute only one agreement between the Parties.

Each Party is signing the Agreement on the date stated below that Party's signature.

FLOCK GROUP, INC.	**Customer: CA - El Cerrito PD**
By: _____	By: _____
Name: _____	Name: _____

	_____		_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
	_____	PO Number:	_____

EXHIBIT A

INSURANCE

1. **Required Coverage.** Flock shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under the Agreement and the results of that work by Flock or its agents, representatives, employees, or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of the Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of the Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (a) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (b) Flock’s Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

2. **Types and Amounts Required**. Flock shall maintain the following insurance coverage for the duration of the Agreement:

   (a) Commercial General Liability insurance written on an occurrence basis with limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, liability assumed under an insured contract, independent contractors, broad-form property damage, and product and completed operations coverage;

   (b) Workers Compensation insurance in accordance with statutory limits;

   (c) Professional Liability/Errors and Omissions insurance with limits of Five Million Dollars ($5,000,000) each claim and in the aggregate;

   (d) Commercial Automobile Liability insurance with a combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

   (e) Cyber Liability insurance written on a per claim basis with limits of Five Million Dollars ($5,000,000).

Flock Safety + CA - El Cerrito PD

_____

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

_____

MAIN CONTACT:
Graham Carter
graham.carter@flocksafety.com
(415) 329-1307

Created Date: 02/09/2026
Expiration Date: 03/11/2026
Quote Number: Q-187597
PO Number:

flock safety

flock safety

Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 10900 San Pablo Ave El Cerrito, California 94530

Ship To: 10900 San Pablo Ave El Cerrito, California 94530

Billing Company Name: CA - El Cerrito PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 36 Months
Renewal Term: 06/07/2026
Payment Terms: Net 90
Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$105,000.00**
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	40	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	Included	80	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$105,000.00
Annual Recurring Subtotal:	$105,000.00
Estimated Tax:	$0.00
Contract Total:	$315,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Product and Services Description

Flock Safety Platform Items	Product Description

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

RESOLUTION 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FLOCK GROUP INC. TO PROVIDE AUTOMATED LICENSE PLATE READER CAMERAS FOR AN AMOUNT NOT TO EXCEED $105,000 BETWEEN JUNE 7, 2026 AND JUNE 7, 2027.

WHEREAS, the City of El Cerrito faces significant impacts from property and violent crime; and

WHEREAS, the majority of violent crimes and burglaries involve the use of motor vehicles; and

WHEREAS, Automated License Plate Reader camera systems have proven to be a tool to reduce crime and increase crime clearance rates; and

WHEREAS, Flock Group Inc. has demonstrated that its product meets the operational requirements of the El Cerrito Police Department; and

WHEREAS, the El Cerrito Police Department has a need for a reliable and proven investigative aid.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes the City Manager to enter into an agreement with Flock Group Inc. to provide automated license plate reader cameras for an amount not to exceed $105,000 between July 7, 2026 and June 7, 2027.

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

I CERTIFY that at a regular meeting on May 5, 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

Flock Safety + CA - El Cerrito PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Emily Atzen
emily.atzen@flocksafety.com
+16266606222

Quote Number: Q-202058
Expiration Date: 05/29/2026

flock safety

ORDER FORM

Customer:	CA - El Cerrito PD	Initial Term:	12 Months
Legal Entity Name:	CA - El Cerrito PD	Renewal Term:	12 Months
Accounts Payable Email:	jwahrlich@ci.el-cerrito.ca.us	Payment Terms:	Net 90
Address:	10900 San Pablo Ave El Cerrito, California 94530	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products

Recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$105,000.00**
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	40	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$105,000.00
Annual Recurring Subtotal:	$105,000.00
Estimated Tax:	$0.00
Contract Total:	$105,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

If Customer is located in any of the state(s) listed at https://www.flocksafety.com/legal/state-required-provisions, the applicable state-required terms set forth therein are incorporated into the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$105,000.00
Annual Recurring after Year 1	$105,000.00
Contract Total	$105,000.00

*Tax not included
*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Advanced Search	Advanced Search is an optional upgrade for Law Enforcement Grade Falcon cameras. Advanced Search includes Convoy Analysis, Multi Geo Search, and Visual Search.
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Create a list of vehicles of interest and receive real-time alerts when they’re detected by your Flock LPR cameras.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: CA - El Cerrito PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

Flock Safety Renewal

Paul Keith

Chief of Police

May 5, 2026

Project Background

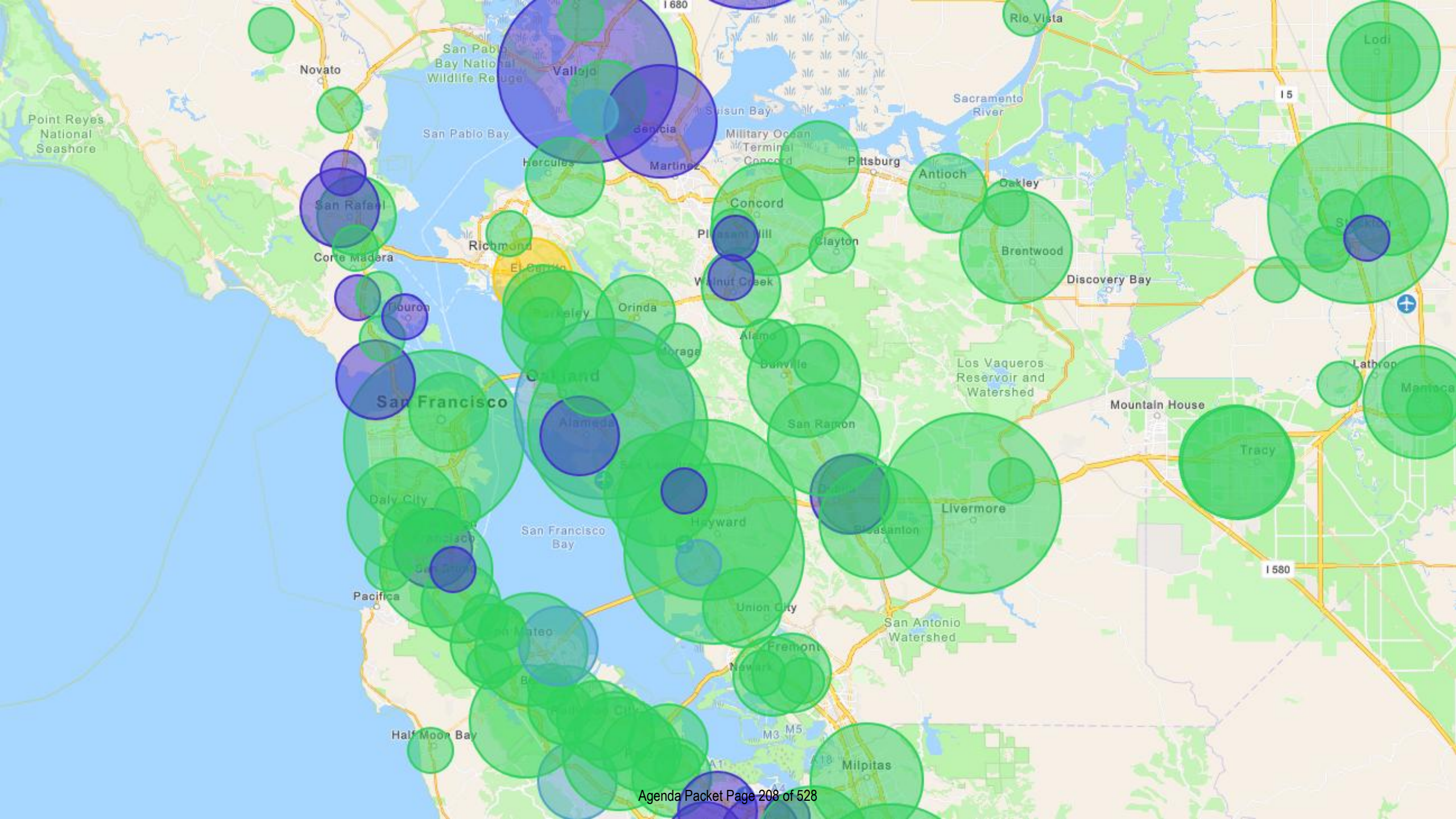
Master Services Agreement (proposed)

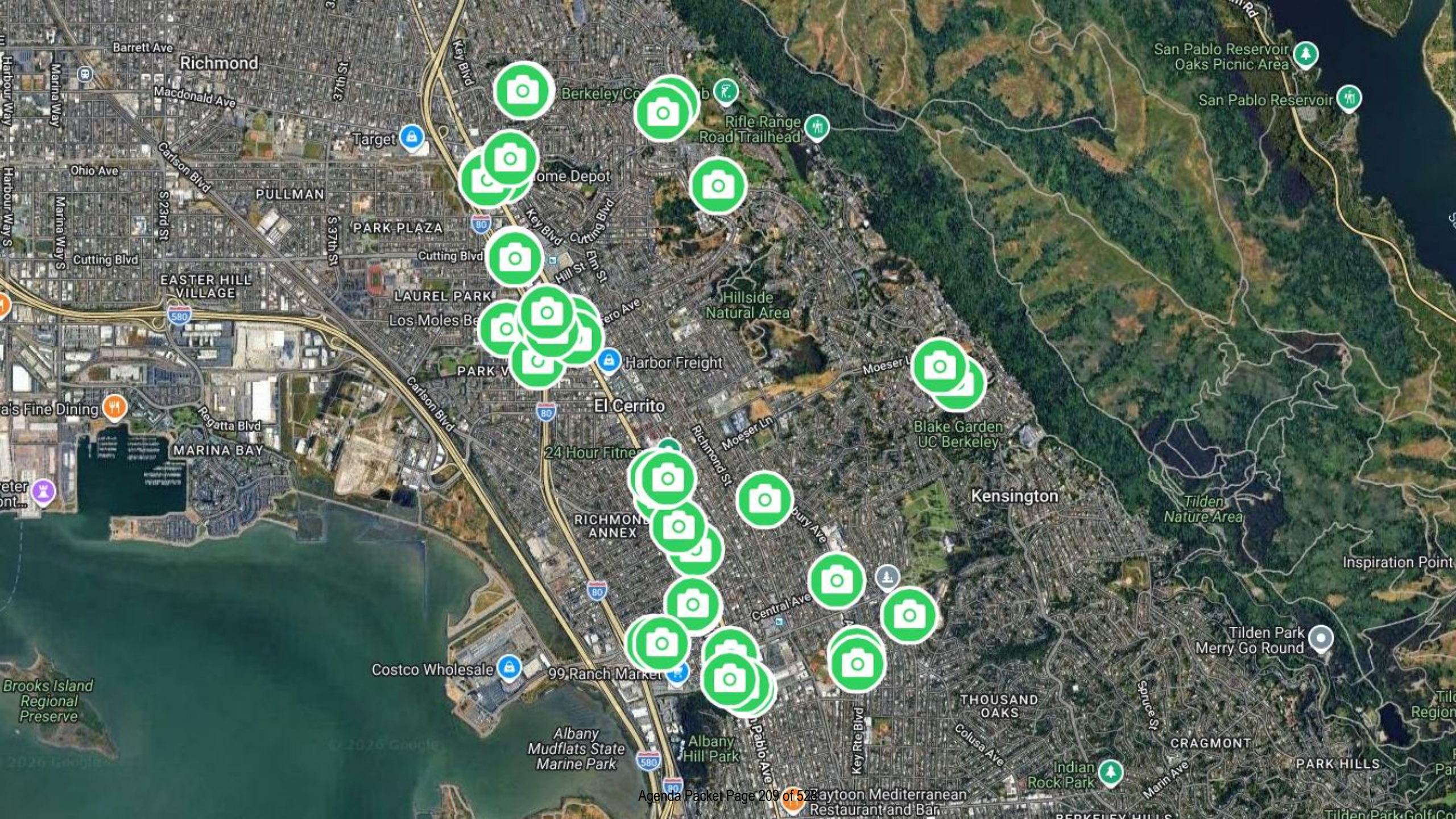
Term Options

- 1 year
- 3 years

Major Provisions

- Unauthorized Access Penalty = $34,500
- Unauthorized Access Assurances
- Termination Clause


Novato
Vallejo
San Pablo Bay National Wildlife Refuge
Point Reyes National Seashore
San Pablo Bay
Suisun Bay
Hercules
Martinez
Pittsburg
Antioch
Oakley
Concord
Pleasant Hill
Clayton
Brentwood
Discovery Bay
San Rafael
Corte Madera
Richmond
El Cerrito
Walnut Creek
Orinda
Alamo
Danville
San Ramon
Los Vaqueros Reservoir and Watershed
Mountain House
Tracy
Lathrop
Manteca
Lodi
Rio Vista
Sacramento River
I 5
I 680
I 580
San Francisco
Oakland
Alameda
Berkeley
Daly City
Pacifica
San Francisco Bay
Hayward
Livermore
Pleasanton
Union City
San Antonio Watershed
Fremont
Newark
Milpitas
Half Moon Bay
M3
M5
A1
A4
A18


Barrett Ave
Richmond
Macdonald Ave
Target
Ohio Ave
PULLMAN
PARK PLAZA
Cutting Blvd
EASTER HILL VILLAGE
LAUREL PARK
Los Moles Be
Harbor Freight
PARK V
El Cerrito
Carlson Blvd
Regatta Blvd
MARINA BAY
Costco Wholesale
99 Ranch Market
Brooks Island Regional Preserve
Albany Mudflats State Marine Park
Albany Hill Park
Berkeley Co
Rifle Range Road Trailhead
Hillside Natural Area
Moeser Ln
Blake Garden UC Berkeley
Kensington
Tilden Nature Area
Inspiration Point
Central Ave
Tilden Park Merry Go Round
THOUSAND OAKS
CRAGMONT
PARK HILLS
Indian Rock Park
Colusa Ave
Spruce St
Marin Ave
Key Rte Blvd
Pablo Ave
Hill St
Elm St
Richmond St
San Pablo Reservoir Oaks Picnic Area
San Pablo Reservoir

Camera v. Cellphone

Other Regional Surveillance

- Public Transit
- Airports
- Ferries
- Commute Corridors
- Bridges
- Toll Roads
- Businesses
- Private Residences

Flock Output

Flock Safety

Report ID: 8de47524-6445-43cf-94c8-184db7b7704c
Date Created: 4/30/2026, 10:54 AM PDT

Investigative Summary

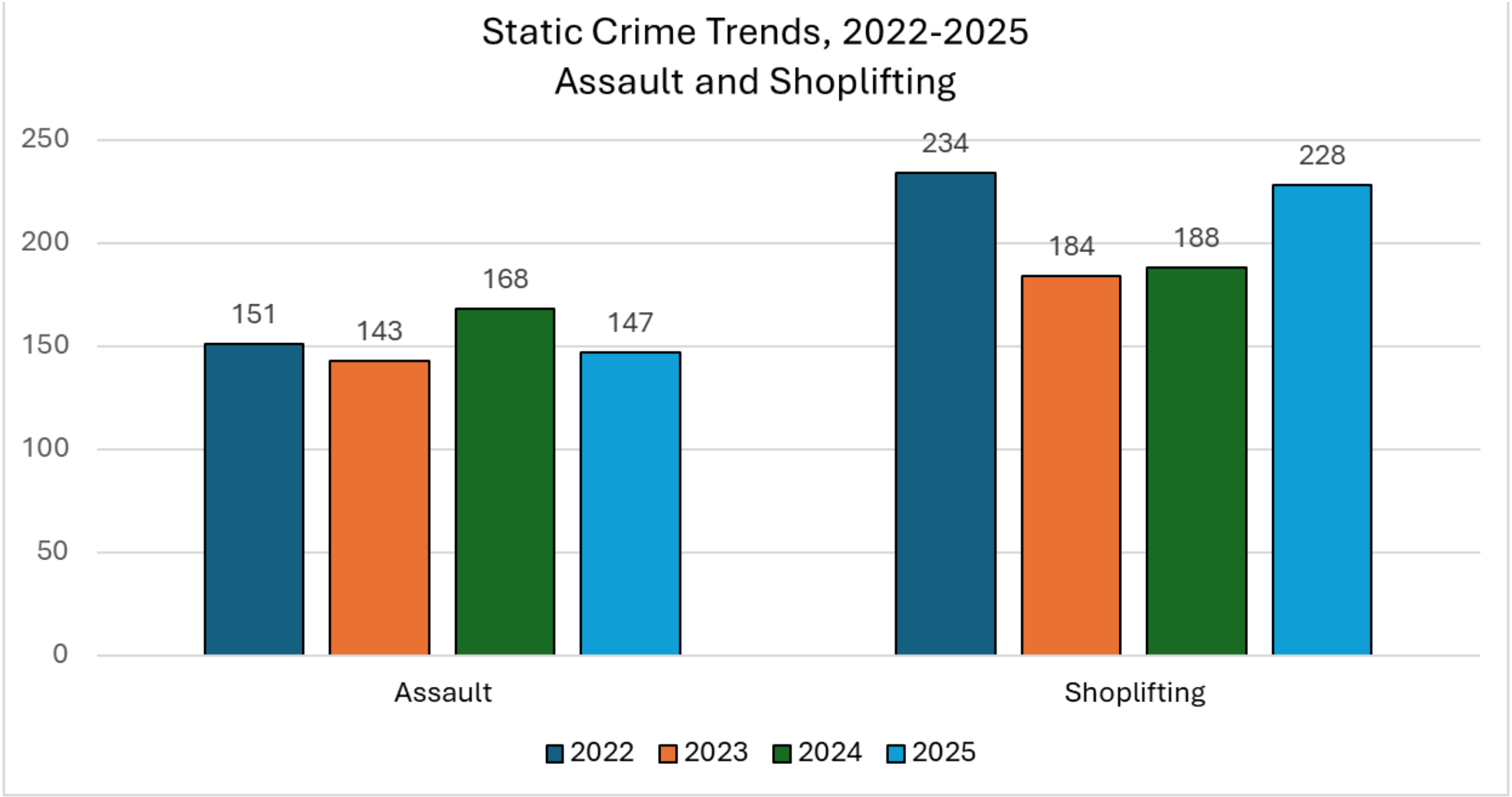
License Plate Read

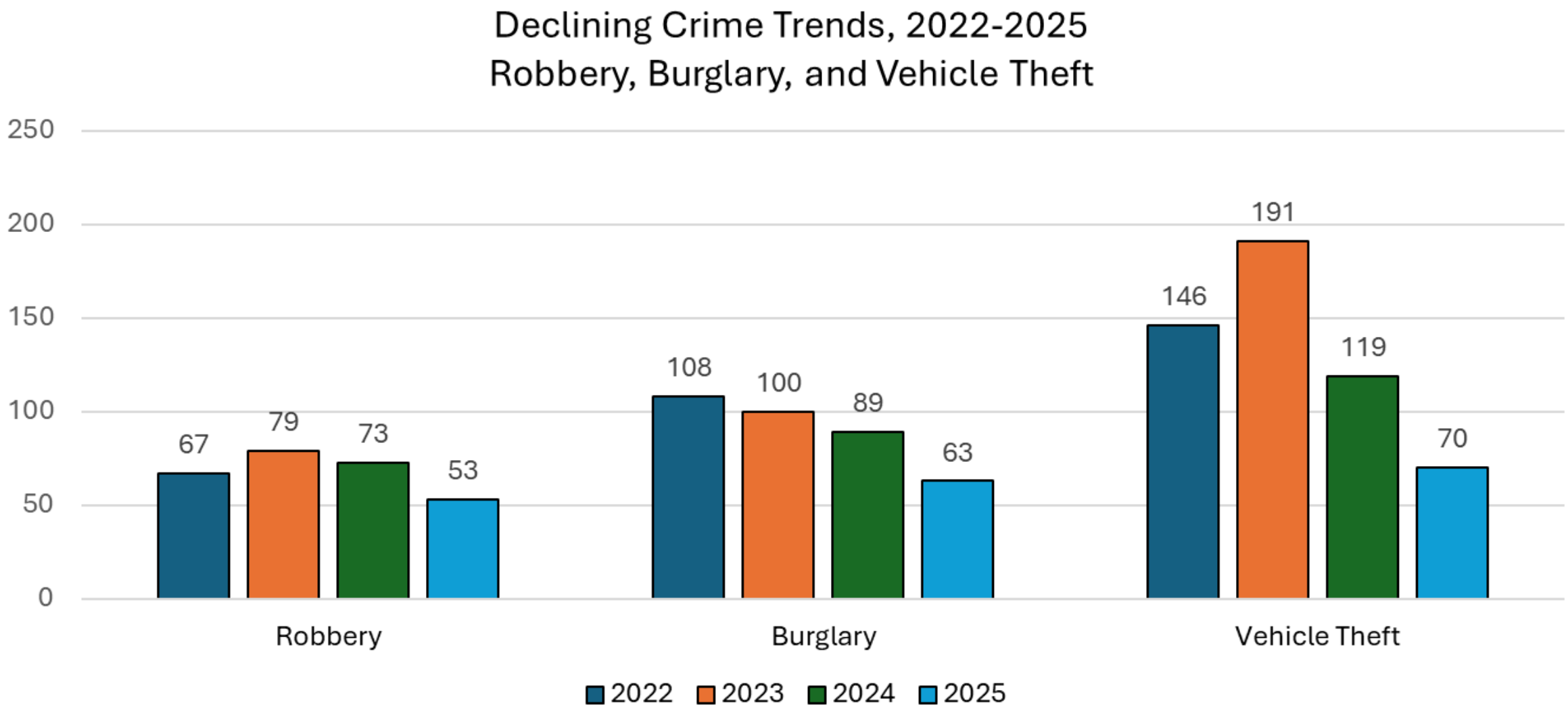
License Plate Detection

Organization name	Created by	Date created	Offense type
El Cerrito CA PD	Lauren Caputo	April 30, 2026	Welfare Check

License Plate Detection Details

License plate	1714231
Body, make, color	SUV-Ford-Black
Local date/time captured	April 30, 2026, 9:46:22 AM PDT
Organization name	El Cerrito CA PD
Search reason	
Case number	
Device name	#09 San Pablo Ave @ Potrero Ave - SB
Device type	LPR
Device location	37.92033544422193, -122.31508109837648
Nearest address	San Pablo Av & Potrero Av, El Cerrito, CA 94530, USA
Device network	El Cerrito CA PD

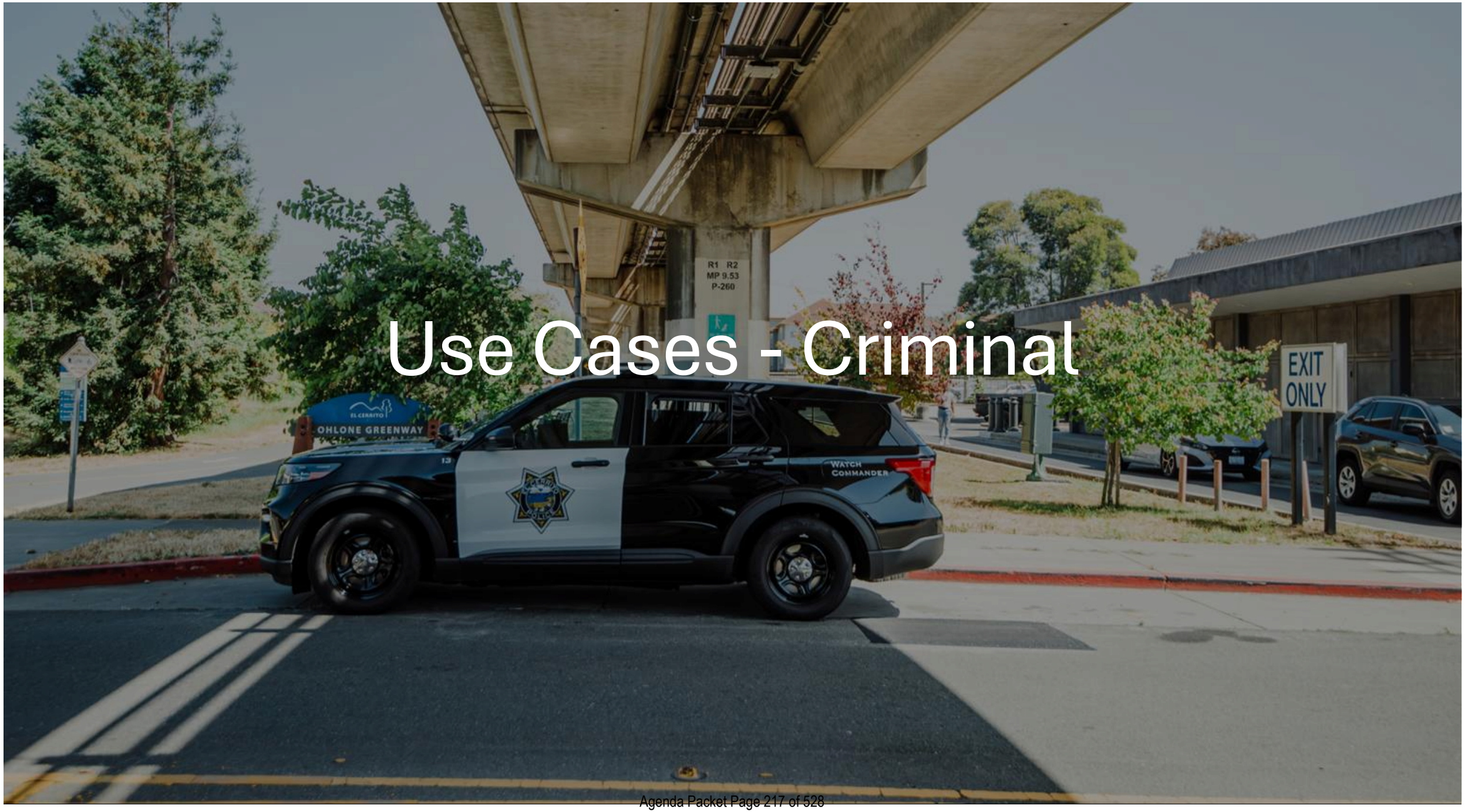

Static Crime Trends, 2022-2025
Assault and Shoplifting
250
200
150
100
50
0
151
143
168
147
234
184
188
228
Assault
Shoplifting
2022
2023
2024
2025


Declining Crime Trends, 2022-2025
Robbery, Burglary, and Vehicle Theft
250
200
150
100
50
0
67
79
73
53
108
100
89
63
146
191
119
70
Robbery
Burglary
Vehicle Theft
2022
2023
2024
2025

Case Clearances 2022-2025

Crime	2022 Clearance Rate	2025 Clearance Rate	% Change
Robbery	19.35%	37.74%	95% increase
Assault	32.94%	45.71%	38% increase
Burglary	6.6%	11.29%	71% increase
Larceny	4.94%	14.42%	191% increase

Use Cases - Traffic



Use Cases - Criminal

Flock Safety Renewal

Paul Keith

Chief of Police

May 5, 2026

REVISED SUPPLEMENTAL AGENDA MATERIALS
CITY COUNCIL MEETING
May 5, 2026
(revised 5/6/2026)

REGULAR CITY COUNCIL MEETING (6:00 PM)

Public Comments (Not on the Agenda and Consent Calendar)

Additional Public Comments

Agenda Item No. 4 – FIRST PUBLIC HEARING ON TRANSITION TO DISTRICT-BASED ELECTIONS

Presentation

Agenda Item No. 9.B. – Flock Safety Agreement

1. Flock Safety Policy
2. Additional Public Comments
3. Revised Presentation
4. Public Comments Received After 2 p.m.

From: Gaia Sonatina
To: City Clerk
Subject: Public Comment May, 5th 2026
Date: Tuesday, May 5, 2026 1:31:39 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear Council Members,

My name is Gaia Sonatina and I have lived in El Cerrito since 2019, and I get around town primarily on foot and by bike. My two young children also navigate town on bike and we are constantly on edge when moving through streets that so blatantly ignore the protection of their most vulnerable users.
As you know from my previous comments, I desperately desire a more inclusive and comprehensive bike and pedestrian system.
I hope you have taken the time to review and consider the report recently submitted by the EC/RA Walk and Roll. It calls for absolute right of way at key intersections along the Greenway. I implore you to do all that is in your power to see this request to fruition before another life is changed forever.
Thank you,
Gaia

--
Gaia

From: Stuart Sonatina
To: City Clerk
Subject: Public comment: not on the agenda
Date: Tuesday, May 5, 2026 1:41:34 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear city council,

The Ohlone Greenway, the city's pride and joy, would benefit immensely from additional treatments to every crossing where humans have to cross paths with cars. Flipping stop signs so cars have to stop would be an easy first step. Let's make it happen!

Cars cost the city enormous amounts of money in road surface degradation, repairing damage from collisions, and constant pollution. The more we encourage people to get out of their cars and transport themselves via walking/biking the better for everyone. Let's start prioritizing transportation methods that make our city a better place!

Stuart Sonatina

From: Christina Baumgardner
To: City Clerk
Subject: Public Comments
Date: Tuesday, May 5, 2026 1:59:49 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

I am writing in support of a report recently submitted to members of City Council and staff, "Ohlone Greenway Active Transportation Right-of-Way: A Plan for Change." Prepared by members of El Cerrito Walk and Roll, this report urges safety improvements for pedestrians and cyclists using the Ohlone Greenway in El Cerrito. In particular, the report highlights the urgent need for installation of a stop sign for motorized traffic at the Ohlone Greenway's crossing with Central Avenue. The new construction has drastically reduced visibility at this busy intersection and makes it almost impossible for a driver to assess whether or not someone is approaching the intersection without coming to a complete stop. For anyone driving on Central who is not from the area, they may not even realize they are crossing a high traffic trail.

Thank you for your attention to this urgent matter,
Christina Baumgardner, El Cerrito Resident

April 29th, 2026

El Cerrito City Council Members
City of El Cerrito

Dear Council Member,

We are writing with a sense of real urgency. As active members of the El Cerrito community — parents, cyclists, pedestrians, and neighbors — we are genuinely concerned that someone is going to be seriously hurt or killed at the intersection of the Ohlone Greenway and Central Avenue. This crossing is one of the most heavily used points on the path. It sits directly outside the Plaza BART and bus station, serves high school students traveling to and from school, and is the most dangerous bicycle intersection in El Cerrito. Between April 2014 and October 2025, 8 bicyclists were struck by cars at this intersection- more than twice as many as any other intersection in El Cerrito. The conditions there are significantly more dangerous today- sightlines have been dramatically reduced since construction of the new mixed-use building began.

The potential for fatal injury on the Greenway is very real, and we are not just worried about the crossing at Central. Two people riding bicycles on the Ohlone Greenway have suffered catastrophic, life-threatening injuries after being struck by motor vehicles at El Cerrito Greenway crossings. In June 2015, a 25-year-old man was hit by a truck while crossing Lincoln Avenue, one block north of El Cerrito Plaza BART. In September 2023, another bicyclist was struck while crossing Cutting Boulevard next to El Cerrito Del Norte BART. In both cases, the injuries were so severe that the victims had to be airlifted to trauma centers for emergency, life-saving care.

These were not minor incidents, and they were not isolated. TIMS data shows that 11 of the 41 reported bicycle and pedestrian crashes in El Cerrito between February 2023 and October 2025 occurred at Ohlone Greenway street crossings. For a single corridor, that is an alarming share of the city's reported serious conflict points. The pattern is clear: Greenway crossings are a recurring safety problem, and the consequences can be devastating.

This proposal does not ask the city of El Cerrito to invent a new direction. It asks the the city to follow through on commitments it has already made in the adopted Ohlone Greenway Master Plan and Active Transportation Plan, which identify Greenway crossing improvements as a city priority.

You have the authority to direct city departments on matters of public safety and infrastructure priority. We are therefore formally petitioning you and the city council to take action. We are asking you to bring this matter to a vote — to pass a motion instructing the Engineering Department to review and change the right-of-way designation at these mid-block crossings. We urge you to use your position as an elected representative to make clear to Engineering that this change is both necessary and overdue, and that the Council expects it to be addressed.

The case is strong. Active transportation users — cyclists, scooter riders, skaters, and pedestrians — are among the most vulnerable road users. They lack the physical protection of a vehicle, yet current signage places the full burden of yielding on them at every Greenway crossing. Equity demands that we reconsider this arrangement. **Encouraging active transportation is a stated city priority; the infrastructure we build and the rules we enforce must reflect that priority.** And critically, there is an important precedent already established by actual behavior: in practice, the majority of drivers already yield to Greenway users at these crossings, even when the signage does not require it. The de facto right-of-way already belongs to active transportation users. Formalizing that reality in signage and law would improve safety, reduce confusion, and send a clear message about what kind of city El Cerrito wants to be.

Attached to this letter is a detailed proposal. It outlines a phased approach: beginning with an immediate safety intervention at the most dangerous Greenway crossings: Central Avenue, Lincoln Avenue, Cutting Boulevard, and Hill Street, and building toward a broader policy that gives vulnerable users equal or superior rights at every Greenway crossing. We have tried to be realistic about the process, the engineering considerations, and the pathway forward. We hope you will find it a useful starting point.

We are not asking for something radical. We are asking that the rules of the road reflect both the city's values and the reality of how these crossings already function. We are asking for your leadership in making that happen.

Thank you again for your time and continued partnership.

Sincerely,

The El Cerrito Walk and Roll Coordinating Committee:
Bill Wood, Janet Price, Steve Price, Henry Pinkard, Stuart Sonatina, Gaia Sonatina, and Carrie Schulman

The BART Bicycle Advisory Task Force:
Jeremiah Maller, Moe Gevirtz, Tyler Morris, and Jon Spangler

PS-

Nearly identical letters have been sent to each member of the city council and to Jarrett Mullen and Yvetteh Ortiz (slightly personalized to each person). None of these people were involved in the crafting of this report.

Ohlone Greenway Active Transportation Right-of-Way: A Plan for Change

Prepared for:
El Cerrito City Council Members
Yvetteh Ortiz, Public Works Director / City Engineer
Jarret Mullen, Active Transportation Manager

Prepared by:

Members of the El Cerrito Walk and Roll Coordinating Committee,
including: Bill Wood, Janet Price, Steve Price, Henry Pinkard, Stewart Sonatina, Gaia Sonatina, and Carrie Schulman
and
Members of the BART Bicycle Advisory Task Force,
including: Jeremiah Maller, Moe Gevirtz, Tyler Morris, and Jon Spangler

Overview

The Ohlone Greenway is one of El Cerrito's most important active transportation corridors. Running beneath the BART tracks, it connects neighborhoods, schools, transit, and commercial areas for thousands of cyclists, pedestrians, and other non-motorized users every day. Along its length, the Greenway crosses numerous local streets at mid-block locations — intersections that are, by their nature, unexpected by drivers who have not been trained to watch for cross-traffic between marked intersections.

At every one of these crossings, current signage gives the right-of-way to vehicular traffic and requires Greenway users to stop. This arrangement is inconsistent with El Cerrito's active transportation goals, inconsistent with the actual behavior of drivers and cyclists at these crossings, and — we believe — a source of genuine danger.

This document proposes a phased plan to change that. We call for:

- Immediate safety intervention including installation of a stop sign for motorized traffic at the Ohlone Greenway's crossing with Central Avenue.
- A medium-term review of other high-use Greenway crossings near BART stations (Lincoln Avenue, Hill Street, and Cutting Boulevard).
- A long-term policy that gives active transportation users equal or superior rights at every Greenway crossing.

The Case for Change

Encouraging active transportation is a stated City priority; the infrastructure we build and the rules we enforce must reflect that priority.

Vulnerability and Equity

Cyclists, scooter riders, skaters, and pedestrians are physically unprotected in a way that drivers are not. A collision that dents a car door can hospitalize or kill a cyclist. Placing the legal burden of stopping entirely on the more vulnerable party is a design choice — and one that can and should be revisited. Many cities and states have already moved toward giving vulnerable road users greater legal protection at mid-block crossings; El Cerrito should be among them.

Active Transportation as City Policy

El Cerrito has committed publicly to encouraging active transportation as a means of reducing car trips, improving public health, reducing emissions, and building a more livable community. Infrastructure and signage that treats cyclists as second-class users works directly against those goals. *If we want people to choose cycling and walking, we must make those choices feel safe and respected.*

Consistency with Adopted City Plans

Our proposal asks the City to implement, not reinvent, its own adopted policy commitments for the Ohlone Greenway. The City has already committed itself to this direction in two adopted plans: the Ohlone Greenway Master Plan, adopted by the El Cerrito City Council on June 15, 2009, and the City of El Cerrito Active Transportation Plan, adopted in April 2016. The Active Transportation Plan designates Ohlone Greenway Crossing Improvements as “Detailed Project 2”, one of the City’s nine detailed projects, includes it in the Plan’s prioritized project list, and reflects public input ranking Ohlone Greenway path crossings among the City’s top priorities.

The Active Transportation Plan calls for Ohlone Greenway crossing improvements such as flashing beacons, curb extensions, triple-four trail crossings, median refuges, and additional analysis of traffic control measures at Greenway crossings. The Plan directly supports changing traffic control at some Greenway crossings. It states: “Many cross-streets along the Greenway are low-volume roadways that carry less than 4,500 vehicles a day. The crossing of low-volume cross-streets presents an opportunity to replace the STOP control on the Greenway with YIELD control. [The City] could consider requiring cross-street traffic to YIELD or STOP for path users on low-volume side-streets in the future.” In short, the safety improvements proposed here are not new in principle; they are a logical implementation of the City’s own adopted plans.

The Law Already Reflects Reality

Perhaps the most compelling argument for this change is the simplest one: it is already happening. Observation of Greenway crossings throughout the day reveals that most drivers do yield to cyclists and pedestrians, even though the current signage does not require them to. Most Greenway users, in turn, do not come to a complete stop at every crossing — because doing so would be impractical and because drivers largely yield anyway.

This gap between the law and actual behavior is itself a safety problem. When road users — both drivers and cyclists — cannot predict what others will do at an intersection, the potential for a dangerous miscommunication rises sharply. Aligning the legal right-of-way with established behavioral norms reduces that uncertainty. It does not change what most people do; it makes what most people do legally clear.

Phase 1: Immediate Action at Central Avenue

Why Central Avenue First

The crossing of the Ohlone Greenway at Central Avenue is the highest-priority location for intervention for several compounding reasons:

- History of collisions: This crossing had more than double the amount of bicycle collisions with motorized vehicles than any other intersection in El Cerrito, and had 23% (8 of 35) of all bicycle accidents on the Ohlone Greenway between 2014 and 2025 (Appendix 1).
- Construction-reduced visibility: The recent construction of a new multi-story building at this intersection has materially reduced sightlines for both drivers and Greenway users. What was already the most dangerous crossing has become one where neither party can see the other until they are nearly upon them.
- Volume: The crossing sits immediately outside the Plaza BART station and a major bus stop. Thousands of transit riders per day transfer between BART/bus and the Greenway at this exact point, making it one of the most heavily used active transportation crossings in the city.
- School traffic: High school students use this crossing in concentrated waves before and after school, increasing the density and vulnerability of users at predictable peak times.
- High vehicle speeds: Central Avenue carries faster-moving traffic than many of the smaller residential streets along the Greenway, increasing the severity of any potential collision.

We want to be direct: we believe this crossing, in its current state, is a serious accident waiting to happen. We are asking for immediate action, not a multi-year planning process.

Recommended Immediate Interventions at Central Avenue

We recognize that a permanent right-of-way change may ordinarily require an engineering review. However, given the documented crash history at the Central Avenue/Ohlone Greenway crossing, the high volume of vulnerable road users, and the further reduction in visibility caused by ongoing construction, this location presents an urgent safety condition that warrants immediate interim action. We urge the City to install temporary STOP control for motorized traffic at this crossing without delay, while expediting or waiving any discretionary engineering steps that would otherwise postpone a proven safety intervention.

1. Immediately install temporary STOP signs for motorized traffic on Central Avenue at the Ohlone Greenway crossing.
2. Treat the current construction-related visibility reduction as an emergency safety condition requiring interim traffic control.
3. Expedite or waive nonessential procedural steps for temporary STOP control while completing any review required for a permanent right-of-way change.
4. Evaluate a permanent crossing design that gives Ohlone Greenway users equal or greater priority, consistent with the Master Plan's recommendation that the City consider requiring low-volume cross-street traffic to YIELD or STOP for path users.

Immediate Action at Lincoln Avenue

Why Lincoln Avenue Matters

The crossing of the Ohlone Greenway at Lincoln Avenue warrants safety improvements for several reasons:

- Severe injury crash history: In June 2015, a 25-year-old man riding on the Greenway was struck by a pickup truck while crossing Lincoln Avenue. He suffered serious injuries and was airlifted to a trauma center.
- Proximity to Plaza BART: Lincoln is one block north of El Cerrito Plaza BART station, making it part of a key bicycle and pedestrian approach to transit.
- Driver expectation: Like other mid-block Greenway crossings, Lincoln can catch drivers off guard, increasing the risk of conflict with people biking and walking.

Recommended Immediate Interventions at Lincoln Avenue

We recognize that a formal right-of-way change requires an engineering process. In the interim, we urge the City to implement the following steps as quickly as possible:

1. Install centerline hardening with posts and evaluate for a pedestrian crossing pop-up at Lincoln Avenue as a quick, low-cost safety improvement recommended by Bike East Bay.
2. Add high-visibility crossing markings and warning treatments to make the crossing more visible to approaching drivers.
3. Evaluate a raised crosswalk as a longer-term improvement to slow traffic and reinforce the crossing.
4. Include Lincoln in the first round of formal engineering review for stronger permanent protections.

Immediate Action at Cutting Boulevard & Hill Street

Why Cutting Boulevard & Hill Street Must Be Prioritized

The crossing of the Ohlone Greenway at Cutting Boulevard is one of the clearest candidates for urgent intervention for several reasons:

- Recent severe injury crash: In September 2023, a bicyclist was struck by a motor vehicle at the Greenway crossing at Cutting Boulevard and suffered major injuries. The victim was airlifted to John Muir Hospital trauma center for treatment.
- Immediate adjacency to Del Norte BART: This crossing sits directly beside El Cerrito Del Norte BART station, making it a key access point for people biking and walking to and from regional transit.
- Higher-speed roadway: Cutting Boulevard carries faster and heavier traffic than many of the smaller streets crossed by the Greenway, increasing both crash risk and injury severity.
- This crash history, combined with the crossing's proximity to Del Norte BART, makes Cutting Boulevard & Hill Street among the strongest candidates for immediate safety improvements on the Greenway.
- Community-identified safety concern: In the 2022 Complete Streets Vision Survey for El Cerrito Del Norte TOD, Cutting Boulevard was identified by 198 respondents as the area most in need of special treatment to improve pedestrian and bicycle safety.

Recommended Immediate Interventions at Cutting Boulevard & Hill Street

We recognize that a formal right-of-way change requires an engineering process. In the interim, we urge the City to implement the following steps as quickly as possible:

1. Install centerline hardening with posts and evaluate for pedestrian crossing pop-ups on Cutting Boulevard and Hill Street, on either side of El Cerrito Del Norte BART, as a quick, low-cost safety improvement recommended by Bike East Bay.
2. Add high-visibility crossing markings and warning treatments to make the crossing more visible to approaching drivers.
3. Evaluate raised crosswalks as a longer-term improvement to slow traffic and improve safety.
4. Prioritize Cutting Boulevard & Hill Street in the formal engineering review for stronger permanent protections.

Phase 2: Engineering Review of All Greenway Crossings

Once the immediate Central Avenue situation is addressed, we propose a systematic review of every Greenway crossing. This review should assess each crossing for:

- Volume of Greenway users (pedestrians, cyclists, other) during peak and off-peak hours
- Volume and speed of vehicle traffic on the crossing street
- Sightline distances and obstructions
- Proximity to schools, transit, and other pedestrian generators
- Incident history (near-misses and collisions)
- Existing signage and marking conditions

Based on this review, each crossing should be assigned one of three designations:

Designation	Description	Applicable When…
Active Transportation Priority	Greenway users have the right-of-way; vehicles must stop or yield.	High Greenway volume, lower vehicle speeds or volumes, proximity to schools or transit.
Shared / Equal Rights	All users yield to those already in the crossing; no party has blanket priority.	Balanced volumes on both Greenway and cross street; adequate sightlines.
Signalized or Controlled	Traffic signal, RRFB, or other device manages priority.	High vehicle speeds or volumes where passive signage alone is insufficient.

We propose that no crossing should be redesignated to maintain current vehicle priority without explicit justification. The default outcome of this review should be at minimum equal rights for Greenway users.

Phase 3: Long-Term Policy and Community Expectation

The ultimate goal of this effort is a standing policy: the Ohlone Greenway is a primary active transportation route, and its users will be treated as having equal or superior rights to vehicular traffic at every mid-block crossing. This should be codified in El Cerrito's Active Transportation Plan and reflected in the City's engineering standards for any future path crossings.

Changing the signs is only part of the work. The City should also:

- Communicate the change clearly to residents and drivers, using social media, neighborhood outreach, and signage transitions that make the new rules legible.
- Monitor crossings after implementation to assess safety outcomes and adjust as needed.
- Work with the Contra Costa County Transportation Authority (CCTA) and regional partners to align this approach with broader Greenway improvement efforts.

Precedent and Legal Pathway

Giving active transportation users priority at mid-block crossings is not novel. Many cities and counties have implemented similar changes through engineering orders, traffic control device modifications under the California Manual on Uniform Traffic Control Devices (CA MUTCD), and municipal traffic ordinances. Of note is the City of Berkeley's Ohlone Greenway Safety Improvements Project (https://berkeleyca.gov/your-government/our-work/capital-projects/ohlone-greenway-safety-improvements-project).

We are asking the Engineering Department to initiate a traffic engineering study at Central Avenue as the first step.

Our Ask

We are asking:

1. Formally support this petition to the Engineering Department and advocate for Central Avenue, Lincoln Avenue, and Cutting Boulevard / Hill Street crossings to be prioritized for immediate safety review.
2. Work with Engineering to develop a scope and timeline for the Phase 2 review of all Greenway crossings.
3. Identify and implement interim safety measures at Central Avenue, Lincoln Avenue, and Cutting Boulevard / Hill Street that do not require a formal right-of-way change but improve conditions immediately.
4. Engage community members, neighborhood organizations, and school representatives as part of the planning process.
5. Apply for funding from BART's Safe Routes to Transit & Bay Trail (SR2TBT) when the grant period opens this summer to make these plans possible.
6. Ensure that all future City plans affecting Ohlone Greenway crossings provide active transportation users with equal or greater right-of-way priority than motorized traffic.

Conclusion

The case for action is already strong on safety grounds alone. Two bicyclists have suffered catastrophic, life-threatening injuries at El Cerrito Greenway crossings, and TIMS data shows that 7 of the 40 reported bicycle and pedestrian crashes in El Cerrito between September 2023 and October 2025 occurred at Ohlone Greenway street crossings. That concentration of harm justifies urgent intervention.

But the goal should be broader than preventing the next severe crash. El Cerrito's Active Transportation Plan calls for a system that serves users of all ages and abilities and provides a richly connected network of low-stress bicycle facilities, while prioritizing safety improvements near BART stations, bus stops, and schools. The Greenway should meet that standard.

That broader goal is supported by the research. Recent longitudinal research across 28 U.S. cities found that lower-stress bicycle facilities were associated with larger bicycle ridership gains. A systematic review also found that women consistently show stronger preferences for low-stress bicycle facilities with greater protection from motor traffic. Research on greenways, trails, and similar facilities also found benefits including increased physical activity and economic benefits that exceed costs. In short, making the Ohlone Greenway safer and lower-stress would not only reduce the risk of serious injury; it would make the corridor more inviting, more inclusive, and more useful for everyday travel.

The Ohlone Greenway is an asset that El Cerrito should be proud of and protective of. Right now, the rules governing its mid-block crossings do not reflect the city El Cerrito

aspires to be, do not protect the people most at risk, and do not reflect the reality of how drivers and cyclists already behave. We can do better, and we believe you agree.

We are committed to being constructive partners in this process. We are available to meet, to provide additional data or documentation, and to help communicate any proposed changes to the broader community. We look forward to working with you.

Appendix 1.

Data Sources

Pedestrian and bicycle collisions with motorized vehicles were collected from the Transportation Injury Mapping System (TIMS) available online from UC Berkeley: https://tims.berkeley.edu. TIMS pulls its data from the *S*tate*w*ide *I*ntegrated *T*raffic *R*ecords *S*ystem (SWITRS). We pulled all available bicycle and pedestrian collision data, from 2014-2025.

One additional record was added to our database by hand, the serious bicycle crash involving a vehicle on Lincoln Avenue and the Ohlone Greenway on 6/28/2015. This incident was remembered by Jeremiah Maller and verified with the existence of local news coverage (https://www.mercurynews.com/2015/06/29/updated-el-cerrito-air-evacuation-of-injured-bicyclist-by-calstar-helicopter-from-cerrito-vista-park/). It is worth noting that EMS dispatch calls for bike/ped collisions significantly outnumber what appears in official police-reported statistics. The D.C. Policy Center found 30% of pedestrian/cyclist crashes lacked police reports in a 2021 study (https://www.dcpolicycenter.org/publications/crash-report-disparities/).

Geolocating Incidents to the Ohlone Greenway

We found many incidents did not properly geolocate to the Ohlone Greenway in the database- the most common issue was a description of “Bart Path” as the cross street, which kept the incident from displaying on the TIMS map. We used a combination of address normalization and extraction using Claude Haiku followed by location retrieval with Google maps API to properly geolocate many incidents. Details are available at https://github.com/billewood/switrs-geocoder.

Online Data Visualization

We have made our curated dataset of bicycle and pedestrian collisions easily viewable in a graphical format at collisions.billewood.com. The underlying source code is available at https://github.com/billewood/collision-map.

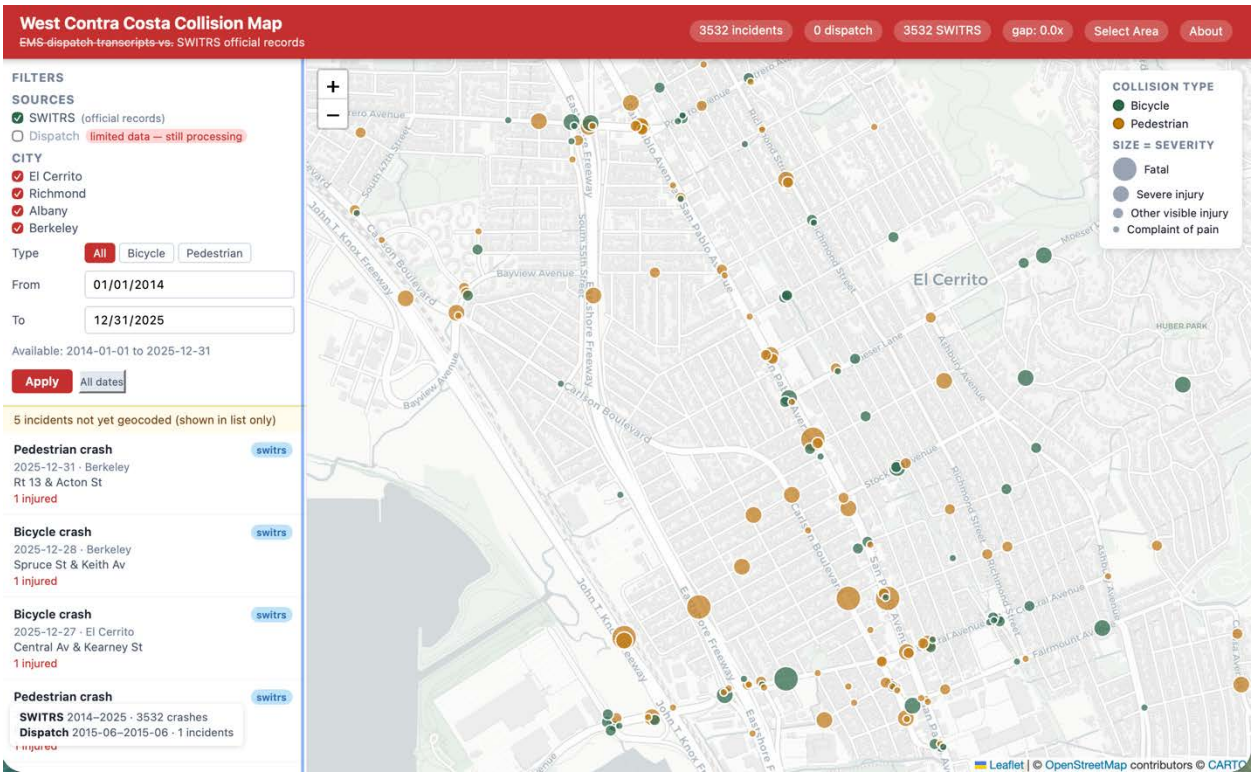


Figure 1. Screenshot of https://github.com/billewood/collision-map.

Results

We found a substantial number of collisions occurring on the crossings of the Ohlone Greenway. Crashes were most numerous near the two BART stations, and Central Avenue had a disproportionately large number of bicycle crashes, more than double any other intersection (Figure 1). There was no clear trend upward or downwards in the number or severity of crashes, but the final year on record did have the most crashes in the study period (Figure 2).

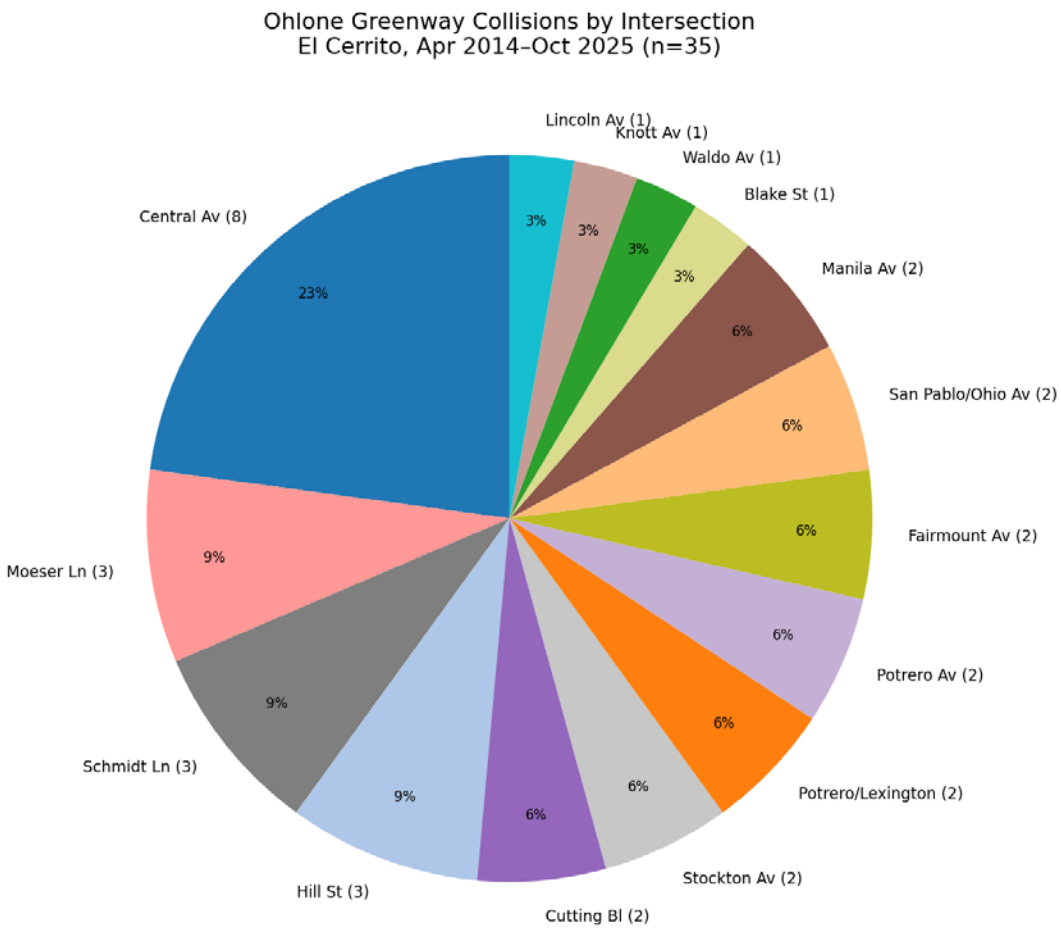


Figure 1. Relative number of bicycle crashes at intersecting roads on the Ohlone Greenway in El Cerrito between 2014 and 2025.

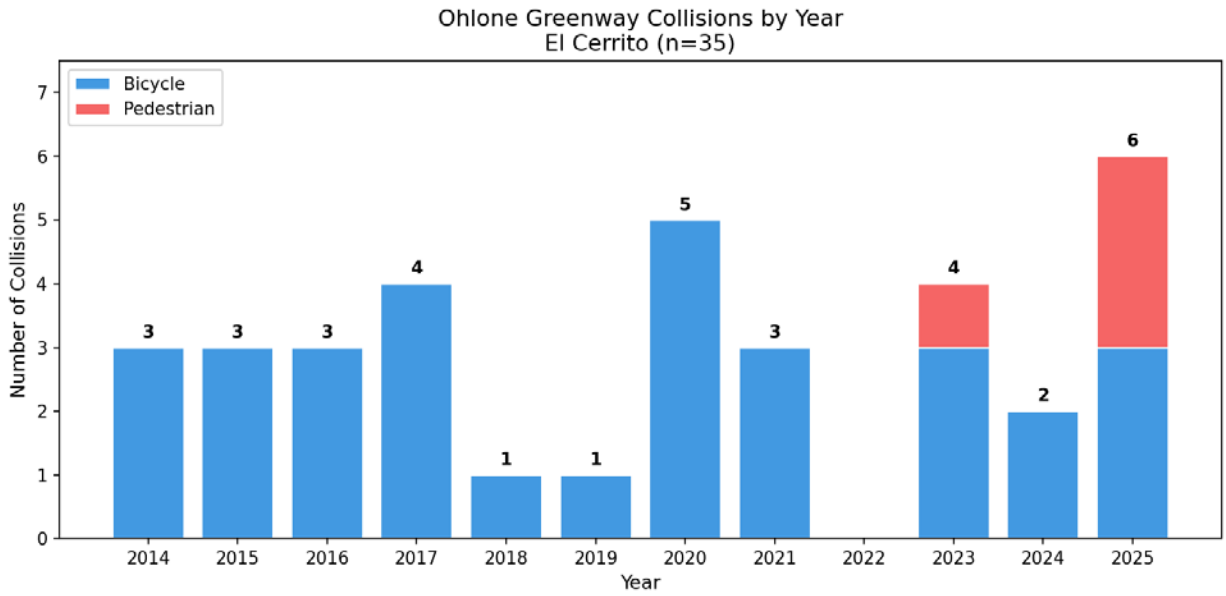


Figure 2: Bicycle and pedestrian collisions with vehicles at all crossings of the Ohlone Greenway, by year. There is no trend towards less collisions and the most recent year's data (2025) had the most collisions.

From: Cordell Hindler
To: City Clerk
Subject: Public Comments
Date: Monday, May 4, 2026 2:00:09 PM

Caution! This message was sent from outside your organization.

Hello Mayor Quinto, Council Members and Staff,

I am submitting the following comments into the Record:

1. I am in full Support of Items C D and E. on the Consent Calendar

2. also I am happy that the Public can be able to Participate Remotely

Sincerely
Cordell

Transition to District-Based Elections
Public Hearing #1

May 5, 2026

THE CITY OF EL CERRITO

Background Information

- Current City Election System: At-Large
- March 17th: Demand Letter claims City's at-large system is racially polarized and violates California Voting Rights Act (CVRA)
- April 21st: Resolution of Intent passed to transition to district-based elections

California Voting Rights Act (CVRA)

- Prohibits an at-large election system that impairs the ability of a protected class to elect candidates of its choice or its ability to influence the outcome of an election

- Violation established if racially polarized voting and dilution occurs in elections or other matters submitted to the voters

- Cities across the state have received similar letters from law firms in the last ~10 years challenging their election systems

Safe Harbor Provision

- Adopt resolution of intent to transition to districts within 45 days of receiving the demand letter (Resolution 2026-24 Adopted 4/21/2026)
- Approve ordinance establishing district-based elections within 90 days of resolution passage
- Plaintiff is authorized to agree in writing to grant City additional 90 days safe harbor (no agreement for extensions from Plaintiff)
- Caps attorneys' fees at what is now approx. $38,000 to $40,000

THE CITY OF EL CERRITO

Districting 101

Presented by Redistricting Partners, the City's Demographer

Public Hearing Timeline

- **May 5, 2026:** Public input on district composition and communities of interest
  - Council to consider number of districts and method of election for Mayor
- **May 19, 2026:** Public input on district composition and communities of interest
- **June 9, 2026:** Presentation and public input on draft maps
- **June 16, 2026:** Additional public input on draft maps
  - Council to select final map
- **July 7, 2026:** Approve final map and Introduce Ordinance to change to District-Based Elections
- **July 21, 2026:** Final Adoption of Ordinance to change to District-Based Elections

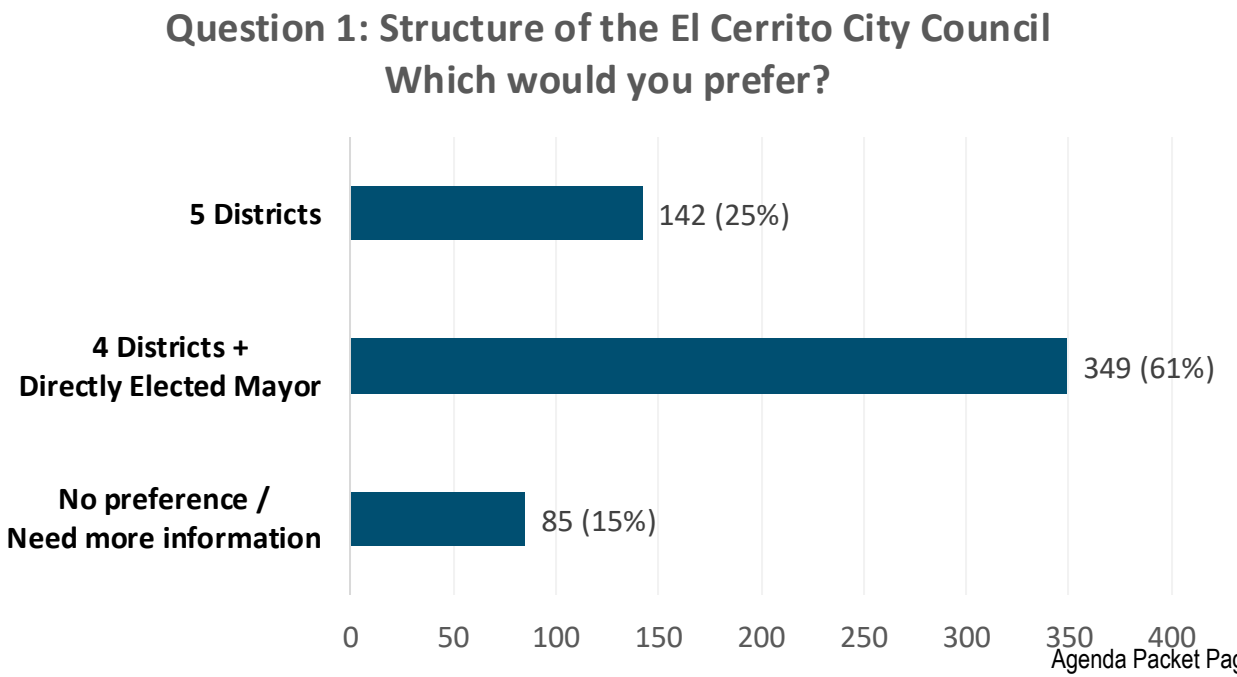
THE CITY OF EL CERRITO

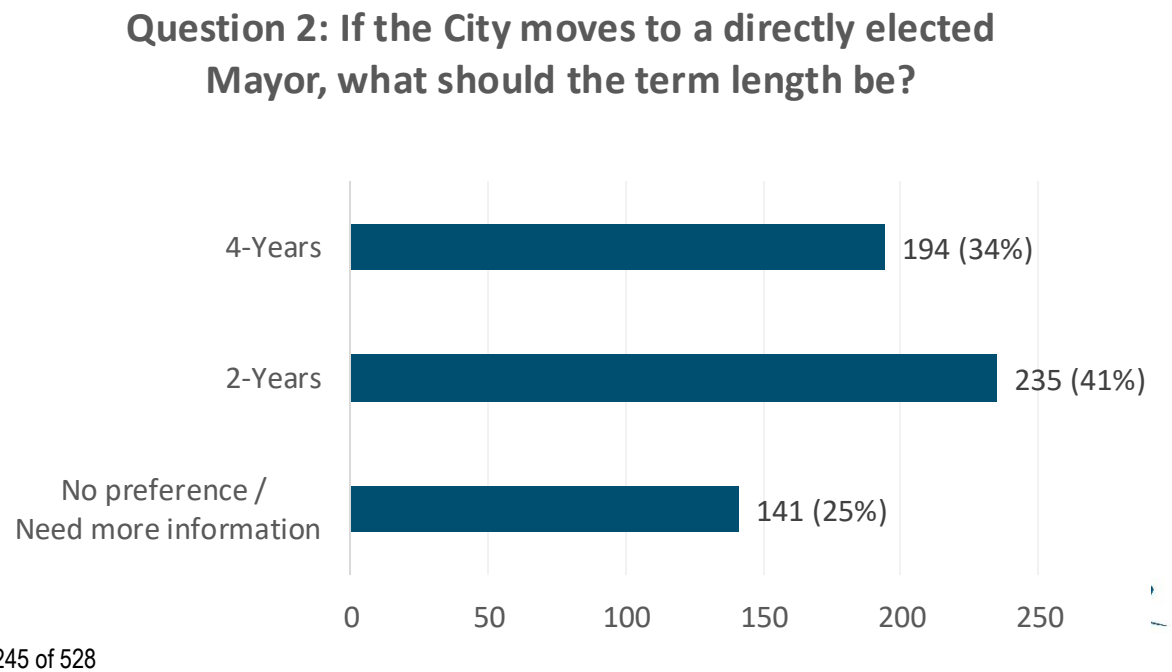
Public Outreach

- District-Based Elections website: elcerrito.gov/districts
- Interactive and Paper-Based **Mapping Tools** and Input Options
- **Community Workshops** to assist public in providing input
  - **May 12, 2026, 6 – 7:30pm (Virtual and Recorded)**
  - **June 3, 2026, 6 – 7:30pm (City Council Chambers)**
- **In-Person Outreach** including on Bike to Wherever Day (May 14), at the Community Center (June 10), and at the July 4th Festival
- **Translations** of key outreach collateral, including frequently asked questions and instructions for public input
- And, using a variety of communication channels to engage with residents

Polco Quick Poll of Residents

- Informal Poll Opened April 30, 2026
- Conducted using Polco tools and sent out using City email database, Polco's contact list, and in digital City outreach channels
- **584 responses** through May 4, 2026, at 11:30 AM





Key Opportunities for the Community

- Submit a **Community of Interest Form**
  - Available now at elcerrito.gov/districts
- *Coming Soon* **Draw Communities of Interest** and **Suggested District Boundaries** using online mapping tool or analog options
- Attend an upcoming **Community Workshop** to learn more and to receive assistance in submitting maps and other public input
- Review the City Website where everything to do with the process will be publicly available, including all maps and forms received

elcerrito.gov/districts

THE CITY OF EL CERRITO

Number of Districts and Election of Mayor

- Current at-large structure:
  - 5 Councilmembers elected by the whole community
  - Mayor selected by the City Council for a one-year term
- Options under District-based structure:
  - Five Districts:
    - 5 Councilmembers, one living and elected from each district
    - Mayor is a Councilmember selected by the City Council for a one-year term
  - Four Districts:
    - 4 Councilmembers, living in and elected by district voters
    - 1 Mayor, living anywhere in the City and elected by all El Cerrito voters
    - Directly elected Mayor would be a member of the City Council; no additional executive powers

Requested Direction and Next Steps

- Proposed Action:
  - Direct Staff and the demographer to proceed forward with:
    - 5 Districts and a rotating Mayor; or
    - 4 Districts and a directly elected Mayor
- Next Steps:
  - Community Workshop on May 12
  - 2nd Public Hearing on May 19

THE CITY OF EL CERRITO

Flock Safety

Flock Safety Policy for Responding to Legal Demands for Customer Data

Overview

Flock Safety is committed to honoring our contractual obligations to our customers to protect the integrity and privacy of customer data, in compliance with all federal and state laws.

When Flock is confronted with requests for information, Flock always:

- analyzes the source of the request, the context, and legality;
- notifies and works with the affected customer, when allowed by law; and
- responds when a court orders Flock to provide data.

Methods of Service

As a threshold matter, Flock will analyze if the requesting party properly served Flock with legal process. Flock has established protocols in our Evidence Policy by which we will accept legal process from law enforcement; all other entities must comply with traditional methods to effectuate legal service of process in order to compel a response from Flock.

Preservation

If Flock determines that it has been properly served with legal process, Flock will evaluate whether to place a temporary hold to preserve the requested data while it performs the process outlined below.

Notification

In strict adherence to Flock's Privacy Policy, we will use reasonable efforts to provide notice to the customer(s) whose data is the subject of the legal demand ("affected customer") when legal demands are received, unless we are explicitly prohibited from doing so by law. Flock

will notify customers when any such data is sought in response to required disclosures from government, law enforcement, or third parties. Flock will give customers seven calendar days to pursue any legal remedy to challenge the legal demand. Notice may be reasonably withheld if prohibited by law or if Flock believes that such notice may pose immediate risk of serious injury or death to a member of the public.

Process

Court Ordered Demands

Flock will convey to the requesting agency that data is owned exclusively by the affected customer and will request that the legal process be redirected to the affected customer.

Flock's policy is to respond to compulsory legal demands that Flock determines, in good faith, are not overbroad and appear relevant to a legitimate purpose.

Flock carefully reviews all submissions to ensure that there is a valid legal basis for each request. If any request is considered to be unclear, inappropriate, over-broad, or without legal basis, Flock reserves the right to challenge or reject such request.

Compulsory Process - Customer and Flock Object

Should Flock—or when able to be notified, Flock jointly with the affected customer—have a good-faith legal objection to a properly served compulsory legal demand, Flock may initiate formal judicial review. Flock will comply with any final judicial decision.

Compulsory Process - Only Customer Objects

Once Flock communicates the request and coordinates with the affected customer, should the affected customer and Flock disagree about the legality of a properly served compulsory legal demand, the affected customer—without the assistance of Flock—may pursue any legal remedy to challenge the legal demand. Flock will comply with any judicial stay or order in proceedings initiated by the affected customer. Flock will comply with any final judicial decision.

In the absence of a timely request for judicial intervention by the affected customer, Flock will comply with the compulsory legal demand as specified in the legal demand and/or in compliance with state and federal law, if the terms of compliance are not specified.

Legal Requests

Upon receipt of a non-compulsory legal demand or an administrative subpoena—unless prohibited by law—Flock will inform the affected customer. Flock will convey to the requesting agency that data is owned exclusively by the affected customer and will request that the legal process be redirected to the affected customer. In consultation with counsel for the affected customer, Flock will decide whether to comply with the request or if there is a good faith reason for non-compliance.

Non-Compulsory Process - Customer Does Not Object

Once Flock communicates the request and coordinates with the affected customer, should the affected customer determine that it does not have an objection to compliance with the agency's request, Flock will notify the requesting agency so that the requesting agency may seek the requested data directly from the affected customer. The affected customer can provide the requesting agency with the responsive documents.

Non-Compulsory Process - Customer and Flock Object

Once Flock communicates the request and coordinates with the affected customer, should Flock and the affected customer jointly decide not to comply with the request without judicial enforcement, Flock will notify the requesting agency in writing of that determination. If the agency responds with a compulsory legal demand, Flock will follow the policy for compulsory legal demands as outlined above.

Emergencies and Exigent Requests

Flock reserves the right to respond immediately to urgent law enforcement requests for information as outlined in our Evidence Policy. Flock notifies a customer after disclosing data in response to an emergency request except in certain circumstances, such as when Flock is prohibited from doing so by law.

From: Miguel Gravelle Izaguirre
To: City Clerk
Subject: [UNKNOWN SENDER] Public Comment Tuesday, May 4th, 2026
Date: Tuesday, April 21, 2026 7:24:57 PM

Greetings City Clerk & El Cerrito City Council,

Thanks for your service. I would like to raise some points regarding the lack of safety that flock cameras create for our city. Please refer to the PDF attachment. I wish for the City Clerk to include this attachment in the public comment section for the May 4, 2026 City Council meeting.

Key points include:

(1) the risk of data sharing w/over 100 federal agencies, which threatens local autonomy and exposes the people live, work, pass through, and engage in commerce in our city to the dangers of our incompetent and increasingly fascist federal government. More specifically, the Trump Administration has moved to include No Kings Protesters, many of them El Cerrito residents as domestic terrorists for opposing anti-democratic actions by Trump's administration. We cannot and must not collaborate with Trump's Administration in this way that jeopardizes the freedom of El Cerritans simply for being Democrats instead of Republicans.

(2) exposes all information on those cameras to data breaches by domestic and foreign bad actors who could use this data to harm people in El Cerrito.

Thank you for voting not to renew the flock cameras, so that El Cerritans can be more safe.

Kind regards,
Miguel Gravelle

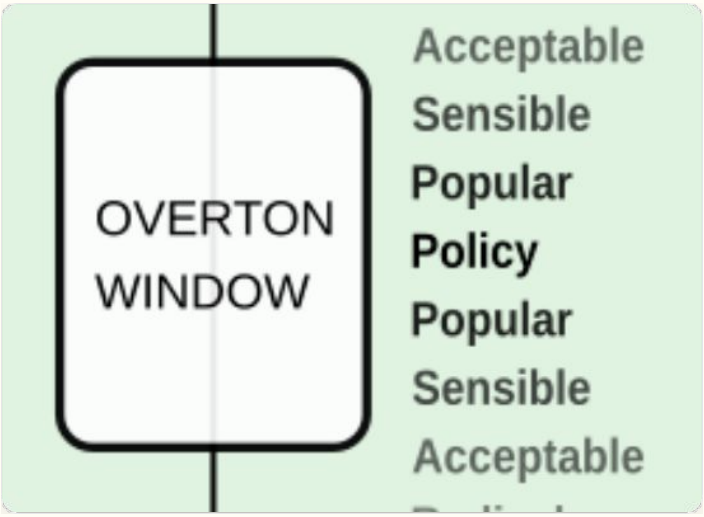
Against FLOCK Camera Renewal

Moving the Overton Window, Mass Surveillance, the Imperial Boomerang, and the Case Against FLOCK Cameras in El Cerrito

Defining the Overton Window

The **Overton Window** represents the range of policies considered politically "acceptable" to the mainstream population at a given time–shifting to the right or left.

- **Policy:** Currently where FLOCK sits.
- **Sensible/Popular:** Shifting normalization of surveillance
- **Acceptable:** Widening public debate about it.
- **Radical/Unthinkable:** Where mass surveillance should reside in a free society.



FLOCK Cameras in El Cerrito

Local Surveillance Expansion

The City of El Cerrito currently operates **40 license plate reading (LPR) cameras**. As the contract approaches renewal, we must examine the hidden costs.

- Contract renewal would lock El Cerrito into a privatized surveillance grid.
- Data sharing persists with 100+ agencies.
- Community pushback is growing across the Bay Area.

The Risk of Insecure Infrastructure

Surveillance data is only as secure as the company providing it. FLOCK's history shows systemic vulnerabilities.

- **Exposed Feeds:** 60+ AI cameras were found wide open on the internet without passwords.
- **Firmware Hacks:** Researchers demonstrated physical bypasses to access admin panels.
- **Concentrated Risk:** A single failure at a private cloud provider exposes entire cities.

Breach of Trust: Unauthorized Sharing

Recipient Agency	Nature of Sharing	Status in El Cerrito
U.S. Postal Inspection Service	Out-of-state queries of local LPR data	Confirmed (Sept-Nov 2023)
VA Police (Loma Linda)	Federal access to California plate sightings	Confirmed (May 2025)
ICE / Border Patrol	Access via local agency "log-in lending"	Ongoing Concern
Out-of-State Police	Searching without California legal warrants	Confirmed Systemic Issue

∗Source: El Cerrito Police Department Audit and EFF Reports.

The Policy Threat: NSPM-7

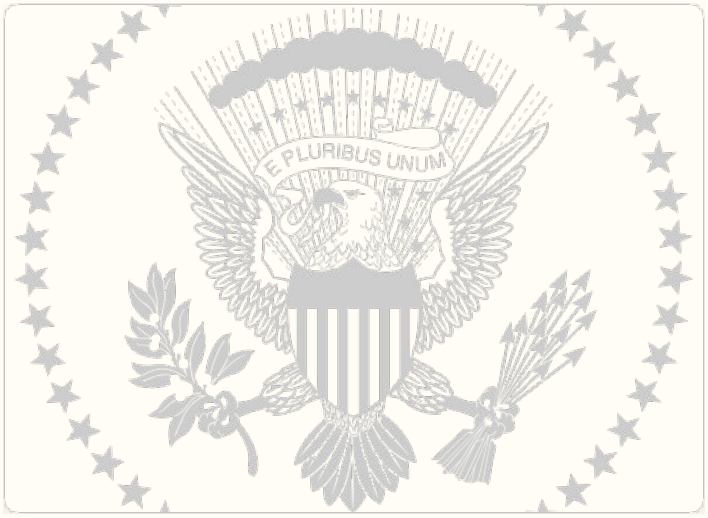
National Security Presidential Memorandum 7

The Threat to Immigrants, Our Civil Rights & Activists

Targeting Activists & Civil Rights

NSPM-7 expands the definition of "domestic terrorism" to target political dissent and "anti-fascist" organizations.

- **Weaponized Charges:** Using surveillance to build "conspiracy" cases against protesters.
- **Financial Disruption:** Instructs the Treasury to track and freeze networks funding activism.
- **Surveillance Priority:** Targets individuals associated with pro-immigration and racial justice groups.



The Imperial Boomerang

From Occupation Grounds to California Streets

Testing Tech Abroad

Surveillance technologies like **Red Wolf** and **Blue Wolf** are "battle-tested" in the occupied West Bank and Gaza to control Palestinian movement and targeted killings and massacres..

These systems use facial recognition and ALPR to maintain apartheid checkpoints, creating a massive biometric database without consent.

The "success" of these repressive tools in colonial contexts makes them lucrative exports for the American policing market while disregarding their origin.

Exporting Repression

Origin

Repressive techniques perfected in imperial frontiers (Palestine, Iraq) to manage "insurgent" populations.

Feedback

Police exchange programs and tech exports bring these tools back to the domestic "metropole."

Domestication

The technology is rebranded for local safety (LPR, Drones) but maintains its capacity for mass control.

Shifting the Window Back

40
Cameras in El Cerrito

30
Days of Stored Data

0
Warrants Required

We must push mass surveillance out of the window of acceptability.

Renewal is not just a contract; it is an endorsement of a global infrastructure of control and provides more access to the Trump Administration that is actively targeting communities of color, activist and immigrants.

Call to Action

It's time to reject the renewal.

Support Privacy

Stay Informed

Act Now: Contact the City Council and speak this Tuesday evening at 6 pm to the El Cerrito City Council directly.

Image Sources

https://upload.wikimedia.org/wikipedia/commons/thumb/f/fb/Overton_Window_diagram.svg/250px-Overton_Window_diagram.svg.png

Source: en.wikipedia.org

---

https://erepublic.brightspotcdn.com/dims4/default/1e766d7/2147483647/strip/true/crop/7870×4104+0+0/resize/840×438!/quality/90/?url=http%3A%2F%2Ferepublic-brightspot.s3.us-west-2.amazonaws.com%2Fff%2F3e%2F40ce37424e908c95a3534ce65722%2Fflocksafety-falconhw-highway.jpg

Source: www.govtech.com

---

https://static.vecteezy.com/system/resources/previews/070/708/217/large_2x/data-breach-concept-on-screen-with-glowing-text-and-code-security-vulnerability-cyber-attack-digital-crime-photo.jpeg

Source: www.vecteezy.com

---

https://trumpwhitehouse.archives.gov/wp-content/themes/whitehouse/assets/img/presidential-crest-gray.svg

Source: trumpwhitehouse.archives.gov

---

https://globalvoices.org/wp-content/uploads/2024/10/unnamed-1.jpg

Source: advox.globalvoices.org

---

https://img.freepik.com/premium-vector/group-protesters-activist-silhouette-vector-illustration_136875-6207.jpg

Source: www.freepik.com

April 30, 2026

Sent Via Email

El Cerrito Mayor and City Council

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

Re: Opposition to Renewal of Flock Contract

Dear Mayor and City Councilmembers,

We write on behalf of the ACLU of Northern California ("ACLU NorCal") to oppose the renewal of El Cerrito Police Department's ("ECPD") contract with Flock Safety. We also write in response to the request made by some City Councilmembers during the April 21, 2026 City Council meeting to hear the perspective of civil liberties organizations before taking a vote on whether to renew ECPD's contract with Flock Safety. While we aren't available to present, this letter represents our position and concerns.

ACLU NorCal urges the Council to not only oppose the renewal of the Flock contract specifically, but to refrain altogether from contracting with any company to deploy Automatic License Plate Reader ("ALPR") cameras in El Cerrito. ALPR camera networks make our community less, not more, safe because they violate privacy, increase the risk of dangerous police encounters, and risk exposing our immigrant community members to harm.

1. **ALPR camera networks are a threat to privacy and raise serious civil rights issues.**

ALPR surveillance cameras automatically record a vehicle's precise location, when it was seen, and an image of the vehicle, at times even capturing the individuals inside. ALPR cameras can capture this information about thousands of drivers per day, regardless of whether those drivers have violated any law. When placed around communities, ALPR cameras effectively police the movements of people as they visit friends, come or go to work, and conduct their private lives. For drivers who regularly drive past ALPR-surveilled areas, the cameras can capture multiple snapshots of their locations and vehicles a day.

With this sensitive location information, an ALPR operator can track the movements, habits, and associations of drivers over time, including where people live, work, worship, receive medical care, or attend school. But once a community installs a network of ALPR cameras, there is no practical way for a driver to avoid having their location tracked, short of choosing not to drive. And once collected by ALPR, sensitive information about people's locations and movements can be exploited, including law enforcement. All people should feel safe to worship, to attend a protest, and to go about their personal lives safely without unnecessary surveillance.

ALPR systems pose a distinct threat to marginalized communities.[1] As with other surveillance technologies, police often deploy ALPR cameras in poor and historically overpoliced areas, regardless of crime rates.[2] When placed in fixed locations, ALPRs essentially create checkpoints throughout a city that log and monitor where residents go and when, threatening their freedom of movement and potentially reinforcing historical patterns of neighborhood segregation.[3] Such surveillance can amplify racial and economic disparities in our policing and incarceration systems, and also has serious psychological consequences.[4]

2. Out-of-state and federal agencies can exploit ALPR location information to target and locate people.

Government agencies can—and have—used the location information collected by ALPRs – to target and deport immigrants and track people exercising their First Amendment rights.[5] Law enforcement agencies, including the federal government, may obtain or demand access to ALPR networks, exposing the lives and futures of immigrants to needless harm. Indeed, we know that Immigration and Customs Enforcement ("ICE") and Customs and Border Patrol ("CBP") have exploited locally-collected ALPR location information to target, locate, detain, and deport immigrants as they drive to work, run errands, or drop their children off at school. At least one California law enforcement agency has been sued for sharing the locations of drivers with out-of-state and federal agencies, a practice which is illegal under California law.[6]

---

[1] *See, e.g.*, Angel Diaz & Rachel Levinson-Waldman, *Automatic License Plate Readers: Legal Status and Policy Recommendations for Law Enforcement Use*, BRENNAN CRT. FOR JUST. (Sep. 10, 2020) https://www.brennancenter.org/our-work/research-reports/automatic-license-plate-readers-legal-status-and-policy-recommendations; Matt Cagle, *San Francisco – Paying the Price for Surveillance Without Safeguards*, ACLU OF. NORTHERN CAL. (May 22, 2014) https://www.aclunc.org/blog/san-francisco-paying-price-surveillance-without-safeguards.

[2] Dave Maass and Jeremy Gillula, *What You Can Learn from Oakland's Raw ALPR Data*, ELECTRONIC FRONTIER FOUND. (Jan. 21, 2015) https://www.eff.org/deeplinks/2015/01/what-we-learned-oakland-raw-alpr-data; Barton Gellman and Sam Adler-Bell, *The Disparate Impact of Surveillance*, THE CENTURY FOUND. (Dec. 21, 2017) https://tcf.org/content/report/disparate-impact-surveillance/; *see also, e.g.*, Kaveh Waddell, *How License-Plate Readers Have Helped Police and Lenders Target the Poor*, THE ATLANTIC (Apr. 22, 2016) https://www.theatlantic.com/technology/archive/2016/04/how-license-plate-readers-have-helped-police-and-lenders-target-the-poor/479436/ (summarizing data indicating that Oakland Police Department deployed ALPRs "disproportionately often in low-income areas and in neighborhoods with high concentrations of African-American and Latino residents").

[3] Laura Schenker, David Sylvan, Jean-Louis Arcand, and Ravi Bhavnani, *Segregation and 'Out-of-Placeness': The Direct Effect of Neighborhood Racial Composition on Police Stops*, POLITICAL RESEARCH QUARTERLY (Apr. 2023), https://doi.org/10.1177/10659129231171516.

[4] Chris Chambers, *NSA and GCHQ: The Flawed Psychology of Government Mass Surveillance*, THE GUARDIAN (Aug. 26, 2013) https://www.theguardian.com/science/head-quarters/2013/aug/26/nsa-gchq-psychology-government-mass-surveillance

[5] Vasudha Talla, *Documents Reveal ICE Using Driver Location Data From Local Police for Deportations*, ACLU OF NORTHERN CAL. (Mar, 13, 2019), https://www.aclu.org/blog/immigrants-rights/ice-and-border-patrol-abuses/documents-reveal-ice-using-driver-location-data.

[6] Case page, *Lagleva v. Doyle*, ACLU of Northern California website, https://www.aclunc.org/our-work/legal-docket/lagleva-v-doyle-license-plate-surveillance. The California Attorney General ("AG") recently published an informational bulletin confirming that it is illegal for California law enforcement agencies to share ALPR information with law enforcement agencies outside of the state and attorneys at ACLU affiliates in California and

We should also consider that the risk to people seeking reproductive or gender-affirming care in our community if ALPR-collected location information is shared with or demanded by a prosecutor in a state with anti-abortion or anti-LGBTQ laws. In anti-abortion jurisdictions, driver location information collected by California-based ALPRs may be exploited by investigators or prosecutors to closely monitor abortion clinics, the vehicles seen around them, and the movements of abortion seekers and providers.[7] We should avoid building a system that could be used to investigate or target someone who visits or travels through our community while seeking refuge and care in California.

Any community considering an ALPR camera network must take the possibility seriously that drivers' locations will end up in the hands of a government agency that does not share the desire to protect the rights of marginalized people.

3. ALPR systems do not meaningfully improve public safety, but they have triggered unjustified stops of law-abiding people.

ALPR systems have repeatedly triggered dangerous and unjustified stops of drivers in Northern California and elsewhere. In San Francisco, police blind reliance on an ALPR scan led to the wrongful detention of a Black woman at gunpoint, triggering a multi-year civil rights lawsuit.[8] Two brothers returning from Thanksgiving with family were pulled from their rental car on I-80 after ALPR wrongly flagged it as stolen.[9] More recently, police in Walnut Creek wrongly detained the director of a non-profit at gunpoint after another license plate reader system error.[10] And in Colorado, police officers forced four Black children to lie face down on the hot pavement after misidentifying their car as a "stolen" vehicle based on an incorrect reading of an ALPR

---

the Electronic Frontier Foundation wrote the AG a letter explaining that some agencies still violate this law, putting California reproductive rights at risk. *See California Automated License Plate Reader Data Guidance*, CALIFORNIA DEPARTMENT OF JUSTICE (Oct. 27, 2023) https://oag.ca.gov/system/files/media/2023-DLE-06.pdf; *ACLU and EFF Letter to California AG Bonta* (Jan. 31, 2024) https://www.aclunc.org/sites/default/files/2024-01-31_letter_to_ag_bonta_re_sb_34_final.pdf; *see also* Nick Hidalgo and Matt Cagle, *Californians Fought Hard for Driver Privacy Protections. Why Are the Police Refusing to Follow Them?* ACLU OF NORTHERN CAL. (Feb. 12, 2024) https://www.aclunc.org/blog/californians-fought-hard-driver-privacy-protections-why-are-police-refusing-follow-them (explaining the ACLU of Northern California's advocacy regarding ALPRs).

[7] Dave Maass, *Automated License Plate Readers Threaten Abortion Access. Here's How Policymakers Can Mitigate the Risk*, ELECTRONIC FRONTIER FOUND. (Sep. 28, 2022) https://www.eff.org/deeplinks/2022/09/automated-license-plate-readers-threaten-abortion-access-heres-howpolicymakers.

[8] Kade Crockford, San Francisco Woman Pulled Out of Car at Gunpoint Because of License Plate Reader Error, ACLU, May 13, 2014, https://www.aclu.org/blog/privacy-technology/location-tracking/san-francisco-woman-pulled-out-car-gunpoint-because; Matt Cagle, San Francisco – Paying the Price of Surveillance Without Safeguards, ACLU OF NORTHERN CAL. (May 22, 2014), https://www.aclunc.org/blog/san-francisco-paying- price-surveillance-without-safeguards.

[9] Charlie Warzel, Opinion | When License-Plate Surveillance Goes Horribly Wrong, THE NEW YORK TIMES, (Apr. 23, 2019) https://www.nytimes.com/2019/04/23/opinion/when-license-plate-surveillance-goes-horribly-wrong.html.

[10] Zach Norris, Opinion: At gunpoint, police handcuffed me after license-plate reader error, THE MERCURY NEWS (June 23, 2021) https://www.mercurynews.com/2021/06/23/opinion-at-gunpoint-police-handcuffed-me-because-of-a- license-reader-error/.

system.[11] Whether due to computer or police error, the use of ALPR systems to stop drivers poses a threat to the health and safety of all motorists.

ALPR systems have not been meaningfully demonstrated to prevent crime or meaningfully improve public safety.[12] To the contrary, studies indicate that ALPRs do not have a deterrent effect on crime, with a recent analysis of ALPR cameras in Alameda County finding that auto thefts actually increased following installation of a system in 2020, ending a period of steady decline.[13] And while ALPR vendors and police agencies often tout the effectiveness of ALPR in reducing crime, public safety experts point out that any reduction in crime cannot be attributed to ALPR themselves.[14] Inaccurate reads are also surprisingly common as well: one randomized control trial in Vallejo, California, found that 37 percent of all ALPR "hits" from fixed readers and 35 percent from mobile ALPRs were misreads — an astonishingly high error rate.[15]

We urge the El Cerrito City Council to reject the contract with Flock Safety. We also encourage City Council to adopt an ordinance prohibiting the future acquisition of ALPR by city departments including the police. Moving forward, we urge the City of El Cerrito to engage community members in a discussion about non-surveillance alternatives to ALPR that have been demonstrated to improve the health and safety of communities like our own.

---

[11] Matt Novak, *Cops terrorize Black family but blame license plate reader for misidentifying 'stolen' vehicle*, GIZMODO (Aug. 4, 2020) https://gizmodo.com/cops-terrorize-black-family-but-blame-license-plate-rea-1844602731.

[12] *See, e.g.*, David Maass and Beryl Lipton, *Data Driven: Explore How Cops Are Collecting and Sharing Our Travel Patterns Using Automated License Plate Readers*, ELECTRONIC FRONTIER FOUND. (Nov. 15, 2018) https://www.eff.org/pages/automated-license-plate-reader-dataset (finding that between 2016 and 2017, the Los Angeles County Sheriff's Department scanned 234.36 million license plates with a 0.22 percent hit rate, the San Bernardino County Sheriff's Department scanned 162.69 million license plates with a 0.06 percent hit rate, and the Sacramento Police Department scanned 116.23 million license plates with a 0.1 percent hit rate).

[13] Lauren Do (@laurendo), Twitter (Dec. 21, 2021, 2:05 PM), https://twitter.com/laurendo/status/1473414317605150722?s=11; Alameda County Publicly Accessible Data Sets (Feb. 2022) https://www.bscc.ca.gov/wp-content/uploads/Alameda-County-Demographic-Reference-Data_Feb2022.pdf (finding motor vehicle theft increased from 10,267 in 2019 to 14,456 in 2020); see also Cynthia Lum, Julie Hibdon, Breanne Cave, Christopher S. Koper, & Linda Merola, *License plate reader (LPR) police patrols in crime hot spots: an experimental evaluation in two adjacent jurisdictions*, JOURNAL OF EXPERIMENTAL CRIMINOLOGY (2011) https://link.springer.com/article/10.1007/s11292-011-9133-9 ("Our findings indicate that, when small numbers of LPR patrols are used in crime hot spots in the way we have tested them here, they do not seem to generate either a general or offense-specific deterrent effect.").

[14] Louise Matsakis, *Flock Safety Says Its License Plate Readers Reduce Crime. It's Not That Simple*, WIRED (Oct. 24, 2019), https://www.wired.com/story/flock-safety-license-plate-readers-crime/.

[15] Jason Potts, *Research in Brief: Assessing the Effectiveness of Automatic License Plate Readers*, THE POLICE CHIEF (March 2018) https://theiacp.org/sites/default/files/2018-08/March%202018%20RIB.pdf.

Sincerely,

Tammy Kreznar
Senior Organizer
tkreznar@aclunc.org

Sana Sethi
Organizer
ssethi@aclunc.org

Cc: Mayor Gabe Quinto
gquinto@elcerrito.gov

Councilmember Rebecca Saltzman
rsaltzman@elcerrito.gov

Councilmember Carolyn Wysinger
cwysinger@elcerrito.gov

Councilmember William Ktsanes
wktsanes@elcerrito.gov

Councilmember Lisa Motoyama
lmotoyama@elcerrito.gov

From:	Soroosh Toosi
To:	City Clerk
Subject:	[UNKNOWN SENDER] Public Comment for Agenda Item #9B - Resubmitting
Date:	Friday, May 1, 2026 2:25:29 PM

Dear City Council Members,

I am a resident of El Cerrito (94530), and **I would like to express my strong support for renewing the agreement for the Flock License Plate Reading Camera system.**

Public safety is extremely important to me and my family, and tools like these cameras play a critical role in helping law enforcement solve crimes, deter theft, and respond more effectively to incidents such as hit-and-runs and vehicle-related crimes.

While I understand there are privacy considerations, I believe that with proper policies and oversight in place, the benefits of these cameras in improving community safety far outweigh the concerns.

I encourage the City Council to renew this program and continue supporting our Police Department with effective tools to protect our community.

Thank you for your time and consideration.

Sincerely,
Soroosh Falah Toosi

From: Parnian Eslami
To: City Clerk
Subject: [UNKNOWN SENDER] Public Comment – Support for License Plate Reader Cameras (Agenda Item #9B)
Date: Friday, May 1, 2026 2:14:28 PM

Dear Members of the City Council,

I am an El Cerrito resident, and **I'm writing to share my support for continuing the Flock License Plate Reader Camera program.**

I respectfully encourage the City Council to renew the agreement and continue supporting this initiative.

Thank you for your time and consideration.

Sincerely,
Parnian Eslami
El Cerrito resident (94530)

From: Parnian Eslami
To: City Clerk
Subject: [UNKNOWN SENDER] Public Comment for Agenda Item #9B - Resubmit
Date: Friday, May 1, 2026 2:27:23 PM

Dear Members of the City Council,

I am an El Cerrito resident, and **I'm writing to share my support for continuing the Flock License Plate Reader Camera program.**

I respectfully encourage the City Council to renew the agreement and continue supporting this initiative.

Thank you for your time and consideration.

Sincerely,
Parnian Eslami
El Cerrito resident (94530)

From: Rachel Sommovilla
To: City Clerk
Subject: [UNKNOWN SENDER] Agenda Item 9B - Please renew agreement with Flock Safety
Date: Friday, May 1, 2026 3:03:57 PM

Mayor and Councilmembers and City Clerk,
I am writing to ask that you please continue utilizing Flock safety license plate reading cameras in El Cerrito. I understand that they were recently vital in finding a hit and run driver and solving that crime, which also enabled the city to obtain insurance coverage to reimburse it for its costs. These readers are a crucial part of our city's public safety to help law enforcement solve crimes and deter would-be offenders. When implemented with privacy safeguards and data use policies, I believe these are a crucial tool to protect our city and keep our community safer. I urge you not to take this important tool away from our police officers.
Thank you,
Rachel Sommovilla

From: DIANA GARCIA
To: City Clerk
Subject: [UNKNOWN SENDER] Agenda Item #9B
Date: Friday, May 1, 2026 4:04:19 PM

Good afternoon,

I received an email regarding a meeting on Tuesday, May 5th regarding the cancellation or renewal of the Flock contract with the City. My comments on this matter are below.

While I believe Flock cameras can be a useful tool in solving crimes, I am concerned that license plate data will be shared with other agencies, and I am not in favor of the system being able to track individuals whether they are criminals or not. I feel that data obtained should be used ONLY for crime solving and not as a surveillance tool for other agencies.

For these reasons, I am not in favor of renewing the contract with Flock.

Thank you
Diana
Sent from my iPad

From: Andrew Susskind
To: City Clerk
Subject: [UNKNOWN SENDER] Agenda item #9B - flock
Date: Friday, May 1, 2026 5:24:48 PM

While I understand the appeal of surveillance tools, I do not support the funding of a contract extension. While I do personally have cameras inside and around my home, and I have caught images of car break-ins, bicycle thefts, and trespassers, I have also caught thousands of hours of private content like children playing. Of friends drinking. Of arguments with my spouse. To pay for the cameras and services under the guise of increasing security, we have to abandon our sense of privacy. Given the use of AI, the veracity of government access to our collected videos, and the likely data brokerage practices, I think it is time to let flock leave the nest.

From: David Reedy
To: City Clerk
Subject: [UNKNOWN SENDER] Flock
Date: Friday, May 1, 2026 6:11:45 PM

Flock YES. Library NO.

David B. Reedy
[redacted]
EC

From: Patricia Perry
To: City Clerk
Subject: [UNKNOWN SENDER] #9b
Date: Friday, May 1, 2026 7:50:38 PM

I love flock cameras. Honestly I don't know what they look like but I watch all cop shows across the USA and they really help track stolen cars and criminals. I remember El Cerrito put out a statement about 2 times where information was wrongly shared and was fixed in the past. I do not think there is a privacy issue. I only think it's a very helpful tool for police.

Get Outlook for Android

From:	P. Diane Gilbert-Snyder
To:	City Clerk
Cc:	Paul Gilbert-Snyder
Subject:	[UNKNOWN SENDER] Public Comment - Agenda Item #9B
Date:	Saturday, May 2, 2026 7:37:29 AM

Hello. I am a 30-year resident of El Cerrito. I am also a fan of our police department, which I consider one of the best in the country: professional, transparent, and respectful. With so many police departments, both locally and nationally, in the grip of corruption and lack of accountability, ours stands out as a model of credibility. It lives up to the motto "to protect and serve."

So when the captain and officers of the ECPD tell us that the License Plate Reading Camera system is an effective tool to for solving more cases, preventing crime, and lowering crime rates, we should listen. Please **do not cancel** the Flock Camera contract. We need every tool in our arsenal to keep El Cerrito safe.

Thanks for your attention.
Pamela Gilbert-Snyder

--
Pamela Diane Gilbert-Snyder, CT, MA, MFA
ATA-Certified French–English Translator
Specializing in legal, financial, environmental, and medical fields

Public Comments – Agenda Item #9B (Flock Contract)

To: El Cerrito City Council <cityclerk@elcerrito.gov>
From: Concerned Residents of El Cerrito
Re: Public Comments – Agenda Item #9B (Flock Contract)

We are your neighbors and constituents. We have come together in the last year out of a common and urgent concern to protect our democracy from the obvious authoritarian threats at the national level, and to maintain and protect our local community. This is a time when local governance can really make a difference in light of dangers at the federal level. Your job is so important, as are our voices. We write regarding the El Cerrito Police Department's proposal to renew the contract with Flock for license plate surveillance.

We urge you: **on April 21, do not vote to renew the Flock contract.** We think that after hearing from your community as well as perhaps, outside and unbiased experts, you will choose not to renew the contract. However, the first step is to require more consideration. On April 21, give yourselves and us more time by not voting to renew the contract.

Legal and Financial Concerns

Across the country, community members and experts are raising alarms about the integrity of Flock as a company, the security of their cameras, the inability of municipalities to protect their local data from federal agencies, and many documented misuses of the technology.

For example, as described by Police Chief Keith and detailed in the Complaint in the lawsuit currently pending against Flock Group Inc. in the Northern District of California at paragraph 115, El Cerrito's data was released to two federal agencies AFTER Flock assured El Cerrito that its settings prevented just such a release. **These breaches violated California law.**

Cities across the Bay Area — including Mountain View, Richmond, and Santa Cruz — have paused the use of Flock or even cut ties with the company after learning that **license plate reader data was illegally shared** with law enforcement agencies outside of their jurisdictions. These cities are part of a nationwide trend including Eugene, Oregon; Olympia Washington; and Ithaca, New York.[1]

[1] See deflock.org for a complete list of U.S. communities that have parted ways with Flock.

Flock raises serious constitutional questions at the State and Federal level. The City of San Jose, its Mayor, and its Police Chief have been sued by SIREN and CAIR in Santa Clara County Superior Court in a lawsuit alleging San Jose's use of Flock cameras is unconstitutional under the Constitutions of California and the United States. El Cerrito can ill afford the risk of continuing to use Flock cameras should their use be found to be unconstitutional.

At least one court has held that Flock camera data is a public record subject to public records requests [2], and, that ruling caused at least one city to deactivate its Flock cameras in part due to fear of the costs of responding to public records requests. It was also a public record request that led Mountainview to shut down their Flock cameras.[3] As public concern about the use of Flock grows, El Cerrito can expect public records requests that will be expensive to respond to or fight. This technology opens El Cerrito to lawsuits and costs that will undermine the diligence you have done to return El Cerrito to a sound financial condition.

The City Council has worked hard to put the City on a firm financial footing. Do not put that stability at risk by continuing to contract with a company that exposes us to these risks.

Flock is an untrustworthy vendor

There is mounting evidence that the company's privacy practices pose serious risks to civil liberties: Flock has provided ICE with data despite sanctuary policies[4], stolen millions of data points, and its CEO is well-documented for lying to communities.[5] Flock stores info in a searchable database, allowing for unethical real-time and historical tracking of residents.[6]

Youtubers have accessed Flock-provided cameras.[7] Flock wants people to think that it is a reliable technology company that partners with local governments and municipalities to make them safer. However, experience has shown that they cannot keep the information they collect private, they have repeatedly allowed information to be shared when it should *not* be, and their

[2] https://www.king5.com/article/news/community/facing-race/washington-immigration/everett-shuts-down-flock-cameras-judge-rules-footage-public-record/281-53d8693e-77a4-42ad-86e4-3426a30d25ae

[3] https://therecord.media/california-city-turns-off-flock-cameras-unauthorized-sharing

[4] https://immpolicytracking.org/policies/reported-ice-accessing-flock-automated-license-plate-reader-cameras-via-local-law-enforcement/

[5] https://www.aclu.org/news/privacy-technology/flock-ceo-goes-ballistic

[6] https://data.aclum.org/2025/10/07/flock-gives-law-enforcement-all-over-the-country-access-to-your-location/

[7] https://www.youtube.com/watch?v=uB0gr7Fh6lY

equipment is vulnerable to use by anyone with fairly limited skills. Their cameras have been shown to be easily hackable, in which case *anyone* can then access the data being collected.

El Cerrito cannot afford to partner with a company that is so unreliable. City Council and the police department have worked hard to reduce crime in El Cerrito and keep us safe. Flock has repeatedly violated the trust that you have placed in it.

Uphold sanctuary and justice

El Cerrito is a sanctuary city, and Chief Keith says he fully intends to uphold that our police department does not collaborate with ICE. We are proud of our city's policy and grateful for leadership that upholds it. However, due to Flock's repeated failures and a system that incentivizes sharing of data, ECPD cannot ensure that our data stay within the areas they specify. **ICE, Secret Service, and The U.S. Navy all confirmed access to Flock's network** in October, 2025.[8]

Further, under the Foreign Intelligence Surveillance Act (FISA) of 1978, a federal court (called a FISA Court) may authorize warrants to collect information *without* any public record. These warrants are executed without any knowledge of the public. Only the number of warrants issued must be reported. Because Flock maintains El Cerrito's data on its servers, outside of El Cerrito's control, El Cerrito's Flock data could be the subject of a FISA warrant, and El Cerrito would never know. Flock has no obligation, in fact, is likely specifically prohibited from informing El Cerrito about such a warrant.[9] Thus, **once any data has been collected, it is fundamentally out of El Cerrito's control and subject to being used by a wide variety of Federal and State government agencies without El Cerrito's knowledge**.

In the March 10 community meeting that we attended, Chief Keith twice gave the example of medical data, saying basically that technology is everywhere; it's like medical data: "You just kind of trust that people are using your data correctly." This comparison is problematic: the business model of a medical data system is to store and transfer personal data securely, whereas Flock's business model is to collect and share data **for the purpose of surveillance**.

These are just some of the concerns we have about Flock and its contract with El Cerrito. We are sure you agree that, at a minimum, this information warrants further research and listening.

---

[8] https://www.business-humanrights.org/en/latest-news/usa-flock-safetys-alleged-involvement-in-mass-surveillance-by-federal-agencies-raises-privacy-and-due-process-concerns/

[9] https://en.wikipedia.org/wiki/Foreign_Intelligence_Surveillance_Act

You deserve time to listen to your constituents on this issue and give real consideration of the risks to the City and its citizens – from financial, to legal, to personal.

Can we count on you to take the time to consider this concerning information about Flock, hear your constituents, and make a decision that takes into account the current federal threats and our city's needs?

Signed:

El Cerrito Residents

1. Abby Ilan
2. Ada Fung
3. Alayna Zuniga
4. Allie Kregness
5. Allison Cooper
6. Aly Baker
7. Amalia Mariño
8. Amber McChesney-Young
9. Amelia Schmale
10. Ana Dunham
11. Andrea Nelson
12. Andrew Saelin
13. Angelina Bustos
14. Anna Belle Rosen
15. Anna Lui
16. Anna Salnikova
17. Avra Goldman
18. Benjamin Emmert-Aronson
19. Benjamin Pauw
20. Berenice Monroy
21. Beth Sauerhaft
22. Boris Krasnoiarov
23. Brianna Fairbanks
24. Brittany Wheeler
25. Carey Stone
26. Catherine Batacan
27. Catherine Isenberg
28. Chelsea Walton
29. Chelsi Sparti

30. Chris Ladd
31. Chris Rodriguez
32. Christina Gargiullo-Silva
33. Christine W Dexter
34. Cindy McPherson
35. Claire Levay-You g
36. Constance Mank
37. Daniel Huynh
38. Danielle Naboulsi
39. Danielle Sheppard
40. Darris Thomas
41. Dashal Moore
42. Donald Simonson
43. Dora Medrano Ramos
44. Eileen Hazel
45. Eleonor Palabrica
46. Elisabeth Meikle
47. Eliza Stuber
48. Elizabeth Char
49. Elizabeth Magana
50. Emily Deckert
51. Ennis Mcainerny
52. Eric Lawrence Shenk
53. Ethan Smith
54. Evan Toth
55. Faisal Malik
56. Fatemeh Mizbani
57. Forrest Johnson
58. Gayle Greene
59. Gigi Singer
60. Graciela Chong
61. Greta Sim
62. Gretchen Singer
63. Greyson Conant Brooks
64. Henry Obermayer
65. Holland Sherba
66. Inca Arechiga
67. Jacob Emmert-Aronson

68. Jacqueline Lasahn
69. James Brown
70. James Coates
71. James Ryder
72. James Silvey
73. Janet Evelyn Carter
74. janette Staubus
75. Jason Ibrahim
76. Jeffrey Morris
77. Jegath Geronimo
78. Jenn Tran
79. Jennifer Chapman
80. Jennifer Furlong
81. Jennifer Green
82. Jenny Stevenson
83. Jesse Jayne
84. Jessica Olson
85. Jesus Buil Macarty
86. Jiggy Geronimo
87. Joe Khalaf
88. Jorien Campbell
89. Judith Green
90. Kalsoom khan
91. Kate Frei
92. Katherine “Rin” Kimsey
93. Katherine A Logan
94. Katherine Bierce
95. Katherine Burgess
96. Katherine Plambeck
97. Kathleen Mascarenhas
98. Katie Fournier
99. Katy Bruening
100. Kenneth Edward Longo
101. Kenneth Pack
102. Kevin LaMontagne
103. Kimberly Lockwood
104. Kimberly Theurich
105. KJ Dahlaw

106. Kristin Sangren
107. Kyle Geronimo
108. Larry Mitchel
109. Laura Palin
110. Leah Anne Carroll
111. Leah Jarvis
112. Leah Sanchez
113. Leslie Adams
114. Leta Negandhi
115. Lily Virginia Kasir
116. Linda Novick
117. Lisa Zimmer-Chu
118. Louise B Halsey
119. Madeleine Lee
120. Madeleine Lee
121. Maggie Feuchter
122. Marcia Simonson
123. Marcie Holmes-Novosel
124. Marguerite Owsley
125. Mariam Hansia
126. Marie Arthur Eggebroten
127. Mark Elson
128. Matt Dexter
129. Matt Richardson
130. Matthew Solomon
131. Maya Spark
132. Megan Quirolo
133. Megan Steffen
134. Melanie Paul
135. Melanie Proctor
136. Melissa Matheney
137. Michael Balmaceda
138. Michael Vulanich
139. Michelle Cho
140. Mika Rosen
141. Mitch Stoltz
142. Monica Hyde
143. Monserrat Palabrica

144. Nakiesha Koss
145. Nancy Kron
146. Natasha aabeygunawardena
147. Nicholas Walsh
148. Nick Fournier
149. Nicole Betenia
150. Nina Joe
151. Nina Rizzo
152. Olesia Gordynsky Castuera
153. Olivia Liang
154. Oren J. Sofer
155. Peter Hughes
156. Purnell Davis III
157. Rachel Zuraw
158. Radhika Gundechia
159. Rafiq khan
160. Rebecah Kenny
161. Rebecca Jean Alaly
162. Rebecca Raikow
163. Rebecca Rice
164. Rev. Joanna Lawrence Shenk
165. Rhaiany Leon
166. Rosalyn Fei
167. Rose M Stamm
168. Ry Crawford
169. Ryan Ansley
170. Ryan Ismail
171. Sandra Davis
172. Sarah Carrington
173. Sarah Klauer
174. Serena Fisher
175. Sewellyn Kaplan
176. Shanti Leon Guerrero
177. Shaulnie Mohan
178. Sherri Reeves
179. Sherry Drobner
180. Sietse Braakman
181. Simrun Dhoot

182. Sonha Nguyen
183. Sonja Hernandez
184. Stephanie Singer
185. Steve Raikow
186. Susanna Jewell Walsh
187. Suzanne Balmaceda
188. Talia Davidow
189. Theodore Lam
190. Tiffany Santana
191. Tom Parks
192. Tova Feldmanstern
193. Travis Campbell
194. Tyler Held
195. Vanessa Warheit
196. Veronika Cole
197. Victoria Yager
198. Vivien Wallis
199. Walla Oriqat
200. Walter S Linsley
201. William Golove
202. Yuko Matsumoto
203. Yvan Iturriaga
204. Zeid Arnaout

Non-Residents

1. Alex Tananbaum
2. Alyssa Rome
3. Amanda Ng
4. Anne Marie Falge
5. Ashlee jones
6. Ashley James
7. Barry Preisler
8. Blanca Alicia Ornelas
9. Charlotte Pratt
10. Ciara dossman
11. Dani Saputo
12. Erica Sigal
13. Haiganoush Preisly

14. Jennifer Krishnan
15. Jeremiah Maller
16. Jessica Poggi
17. Katharine Bierce
18. Kathryn Collett
19. Lila Del Rosso
20. Lisa Boster
21. Lola Christine Holmes
22. Maybelle Miranda
23. Melissa Hamel
24. Molly Mccoy
25. Nissa Brehmer
26. Peter Bernhardt
27. Rev. Deborah Lee
28. Sam Holtzman
29. Sandy Park
30. Sarah Ross
31. Sofia Villegas
32. Tamiko Panzella
33. Tarin Griggs
34. Xio Etl Ouein

TOTAL: 204 residents, 34 non-residents

Public Comments May 5 – Agenda Item #9B

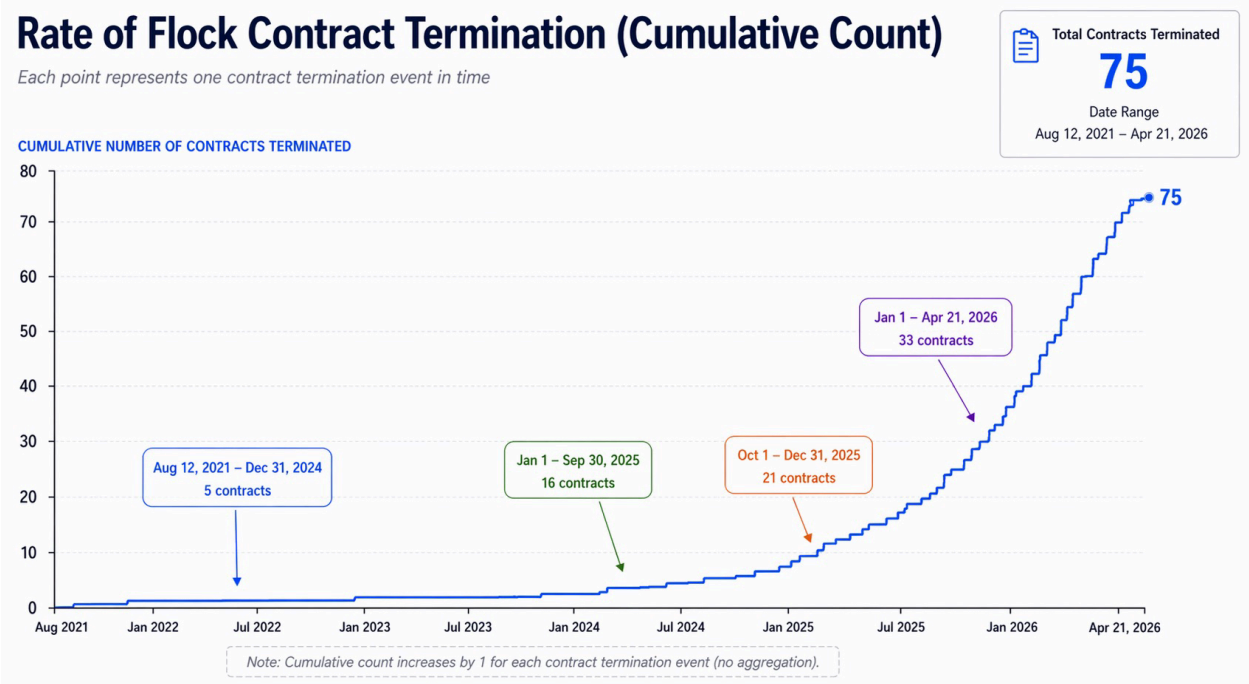
To: El Cerrito City Council <cityclerk@elcerrito.gov>
From: Concerned Residents of El Cerrito
Re: Public Comments – Agenda Item #9B (Flock Contract)

Thank you for taking the extra time to give informed consideration to the question of whether to renew any contract with Flock. **We ask you: Do not renew the contract or enter into any new proposed contract.** Let the current contract expire. El Cerrito has only had this experimental technology for 3 years and the risks to our residents and our city are too great. We will still have red light cameras, businesses will still have their CCTV cameras, and police cars will still be able read license plates. We believe that our police department under the leadership of Chief Keith is sufficiently resourced without the use of this technology.

Flock is an untrustworthy company

- **Security failures** — there have been multiple incidents in which Flock's systems were compromised or left sensitive data publicly exposed, including a January 2026 breach that made live police camera feeds accessible to anyone on the internet, and stolen officer passwords sold on criminal forums.
- **Federal data access** — there are many documented cases in which federal agencies (DEA, ICE, Border Patrol) accessed California cities' Flock data without local knowledge or authorization — through the same network architecture that connects El Cerrito's cameras.
- **Lack of transparency reports** – Major technology companies publish these reports annually to disclose how many times the federal government requested their data under laws like FISA, the CLOUD Act, or National Security Letters. Flock Safety has published no transparency reports of any kind.
- **Deceptive default settings** — Flock's system was designed to enroll agencies in nationwide data sharing in ways many cities, including communities adjacent to El Cerrito, say they did not knowingly authorize. Flock has begun revising these defaults only in response to sustained public pressure, Congressional inquiry, and contract terminations. And, some communities (such as Ventura County) have found default settings "reset" to allow sharing without the community's knowledge. https://www.cbsnews.com/losangeles/news/flock-license-plate-readers-shared-data-with-out-of-state-federal-agencies/. It is clear that Flock's priority is NOT to ensure informed municipal consent.

Last Fall, Oregon Senator Wyden, who negotiated directly with Flock on privacy protections and watched them be circumvented, concluded: **"I now believe that abuses of your product are not only likely but inevitable, and that Flock is unable and uninterested in preventing them."** His recommendation to local officials was unambiguous: remove the cameras. (Wyden letter to Flock, October 16, 2025) Be like Wyden and 74 cities (the exact number fluctuates almost daily, however, the trend is clear) who have terminated or not renewed their contract with Flock.



Flock will release our data

It is clear in our contract that Flock WILL release our data if it's requested – regardless of controls El Cerrito puts into our implementation of the software and regardless of CA state law. Flock will release our data (for example, through FISA) and we won't even know. Relying on what is "legal" is not enough right now when technology for surveillance is growing faster than policies or regulations to implement it safely or responsibly, and most importantly, as Councilmember Salzman stated in the April 21 meeting, "We know that our federal government is not to be trusted." We agree with Councilmember Wysinger's points that, "We are being asked to trust Flock, but these breaches happened in 2023 when we first rolled out… and were only discovered when the City discovered them; that creates a huge amount of distrust…"

The current federal government is dangerous

Our national leaders daily are acting contrary to the Constitution, law, and human rights. We need our local government to do what's in its power to mitigate harm. Upholding Sanctuary – as

El Cerrito does – is one strong way. Listen to your constituents who voiced that maybe we need to let go of something we think makes some of us safer (cameras) right now, because our federal government is so dangerous. We don't know what changes they might make in the next three years that would even further undermine the foundational premise (i.e. the Constitution and our system of laws) our contract with Flock is based on.

Follow The Money

Marc Andreessen is one of the main right wing techno theorists along with Peter Theil (renowned far-right techno fascist). Andreessen and Theil each invested in Flock's latest $275 million "fundraising round" last spring, which rocketed the company Flock surveillance from a neighborhood surveillance manufacturer to a federal dragnet and landed it on the Forbes 100 company's list. https://atlpresscollective.com/2025/06/01/flock-safety-surveillance/. Both Thiel and Andreessen openly question the utility of democracy.

Surveillance technology must be carefully considered and monitored

Public comments from El Cerrito resident Randi Jimenez and the Chamber of Commerce have expressed concern about racial profiling in their public comments to the City Council. Researchers of surveillance trends caution that surveillance infrastructure, once installed, rarely stays within its original purpose; and civil liberties eroded through normalized surveillance infrastructure are extraordinarily difficult to reclaim. We have already seen with Flock that mission or scope creep means they are gradually expanding Flock's tech capabilities to build a multifaceted surveillance system, which is not what clients, like El Cerrito, initially opted into with the first contract. If AI surveillance systems are expanded; if El Cerrito continues to engage Flock technology or another similar vendor, the city cannot promise its residents their data and information will stay safe.

Given all of these concerns and so many more, we ask you, please do not vote to renew any contract with Flock. Heed the concerns of your constituents. Allow El Cerrito to truly be a sanctuary city. Let's continue to rely, as we have done for many years on El Cerritans to keep El Cerrito safe. Do not renew any contract with Flock.

Sources and Further Reading:

https://www.opensecrets.org/orgs/andreessen-horowitz/summary?id=D000047147
https://www.bloomberg.com/profile/company/0276745D:US
https://www.businessinsider.com/flock-safety-alpr-cameras-misreads-2026-3
https://www.mass50501.org/blog/flock-safety-and-the-dangers-of-alpr
https://atlpresscollective.com/2025/06/01/flock-safety-surveillance/

Signed:

El Cerrito Residents

1. Aaron E Cohen
2. Ada Fung
3. Alan Rockefeller
4. Alondra Trevino
5. Amalia Marino
6. Amelia Schmale
7. Aminna Ibrahim
8. Amy Rakley
9. Andrew Raphael
10. Anna Lui
11. Ariel Gold
12. Asali Rasmussen Echols
13. Avra Goldman
14. Ben Emmert-Aronson
15. Benjamin Pauw
16. Beth Sauerhaft
17. Bethany Holmes
18. Brahm Ahmadi
19. Brenda Carter
20. Brendan Harrison
21. Brett K Levay-Young
22. Brianna Fairbanks
23. Brittany Wheeler
24. Candace Dean
25. Carey Stone
26. Catherine Isenberg
27. Charlotte Chang
28. Chelsea Walton
29. Chelsi Sparti
30. Chiara Bonet-Freeman
31. Chris Rodriguez
32. Christa Salo
33. Christian Stalberg
34. Claire Garcia
35. Colin Brady
36. Corin Seguljic
37. Cynthia McPherson
38. Daniel Elkan

39. Daniel Huynh
40. Daniel Prechtel
41. Danielle Leard
42. Dashal Moore
43. David Mandel
44. David Willhoite
45. Dora Medrano Ramos
46. Eddie Chow
47. Eileen Hazel
48. Eleanor Wang
49. Eliza Stuber
50. Elizabeth Woolford
51. Elsa-Jennie Bliss
52. Emily Deckert
53. Emily Kevlin Crossen
54. Eugene H. Robinson
55. Faati Mizbani
56. Forrest Johnson
57. hank yukon
58. Hope Kramek
59. James Brown
60. James Coates
61. James Lastoskie
62. James Ryder
63. James Silvey
64. Jamie McBean
65. Jamie Yang
66. Janaki Silva
67. Jane Andreasen
68. Jason Neumark Mickela
69. Jason Vance
70. Jegath Geronimo
71. Jen McDougall
72. Jennifer Dowdy
73. Jennifer K. Patchen
74. Jesse Jayne
75. Jesus Enrique Buil Macarty
76. Jillian McCoy

77. Jose Umali
78. Josh Buchanan
79. Judith.C. Green
80. Karen Peters
81. Kate Bolton-Schmukler
82. Katherine Curtis
83. Katherine Kimsey
84. Katherine Plambeck
85. Katie Fournier
86. Kristina Garfinkel
87. Kyle Geronimo
88. Larry Mitchel
89. Laurel Ballanti
90. Lauren Arnest
91. Leah Anne Carroll
92. Leah Jarvis
93. Leah Sanchez
94. Liberty Walton
95. Lily Kasir
96. Linda P Milani
97. Lisa Christensen
98. Lose Crawford
99. Mari Toban Blomé
100. Marie Arthur Eggebroten
101. Mark Frischman
102. Mark Hersh
103. Mary T. Curran
104. Matt Richardson
105. Matthew Davis
106. Maya Spark
107. Megan MacMillan
108. Megan Steffen
109. Melanie Proctor
110. Meleah Terheyden
111. Melissa Murphy
112. Mia Parsons
113. Michael Balmaceda
114. Michael DeGroff-Kirchgraber

115. Michael Waxman
116. Michelle Cho
117. Monica Eleanor Hyde
118. Monica Yvonne Padrnos
119. Nakiesha IKoss
120. Nate Schaffran
121. Nick Fournier
122. Nicole Rivera
123. Nina Rizzo
124. Parisa Zamanian
125. Paula Burch
126. Rachel Henderson
127. Radhika Gundechia
128. Randeep Hothi
129. Randy Barrett
130. Rebecah Kenny
131. Rev. Joanna Lawrence Shenk
132. Richard Wolinsky
133. Rivka Weinstock
134. Robert William Crawford
135. Roberto Ortiz-Soto
136. Ruth A Meyers
137. Ry Crawford
138. Ryan Ansley
139. Ryan Manriquez
140. Sabra Stepak
141. Sandy Davis
142. Sara Larsen
143. Sarah Klauer
144. Shanti Leon Guerrero
145. Shaulnie Mohan
146. Sherry Drobner
147. Sietse Braakman
148. Somaia Nassef
149. Talia Davidow
150. The Velveteen Bean
151. Theodore Lam
152. Tiffany Pei

153. Tova Feldmanstern
154. Valerie Neumark
155. Wei-En Chang
156. Wendy Fitch
157. William O'Brien
158. Yara Lomeli-Loibl
159. Yuko Matsumoto

Non-Residents

1. AJ Cho
2. Alison Silveira
3. Amanda Luu
4. Amber Hatfield
5. Amy Murphy
6. Ari Jones
7. Artemis Schatzkin
8. Ashley Daly
9. Benjamin Wayne Gustafson
10. Christina Tan
11. Debra Taube
12. Elijah Barnard
13. Inessa Lee
14. Jacq Le
15. Kiana Borjian
16. Lana Tilley
17. Lauren Alegre
18. Lauren E. Kallie
19. Lisa Robesch
20. Lotara James
21. Maritoni Ciancaglini
22. Meira Salman
23. Rachel Waymack
24. Ramon Viray
25. Rohan Sabnis
26. Sarah Ross
27. Shahrzad Khorsandi
28. Sophia Chen
29. Stephen Shea

30. Tamiko Panzella
31. Trevor Holbrook
32. Vanessa Jeschke
33. Vanessa Pratt
34. Vanessa Thill
35. Letitia Berlin

TOTAL: 159 residents, 35 non-residents
368 people, across both letters

From: Edie Bruce
To: City Clerk
Subject: [UNKNOWN SENDER] Re: Agenda Item #9B
Date: Saturday, May 2, 2026 3:18:17 PM

Hello,
Please continue the Flock license plate reading program. I think it keeps the residents of El Cerrito safer.
Thank you,
Edith Bruce

From: Ben Phelps
To: City Clerk
Subject: [UNKNOWN SENDER] Agenda item 9b
Date: Saturday, May 2, 2026 4:20:31 PM

To whom it may concern-
I am a resident and homeowner in El Cerrito for the last 17 years. I am writing to express my strong support for maintaining the flock camera system in El Cerrito. I am very familiar with the system and know that it is a vital tool for crime fighting. I know that Flock not only helps solve cases but also prevents crime by notifying officers of crime related vehicles moving about in the city, as part of an organized retail theft ring or to steal catalytic converters, commit robberies or worse. Flock is one of the greatest crime fighting advancements in the modern age. It would be an absolute mistake to remove flock knowing that crime will increase and police will have lost a major defensive system to fight against it. Please keep flock and keep us safe. Thank you- Ben Phelps

From: Bea O"Keefe
To: City Clerk
Subject: [UNKNOWN SENDER] Fwd: Public Comment, Flock Cammeras.
Date: Sunday, May 3, 2026 10:55:10 AM

Sent from my iPhone

Begin forwarded message:

> **From:** Bea O'Keefe [redacted]
> **Date:** May 3, 2026 at 10:24:19 AM PDT
> **To:** cityclerk@elcerrito.gov
> **Subject: Flock cameras.**
>
> I am in favor of continuing the Flock cameras in El Cerrito. They have quickly identified stolen cars and potentially could find a child who has been abducted. The benefits out-way any detriment to their use. I live in north El Cerrito near Del Norte Bart and receive the police reports of crime and I support the use of this aid in quickly solving crime and potentially reducing it in the area.
> Sent from my iPhone

From:	LuLu
To:	City Clerk
Subject:	Public comment for council meeting 5 May on the Flock System
Date:	Sunday, May 3, 2026 11:19:58 AM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Subject: Flock system comment
Date: May 2, 2026 at 4:02:52 PM PDT
To: cityclerk@elcerrito.gov

I oppose this technology. I have lived in El Cerrito for 20 years. I own a home here. I am a Bay Area native. I dont want the Flock system in our community; it is not a force for good.

Thank you for including my comments.

Lulu Winslow

The El Cerrito Contract with Flock is Untenable Because it Subjects El Cerrito to Unnecessary Legal Risks

El Cerrito's contract with Flock Safety poses a legal risk to the City rendering it vulnerable to future litigation on several fronts. It is imperative that El Cerrito conducts a thorough review of recent lawsuits. The legal risks highlighted by these lawsuits include: (1) Constitutional violations, (2) civil litigation, and (3) actions by the California Attorney General.

In Services, Immigrant Rights & Education Network or SIREN v. City of San Jose, SIREN contends that Flock's contract enabled the City of San Jose to conduct warrantless searches through use of Automated License Plate Reader (ALPR) data: As such, according to SIREN the City of San Jose violated Cal. Constitution Article 1, Section 1 (Right to Privacy) and Cal. Const. Article 1, Section 13 (Warrantless Searches). El Cerrito uses ALPR cameras provided and maintained by Flock in much the same manner as San Jose. El Cerrito subjects itself to potential litigation for violating the California Constitution if it renews its contract with Flock.

In Javorsky et. al v Flock, a class action lawsuit, plaintiffs contend that the ALPR Privacy Act, codified in Cal Civ. Code 1798.90.5 was violated. The ALPR Privacy Act intends to preserve individual privacy, maintain data security, and preserve civil liberties. The lawsuit highlights several instances in California where ALPR data generated by Flock systems was compromised. This includes but is not limited to the following:

Mountain View PD reported that Federal agencies accessed ALPR data (through Flock's National Lookup feature) without their knowledge, and only became aware of this via a response to a Public Records Act (PRA) request.

Los Altos PD reported that Flock shared ALPR data despite system settings that prohibited access by Federal agencies.

Ventura County had previously disabled the national lookup feature in 2023, but discovered in February 2026 that it had been reactivated. After an investigation, the Sheriff's Office determined that no one from their agency activated the feature. This time, Flock claimed that a "system bug" could have automatically activated National Lookup. https://www.cbsnews.com/losangeles/news/flock-license-plate-readers-shared-data-with-out-of-state-federal-agencies/

Much like Mountain View, Los Altos, and Ventura, El Cerrito has, up until this point, trusted Flock. And yet, Flock has betrayed the trust of El Cerrito already. Flock has repeatedly failed to live up to its promises, not just to El Cerrito but to many California cities. And, when Flock fails to live up to its promises it violates the ALPR Privacy Act. Renewing any contract with Flock opens up El Cerrito to legal liability for violating the ALPR Privacy Act.

The Flock Contract And El Cerrito's Current Acceptable Use Policy Are Inadequate to Protect Our Data

El Cerrito's prior contract with Flock enabled out-of-state agencies to access ALPR data through Flock's National Lookup Network feature. According to Flock, El Cerrito's revised contract no longer includes this feature. However, El Cerrito's current revised contract with Flock **does not explicitly state this feature has been disabled**. And, as Ventura County found out, even when such a feature is deactivated, it can, apparently be reactivated by a bug in the Flock system. Further,Flock has not shown the ability to prevent its National Lookup Feature from being reactivated. https://transparency.flocksafety.com/el-cerrito-ca-pd

Moreover, any contract contemplated between El Cerrito and Flock still enables California law enforcement agencies (322 of them) to access data through Flock's 1:1 data sharing feature. *Javorsky et. al* emphasizes that the El Cajon Police Department's transparency portal currently shows that "the Flock system shares El Cajon's ALPR data with hundreds of out-of-state law enforcement agencies…and FreeForm audit logs, discussed infra, show that out-of-state law enforcement agencies used that tool to search El Cajon's networks as recently as January 2026."

A quick look at the El Cerrito Flock information page shows that El Cajon is on the list of law enforcement agencies with whom El Cerrito's data can be shared. While the El Cerrito Police Department intends to apply an acceptable use policy in advance of sharing Flock data, its effectiveness is uncertain and relies on an "honor system" approach that does not guarantee that out-of-state agencies will not use it to engage in prohibited activities such as "immigration enforcement, harassment or intimidation, usage based solely on a protected class (i.e. race, sex, religion), (and) personal use." https://transparency.flocksafety.com/el-cerrito-ca-pd

This legal concern is serious. The California State Attorney General's continues legal action against the City of El Cajon for its data sharing breaches. El Cerrito subjects itself to similar risk if it continues its contract with Flock given that El Cerrito cannot adequately control the manner in which its data is used.
https://oag.ca.gov/news/press-releases/attorney-general-bonta-continues-legal-challenge-stop-el-cajon-illegally-sharing

Closing

Renewal of El Cerrito's current contract with Flock poses significant legal risks. El Cerrito should not renew any contract with a company that exposes the city to so much legal risk. Flock continues to be unable to show sustained compliance with California law. Use of ALPR cameras under a Flock contract might violate the California Constitution. And, the California State Attorney General is taking action against cities for violating the ALPR Privacy Act. El Cerrito should not renew any contract with Flock; it is too risky to do so.

Sincerely,
Katherine "Rin" Kimsey
Rajan Mutialu

From: [redacted]
To: City Clerk
Subject: [UNKNOWN SENDER] Public Comments 9B - in support of Flock
Date: Monday, May 4, 2026 8:56:48 AM

We are residents of El Cerrito since the early 80's and live on a busy residential street. A few years ago, a Flock camera was installed right across the street from our house. We feel quite lucky and safer with the camera so close to our home.

We strongly support renewing the agreement. We have been victims of home burglary 15 years ago. It was a very traumatic experience for us.

Thank you ECPD for keeping us safer.

Jennifer P.

From: RingCentral
To: Holly Charléty
Subject: New Voice Message from (707) 337-1880 on 05/04/2026 9:40 AM
Date: Monday, May 4, 2026 9:40:36 AM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Voice Message

Dear Holly Charléty,

You have a new voice message:

From:	[redacted]
Received:	Monday, May 04, 2026 at 9:40 AM
Length:	00:38
To:	(510) 215-4305 Holly Charléty

Voicemail Preview:

"Hi, I am Katie Curtis, I am a resident in also. I was calling because I want to oppose the renewal of our contract with Flock. And I was really horrified to hear about flock. And it just feels like a fascist state uses surveillance. We should not be using surveillance. I really care about just anti fascism, but also our vulnerable Community members. I do not trust that that information will not be used to harm them, so please cut ties with flock, thank you."

Listen to this message over your phone or log in to your RingCentral account with your main number, extension number, and password. You can also manage your voicemails in your RingCentral account.

Thank you for using RingCentral!

Hello AI Receptionist (AIR).

AIR turns missed calls into new customers and works with any phone. AIR answers calls, schedules appointments, routes callers, and captures leads. Learn more about how AIR can transform your customer interactions and boost your business growth.**Learn more**

By subscribing to and/or using RingCentral, you acknowledge agreement to our Terms of Use.

Copyright 2026 RingCentral, Inc. All rights reserved. RingCentral and the RingCentral logo are trademarks of RingCentral, Inc., 20 Davis Drive, Belmont, CA 94002, USA.

From: Nicholas Genova
To: City Clerk
Subject: License Plate Reading Camera -9B on City Council Agenda 05/05
Date: Monday, May 4, 2026 11:17:35 AM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Hello El Cerrito City Clerk,

This email pertains to the city council vote regarding whether or not to turn off our license plate reading cameras. As a citizen of El Cerrito, I think they have been a great help solving crimes, particularly matters as significant as a fatal hit and run. Our police should be supported by technology that allows them to expediency handle crimes until they are closed out with as much evidence as possible, and the license plate reading cameras are an important tool to address these matters in a cost effective manner.

If you need more information, please don't hesitate to contact me.

Best Regards,

Nicholas Genova
[redacted]

From: jan bridges
To: Gabe Quinto; rsaltzman@el-cerrito.gov; City Clerk; Gabe Quinto; Rebecca Saltzman
Subject: Agenda item 9B May 5
Date: Monday, May 4, 2026 11:33:20 AM

Caution! This message was sent from outside your organization. Allow sender | Block sender

I would like to endorse the continuation of the FLOCK program in El Cerrito.
Most of our adjacent cities are using the program. We have had wonderful community outreach from our public safety department to address concerns, albeit only about 20 residents attended. It was reassuring to hear that there has been little information sharing to Federal agencies, which I too, would find alarming.
I am aware we have had significant arrests, thus far, since we have had FLOCK.
It is of immense benefit in deterring crime, solving hit and runs (which seem to be very prevalent these days), and keeping the bad guys out of El Cerrito.
I am sure a case could be made that it may decrease a certain amount of investigative work for our public safety staff.
The fiscal impact of the program may be somewhat minimized by a certain amount of funding from the COPS program.
Please vote to fund and continue the use of the FLOCK program.

From:	Jegath Geronimo
To:	City Clerk
Subject:	[UNKNOWN SENDER] El Cerrito Residents Urge City Council to vote NO on renewing Flock contract
Date:	Tuesday, April 21, 2026 5:38:55 PM
Attachments:	ElCerritoResidentsLetter_NOFLOCK_04-21-26.pdf

Hello,

Concerned residents of El Cerrito urge you to vote NO on the contract to renew Flock safety. A neighbor submitted this letter last Friday but even more residents have now signed on in opposition to Flock surveillance in our neighborhoods. We wanted to send you this updated letter (attached) for your consideration. Thanks!

Best regards,
Jiggy Geronimo
Resident of El Cerrito - near Castro Park

Public Comments – Agenda Item #8A (Flock Contract)

To: El Cerrito City Council <cityclerk@elcerrito.gov>
From: Concerned Residents of El Cerrito
Re: Public Comments – Agenda Item #8A (Flock Contract)

We are your neighbors and constituents. We have come together in the last year out of a common and urgent concern to protect our democracy from the obvious authoritarian threats at the national level, and to maintain and protect our local community. This is a time when local governance can really make a difference in light of dangers at the federal level. Your job is so important, as are our voices. We write regarding the El Cerrito Police Department's proposal to renew the contract with Flock for license plate surveillance.

We urge you: **on April 21, do not vote to renew the Flock contract.** We think that after hearing from your community as well as perhaps, outside and unbiased experts, you will choose not to renew the contract. However, the first step is to require more consideration. On April 21, give yourselves and us more time by not voting to renew the contract.

Legal and Financial Concerns

Across the country, community members and experts are raising alarms about the integrity of Flock as a company, the security of their cameras, the inability of municipalities to protect their local data from federal agencies, and many documented misuses of the technology.

For example, as described by Police Chief Keith and detailed in the Complaint in the lawsuit currently pending against Flock Group Inc. in the Northern District of California at paragraph 115, El Cerrito's data was released to two federal agencies AFTER Flock assured El Cerrito that its settings prevented just such a release. **These breaches violated California law.**

Cities across the Bay Area — including Mountain View, Richmond, and Santa Cruz — have paused the use of Flock or even cut ties with the company after learning that **license plate reader data was illegally shared** with law enforcement agencies outside of their jurisdictions. These cities are part of a nationwide trend including Eugene, Oregon; Olympia Washington; and Ithaca, New York.[1]

[1] See deflock.org for a complete list of U.S. communities that have parted ways with Flock.

Flock raises serious constitutional questions at the State and Federal level. The City of San Jose, its Mayor, and its Police Chief have been sued by SIREN and CAIR in Santa Clara County Superior Court in a lawsuit alleging San Jose's use of Flock cameras is unconstitutional under the Constitutions of California and the United States. El Cerrito can ill afford the risk of continuing to use Flock cameras should their use be found to be unconstitutional.

At least one court has held that Flock camera data is a public record subject to public records requests [2], and, that ruling caused at least one city to deactivate its Flock cameras in part due to fear of the costs of responding to public records requests. It was also a public record request that led Mountainview to shut down their Flock cameras.[3] As public concern about the use of Flock grows, El Cerrito can expect public records requests that will be expensive to respond to or fight. This technology opens El Cerrito to lawsuits and costs that will undermine the diligence you have done to return El Cerrito to a sound financial condition.

The City Council has worked hard to put the City on a firm financial footing. Do not put that stability at risk by continuing to contract with a company that exposes us to these risks.

Flock is an untrustworthy vendor

There is mounting evidence that the company's privacy practices pose serious risks to civil liberties: Flock has provided ICE with data despite sanctuary policies[4], stolen millions of data points, and its CEO is well-documented for lying to communities.[5] Flock stores info in a searchable database, allowing for unethical real-time and historical tracking of residents.[6]

Youtubers have accessed Flock-provided cameras.[7] Flock wants people to think that it is a reliable technology company that partners with local governments and municipalities to make them safer. However, experience has shown that they cannot keep the information they collect private, they have repeatedly allowed information to be shared when it should *not* be, and their

---

[2] https://www.king5.com/article/news/community/facing-race/washington-immigration/everett-shuts-down-flock-cameras-judge-rules-footage-public-record/281-53d8693e-77a4-42ad-86e4-3426a30d25ae

[3] https://therecord.media/california-city-turns-off-flock-cameras-unauthorized-sharing

[4] https://immpolicytracking.org/policies/reported-ice-accessing-flock-automated-license-plate-reader-cameras-via-local-law-enforcement/

[5] https://www.aclu.org/news/privacy-technology/flock-ceo-goes-ballistic

[6] https://data.aclum.org/2025/10/07/flock-gives-law-enforcement-all-over-the-country-access-to-your-location/

[7] https://www.youtube.com/watch?v=uB0gr7Fh6lY

equipment is vulnerable to use by anyone with fairly limited skills. Their cameras have been shown to be easily hackable, in which case *anyone* can then access the data being collected.

El Cerrito cannot afford to partner with a company that is so unreliable. City Council and the police department have worked hard to reduce crime in El Cerrito and keep us safe. Flock has repeatedly violated the trust that you have placed in it.

Uphold sanctuary and justice

El Cerrito is a sanctuary city, and Chief Keith says he fully intends to uphold that our police department does not collaborate with ICE. We are proud of our city's policy and grateful for leadership that upholds it. However, due to Flock's repeated failures and a system that incentivizes sharing of data, ECPD cannot ensure that our data stay within the areas they specify. **ICE, Secret Service, and The U.S. Navy all confirmed access to Flock's network** in October, 2025.[8]

Further, under the Foreign Intelligence Surveillance Act (FISA) of 1978, a federal court (called a FISA Court) may authorize warrants to collect information *without* any public record. These warrants are executed without any knowledge of the public. Only the number of warrants issued must be reported. Because Flock maintains El Cerrito's data on its servers, outside of El Cerrito's control, El Cerrito's Flock data could be the subject of a FISA warrant, and El Cerrito would never know. Flock has no obligation, in fact, is likely specifically prohibited from informing El Cerrito about such a warrant.[9] Thus, **once any data has been collected, it is fundamentally out of El Cerrito's control and subject to being used by a wide variety of Federal and State government agencies without El Cerrito's knowledge**.

In the March 10 community meeting that we attended, Chief Keith twice gave the example of medical data, saying basically that technology is everywhere; it's like medical data: "You just kind of trust that people are using your data correctly." This comparison is problematic: the business model of a medical data system is to store and transfer personal data securely, whereas Flock's business model is to collect and share data **for the purpose of surveillance**.

These are just some of the concerns we have about Flock and its contract with El Cerrito. We are sure you agree that, at a minimum, this information warrants further research and listening.

---

[8] https://www.business-humanrights.org/en/latest-news/usa-flock-safetys-alleged-involvement-in-mass-surveillance-by-federal-agencies-raises-privacy-and-due-process-concerns/

[9] https://en.wikipedia.org/wiki/Foreign_Intelligence_Surveillance_Act

You deserve time to listen to your constituents on this issue and give real consideration of the risks to the City and its citizens – from financial, to legal, to personal.

Can we count on you to take the time to consider this concerning information about Flock, hear your constituents, and make a decision that takes into account the current federal threats and our city's needs?

Signed:

El Cerrito Residents:

1. Katherine "Rin" Kimsey
2. Cindy McPherson
3. Tova Feldmanstern
4. Rebecah Kenny
5. Chris Rodriguez
6. James Ryder
7. Talia Davidow
8. Kristin Sangren
9. Eileen Hazel
10. Suzanne Balmaceda
11. Anna Lui
12. Katherine Bierce
13. Benjamin Pauw
14. Lily Virginia Kasir
15. Amelia Schmale
16. Rev. Joanna Lawrence Shenk
17. Ada Fung
18. Jiggy Geronimo
19. Gigi Singer
20. Purnell Davis III
21. Leah Jarvis
22. Katie Sell Fournier
23. Greyson Conant Brooks
24. Marguerite Owsley
25. Lisa Zimmer-Chu
26. Jegath Geronimo
27. Kyle Geronimo
28. Sonha Nguyen
29. Benjamin Emmert-Aronson

30. Yvan Iturriaga
31. Rachel Zuraw
32. Rhaiany Leon
33. Avra Goldman
34. Fatemeh Mizbani
35. Sherry Drobner
36. Katherine Plambeck
37. Dora Medrano Ramos
38. Jenn Tran
39. Ry Crawford
40. Leah Anne Carroll
41. Jacob Emmert-Aronson
42. Danielle Sheppard
43. Walter S Linsley
44. Shanti Leon Guerrero
45. Marie Arthur Eggebroten
46. Megan Steffen
47. Faisal Malik
48. Matthew Solomon
49. Katherine A Logan
50. KJ Dahlaw
51. Sonja Hernandez
52. Jennifer Chapman
53. Gretchen Singer
54. James Brown
55. Matt Dexter
56. janette Staubus
57. Vivien Wallis
58. Katie Fournier
59. Nick Fournier
60. Brianna Fairbanks
61. Rose M Stamm
62. James Coates
63. Sietse Braakman
64. Laura Palin
65. Tom Parks
66. Andrew Saelin
67. Holland Sherba

68. Elizabeth Magana
69. Olivia Liang
70. Louise B Halsey
71. Angelina Bustos
72. Monserrat Palabrica
73. Rebecca Rice
74. Katy Bruening
75. Eleonor Palabrica
76. Sewellyn Kaplan
77. Inca Arechiga
78. Ethan Smith
79. Allie Kregness
80. Beth Sauerhaft
81. Maggie Feuchter
82. Sandra Davis
83. Janet Evelyn Carter
84. Chelsea Walton
85. Leah Sanchez
86. Olesia Gordynsky Castuera
87. Yuko Matsumoto
88. Larry Mitchel
89. Victoria Yager
90. Eileen Hazel
91. Simrun Dhoot
92. Jenny Stevenson
93. Kimberly Theurich
94. Michael Balmaceda
95. Eric Lawrence Shenk
96. Serena Fisher
97. Leslie Adams
98. Kathleen Mascarenhas
99. Linda Novick
100. Anna Salnikova
101. Boris Krasnoiarov
102. Claire Levay-Young
103. Amber McChesney-Young
104. Rebecca Raikow
105. Steve Raikow

106. Berenice Monroy
107. Katherine Burgess
108. Radhika Gundechia
109. Megan Quirolo
110. Marcia Simonson
111. Donald Simonson
112. Christine W Dexter
113. Brittany Wheeler
114. Shaulnie Mohan
115. Melanie Proctor
116. Ryan Ansley
117. Jacqueline Lasahn
118. Mark Elson
119. Elizabeth Char
120. Zeid Arnaout
121. Mitch Stoltz
122. Walla Oriqat
123. Catherine Batacan
124. Vanessa Warheit
125. Kalsoom khan
126. Rafiq khan
127. Nina Joe
128. Oren J. Sofer
129. Gayle Greene
130. Ryan Ismail
131. Tiffany Santana
132. Marcie Holmes-Novosel
133. Darris Thomas
134. Henry Obermayer
135. Christina Gargiullo-Silva
136. Judith Green
137. Dashal Moore
138. Nicole Betenia
139. Nancy Kron
140. Eliza Stuber
141. Rebecca Jean Alaly
142. Ennis Mcainerny
143. Andrea Nelson

144. Jorien Campbell
145. Amalia Mariño
146. Rosalyn Fei
147. Leta Negandhi
148. Chris Ladd
149. Sherri Reeves
150. Ada Fung

Non-Residents:

1. Amanda Ng
2. Charlotte Pratt
3. Maybelle Miranda
4. Sam Holtzman
5. Rev. Deborah Lee
6. Katharine Bierce
7. Haiganoush Preisly
8. Jeremiah Maller
9. Barry Preisler
10. Peter Bernhardt
11. Ashley James
12. Jennifer Krishnan
13. Sarah Ross
14. Nissa Brehmer
15. Melissa Hamel
16. Tamiko Panzella
17. Blanca Alicia Ornelas
18. Kathryn Collett
19. Anne Marie Falge
20. Sandy Park
21. Erica Sigal
22. Alex Tananbaum

From: Willie Green
To: City Clerk
Subject: Support for El Cerrito PD Flock Use from STIIIZY El Cerrito
Date: Monday, May 4, 2026 12:43:25 PM
Attachments: Outlook-jwdonxqh.png

Caution! This message was sent from outside your organization. Allow sender | Block sender

To whom this may concern,

My name is Willie Green, and I'm the current GM of STIIIZY El Cerrito.

I'm writing this email regarding the El Cerrito Police Department's continued use of the FLOCK license plate reader system. We are greatly appreciative of the El Cerrito PD's use of FLOCK, as we are a cash-heavy business that has been broken into previously. Used appropriately, I believe that FLOCK can be a great tool for our community, so on behalf of STIIIZY El Cerrito, a staple of this community, I am voicing my support for the team.

Best regards,

INFLUENCE · INSPIRE · INNOVATE
STIIIZY
EST. 2017

Willie Green
General Manager at
STIIIZY El Cerrito
(415) 417-7222
STIIIZY, Inc.
www.stiiizy.com
LinkedIn

From: [redacted]
To: City Clerk
Subject: Re: ECPD flock support letter
Date: Monday, May 4, 2026 1:44:54 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

To the City Clerk of EL Cerrito, my name is Daniel Pryde one of the owners of Pastime Hardware in EL Cerrito. I'm writing to you to voice our vociferous support of the ECPD Flock camera program. As a long standing member of EL Cerrito's business community we want The City to continue their contract with Flock. We as members of EL Cerrito need to support the Police department and give them all the necessary tools to help them protect our citizens and to give them the information to help solve crimes. The cameras do just that, they are a proactive crime deterrent while also giving our officers a real time alert to activity in our city. It has shown that cameras like the Flock system reduce crime while also providing a sense of security to all members of EL Cerrito. The City's rationale that the cameras are an invasion of privacy really holds no water. The cell phones in every ones pockets including every city official are far more invasive to personal privacy than the flock cameras ever will be, but you don't see city officials wanting to ban cell phones. We at Pastime Hardware implore the City of EL Cerrito to renew the Flock contract and continue to keep the citizens of our city safe and secure.

Best Regards,
Daniel Pryde
Owner, Pastime Hardware

Additional Public Comments posted 5/5/2026 AM

From: Ryan Thissen
To: City Clerk
Subject: Public Comments – Agenda Item #9B
Date: Monday, May 4, 2026 3:40:58 PM

Caution! This message was sent from outside your organization.

Hello,

This comment is related to City County Agenda Item 9B. As an El Cerrito citizen, I believe the Council should vote in support of adopting the resolution to fund the license plate reading cameras. These cameras can notify our officers of high-risk vehicles on our streets, allowing them to make safer and more informed responses to these vehicles, ultimately increasing the safety of our officers and increasing the chance of getting these high-risk vehicles off the road.

Best,
Ryan Thissen

From: Sheriff Demetri
To: City Clerk; Paul A. Keith
Subject: Flock Cameras
Date: Monday, May 4, 2026 4:25:44 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

To Our City of El Cerrito and Chief Keith

I am writing on behalf of El Cerrito Honda a longtime suporter of El Cerrito residents — to voice our strong support for the renewal of the city's Flock Safety camera program. I respectfully ask that this letter be entered into the public record and shared with the Mayor and City Council ahead of any vote on this matter.

As a business that operates daily on San Pablo Avenue, we see firsthand how public safety conditions affect our employees, our customers, and the broader business community that funds a substantial portion of the city's general fund. Auto theft, catalytic converter theft, vehicle break-ins, and organized retail crime are not abstract issues for us; they are real costs we absorb in insurance premiums, security investments, and lost productivity. They also directly affect whether customers feel safe coming to El Cerrito to shop, dine, and do business here rather than in neighboring cities.

The Flock automated license plate recognition program has been a meaningful tool in helping the El Cerrito Police Department respond to and solve these crimes. The visible presence of the cameras serves as a deterrent at the I-80 entry and exit points and along our commercial corridor, and the investigative leads they generate help officers recover stolen vehicles, identify suspects, and respond to Amber and Silver Alerts faster than would otherwise be possible. In our city and neighboring cities, the same technology has contributed to arrests in violent crime cases and to the recovery of stolen property that would otherwise be lost. It allows the police to stop crime in progress instead of investigating the aftermath.

I understand and respect the concerns some residents have raised about privacy and data use. Those concerns deserve thoughtful answers, and the existing program already addresses many of them through limited retention windows, restricted access, and audit logging. If additional safeguards would strengthen community trust, we support refining the policy — but ending the program entirely would be a step backward for public safety and for the business climate that supports El Cerrito's tax base.

El Cerrito Honda is proud to be part of this city. We employ local residents, we contribute significantly to sales tax revenue that funds public services, and we have a direct interest in keeping our community safe and thriving. On behalf of our team, I urge the Council to renew the Flock Safety program.

Thank you for your time and for your continued service to El Cerrito.

From: [redacted]
To: City Clerk
Cc: [redacted]
Subject: [UNKNOWN SENDER] Flock Camera Vote
Date: Monday, May 4, 2026 5:10:15 PM

To City Council Members,
I will attend the meeting on May 5th but as a 25 year resident of El Cerrito and a home owner, I feel compelled to contact you in advance of the meeting, given that I will likely only have one minute for a public comment. I urge you to VOTE NO on the renewal of the Flock camera contract and to reject consideration of any type of surveillance cameras on our city streets.

Please review the letter sent to you from the ACLU that I just read. It succinctly and factually explains the hazards of said cameras and how they do not actually decrease crime. It further discusses breaches in the system, including by law enforcement. California agencies have access to our Flock camera information. It only takes one person with access to pass on information to agencies not entitled to it, such as ICE, Homeland Security and the DOJ.

We are living in an extremely dangerous political climate, with a Federal government that overtly and proudly disregards the law. It is even possible that a MAGA Republican could become the next governor of our state, with all the power that implies. We must stand strong against tyranny at every level of government and work to protect our residents from wrongful stops by law enforcement and the likely chance that the information will reach the desks of those who want a White Nationalist regime to permanently control this country. They can use federal laws to secretly subpoena El Cerrito Flock camera recordings and we will never know about these breaches.

This is one of the most important decisions you may have to make as a City Council member. Please vote to protect El Cerrito residents and visitors from another layer of surveillance that can lead to oppression.
Sincerely,
Judith Green
[redacted]
El Cerrito, CA 94530

From: K Kimsey
To: City Clerk
Subject: Public Comment Agenda Item 9B Flock
Date: Monday, May 4, 2026 5:31:03 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear El Cerrito City Council,

I urge you not to renew any contract with Flock. Flock has proven itself over and over to be an unreliable contractor. They "make mistakes" that cause our data to be sent to Federal agencies in contravention of California law. They have no plan to prevent mistakes like that in the future.

Do not risk our safety for a small marginal gain in crime closure rates that cannot be proven. The El Cerrito Police Department can solve crimes without Flock. And, we will all sleep easier at night knowing that El Cerrito has done its part to prevent our data from being shared. Do not vote to renew any contract with Flock.

Best,
Rin

Get Outlook for iOS

From:	[redacted]
To:	William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Cc:	City Clerk
Subject:	DO NOT RENEW the Flock Contract (or initiate a new one)
Date:	Monday, May 4, 2026 5:51:52 PM

Dear Council Members and City Clerk,

I was with you at the last City Council meeting, and am grateful for the time you took to listen to concerned community members, including myself. As a faith leader I am imploring you to make the moral choice, and in these times of rising authoritarianism, to protect El Cerrito from techno-fascist mass surveillance. Please do not renew the Flock contract or initiate a new contract.

Although I'm sure you've heard from many in the business community about their support for Flock cameras, I ask you as elected leaders to make your choice based on the well-being of all, especially those who are most vulnerable. I ask you to make the wise and courageous choice to turn off the Flock cameras now and reassess their usefulness once more privacy protections are in place and when our federal government is not acting in violent and vindictive ways towards citizens and community members who challenge their fascist ideology due to their gender identity, race, documentation status or political commitments.

El Cerrito is not alone in making this moral choice. I implore you to join over 70 other cities who have already acted for the protection of their community in this way.

This are unprecedented times, and I ask you as leaders to rise to the challenge and lead with moral clarity.

Thank you,
Joanna

[redacted]
El Cerrito

Rev. Joanna Lawrence Shenk
Associate Pastor, [redacted]
Unceded Ohlone homelands
[redacted]
(she/her)

Front Light co-host, the podcast of Mennonite Action

Author of "The Movement Makes Us Human: An Interview with Dr. Vincent Harding on Mennonites, Vietnam, and MLK."

"You'll be free indeed, not when your days are without a care, nor your nights without grief, but rather when these things bind up your life, and yet you rise above them, unbound." -Kahlil Gibran

I answer emails Tuesday-Friday, rarely Saturday and Sunday, and (almost) never on Monday.

From: [redacted]
To: City Clerk
Subject: Flock contract - oppose the renewal
Date: Monday, May 4, 2026 6:03:24 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

To whom it may concern,

As a citizen of El Cerrito, I wish to express my opposition to the renewal of the Flock contract with the City which is item 9B on the agenda. I believe that any positive value of the use of these cameras is more than outweighed by the potential misuse of the data collected by the cameras. Please pass on my concern to all city council members. I have previously emailed each one individually.

Thank you,
Jim Coates
[redacted] El Cerrito, CA 94530

From: [redacted]
To: City Clerk
Subject: Comment for agenda item #9B (Flock surveillance cameras)
Date: Monday, May 4, 2026 6:16:47 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Hello,

I'm an El Cerrito homeowner and resident and I am strongly opposed to the city renewing its contract with Flock because the risk of abuse of the system and the potential violations of privacy are too great. The federal government and many states are becoming increasingly authoritarian and seeking to restrict the rights and free movement of Americans. The surveillance data that is created and stored in Flock is a dangerous tool that risks being weaponized for this purpose. Many marginalized groups, including racial and ethnic minorities, trans people, and religious minorities are at risk of being profiled and having their movements tracked. As a sanctuary city, El Cerrito has a particular responsibility not to share the movements of immigrants with agencies like ICE and Border Control which seek to do them harm. As a more general concern, while I expect to give up some privacy when out and about in public, I do not consider it reasonable to be under continuous AI surveillance, which feels like the slippery slope that Flock is taking us down. Systems like this - and the data they collect - take on a life on their own and easily expand from their original purpose.

Regardless of the value of license plate readers in the abstract, Flock in particular is not a trustworthy partner. Time and again they have allowed federal and out of state agencies, including ICE and Border Patrol, to access the Flock data of California municipalities against those municipalities' wishes. Their business model is built around providing the most data to the most agencies, and so they will always be incentivized to find ways to share El Cerrito's data, regardless of what the city and its residents want. Any increases in privacy controls have come not from Flock's own initiative but in response to public pressure, government investigations, and customer cancellations. I worked at a software company that built tools for local governments to manage public records requests - I take the responsibility of handling people's personal information incredibly seriously while also having an insider's sympathy for the challenges and good faith errors that can arise when building software for this purpose. Flock has demonstrated over and over again that they are not acting in good faith and do not prioritize privacy and security, making further use of their cameras too great a risk to El Cerrito residents.

Thank you,
Rachel Meresman
[redacted],
El Cerrito, CA 94530

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: Public comment - agenda item #9B - DO NOT RENEW the Flock contract
Date: Monday, May 4, 2026 6:19:29 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*
Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Talia Davidow

From: No Reply
To: City Clerk
Subject: Public Comment Submission
Date: Monday, May 4, 2026 6:59:32 PM

This sender is trusted.

Submitted by: Nakiesha Koss
Email Address: [redacted]

Commented on event: https://elcerritoca.portal.civicclerk.com/event/921/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Dear El Cerrito Councilmembers, My 8-year-old daughter and I live just up the hill from the Del Norte BART. We LOVE the vibrant community here and understand that functional, thriving communities require reciprocity: We cannot passively benefit, but are called to contribute by looking out for our neighbors in big and small ways every day. I attended Chief Keith's community meeting in March, where he said he trusts Flock to deliver on commitments to safety and security. He has confidence in them. I don't. But honestly, it doesn't matter. It doesn't matter what parameters ECPD sets. It doesn't matter if we're ONLY sharing to 322 California municipalities. It doesn't matter if Flock somehow manages to create a system that works exactly and only as expected. As long as El Cerrito has a contract with Flock, its surveillance data is readily available to all federal agencies — including ICE — through the Foreign Intelligence Surveillance Act (aka FISA). FISA Courts authorize warrants to collect information without any public record. Such a warrant would be served to Flock or its cloud host. El Cerrito would not be informed. So for example, if (or when) a federal agency accesses the location of a license plate last Monday at 8:15am. And also last Tuesday at 8:15am. And last Wednesday. And last Thursday. And Friday. And when that information reveals a behavioral pattern, this license plate stops near Kearny St and Stockton Ave. on weekday mornings. If (or when) they collect that… if (or when) they use that information to target not a license plate, but a mother from our community dropping her 8-year-old off at Fairmount Elementary School… if (or when) that happens, the parameters don't matter. The issue is not how secure ECPD thinks our data is. Our community — in this Sanctuary City, within this Sanctuary State — is at risk simply because it is being collected. Councilmembers: This is your community, too. Take good care of your neighbors. DO NOT renew the FLOCK CONTRACT and fast-track the removal of the FLOCK CAMERAS in El Cerrito. All the best, Nakiesha Koss

From: Brian
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: Public comment - agenda item #9B - DO NOT RENEW the Flock contract
Date: Monday, May 4, 2026 7:03:32 PM

Dear El Cerrito City Council members,

Allow sender | Block sender

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
-Brian Fogg
(El Cerrito resident)

From: No Reply
To: City Clerk
Subject: Public Comment Submission
Date: Monday, May 4, 2026 7:05:06 PM

This sender is trusted.

Submitted by: Jennifer Patchen
Email Address: [redacted]

Commented on event: https://elcerritoca.portal.civicclerk.com/event/921/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Jenny Patchen [redacted] El Cerrito, CA 94530 May 4, 2026 El Cerrito City Council 10890 San Pablo Avenue El Cerrito, CA 94530 Re: Please vote NO on the proposed Flock Safety agreement Dear Mayor and Councilmembers, I am writing to urge you to vote no on the proposed resolution authorizing the City Manager to enter into a three-year agreement with Flock Safety for license plate reading cameras at a cost not to exceed $315,000. I recognize the importance of public safety and the difficult work of the El Cerrito Police Department. But automated license plate reader systems raise serious privacy, civil liberties, oversight, and fiscal concerns that have not been adequately resolved. A citywide network of cameras that records the movements of residents, workers, visitors, and passersby is not a narrow public safety tool. It is a form of mass location surveillance. The issue is not only whether the cameras can help in some investigations. The question is whether El Cerrito should normalize the continuous collection of vehicle-location data on everyone, including people who are not suspected of any crime. That tradeoff deserves a much higher standard of necessity, transparency, and accountability than this proposed agreement appears to provide. I am especially concerned about the following: First, license plate reader systems collect sensitive location data. A person's vehicle movements can reveal where they live, work, worship, seek medical care, attend school, visit family, or participate in political or community activity. Even when the stated purpose is crime prevention, the underlying data can be highly revealing. Second, Flock's own policies allow for disclosure of license plate reader data in response to legal process and in other circumstances the company deems reasonably necessary. That means local assurances about limited use may not fully control how data is accessed, preserved, or disclosed once it is part of a vendor-managed surveillance platform. Third, regional and national data-sharing practices can expand the practical reach of these systems far beyond the local purpose originally presented to residents. El Cerrito should not enter or renew a long-term agreement unless the City can guarantee strict limits on sharing, retention, auditing, immigration-related use, and secondary uses. Fourth, the cost is substantial. A commitment of up to $315,000 over three years should be evaluated against other public safety investments that do not require mass surveillance, such as traffic safety, violence prevention, youth services, street lighting, community-based response, emergency preparedness, and investigative staffing. Finally, public trust matters. Residents should not be asked to accept a surveillance system first and debate safeguards later. The City should not approve this agreement unless there is clear, enforceable policy language adopted by the Council, independent oversight, public reporting, short retention limits, audit logs, penalties for misuse, and a demonstrated showing that the benefits outweigh the harms. For these reasons, I respectfully ask the Council to vote NO on the proposed Flock Safety agreement. At minimum, the Council should decline any three-year contract and require a separate public

process to evaluate whether this technology is truly necessary, whether less invasive alternatives exist, and whether legally binding safeguards can be adopted before any further use (although I would offer a contract is only as good as our ability to enforce it, which in this case is demonstrably limited from the example of other cities). El Cerrito should prioritize safety, accountability, and civil liberties together. Approving this agreement would move the City in the wrong direction. Sincerely, Jenny Patchen

From:	Leah Jarvis
To:	William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger; City Clerk
Subject:	Public comment - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Monday, May 4, 2026 7:43:40 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear El Cerrito City Council members

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

As the parent of a young boy of color I worry a lot about the way that surveillance and racial profiling is used constantly against people of color, including kids and I'm deeply uncomfortable knowing that El Cerrito has a contract with Flock.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends.*

Thank you for your consideration.

Leah Jarvis

From:	Shaulnie Mohan
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	Subject: Public comment - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Monday, May 4, 2026 7:47:27 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

I want to understand who paid you to push the flock contract forward. As far as I can tell, the streets of El Cerrito are not riddled with crime. As Fascism creeps into America, it boggles my mind that a liberal town in California would think that Mass surveillance is a good idea.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

There's literally articles that they are live streaming the inside of children's daycare, care centers, and pool facilities. Do you think the children are safer when images of them and videos of them can be uploaded directly onto the dark web? At what point do you think you'll personally be held liable?

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends." this means you're handing our information directly to the Gestapo.*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
S. Mohan, MD

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comment - agenda item #9B - The Flock system does not benefit El Cerrito residents
Date: Monday, May 4, 2026 8:11:45 PM

Dear El Cerrito City Council members,

Apologies for the double email, but I realized I need to put the agenda item in the subject line to have my email counted as a public comment. This issue is very important to me and although I can't attend the city council meeting because I have covid, I want to make sure my concerns are taken into account.

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,

Eva Short

[redacted]
El Cerrito, CA 94530

From:	Tallis Moy
To:	City Clerk
Subject:	[UNKNOWN SENDER] Public Comments -agenda item #9B
Date:	Monday, May 4, 2026 8:47:12 PM

Hello,

My name is Travis Moy. I live in El Cerrito near El Cerrito Plaza. I'm writing to encourage the city to not renew our contract with Flock. I have written a previous comment in the last meeting in which it was discussed which also expressed my opposition. This is mostly a repost of that one, since the issue at that meeting was deferred until the meeting on the 5th..

I am not in principle opposed to public cameras and license plate readers, but do not believe Flock to be a trustworthy company, because of the lawsuit against Flock in SF which alleges that the SFPD's data was shared, against policy, with the federal government. While the statements made when El Cerrito's data audited purport that the data leakage to the US Postal Service was fixed, with the ongoing lawsuits, I simply do not trust Flock.

I would also like to note that Mountain View has declined to renew their Flock contract. If we do not renew it will not be the first city which has done so.

If in the future these lawsuits are resolved favorably I would not necessarily be against giving Flock a new contract at that time, but feel that as of now El Cerrito should not renew the contract.

Thank you,
Travis Moy

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Agenda item #9B: Please do *not* renew the Flock contract
Date: Monday, May 4, 2026 9:09:10 PM

Dear Mayor and City Council members,

I am an El Cerrito resident writing to urge you to **not** renew the city's contract with Flock. I am especially concerned that this system creates a standing surveillance infrastructure that can be misused in ways that conflict directly with El Cerrito's values as a **sanctuary city**.

Flock creates risks that local policy cannot fully control.

Even though El Cerrito intends to use license plate readers only for limited public-safety purposes, the data do not remain purely local in practice. California law prohibits sharing ALPR data with federal or out-of-state agencies, yet **reporting has shown repeated violations across the state**, including searches performed for ICE and CBP. Flock itself has acknowledged the need for new safeguards after federal access concerns. That history should make us skeptical of assurances that "better settings" will be enough.

El Cerrito has already experienced improper access.

ECPD's own review found that after El Cerrito's cameras were installed, out-of-state and federal agencies were able to search El Cerrito license plate data, including the FBI, ATF, GSA, the Office of Inspector General, and the National Park Service. Later incidents involved the U.S. Postal Inspection Service and Veterans Affairs Police. I appreciate the Department's disclosure, but the lesson is not that the system is now fixed; it is that **this technology creates failure modes the city did not anticipate and residents did not consent to**.

Flock is incompatible with sanctuary-city commitments.

A sanctuary city should not maintain infrastructure that can help federal immigration enforcement track residents' movements, even indirectly through another agency's request. That concern is particularly urgent under a Trump administration that has repeatedly tested legal limits in immigration enforcement, and has been found by courts to have violated orders in numerous cases. While the federal government is willing to play loose with legal constraints, **El Cerrito should reduce the data available for misuse, not expand or renew it**.

Community trust matters more than this tool.

The question is not whether Flock might help in some investigations. The question is whether the benefit justifies building **a citywide vehicle-tracking network that can chill movement, endanger immigrant residents, and erode trust in local government.** For a sanctuary city, the answer should be **No**.

Please vote to **not** renew the Flock contract, and instead prioritize public safety approaches that protect privacy, civil liberties, immigrant safety, and community trust.

Respectfully,

Aaron E Cohen
[redacted]
El Cerrito, CA 94530

From: [redacted]
To: City Clerk
Subject: Comment for agenda item #9B (Flock surveillance cameras)
Date: Monday, May 4, 2026 9:16:45 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Hello,

I'm an El Cerrito homeowner and resident and **I am strongly opposed to the city renewing its contract with Flock** because the risk of abuse of the system and the potential violations of privacy are too great. The federal government and many states are becoming increasingly authoritarian and seeking to restrict the rights and free movement of Americans. The surveillance data that is created and stored in Flock is a dangerous tool that risks being weaponized for this purpose. Many marginalized groups, including racial and ethnic minorities, trans people, and religious minorities are at risk of being profiled and having their movements tracked. As a sanctuary city, El Cerrito has a particular responsibility not to share the movements of immigrants with agencies like ICE and Border Control which seek to do them harm. As a more general concern, while I expect to give up some privacy when out and about in public, I do not consider it reasonable to be under continuous AI surveillance, which feels like the slippery slope that Flock is taking us down. Systems like this - and the data they collect - take on a life on their own and easily expand from their original purpose.

Regardless of the value of license plate readers in the abstract, Flock in particular is not a trustworthy partner. Time and again they have allowed federal and out of state agencies, including ICE and Border Patrol, to access the Flock data of California municipalities against those municipalities' wishes. Their business model is built around providing the most data to the most agencies, and so they will always be incentivized to find ways to share El Cerrito's data, regardless of what the city and its residents want. Any increases in privacy controls have come not from Flock's own initiative but in response to public pressure, government investigations, and customer cancellations. I worked at a software company that built tools for local governments to manage public records requests - I take the responsibility of handling people's personal information incredibly seriously while also having an insider's sympathy for the challenges and good faith errors that can arise when building software for this purpose. Flock has demonstrated over and over again that they are not acting in good faith and do not prioritize privacy and security, making further use of their cameras too great a risk to El Cerrito residents.

Thank you,
Sarah Klauer
[redacted]
El Cerrito, CA 94530

Public Comments May 5 – Agenda Item #9B

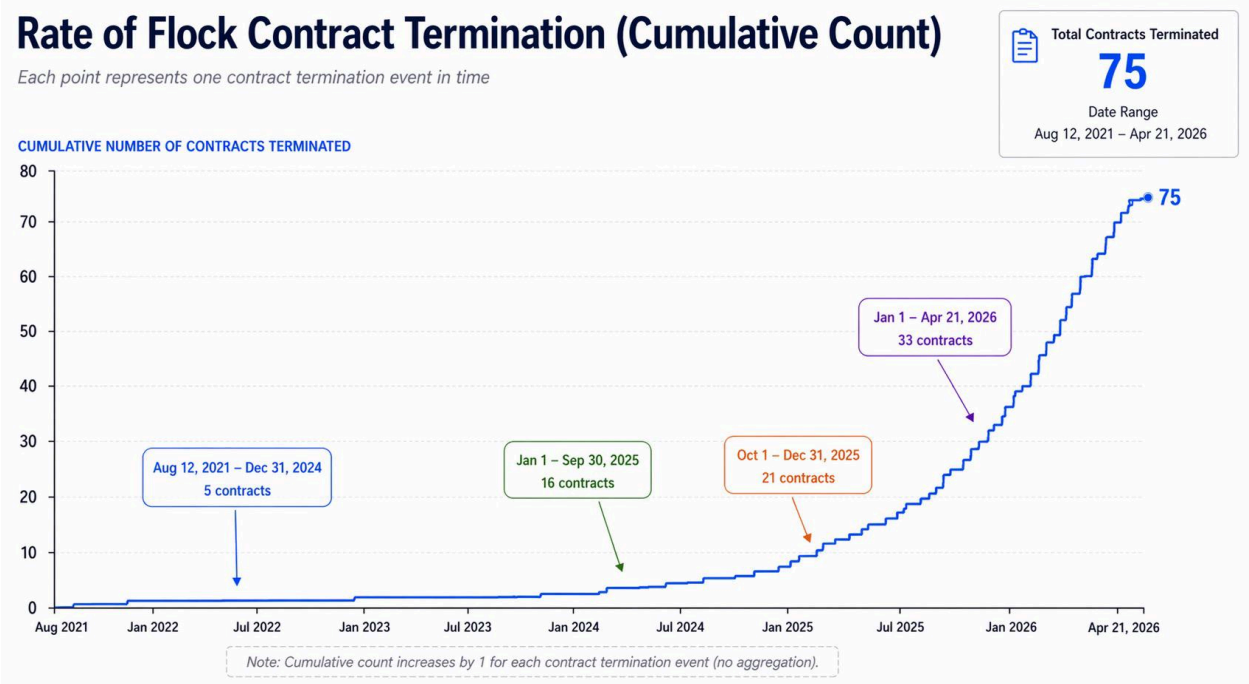
To: El Cerrito City Council <cityclerk@elcerrito.gov>
From: Concerned Residents of El Cerrito
Re: Public Comments – Agenda Item #9B (Flock Contract)

Thank you for taking the extra time to give informed consideration to the question of whether to renew any contract with Flock. **We ask you: Do not renew the contract or enter into any new proposed contract.** Let the current contract expire. El Cerrito has only had this experimental technology for 3 years and the risks to our residents and our city are too great. We will still have red light cameras, businesses will still have their CCTV cameras, and police cars will still be able read license plates. We believe that our police department under the leadership of Chief Keith is sufficiently resourced without the use of this technology.

Flock is an untrustworthy company

- **Security failures** — there have been multiple incidents in which Flock's systems were compromised or left sensitive data publicly exposed, including a January 2026 breach that made live police camera feeds accessible to anyone on the internet, and stolen officer passwords sold on criminal forums.
- **Federal data access** — there are many documented cases in which federal agencies (DEA, ICE, Border Patrol) accessed California cities' Flock data without local knowledge or authorization — through the same network architecture that connects El Cerrito's cameras.
- **Lack of transparency reports** – Major technology companies publish these reports annually to disclose how many times the federal government requested their data under laws like FISA, the CLOUD Act, or National Security Letters. Flock Safety has published no transparency reports of any kind.
- **Deceptive default settings** — Flock's system was designed to enroll agencies in nationwide data sharing in ways many cities, including communities adjacent to El Cerrito, say they did not knowingly authorize. Flock has begun revising these defaults only in response to sustained public pressure, Congressional inquiry, and contract terminations. And, some communities (such as Ventura County) have found default settings "reset" to allow sharing without the community's knowledge. https://www.cbsnews.com/losangeles/news/flock-license-plate-readers-shared-data-with-out-of-state-federal-agencies/. It is clear that Flock's priority is NOT to ensure informed municipal consent.

Last Fall, Oregon Senator Wyden, who negotiated directly with Flock on privacy protections and watched them be circumvented, concluded: **"I now believe that abuses of your product are not only likely but inevitable, and that Flock is unable and uninterested in preventing them."** His recommendation to local officials was unambiguous: remove the cameras. (Wyden letter to Flock, October 16, 2025) Be like Wyden and 74 cities (the exact number fluctuates almost daily, however, the trend is clear) who have terminated or not renewed their contract with Flock.



Flock will release our data

It is clear in our contract that Flock WILL release our data if it's requested – regardless of controls El Cerrito puts into our implementation of the software and regardless of CA state law. Flock will release our data (for example, through FISA) and we won't even know. Relying on what is "legal" is not enough right now when technology for surveillance is growing faster than policies or regulations to implement it safely or responsibly, and most importantly, as Councilmember Salzman stated in the April 21 meeting, "We know that our federal government is not to be trusted." We agree with Councilmember Wysinger's points that, "We are being asked to trust Flock, but these breaches happened in 2023 when we first rolled out… and were only discovered when the City discovered them; that creates a huge amount of distrust…"

The current federal government is dangerous

Our national leaders daily are acting contrary to the Constitution, law, and human rights. We need our local government to do what's in its power to mitigate harm. Upholding Sanctuary – as

El Cerrito does – is one strong way. Listen to your constituents who voiced that maybe we need to let go of something we think makes some of us safer (cameras) right now, because our federal government is so dangerous. We don't know what changes they might make in the next three years that would even further undermine the foundational premise (i.e. the Constitution and our system of laws) our contract with Flock is based on.

Follow The Money

Marc Andreessen is one of the main right wing techno theorists along with Peter Theil (renowned far-right techno fascist). Andreessen and Theil each invested in Flock's latest $275 million "fundraising round" last spring, which rocketed the company Flock surveillance from a neighborhood surveillance manufacturer to a federal dragnet and landed it on the Forbes 100 company's list. https://atlpresscollective.com/2025/06/01/flock-safety-surveillance/. Both Thiel and Andreessen openly question the utility of democracy.

Surveillance technology must be carefully considered and monitored

Public comments from El Cerrito resident Randi Jimenez and the Chamber of Commerce have expressed concern about racial profiling in their public comments to the City Council. Researchers of surveillance trends caution that surveillance infrastructure, once installed, rarely stays within its original purpose; and civil liberties eroded through normalized surveillance infrastructure are extraordinarily difficult to reclaim. We have already seen with Flock that mission or scope creep means they are gradually expanding Flock's tech capabilities to build a multifaceted surveillance system, which is not what clients, like El Cerrito, initially opted into with the first contract. If AI surveillance systems are expanded; if El Cerrito continues to engage Flock technology or another similar vendor, the city cannot promise its residents their data and information will stay safe.

Given all of these concerns and so many more, we ask you, please do not vote to renew any contract with Flock. Heed the concerns of your constituents. Allow El Cerrito to truly be a sanctuary city. Let's continue to rely, as we have done for many years on El Cerritans to keep El Cerrito safe. Do not renew any contract with Flock.

Sources and Further Reading:

https://www.opensecrets.org/orgs/andreessen-horowitz/summary?id=D000047147
https://www.bloomberg.com/profile/company/0276745D:US
https://www.businessinsider.com/flock-safety-alpr-cameras-misreads-2026-3
https://www.mass50501.org/blog/flock-safety-and-the-dangers-of-alpr
https://atlpresscollective.com/2025/06/01/flock-safety-surveillance/

Signed:

El Cerrito Residents

1. Aaron E Cohen
2. Ada Fung
3. Alan Rockefeller
4. Alondra Trevino
5. Amalia Marino
6. Amelia Schmale
7. Aminna Ibrahim
8. Amy Rakley
9. Andrew Raphael
10. Anna Lui
11. Ariel Gold
12. Asali Rasmussen Echols
13. Avra Goldman
14. Ben Emmert-Aronson
15. Benjamin Pauw
16. Beth Sauerhaft
17. Bethany Holmes
18. Brahm Ahmadi
19. Brenda Carter
20. Brendan Harrison
21. Brett K Levay-Young
22. Brianna Fairbanks
23. Brittany Wheeler
24. Candace Dean
25. Carey Stone
26. Catherine Isenberg
27. Charlotte Chang
28. Chelsea Walton
29. Chelsi Sparti
30. Chiara Bonet-Freeman
31. Chris Rodriguez
32. Christa Salo
33. Christian Stalberg
34. Claire Garcia
35. Colin Brady
36. Corin Seguljic
37. Cynthia McPherson
38. Daniel Elkan

39. Daniel Huynh
40. Daniel Prechtel
41. Danielle Leard
42. Dashal Moore
43. David Mandel
44. David Willhoite
45. Dora Medrano Ramos
46. Eddie Chow
47. Eileen Hazel
48. Eleanor Wang
49. Eliza Stuber
50. Elizabeth Woolford
51. Elsa-Jennie Bliss
52. Emily Deckert
53. Emily Kevlin Crossen
54. Eugene H. Robinson
55. Faati Mizbani
56. Forrest Johnson
57. hank yukon
58. Hope Kramek
59. James Brown
60. James Coates
61. James Lastoskie
62. James Ryder
63. James Silvey
64. Jamie McBean
65. Jamie Yang
66. Janaki Silva
67. Jane Andreasen
68. Jason Neumark Mickela
69. Jason Vance
70. Jegath Geronimo
71. Jen McDougall
72. Jennifer Dowdy
73. Jennifer K. Patchen
74. Jesse Jayne
75. Jesus Enrique Buil Macarty
76. Jillian McCoy

77. Jose Umali
78. Josh Buchanan
79. Judith.C. Green
80. Karen Peters
81. Kate Bolton-Schmukler
82. Katherine Curtis
83. Katherine Kimsey
84. Katherine Plambeck
85. Katie Fournier
86. Kristina Garfinkel
87. Kyle Geronimo
88. Larry Mitchel
89. Laurel Ballanti
90. Lauren Arnest
91. Leah Anne Carroll
92. Leah Jarvis
93. Leah Sanchez
94. Liberty Walton
95. Lily Kasir
96. Linda P Milani
97. Lisa Christensen
98. Lose Crawford
99. Mari Toban Blomé
100. Marie Arthur Eggebroten
101. Mark Frischman
102. Mark Hersh
103. Mary T. Curran
104. Matt Richardson
105. Matthew Davis
106. Maya Spark
107. Megan MacMillan
108. Megan Steffen
109. Melanie Proctor
110. Meleah Terheyden
111. Melissa Murphy
112. Mia Parsons
113. Michael Balmaceda
114. Michael DeGroff-Kirchgraber

115. Michael Waxman
116. Michelle Cho
117. Monica Eleanor Hyde
118. Monica Yvonne Padrnos
119. Nakiesha IKoss
120. Nate Schaffran
121. Nick Fournier
122. Nicole Rivera
123. Nina Rizzo
124. Parisa Zamanian
125. Paula Burch
126. Rachel Henderson
127. Radhika Gundechia
128. Randeep Hothi
129. Randy Barrett
130. Rebecah Kenny
131. Rev. Joanna Lawrence Shenk
132. Richard Wolinsky
133. Rivka Weinstock
134. Robert William Crawford
135. Roberto Ortiz-Soto
136. Ruth A Meyers
137. Ry Crawford
138. Ryan Ansley
139. Ryan Manriquez
140. Sabra Stepak
141. Sandy Davis
142. Sara Larsen
143. Sarah Klauer
144. Shanti Leon Guerrero
145. Shaulnie Mohan
146. Sherry Drobner
147. Sietse Braakman
148. Somaia Nassef
149. Talia Davidow
150. The Velveteen Bean
151. Theodore Lam
152. Tiffany Pei

153. Tova Feldmanstern
154. Valerie Neumark
155. Wei-En Chang
156. Wendy Fitch
157. William O'Brien
158. Yara Lomeli-Loibl
159. Yuko Matsumoto
160. Aleida Kasir
161. Alice Hawley
162. Amanda Hunter Johnson
163. Andy Zieminski
164. Ann Manheimer
165. Arin Rook
166. Dolma Chuteng
167. Eva Short
168. Hatice Seflek
169. Jane Daly
170. Kelly Moore
171. Kelsey Jones
172. Leilani Lau
173. Mehmet Seflek
174. Michael Gravelle
175. Nicholas Shawn Perry
176. Osman seflek
177. Peter Jenks
178. Rafael Quintero
179. Raqeeb Chang
180. Richard Padrnos
181. Robert Fuentes
182. Rochelle Bunyapanasarn
183. Sara Seflek
184. Steffi Kaiser
185. Virginia Reinhart

Non-Residents

1. AJ Cho
2. Alison Silveira
3. Amanda Luu

4. Amber Hatfield
5. Amy Murphy
6. Ari Jones
7. Artemis Schatzkin
8. Ashley Daly
9. Benjamin Wayne Gustafson
10. Christina Tan
11. Debra Taube
12. Elijah Barnard
13. Inessa Lee
14. Jacq Le
15. Kiana Borjian
16. Lana Tilley
17. Lauren Alegre
18. Lauren E. Kallie
19. Lisa Robesch
20. Lotara James
21. Maritoni Ciancaglini
22. Meira Salman
23. Rachel Waymack
24. Ramon Viray
25. Rohan Sabnis
26. Sarah Ross
27. Shahrzad Khorsandi
28. Sophia Chen
29. Stephen Shea
30. Tamiko Panzella
31. Trevor Holbrook
32. Vanessa Jeschke
33. Vanessa Pratt
34. Vanessa Thill
35. Letitia Berlin
36. Angela Abruzzese
37. Camille Taiara
38. Cheryl Davila
39. David Brehmer
40. Deena wls
41. Elieth Malfatti

42. Elizabeth Vogt
43. Erica Morse
44. Hannan Chang
45. Jenna Price
46. Kai Yishin Law
47. Lee Rose
48. Letitia Berlin
49. Madeline Stacy
50. Rocky Chau
51. Sarah Gao

TOTAL: 185 residents, 51 non-residents
403 people, across both letters

From:	Chris Ladd
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comment - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Monday, May 4, 2026 9:33:07 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Chris Ladd
[redacted], El Cerrito

From:	Michelle Ayazi
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	Public comment - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Monday, May 4, 2026 9:34:11 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear El Cerrito City Council members,

I hope you're all doing well and taking good care. Thanks for all that you do. I am an El Cerrito resident writing to kindly urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already several breaches of El Cerrito data. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, even though SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal

entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

"Community trust is more important than any individual tool. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that data ownership does not prevent federal subpoena compliance. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that "if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. Terminate the Flock contract and remove the cameras now.

Respectfully,
Michelle Ayazi

From: [redacted]
To: City Clerk
Subject: [UNKNOWN SENDER] Public comments - agenda item #9B: Please do *not* renew the Flock contract
Date: Monday, May 4, 2026 9:42:40 PM

Dear Mayor and City Council members,

I am an El Cerrito resident writing to urge you to **not** renew the city's contract with Flock. I am especially concerned that this system creates a standing surveillance infrastructure that can be misused in ways that conflict directly with El Cerrito's values as a **sanctuary city**.

Flock creates risks that local policy cannot fully control.

Even though El Cerrito intends to use license plate readers only for limited public-safety purposes, the data do not remain purely local in practice. California law prohibits sharing ALPR data with federal or out-of-state agencies, yet **reporting has shown repeated violations across the state**, including searches performed for ICE and CBP. Flock itself has acknowledged the need for new safeguards after federal access concerns. That history should make us skeptical of assurances that "better settings" will be enough.

El Cerrito has already experienced improper access.

ECPD's own review found that after El Cerrito's cameras were installed, out-of-state and federal agencies were able to search El Cerrito license plate data, including the FBI, ATF, GSA, the Office of Inspector General, and the National Park Service. Later incidents involved the U.S. Postal Inspection Service and Veterans Affairs Police. I appreciate the Department's disclosure, but the lesson is not that the system is now fixed; it is that **this technology creates failure modes the city did not anticipate and residents did not consent to**.

Flock is incompatible with sanctuary-city commitments.

A sanctuary city should not maintain infrastructure that can help federal immigration enforcement track residents' movements, even indirectly through another agency's request. That concern is particularly urgent under a Trump administration that has repeatedly tested legal limits in immigration enforcement, and has been found by courts to have violated orders in numerous cases. While the federal government is willing to play loose with legal constraints, **El Cerrito should reduce the data available for misuse, not expand or renew it**.

Community trust matters more than this tool.

The question is not whether Flock might help in some investigations. The question is whether the benefit justifies building **a citywide vehicle-tracking network that can chill movement, endanger immigrant residents, and erode trust in local government.** For a sanctuary city, the answer should be **No**.

Please vote to **not** renew the Flock contract, and instead prioritize public safety approaches that protect privacy, civil liberties, immigrant safety, and community trust.

Respectfully,

Aaron E Cohen
[redacted]
El Cerrito, CA 94530

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comment - agenda item #9B - DO NOT RENEW the Flock contract
Date: Monday, May 4, 2026 9:46:06 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already several breaches of El Cerrito data. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, even though SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

"Community trust is more important than any individual tool. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."
Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that data ownership does not prevent federal subpoena compliance. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that "if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."
I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. Terminate the Flock contract and remove the cameras now.

Respectfully,

Randeep Hothi
[redacted]
El Cerrito, CA 94530

From:	Cindy McPherson
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Monday, May 4, 2026 9:59:53 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear El Cerrito City Council members,

I am an El Cerrito resident and have attended the Police Department's public meeting about Flock data breaches in March, as well as the previous City Council meeting. I am writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California

cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Sincerely,
Cindy McPherson
94530

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: Public comment - agenda item #9B - DO NOT RENEW the Flock contract
Date: Monday, May 4, 2026 10:05:44 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena**

compliance. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Arthur Swislocki
[redacted] El Cerrito CA 94530

From:	Megan Steffen
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Monday, May 4, 2026 11:15:48 PM

Dear El Cerrito City Council members,

I'm writing to ask you not to renew the Flock contract. I live in El Cerrito off of Cutting. I'm the parent of two young children, and I'm also been the victim of petty theft and a car break in in El Cerrito. Even with all that, I absolutely oppose Flock. I think the evidence is clear that Flock cannot be trusted with our data. We shouldn't stick with them just because they're who we have. They have a bad track record, and we can do better. Especially in an election cycle where we're weighing whether or not to give the City more money through Measure C, it's important to show citizens that we can do the right thing even when it's hard and cancel a bad contract with a bad company that has a bad track record.

In a similar vein, I encourage the Council to count public comment in an honest way. I heard that the Clerk reported that pro-Flock and anti-Flock comments were about equal; with a letter that had over a hundred signatures when I signed opposing Flock, it's impossible to imagine how that could be. This kind of bad faith bureaucratic wrangling is precisely why citizens have lost trust in the city and are so deeply opposed to Measure C. I encourage the Clerk to take all public comment regardless of the fact that this is an agenda item that's held over from a previous meeting, and I encourage the Clerk to be honest in their accounting of the number of comments and not dismiss letters that are signed by citizens with the expectations that their voices will matter. The City clearly has a lot of work left to do to rebuild trust with citizens; no better time to start than now.

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. Terminate the Flock contract and remove the cameras now.

Sincerely,
Megan Steffen

From:	Chelsi Sparti
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Monday, May 4, 2026 11:27:37 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear El Cerrito Mayor, City Council members, and City Clerk:

I am an El Cerrito homeowner urging you to oppose the renewal of our city's contract with Flock. The company violates privacy practices and poses serious risks to our civil liberties.

Flock systems are racist and faulty. This is not the decade to be inviting cameras into our neighborhoods. **It is time to terminate the Flock contract and remove the cameras ASAP**.

Keep up the good work on behalf of our City,
Chelsi

From: [redacted]
To: City Clerk
Subject: Public Comment for item 9B on May 5th City Council Meeting Agenda
Date: Monday, May 4, 2026 11:49:39 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

I am writing to express my support for keeping Flock license plate readers in El Cerrito.

While I understand, and to some extent share, reservations that others have about privacy and the potential for data misuse by private entities, the reality is that we are all on camera pretty much everywhere we go, and our location is constantly being tracked through our cell phones, vehicles, toll transponders, etc. The data collected by the Flock cameras is far more limited, and I believe they provide a net benefit for public safety.

I have seen first-hand how our police department can use the Flock system as tool – when my child had a concerning encounter with a stranger at EC Plaza, an officer was able to trace the path of that person's vehicle through the city afterward. Similarly, after a friend's car was stolen from in front of their home, ECPD was able to use Flock to help track the vehicle.

I hope that the City Council also recognizes the value that the Flock license plate readers provide as a law enforcement tool and chooses to keep them.

Thank you for taking my comment into consideration.

John Bowen
[redacted]

Supplemental Analysis
The Flock Safety Contract Before You

A side-by-side review of the existing 2023 agreement and the proposed Master Services Agreement on the May 5, 2026 Council agenda

April 2026

AT A GLANCE

The new contract is materially different from the one currently in force. It removes five substantive protections that exist in the current agreement — including Flock's binding commitment not to sell customer data, the City's right to terminate for convenience, and roughly half of Flock's liability exposure to the City. In exchange, it adds one new financial penalty for unauthorized sharing that is real but, on careful reading, excludes the documented threat patterns it appears designed to deter.

The Chief and the City Attorney did secure one important concession not present in Flock's standard February 2026 template: California governing law and California venue, in place of the Georgia mandatory arbitration Flock has been pushing on other municipalities. Credit where due.

Council members are entitled to weigh this tradeoff with full awareness of what is being traded. The Council deferred this item from April 21 because, as members stated on the record, they did not feel sufficiently informed to vote. This document is offered to help close that gap. The Council is under no obligation to enter the proposed new agreement on May 5; the City's continuing relationship with Flock would be governed by whatever the existing contract's renewal status provides.

$103,500	40	5	$34,500
Annual cost under current contract	Cameras currently deployed in El Cerrito	Protections removed from current contract	Per-violation penalty added (narrowly scoped)

Why This Document

This supplement focuses narrowly on what is in the contract the Council is being asked to approve, and how it compares to the contract currently in force. It does not cover the broader civil liberties record of Flock Safety as a vendor — that material is addressed in a separate briefing.

The contract analysis matters because the cover memo from Chief Keith presents three changes positively: a financial penalty for unauthorized sharing, a defined termination process, and a survival clause covering data protection obligations. These are real, and the Chief and City Attorney appear to have negotiated in good faith. But a careful side-by-side comparison shows that the new agreement also **removes several substantive protections that exist in the current contract**, and that the new penalty clause is narrower than it appears.

Council members deserve to see both sides of that ledger before voting.

What Has Changed: Side-by-Side

Each row below identifies a provision in the current 2023 agreement that has been removed, weakened, or replaced in the proposed new MSA. Section references are to the respective contracts.

PROVISION	CURRENT CONTRACT (2023)	PROPOSED NEW MSA (2026)
Sale of data	§§4.2, 4.3, 4.5 *"Flock does not own and **shall not sell** Agency Data."* Equivalent prohibitions on selling Agency Generated Data and Aggregated Data.	*Not present* ***No equivalent language.*** *The "shall not sell" prohibition is removed entirely. Flock's Feb. 17, 2026 blog post acknowledges the removal, calling it "redundant."*
Termination for convenience	§ 6.2 *"Either Party may terminate this Agreement for convenience"* with immediate effect. Agency pays a $500 per-camera removal fee; pro-rata refund provided on the camera lease portion only (Wing Suite and Advanced Search not refundable).	*§§ 7.2, 7.4* ***Removed.*** *Termination only for material breach (with 30-day cure), violation of law, or bankruptcy. All amounts due through termination remain owed.*
Flock's liability cap	§ 8.1(E) **2×** the prior 12 months' fees — approximately **$207,000** for El Cerrito.	*§ 9* ***1×*** *the prior 12 months' fees — approximately* ***$103,500****. Flock's exposure cut roughly in half.*
Insurance protections	§ 7.5 Detailed schedule: City as additional insured, claims-made tail, prohibition on "wasting" policies, subcontractor coverage, City's specific remedies.	*Exhibit A* ***Substantially weakened.*** *Coverage limits retained, but the additional-insured requirement, claims-made tail, and subcontractor language are absent.*
Data ownership scope	§ 4.2 Agency retains right, title, and interest in Agency Data with limited license to Flock for service provision.	*§ 4.1* *Adds* ***"irrevocable, perpetual, worldwide"*** *license to use Customer Data "to support and improve Flock's products and services" — with no expiration after termination.*

The removal of the "shall not sell" language matches an April 14, 2026 ACLU advisory identifying it as one of four significant alterations Flock made to its standard terms in the seven months leading up to the February 2026 template — the same template the proposed El Cerrito agreement appears to be based on.

What the New Contract Adds: Read Carefully

In exchange for the removed protections, the new agreement adds three principal provisions that warrant close examination.

THE $34,500 UNAUTHORIZED SHARING PENALTY (§ 4.3)

Flock pays the City **$34,500 per "Violation"** if Flock causes an Unauthorized Sharing of Customer Data. The clause is meaningful and should be credited — but three features of how it is drafted deserve attention:

- **One incident equals one violation, regardless of breadth.** A "Violation" is defined as "a single, discrete act or incident … irrespective of the volume or number of records, cameras, or data elements involved." The April 2025 incident in which a single CHP query reached 845 California agency databases on behalf of ICE would, under this definition, be one violation — a $34,500 penalty for an event affecting hundreds of agencies.
- **The clause excludes the most likely real-world scenarios.** The penalty does not apply to disclosure made pursuant to *"lawful process, emergency, or regulatory compulsion, or as a result of circumvention of Flock's controls."* In practice, this excludes FISA orders, National Security Letters, CLOUD Act demands, exigent requests, and stolen credential incidents (such as the August 2025 DEA case in Palos Heights, Illinois).
- **The penalty is the City's exclusive remedy.** By accepting it, the City contractually waives any other recovery — including damages or injunctive relief — for the same conduct. The penalty is a cap, not a floor.

THE FEDERAL TASK FORCE CARVE-OUT (§ 4.3)

The same section contains language not highlighted in the Chief's cover memo:

> *"Access to Customer Data by individuals deputized or seconded to a federal task force, or by federal personnel embedded within a state or local agency, shall not constitute an Unauthorized Sharing … [nor shall] access to Customer Data that is initiated, authorized, or facilitated by Customer, including Customer's acceptance of a sharing request or participation in a Lookup tool via the user interface."*

This provision **contractually authorizes — rather than prohibits** — the precise mechanisms by which other municipalities have lost control of their Flock data:

- **Federal task force access** is the documented pathway by which DEA, ATF, Border Patrol, and ICE have accessed local Flock data through partnerships with deputized local officers.
- **Lookup tool participation** is the mechanism by which Mountain View Police Department learned, after the fact, that a "national lookup" feature had been enabled without their knowledge for three months in late 2024, exposing their data to nationwide query.

The $34,500 penalty does not apply to these scenarios because the contract explicitly defines them as not constituting Unauthorized Sharing.

THE SEVEN-DAY NOTICE PROVISION'S GAPS (Customer Data Policy)

The new MSA references an attached "Customer Data Policy" (dated March 16, 2026) committing Flock to notify the City within seven calendar days of any legal demand for City data — *unless Flock is prohibited from disclosing the demand by law.* The provision sounds protective. Three limitations significantly narrow what it actually covers:

- **The federal demands most likely to reach this data are exempt.** National Security Letters, FISA orders including Section 702 collection orders, federal grand jury subpoenas with non-disclosure orders under 18 U.S.C. § 2705(b), and CLOUD Act demands all carry mandatory secrecy provisions. In each case Flock would be legally barred from notifying El Cerrito that a demand had been received.
- **Emergency and exigent requests bypass the seven-day window entirely.** For these, the policy states Flock "reserves the right to respond immediately" with notice only after disclosure — and even then "except when Flock is prohibited from doing so by law." Federal law enforcement routinely invokes exigent circumstances under ECPA's emergency disclosure provisions.
- **The policy references a separate "Evidence Policy" that has not been provided.** This referenced document governs how Flock accepts and processes legal demands. It is not in the council packet. The Council is being asked to approve a contract that incorporates by reference a policy document the Council has not seen.

The Customer Data Policy itself is also a document Flock can revise unilaterally, not a binding contract provision.

What Was Successfully Negotiated

In the interest of an even-handed analysis, one provision in the new MSA reflects a genuine concession not present in Flock's standard February 2026 template.

California governing law and California venue. Section 11.5 of the new MSA specifies that California law governs the agreement and that the federal and state courts of California are the exclusive venue for any disputes. Flock's standard February 2026 template requires mandatory arbitration in Georgia under Georgia law — a provision the ACLU has flagged as one of the most concerning recent changes. The City Attorney's office appears to have held the line on this, and the Council should credit that work.

Three Questions for the Council

The question before the Council is not whether Flock's technology is useful. The Chief has presented documented investigative wins, and that record is not in dispute. The question is whether the proposed contract — as drafted, with the specific changes documented above — is one the City should sign.

Three questions are worth putting to Chief Keith and the City Attorney before the May 5 vote:

1	**Why does the new contract remove the "Flock shall not sell" language?** If Flock's position is that they cannot and do not sell data, why was the Council not given the opportunity to retain the binding contractual commitment to that effect?

2	**Why was termination for convenience removed?** The current agreement allows the Council to exit the contract at any time, subject to a $500 per-camera removal fee and a pro-rata refund on the hardware portion. The new agreement removes the termination-for-convenience right entirely. What was the negotiation rationale for accepting this loss of flexibility?
3	**Why does the new $34,500 penalty exclude the documented threat patterns?** The exclusions for "lawful process," "emergency," and "circumvention of Flock's controls" cover the exact scenarios — federal legal demands, exigent requests, stolen credential incidents — that have produced the documented harms in other jurisdictions. Was this exclusion negotiated, or is it Flock's standard language?

A vote to approve the proposed agreement is a vote to accept a contract that, on careful reading, contains fewer protections than the one currently in force — in exchange for a financial penalty that is real but narrowly scoped, and an explicit contractual carve-out for federal task force access. **That is the tradeoff before the Council on May 5. The Council is not obligated to enter the proposed new agreement; the factual record laid out above is what is being voted on, and it is a record the Council is entitled to weigh on its own terms.**

Sources

All citations to the existing contract refer to the executed Government Agency Agreement and Order Form between Flock Group Inc. and the City of El Cerrito, DocuSign envelope D6BA8C4C-608C-4AB3-B91A-67AE2AE60D90, signed March 27–29, 2023 (Supplemental Materials, pages 21–55).

All citations to the new MSA refer to Attachment 1, "Revised Proposed Agreement," to the April 21, 2026 Council Agenda Item No. 8.A. (Supplemental Materials, pages 11–24), with associated Exhibit A on Insurance and the attached Flock Safety Policy for Responding to Legal Demands for Customer Data dated March 16, 2026.

Flock Safety, "Flock Provides Terms & Conditions Update to Make Definitions Simpler and Provide Customer Clarity," February 17, 2026: flocksafety.com/blog/flock-provides-terms-conditions-update

American Civil Liberties Union, "Municipalities: Beware of Changes in Flock's Legal Terms If You're Using or Considering License Plate Readers," April 14, 2026: aclu.org/news/privacy-technology/flocks-terms-and-conditions

HaveIBeenFlocked.com, "The Deal Has Been Altered Further: Flock Publishes New Terms," February 16, 2026: haveibeenflocked.com/news/terms-feb2026

CITY OF EL CERRITO

COUNCIL BRIEFING

Flock Safety License Plate Reader Program

A Review of Security Failures, Data Sharing Practices, and Governance Risks

March 2026 | Prepared for City Council Consideration

TL;DR — Summary

El Cerrito contracts with Flock Safety for license plate reader cameras that feed into a national database, which until very recently was shared with law enforcement agencies nationwide. Chief Kieth has presented documented wins. This briefing documents why the Council should look harder before taking further action.

Key Problems

- **Security breaches:** Live police camera feeds were publicly exposed on the open internet. Stolen officer passwords sold on criminal forums and used for unauthorized federal surveillance.
- **Unauthorized federal access:** Flock's architecture allowed a single CHP query, conducted on behalf of ICE, to reach 845 California agency databases simultaneously. El Cerrito's prior-period exposure is an open legal question.
- **Public statements diverged from the record:** Flock has characterized accurate reporting as 'misinformation' on incidents where court records later contradicted the company's own public statements. Privacy protections have consistently been added in response to external pressure rather than proactively.
- **Misuse by officers:** Multiple documented cases of officers using Flock to stalk romantic partners. The system logged all searches as "investigation."

What Other Cities Have Done

- 30+ cities have terminated or suspended contracts since early 2025, including Mountain View, Santa Cruz, and Los Altos Hills.
- Richmond shut cameras down in October 2025 after discovering unauthorized access to its data.
- Senator Wyden, after negotiating directly with Flock on privacy protections and watching them be circumvented, recommended removing the cameras entirely.

Questions for the Council

- Has any federal agency ever accessed El Cerrito's Flock data?
- Does our contract contain the clause giving Flock a perpetual license to share agency data regardless of local settings?

- Has the City Attorney reviewed this contract for California ALPR Privacy Act compliance?

Executive Summary

El Cerrito currently contracts with **Flock Safety**, a private Atlanta-based company that operates license plate reader (LPR) cameras throughout the city. Each camera photographs every passing vehicle and feeds that data into a searchable national database accessible to thousands of law enforcement agencies across the country. Chief Kieth has presented documented wins — but the full record warrants careful review before the Council makes any further decisions about this contract.

This briefing presents three categories of documented concern, each supported by named sources:

- **Security failures** — multiple incidents in which Flock's systems were compromised or left sensitive data publicly exposed, including a January 2026 breach that made live police camera feeds accessible to anyone on the internet, and stolen officer passwords sold on criminal forums.
- **Federal data access** — documented cases in which federal agencies (DEA, ICE, Border Patrol) accessed California cities' Flock data without local knowledge or authorization — through the same network architecture that connects El Cerrito's cameras.
- **Deceptive default settings** — Flock's system was designed to automatically enroll agencies in nationwide data sharing in ways many cities, including communities adjacent to El Cerrito, say they did not knowingly authorize. Flock has begun revising these defaults only in response to sustained public pressure, congressional inquiry, and contract terminations.

Summary: Documented Incidents and Concerns

Issue	What Happened	Current Status
Live camera feeds exposed publicly	Condor cameras streamed live police footage to anyone with internet access; footage could be deleted	Flock says resolved; limited independent verification
Stolen police logins on criminal forums	Police credentials sold online; federal law enforcement exploited login-sharing to search for immigration targets	Two-step login verification now default for new customers; ~3% of agencies still not using it
Hardcoded API key exposed surveillance network	Master access key accidentally embedded in public-facing code, exposing real-time location data	Flock claims patched
2.3M license plates released via FOIA	Police agencies failed to redact Flock audit data; tens of millions of search records exposed	Data remains accessible; Flock attempted legal takedown
DEA used stolen password for immigration search	Federal agent used local officer's credentials without consent to conduct immigration surveillance, violating Illinois law	Isolated incident; systemic vulnerability remains
ICE searched 845 CA databases via one query	CHP query on behalf of ICE accessed nearly every CA Flock agency simultaneously through sharing network	Flock says sharing defaults changed; lawsuit pending

National Lookup default — agencies enrolled without knowledge	75% enrollment in national sharing tool; many cities say they did not knowingly consent	Flock reversing defaults under public pressure
No transparency report re: federal legal demands	Flock has never disclosed whether it has received FISA, NSL, or CLOUD Act data demands from federal intelligence agencies	No change; no report published

What Is Flock Safety, and What Does It Collect?

Flock Safety was founded in Atlanta in 2017. As of 2025, it operates cameras in over 5,000 communities across 49 states and **performs over 20 billion vehicle scans per month** nationwide. The company has raised over $950 million in venture funding at a reported valuation of $7.5 billion. El Cerrito is one of hundreds of Bay Area communities with Flock cameras.

What the cameras capture:

- Every vehicle's license plate number
- Date, time, and precise location of each scan
- Vehicle color, make, model, and visible features (bumper stickers, roof racks, damage, etc.)
- Direction of travel

> **What Does This Data Actually Reveal?**
>
> A record of every time a vehicle passes a Flock camera builds a detailed log of where a person goes, how often, and when — doctor's appointments, places of worship, political events, legal consultations, support group meetings. A single scan is not sensitive. Thousands of them, accumulated over months, create a precise portrait of a person's movements and associations. This is what privacy researchers call a 'movement pattern profile,' and it is why courts are increasingly treating this category of data as constitutionally sensitive.
>
> In June 2024, a judge in Norfolk, Virginia ruled that collecting location data from 172 Flock cameras
>
> constituted a Fourth Amendment search — and therefore required a warrant to use as evidence.

Who can access El Cerrito's Flock data?

By default, Flock enables what it calls a **"National Lookup Tool"** — a shared database through which any enrolled Flock law enforcement customer can search the cameras of other enrolled agencies. Flock reported to Congress in August 2025 that **75% of its law enforcement customers** participate in this tool. That means when an officer in Texas, Florida, or any other state searches for a vehicle, they may be querying camera footage collected by El Cerrito's police department.

Section 1: Documented Security Failures

Flock's public marketing states that the company has **"never experienced a data breach."** The incidents below complicate that claim. Each is documented and on the public record.

Incident 1: Live Police Camera Feeds Exposed to the Public (January 2026)

What happened: Flock's Condor cameras — its advanced police model with 360-degree pan-tilt-zoom capability — had their live video feeds inadvertently made publicly accessible over the internet.

Security researcher and technologist Benn Jordan discovered the exposed cameras using Shodan — a public search engine that indexes internet-connected devices — from his home in Atlanta. No credentials or login of any kind were required. He and colleagues could access live feeds, view a full month of archived footage from cameras across the country, and even **delete video from active police systems.** A 404 Media journalist confirmed the exposure independently by driving to a street corner in Bakersfield, California and watching himself live on his phone through the exposed feed.

Flock's explanation: The company attributed the exposure to a "standard testing process" for checking cellular carrier compatibility, and characterized it as an isolated error that was promptly corrected.

Why it matters: The exposed cameras were deployed as law enforcement tools in communities across the country. Anyone with internet access could watch live footage of police-monitored public spaces, track movement patterns at specific locations, and — by deleting footage — interfere with active investigations. Flock framed this as a procedural lapse. Independent security researchers described it as a serious breach of law enforcement infrastructure.

Source: WFLX News, January 9, 2026

Incident 2: Stolen Police Logins Sold on Criminal Forum (November 2025)

What happened: Senators Ron Wyden (D-OR) and Raja Krishnamoorthi (D-IL) filed a formal complaint with the FTC in November 2025 after discovering that login credentials belonging to Flock law enforcement customers had been stolen by malware and were actively available for purchase on criminal forums.

> **What Are 'Stolen Credentials' and Why Does It Matter Here?**
>
> When a username and password are stolen — typically through malicious software on a police officer's computer — criminals can log in to systems as though they were that officer. In Flock's case, anyone who obtained these logins could query the National Lookup Tool, accessing billions of vehicle scans from thousands of agencies including El Cerrito, and would appear in the system as a legitimate law enforcement user. There would be no alert, no record of unauthorized access, and no notification to the affected city.

The missing safeguard: A standard security measure — the same two-step verification used by most online banking systems, where a code is sent to a phone in addition to a password — would have blocked these stolen logins from being used. Flock made this protection available but did not require it — a fact the company confirmed directly to Congress in October 2025, according to the Wyden/Krishnamoorthi FTC letter. Congress confirmed this directly with the company in October 2025.

Scale of exposure: Cybersecurity firm Hudson Rock identified at least 35 compromised Flock law enforcement passwords. Flock's own chief legal officer told TechCrunch (November 3, 2025) that approximately 3% of the company's 5,000+ law enforcement customers — potentially dozens of agencies — had still not enabled this basic protection, citing 'reasons specific to them.'

Sources: TechCrunch, November 3, 2025 | Sen. Wyden FTC Letter (PDF) | 404 Media

Incident 3: Master Access Key Found in Publicly Readable Code

What happened: A security researcher discovered that Flock's publicly accessible website code contained a hardcoded API key — a master credential embedded directly in the software — for the company's mapping and location data system.

> **What Is a 'Hardcoded API Key'?**
>
> An API key is a digital credential that unlocks access to a system. Keeping it secret is a basic security requirement. 'Hardcoding' means a developer wrote the key directly into publicly readable code — equivalent to writing the combination to a safe on the outside of the safe door. Anyone who examined the code could find it and use it without restriction.

The exposed key granted unrestricted access to Flock's infrastructure, which aggregates data from approximately 12,000 law enforcement, community, and private sector sources. While active, this credential made real-time surveillance data available to anyone who located it.

Source: WebProNews / Nexanet Security Report, January 2026

Incident 4: 2.3 Million License Plates Released Through Public Records Requests

What happened: Multiple California police departments failed to properly redact sensitive data when responding to public records requests. The unredacted files contained 2.3 million license plates and tens of millions of search records from thousands of agencies — including the identities of surveillance targets, suspects, and crime victims.

Flock's response: The company sought to have websites hosting this information taken down, claiming the material posed "an immediate threat to public safety." Cloudflare, the internet infrastructure provider that received the takedown demands, declined, finding insufficient grounds.

Source: SAN / 404 Media, January 2026

Section 2: Federal Government Access to Local Data

Flock's network architecture creates structural pathways for federal agencies — including immigration enforcement — to access data collected by local police departments, sometimes without the knowledge or authorization of either the city council or the police department itself.

The DEA Incident: A Federal Agent Used a Local Officer's Password (August 2025)

A Drug Enforcement Administration agent used the Flock login credentials of a local police officer to conduct an immigration-related search — **without that officer's knowledge or authorization.** The officer, from the Palos Heights Police Department in Illinois, learned about the search only after a journalist filed a public records request.

Why it matters: Using license plate readers for immigration enforcement is illegal in Illinois. The federal agent bypassed both state law and Flock's own terms of service simply by borrowing a local officer's login. The Palos Heights department confirmed it had not enabled two-step login verification prior to the incident — and only did so after learning of it through press coverage.

Sources: 404 Media, August 2025 | TechCrunch

ICE Access Through the "Side Door": The California Problem

In April 2025, the California Highway Patrol conducted a search on behalf of ICE that simultaneously reached **845 separate California agency databases** through Flock's sharing network. Because of how Flock's architecture connects enrolled agencies, a single CHP search functioned as a dragnet, touching the camera data of nearly every California law enforcement Flock customer — including communities throughout Contra Costa County.

> **What Is the "Side Door"?**
> California's ALPR Privacy Act prohibits local police from sharing license plate data with federal or out-of-state agencies. But Flock's network architecture built in a structural gap: a federal or out-of-state officer with access to any single enrolled agency's Flock account could, through the national sharing architecture, effectively search the data of hundreds of connected agencies — without separate agreements with each one. They needed only one login. Researchers called this the 'side door': indirect access that circumvented the restrictions California had enacted.

The University of Washington Center for Human Rights documented that Mountain View PD **learned only recently** that federal agencies had been accessing its camera data through Flock's nationwide sharing tool — a feature that had been enabled **without the department's knowledge or consent.**

Sources: Courthouse News, February 2026 | UW Center for Human Rights, October 2025

No Transparency Report — What We Don't Know

Major technology companies — Microsoft, Apple, Google — publish annual **transparency reports** disclosing, in aggregate, how many times the federal government requested their data under laws like the CLOUD Act, FISA, or National Security Letters. These reports do not reveal the details of individual cases, but they establish for the public the general scale of federal access.

> **CLOUD Act, FISA, and National Security Letters — What Are These?**

These are federal legal authorities that allow law enforcement and intelligence agencies to compel private companies to produce data:

- **CLOUD Act (enacted 2018):** Allows law enforcement to compel any US company to produce any data they possess — including data held on behalf of a local police department — even if stored outside the country.
- **FISA (Foreign Intelligence Surveillance Act, enacted 1978, significantly expanded 2008):** Authorizes intelligence agencies to collect data for national security purposes. Recipients of FISA orders are legally prohibited from disclosing that a demand was made — including to their own customers.
- **National Security Letters (NSLs, authority codified 1986, expanded under the PATRIOT Act 2001):** FBI-issued demands for subscriber and transaction data, with no court involvement required and mandatory gag orders attached. Courts have allowed limited challenges, but most NSLs remain confidential.

Flock Safety **has published no corporate transparency report of any kind** — a gap Senator Wyden explicitly flagged in his October 2025 letter to the company, noting that Flock "was not transparent about which federal agencies can access its data." (Wyden letter to Flock CEO, October 2025) There is no public record of how many federal legal demands Flock has received or complied with. The absence of such a report cannot be taken as evidence that no such demands exist — and this is not a technicality. Under FISA, recipients of intelligence collection orders are legally prohibited from disclosing that an order was ever issued — not just its contents, but its existence. A company could be under an active FISA order and be legally forbidden from telling its own customers, its own board, or the public. The absence of a denial is not the same as a denial. For a company operating one of the largest movement-tracking databases in the country, the lack of any transparency report means El Cerrito has no way of knowing whether federal intelligence agencies have accessed its residents' data — and Flock itself may be legally barred from saying so.

Flock operates one of the largest movement-tracking databases in the United States. It is a US company fully subject to these federal legal tools. It has never published any disclosure — voluntary or otherwise — indicating how many such demands, if any, it has received or satisfied.

How Cameras Enter Police Networks Without Council Votes

A growing number of Flock cameras are purchased not by city governments but by private nonprofits, police foundations, neighborhood associations, and community groups — which then donate or grant access to police departments. In Los Angeles, community groups raise funds and donate cameras to the LAPD via its Police Foundation nonprofit. In Atlanta, the Atlanta Police Foundation has channeled over $3.7 million into Flock cameras through an advisory process described by participants as 'almost completely devoid of broad-based public input.' (Atlanta Press Collective, April 2026) The EFF has flagged this pattern explicitly: surveillance technology vendors, federal agencies, and wealthy private donors have long helped provide local law enforcement free access to surveillance equipment that bypasses local oversight. (EFF, February 2026) When cameras enter a police network through nonprofit donation rather than city procurement, the city council may never have voted on them — and normal public records and oversight requirements may not apply to the purchasing entity. Whether any El Cerrito cameras were acquired through this mechanism is worth confirming.

Section 3: Deceptive Design — The Nationwide Sharing Default

This section addresses a core governance question: whether Flock's software was designed to maximize data sharing in ways that local agencies did not fully understand or authorize when they signed their contracts.

What Flock Claims vs. What the Record Shows

Flock's claim: "Every Flock customer has complete control over their sharing relationships, and Flock never shares customer data without their knowledge or permission." (Flock Safety website)

The documented record:

- The ACLU of Massachusetts found that Flock's standard contract grants the company a **"worldwide, perpetual, royalty-free right and license" to disclose agency data** for 'investigative purposes' — independent of whatever sharing settings the local agency has configured. (ACLU, October 2025)
- Documented accounts show that local governments were enrolled in national sharing **"either by blindly approving the inquiries or unknowingly signing onto the national sharing option."** (Wikipedia — Flock Safety)
- 75% of Flock's law enforcement customers are enrolled in the National Lookup Tool. **That enrollment rate is difficult to reconcile with a genuine opt-in process.** Flock confirmed this figure to Congress in August 2025. (Sen. Wyden FTC Letter)

What Is a "Dark Pattern"?

> **Definition: Dark Pattern**
>
> A 'dark pattern' is a software design term for an interface structured to steer users toward choices that benefit the company at the user's expense — often without the user recognizing that a consequential decision has been made. Common forms include pre-checked consent boxes, obscured opt-out controls, and defaults set to maximum data sharing. California law (the CPRA) defines a dark pattern as 'a user interface designed or manipulated with the substantial effect of subverting or impairing user autonomy, decision making, or choice.'

The pattern here — nationwide enrollment that agencies say they did not knowingly authorize, contract language preserving Flock's right to share data regardless of local settings, and architecture that allowed ICE to search 845 California databases through a single query — is consistent with a system designed to maximize data breadth rather than to ensure informed municipal consent.

Flock has begun changing these defaults — under pressure.

The company has announced a series of modifications since late 2025:

- October 2025: Immigration and reproductive care search filters introduced (Flock Safety blog; NPR, February 2026)
- January 2026: Agencies can now disable all federal sharing through a single toggle (Flock Safety, "Does Flock Share Data With ICE?")
- February 2026: New disclosure added at the point of login

And Flock's Standard Terms Are Quietly Getting Worse

While Flock has been adding opt-out features under public pressure, its standard Terms & Conditions have been moving in a different direction. The ACLU documented in April 2026 that Flock revised its standard T&Cs four times in the seven months leading up to its February 16, 2026 contract template — the same template the proposed El Cerrito agreement is based on. (ACLU advisory, April 14, 2026; Flock T&C blog post, Feb 17, 2026; HaveIBeenFlocked analysis) The documented changes include:

- Removed the clause stating 'Flock does not own and shall not sell Customer Data' — Flock acknowledged this removal in a February 17, 2026 blog post, calling it 'redundant.'
- Added perpetual rights for Flock to use customer data to 'support and improve' services even after contract termination.
- Expanded liability protections shielding Flock from claims of willful misconduct or gross negligence.
- Added mandatory arbitration in Georgia under Georgia law. (Note: El Cerrito's specific contract retains California venue — credit to the City Attorney for preserving that.)
- Made it harder for customers to terminate contracts, including when councils vote against renewal or fail to appropriate funds.

The Problem With "We Fixed It"

These changes arrived only after sustained investigative reporting, a Congressional inquiry, a formal FTC complaint, civil litigation, and contract terminations by dozens of municipalities. A company that had prioritized local control from the outset would likely have built these protections into the original design rather than adding them years later in response to external pressure.

At least 30 cities have terminated or declined to renew Flock contracts since early 2025, with much of the activity concentrated in the last three months, per NPR. Among them: Austin (TX), Denver (CO), Santa Cruz (CA), Mountain View (CA), Los Altos Hills (CA), and others.

Richmond's situation warrants particular attention given its proximity to El Cerrito. Police Chief Simmons shut down Richmond's Flock cameras in October 2025 after discovering that a 'national lookup' configuration had allowed outside agencies to access Richmond's data without authorization — a direct violation of city policy and California law. The contract expired February 28, 2026. The Richmond City Council convened March 3 to vote on the question, but the meeting ran out of time before a vote could be taken. The cameras remain offline. Mayor Martinez summarized the bind plainly: 'That trust has been broken — that is shame on Flock. If we choose to trust them again and it happens again, then that shame is on us as leaders of the community.' (Grandview Independent, March 4, 2026; ContraCosta.news, March 4, 2026)

Section 4: A Pattern of Misleading Public Statements

The incidents described in Sections 1–3 raise questions about Flock's technical practices and contract design. This section addresses a different category of concern: what the company has said publicly when its practices were questioned — and how those statements compare to what the documented record shows.

Across multiple incidents, Flock's public posture has followed the same arc: deny the problem, attack those who report it, and make changes only when forced. For a city considering whether to trust this company's assurances about how its data is being used, that pattern is directly relevant.

The Texas Abortion Search — And Flock's Response

In May 2025, a sheriff's deputy in Johnson County, Texas conducted two searches across more than 83,000 cameras spanning nearly 7,000 Flock networks — including cameras in states where abortion is a protected right, including Illinois and Washington. The official reason entered in the search log: **"had an abortion, search for female."**

When the story was reported by 404 Media, both the Johnson County Sheriff and Flock Safety publicly denied that the search was related to the woman's abortion. Flock issued a statement saying she **"was never under criminal investigation by Johnson County. She was being searched for as a missing person, not as a suspect of a crime."** Flock CEO Garrett Langley called 404 Media's reporting a **"misleading account by an activist journalist."** The company's communications director told 404 Media it would not respond to further questions until the outlet admitted to **"purposefully spread[ing] misinformation which you know to be untrue."**

In October 2025, the Electronic Frontier Foundation obtained sworn court records from the case. Those records told a different story entirely. The lead detective's affidavit described the matter as a **"death investigation"** of a **"non-viable fetus."** Police had collected FedEx packaging, pill instructions, and photographs from the scene. Investigators consulted the District Attorney's office about whether they could charge the woman with a crime — on the same day as the Flock search. The abortion had occurred more than two weeks before the search was conducted. The death investigation remained open for weeks. The DA ultimately concluded the state could not charge her.

Flock had promoted the sheriff's narrative on its own blog and in media appearances. When those court records emerged contradicting it, the company declined to comment.

Sheriff King has since been indicted on felony counts in an unrelated case, including aggravated perjury — context noted only to underscore the credibility issues with the account Flock chose to amplify.

What Flock Said vs. What the Record Shows

Flock's public statement: "She was never under criminal investigation by Johnson County. She was being searched for as a missing person, not as a suspect of a crime."

The sworn affidavit of the lead detective: The case was a "death investigation" of a "non-viable fetus." Police collected evidence, reviewed the woman's text messages, and consulted the DA about charges — on the same day the 83,000-camera search was conducted.

Flock called the journalists who reported this accurately "activist journalists" spreading "purposefully misleading" information. The court records were obtained by EFF through a public records request — from Flock's own customer. (EFF, October 2025; 404 Media, October 2025)

Officers Using Flock to Stalk Romantic Partners — A Documented Pattern

El Cerrito has a good working relationship with its police department, and nothing in this briefing suggests local officers would misuse this system. The concern here is structural: Flock grants database access to hundreds of employees per department, requires only a free-text field labeled "reason" to conduct a search, and has no technical barrier preventing personal use. That combination has produced a documented pattern of abuse elsewhere in the country.

In spring 2025, Milwaukee Police Department Officer Josue Ayala used Flock to run his girlfriend's license plate 124 times and her former partner's plate 55 times over two months — logging every single search as "investigation." He was charged with misconduct in public office and negotiated a resignation from the department. The abuse was discovered not by Flock's internal auditing, but because one of the victims checked their own plate on HaveIBeenFlocked.com, a third-party website that publishes Flock audit log

data. Separately, a Kenosha County deputy was found to have run repeated Flock searches on a colleague he was romantically involved with. In an earlier Kansas case, a police chief used Flock 228 times to track his ex-girlfriend and her new boyfriend. He received probation and lost his police certification.

Four Milwaukee aldermen subsequently wrote to the city's Fire and Police Commission that such cases **"underscore the systemic oversight gap rather than an isolated failure."** The ACLU of Wisconsin put it plainly: Flock misuse is **"a pattern we've seen across the country — law enforcement using taxpayer-funded policing tools to spy on women they have a romantic interest in."**

The question for El Cerrito is not whether local officers would behave this way. It is whether the city is comfortable operating a system where the primary check against personal misuse is a third-party public website — not the vendor's own safeguards.

Sources: Urban Milwaukee, February 2026 | Wisconsin Examiner, March 13, 2026 | ACLU of Wisconsin

A Recurring Pattern in Public Communications

The abortion case is not an isolated example of Flock's public communications diverging from the documented record. Flock's marketing materials claim the system has "never experienced a data breach" — language that was on its website while stolen police credentials were being sold on criminal forums and a live police camera feed was publicly accessible to anyone with an internet connection. The company confirmed to Congress that it had not required basic login security, only after lawmakers began a formal investigation. Every privacy protection Flock has added — immigration search filters, the federal sharing toggle, enhanced login requirements — arrived after public exposure and sustained external pressure, never before.

Senator Wyden, who negotiated directly with Flock on privacy protections and watched them be circumvented, concluded: **"I now believe that abuses of your product are not only likely but inevitable, and that Flock is unable and uninterested in preventing them."** His recommendation to local officials was unambiguous: remove the cameras. (Sen. Wyden letter to Flock CEO, October 16, 2025)

The relevance for El Cerrito is this: the city cannot rely on Flock's voluntary disclosures to understand how its data is being used. The company's track record — documented across multiple incidents and confirmed by multiple independent sources — is to deny problems until they are exposed by others, then characterize the exposure as misinformation, then make the minimum change necessary to quiet the criticism. That is not a partnership built on transparency.

Section 5: Mission Creep — The Documented Pattern

One of the most important questions a city council can ask about a surveillance contract is not 'what does this technology do today?' but 'what will it be used for once the infrastructure exists?' The answer, across every major surveillance technology deployed in American cities over the past thirty years, has been consistent: capabilities expand, stated purposes broaden, and safeguards lag behind.

With Flock Safety, this pattern has already played out — not as a future risk, but as documented recent history.

Mission Creep Within Flock Safety (2017–2026)

Flock was founded in 2017 with a single product: a solar-powered license plate reader. Within eight years, the company has expanded into the following capabilities — most of which were not disclosed to cities when they signed their original contracts:

- **Vehicle 'fingerprinting':** Beyond license plates, Flock now uses AI to identify vehicles by make, model, color, bumper stickers, dents, and roof racks — enabling tracking even when a plate is obscured or absent. Cities that originally contracted for license-plate reading now have a system that identifies vehicles by visual characteristics independent of plates.
- **Nationwide cross-agency search (National Lookup Tool):** Many cities understood their original Flock deployments as local tools. The National Lookup Tool was designed to allow any participating officer anywhere in the country to query cameras of connected agencies. Chief Kieth has indicated that El Cerrito has since disabled nationwide search access. However, many cities believed this feature was off when it was not — Mountain View being a documented California example — and the question of what access existed during prior years of the contract remains open. Many cities say they did not knowingly consent to this when they signed.
- **Drone acquisition (October 2024):** Flock acquired Aerodome, a drone-as-first-responder company, for over $300 million. Cities that contracted with Flock for plate readers are now customers of a company building an autonomous drone fleet. Flock's CEO has described the goal as a 'seamless safety ecosystem' built on the camera infrastructure already deployed in thousands of cities.
- **"Raven" audio sensors (2021, expanded 2025):** Flock's Raven product was marketed as a gunshot detector. In October 2025, Flock announced that Raven would also detect 'human distress' — originally advertising this feature with alerts for 'screaming.' After public criticism, Flock revised the marketing language from 'screaming' to 'distress,' but the underlying capability was unchanged. The Electronic Frontier Foundation described this as 'a significant step toward comprehensive audio analytics.' Cities that installed microphones to detect gunfire now operate sensors capable of flagging human voices.
- **Ring doorbell integration (October 2025):** Flock partnered with Amazon's Ring to allow agencies on its Nova platform to request footage from Ring doorbell cameras. Amazon Ring has an estimated 10 million US users. The partnership was cancelled in February 2026 following public backlash — but its existence illustrated Flock's direction.
- **Nova AI investigation platform (February 2025):** Flock launched Nova — a data fusion platform aggregating license plate reader data with other sources. 404 Media reported in May 2025 that Nova was designed to supplement plate data with information from data breaches (including from a hacked parking meter application), public records, and commercially available data. After the 404 Media reporting, Flock publicly committed not to source data from the dark web or known data breaches. The pattern is the same one documented elsewhere in this briefing: a privacy concern surfaces through external reporting; a corrective change is announced after the fact. (404 Media, May 2025)
- **Protest surveillance (documented 2025):** An EFF analysis of 12 million Flock searches logged by 3,900 agencies found hundreds of searches linked explicitly to political demonstrations — the 50501 protests, Hands Off protests, and No Kings protests. Nineteen agencies conducted searches specifically tied to No Kings protests. A system deployed to address vehicle crime became an instrument for monitoring constitutionally protected political activity.

Flock's CEO, in His Own Words

The Broader Pattern: Other Surveillance Technologies

Flock Safety's trajectory is not an anomaly. It follows a pattern well-documented in American surveillance technology deployment.

StingRay Cell-Site Simulators

StingRay devices were introduced to domestic law enforcement as tools for locating specific criminal suspects. Within a decade, they were being deployed to sweep protest crowds, collecting the phone data of everyone present regardless of any individual suspicion. The Baltimore Police Department used StingRays more than 4,300 times over several years. The DEA and U.S. Marshals deployed them at Black Lives Matter demonstrations in 2020. A technology developed to track fugitives became an instrument of political surveillance. Federal courts spent years trying to establish warrant requirements — legal frameworks that never quite kept pace with the technology's actual use.

ShotSpotter Acoustic Gunshot Detection

ShotSpotter was marketed to cities as a narrowly scoped gunshot detection system. In practice, its microphones became persistent neighborhood surveillance infrastructure. Studies found the system produced no measurable reduction in gun violence, while substantially increasing police presence in majority-minority communities — with consequences that were sometimes fatal. In Chicago, 13-year-old Adam Toledo was shot and killed by an officer responding to a ShotSpotter alert; he was unarmed. One Illinois village trustee, explaining his decision to cancel Flock's Raven microphone contract, noted that local data showed over 99% of Flock alerts generated no police action whatsoever. ShotSpotter and Flock Raven are functionally analogous products — and Flock has now extended Raven to flag human voices, tracing the same expansion arc.

The Consistent Arc

The thread connecting these technologies is not misconduct — it is institutional momentum. Once infrastructure is in place, expansion feels incremental and internally justified: the system already exists, it is already paid for, and each additional use case seems marginal relative to what is already operational. LPR cameras have expanded from vehicle tracking to immigration enforcement, to abortion investigations, to protest monitoring, to drone integration, to ambient audio detection. These are not isolated decisions. They represent a single predictable arc, observed across every surveillance technology that preceded Flock.

Where This Is Heading: The Near-Term Trajectory

The most consequential question before this Council is not what Flock Safety's cameras do today. It is what the infrastructure being installed in El Cerrito will enable in three to five years — grounded not in speculation, but in capabilities Flock has already deployed, publicly announced, or is demonstrably developing.

Step 1 (Already Deployed): Tracking People, Not Just Vehicles

Flock's cameras have always captured pedestrians, cyclists, and bystanders alongside vehicles — documented explicitly in the ACLU of Oregon's 2025 lawsuit. The change is what can now be done with that footage.

Flock's FreeForm search product — a commercially available, opt-in tool launched in 2025 — allows an officer to enter a plain-language description such as 'man in blue shirt and cowboy hat' and surface visual matches from video-enabled cameras within their sharing network. Importantly, person-description search requires video-enabled cameras rather than standard LPR units; vehicle-description search works across all LPR and video cameras. The ACLU has noted that searches can encompass descriptions of vehicle occupants and passing pedestrians: their apparent age, clothing, visible tattoos, facial hair, and the text visible on hats or shirts. Whether El Cerrito's current contract includes video cameras — and therefore whether this capability applies here — is a question worth confirming directly with Flock or Chief Kieth.

Flock's Condor PTZ cameras, deployed in some jurisdictions, include Guardian Mode — an AI feature that automatically detects, tracks, and zooms in on individuals around the clock without a human operator. People Detection Alerts separately notify police when anyone enters a defined area at an unauthorized time. The cameras El Cerrito contracted for vehicle plate-reading are part of a product family that now tracks human movement autonomously.

Step 2 (Already Deployed): AI That Designates Who Is 'Suspicious'

In July 2025, Flock launched a feature that automatically flags vehicles and individuals based on 'suspicious' movement patterns and notifies police — without any officer initiating a search. The algorithm makes the determination independently. (ACLU, July 2025)

The ACLU raised direct questions about this capability in a published analysis (ACLU, July 2025): whether movement patterns genuinely predictive of criminal behavior can be identified without generating enormous numbers of false positives among innocent people; whether the algorithm's training data, logic, and error rates are publicly known (they are not); and whether an algorithm trained on historical criminal data — in which low-income and minority communities are statistically overrepresented due to well-documented systemic biases — might effectively treat residence in certain neighborhoods as inherently suspicious. Flock is a private company. Its algorithms are not subject to public records law, independent audit, or oversight by any elected body.

Step 3 (Available, Not Yet in El Cerrito): Drones with Persistent Aerial Coverage

Flock's Alpha drone, unveiled at the International Association of Chiefs of Police conference in late 2025, carries a 40x optical zoom capable of reading a license plate from 2,000 feet. It launches automatically in response to a ground-camera alert, covers a 3.5-mile radius, and can land, swap batteries, and redeploy in approximately 90 seconds.

Chief Kieth has indicated El Cerrito has no plans to acquire drones, and doing so would require a separate purchase decision. However, the underlying camera network and data platform that integrates with the Alpha is already installed in El Cerrito. Should a future administration choose to add drone capability, the existing Flock infrastructure is designed to support it without rebuilding from scratch — making it a procurement decision rather than an infrastructure one.

Step 4 (Converging): The Path to Facial Recognition

Flock states on its Privacy & Ethics page that its ALPR cameras 'do not use facial recognition.' That statement is technically accurate with respect to the hardware category — and increasingly beside the point.

The ability to search for an individual by physical description is already live — available across any video-enabled Flock camera within an officer's sharing network, potentially reaching tens of thousands of cameras. Cameras that autonomously track and zoom on individuals are already deployed. Flock's drone fleet carries high-resolution optics designed to follow people. The Nova platform is built to cross-reference vehicle records with personal data — in Flock's own terminology, to 'jump from LPR to person.'

Facial recognition is the logical next layer in this architecture, and it is already present in the broader law enforcement technology ecosystem that intersects with Flock's data. ICE uses Clearview AI facial recognition in the same enforcement operations that access Flock data. Amazon Ring had deployed a 'Familiar Faces' feature that catalogs the faces of recurring visitors — and maintained an active partnership with Flock as recently as February 2026.

The technical distance between 'search for a person matching this description across thousands of cameras' and 'identify this face across thousands of cameras' is a single model update — deployable to cameras already installed in El Cerrito, on infrastructure already paid for, already networked nationally.

The Picture This Paints

The ACLU offered this image of the system Flock is building: imagine a police officer standing on your street, writing detailed notes on every person who drives or walks by — vehicle make, color, and bumper stickers, but also the number of occupants, their approximate age and gender, their clothing, any visible tattoos, what their hat or shirt says. Now place an officer like that on every block simultaneously. Give each one a perfect memory, instant access to every other officer's notes nationwide, and an algorithm that automatically surfaces anyone whose movements seem unusual.

That is not a description of a system being designed. It is a description of the panopticon being built — using infrastructure that cities like El Cerrito are already paying for.

Senator Wyden's Conclusion

After working directly with Flock to negotiate privacy protections and watching those protections be circumvented, Senator Ron Wyden wrote to the company in October 2025: 'I now believe that abuses of your product are not only likely but inevitable, and that Flock is unable and uninterested in preventing them. In my view, local elected officials can best protect their constituents from the inevitable abuses of Flock cameras by removing Flock from their communities.' (Sen. Wyden letter to Flock CEO, October 16, 2025)

Section 6: California Legal Exposure

El Cerrito's use of Flock may create specific legal exposure under California law. The following is an overview for the Council's consideration; a formal legal opinion from the City Attorney is recommended.

Note: A separate analysis of the contract proposed for Council vote on May 5, 2026 — including a side-by-side comparison with the existing 2023 agreement — has been prepared and is available alongside this briefing.

- **California ALPR Privacy Act:** Prohibits local law enforcement from sharing license plate data with federal or out-of-state agencies. El Cerrito may have been in violation of this statute during the period when nationwide lookup was active — not through any deliberate decision to share, but through default settings that allowed outside agencies to query local data. Whether that prior-period exposure creates ongoing legal liability, even after settings were corrected, is a question the City Attorney should assess.
- **California AG Enforcement:** California Attorney General Rob Bonta sued the city of El Cajon in October 2025 for refusing to comply with the ALPR Privacy Act's data-sharing restrictions — signaling active enforcement intent at the state level. (Courthouse News, February 2026)
- **Fourth Amendment exposure:** A Virginia court ruled in June 2024 that mass ALPR data collection constitutes a Fourth Amendment search requiring a warrant. While not binding in California, this legal trajectory is moving toward greater restrictions on how this data can be used as prosecutorial evidence. (Wikipedia — Flock Safety; Institute for Justice)
- **CPRA liability:** To the extent that Flock's contract contained consent provisions that functioned as dark patterns under California's Consumer Privacy Rights Act, questions may arise about whether past data sharing arrangements were legally valid — and whether the city bears any residual liability even now that settings have been updated.

Section 7: Questions and Recommended Actions for Council

The Council may wish to consider the following questions and actions:

Questions to Put to Flock Directly

- **Transparency report:** Has Flock Safety ever received a FISA order, National Security Letter, or CLOUD Act demand for data from El Cerrito or any connected agency? Will Flock commit to publishing an annual transparency report?
- **El Cerrito-specific access log:** Which agencies outside El Cerrito have queried this department's Flock data? A complete audit log for the past three years should be requested.
- **Federal access:** Have any federal agencies — including ICE, CBP, DEA, FBI, or HSI — accessed El Cerrito's Flock data, directly or through shared network lookups with other agencies?
- **Contract language:** Does El Cerrito's contract contain the clause granting Flock a "worldwide, perpetual, royalty-free license" to disclose agency data? If so, the Council should demand its removal.
- **Login security:** Is El Cerrito's Flock account currently protected by two-step login verification — the type that requires a secondary code sent to a phone in addition to a password?

Pricing and Data Rights

Pricing and data rights: Flock charges approximately $2,400 per camera per year — roughly one-tenth the cost of competitors like Motorola's Vigilant Solutions. (Sacra, 2025) Flock states it does not sell data, but the perpetual irrevocable license it retains — including after contract termination — grants rights to use agency data to improve its platform and services. Before any contract renewal or termination decision, the Council should confirm what specific data rights El Cerrito's contract grants Flock over locally-generated data, and whether those rights survive the end of the contract.

Recommended Actions

- **Request a legal review:** Ask the City Attorney to review El Cerrito's Flock contract for compliance with the California ALPR Privacy Act and CPRA requirements, including an assessment of whether the 'side door' access pattern may have already triggered a violation — and whether any residual liability remains now that settings have been updated.
- **Require a full data audit:** Require Flock to produce a complete audit of every agency that has accessed El Cerrito camera data, and the stated purpose of each query.
- **Consider a moratorium:** Several California cities — Santa Cruz, Mountain View, Los Altos Hills, Richmond — have suspended or terminated Flock contracts while legal and policy frameworks develop. El Cerrito could take a comparable precautionary position.
- **Recognize the infrastructure problem:** Both Senator Wyden and a growing number of municipalities have concluded that Flock's documented abuses are not a fixable configuration problem — they are a product of the architecture itself. A nationwide interconnected database accessible to thousands of law enforcement users, held by a private company operating without transparency requirements, cannot be made reliably safe by adding opt-out toggles after the fact. The Council should weigh the long-term civil liberties implications of ALPR infrastructure against documented crime-solving benefits, recognizing that infrastructure decisions of this kind are difficult to reverse.
- **Coordinate with Contra Costa County:** Neighboring jurisdictions should be consulted to understand whether Flock's national sharing network is being used to access El Cerrito data through other agencies — the 'side door' pattern documented in communities throughout California.

The constitutional concerns raised by mass surveillance infrastructure are not new. The Supreme Court has addressed them directly:

"Awareness that the government may be watching chills associational and expressive freedoms. And the government's unrestrained power to assemble data that reveal private aspects of identity is susceptible to abuse."

— Justice Sonia Sotomayor, United States v. Jones, 2012

— — —

"The privacy and dignity of our citizens is being whittled away by sometimes imperceptible steps. Taken individually, each step may be of little consequence. But when viewed as a whole, there begins to emerge a society quite unlike any we have seen."

— Justice William O. Douglas, Osborn v. United States, 1966

Sources and References

All sources below are publicly available. Hyperlinks are included for direct access.

Source	Link	Topic
404 Media (Dec 2025)	https://www.404media.co/flock-exposed-its-ai-powered-ca...	Condor cameras exposed via Shodan; journalist tracked himself on livestream
Sen. Wyden Letter to Flock CEO (Oct 2025)	https://www.wyden.senate.gov/news/press-releases/wyden-...	Wyden: abuses 'inevitable'; recommends removing cameras

WFLX News (Jan 2026)	https://www.wflx.com/2026/01/09/flock-safety-exposed-li...	Live camera feed breach — Condor cameras
TechCrunch (Nov 2025)	https://techcrunch.com/2025/11/03/lawmakers-say-stolen-...	Stolen police logins / FTC complaint
Sen. Wyden FTC Letter	https://www.wyden.senate.gov/imo/media/doc/wyden_letter...	Congressional complaint re: login security failures
404 Media (Aug 2025)	https://www.404media.co/feds-used-local-cops-password-t...	DEA immigration search via stolen credentials
404 Media (Nov 2025)	https://www.404media.co/flock-logins-exposed-in-malware...	Flock credentials in infostealer malware
Courthouse News (Feb 2026)	https://courthousenews.com/california-drivers-accuse-fl...	CA lawsuit — 845 databases, side-door access
ACLU (Oct 2025)	https://www.aclu.org/news/privacy-technology/flock-mass...	Flock contract clause, perpetual data license
ACLU (Oct 2025)	https://www.aclu.org/news/privacy-technology/flock-roun...	ICE use, abortion investigation, expansion
UW Center for Human Rights	https://jsis.washington.edu/humanrights/2025/10/21/leav...	WA state — ICE, side-door access, federal sharing
WebProNews (Jan 2026)	https://www.webpronews.com/flock-safety-api-key-leak-ex...	Hardcoded ArcGIS API key exposure
SAN / 404 Media (Jan 2026)	https://san.com/cc/flock-threatens-website-hosting-lice...	2.3M plates released; Flock takedown attempt
ACLU (Jul 2025)	https://www.aclu.org/news/national-security/surveillanc...	Flock AI 'suspicious' movement feature; algorithm critique
ACLU (Oct 2025)	https://www.aclu.org/news/privacy-technology/flock-roun...	FreeForm person search; 'army of officers' description
Flock Safety (product page)	https://www.flocksafety.com/products/flock-freeform	FreeForm natural language person/vehicle search
Flock Safety (product page)	https://www.flocksafety.com/blog/new-ai-video-analytics...	Guardian Mode and People Detection Alerts
Flock Safety — Alpha drone	https://www.flocksafety.com/blog/flock-safety-unveils-a...	Alpha drone specs — 40x zoom, 2,000ft plate-reading
Flock Safety — Privacy & Ethics	https://www.flocksafety.com/privacy-ethics	Official denial of facial recognition on ALPR cameras
Flock Safety — Search Safeguards	https://www.flocksafety.com/blog/search-safeguards-how-...	Immigration/reproductive care filters (Oct 2025)
Flock Safety — Federal Sharing	https://www.flocksafety.com/blog/does-flock-share-data-...	January 2026 single-toggle federal sharing disable

Toggle		
Police1 / IACP (Jan 2026)	https://www.police1.com/artificial-intelligence/up-clos...	Alpha drone; NightShift AI; IACP 2025 presentation
Brennan Center (2025)	https://www.brennancenter.org/our-work/research-reports...	Nova data fusion; predictive policing risks
TechCrunch (Feb 2026)	https://techcrunch.com/2026/02/13/amazons-ring-cancels-...	Ring/Flock partnership cancelled; facial recognition trajectory
NPR (Feb 2026)	https://www.npr.org/2026/02/17/nx-s1-5612825/flock-cont...	30+ cities canceling contracts; immigration concerns
Courthouse News (Feb 2026)	https://courthousenews.com/california-drivers-accuse-fl...	California drivers lawsuit; AG El Cajon suit; 845-database query
Grandview Independent (Mar 2026)	https://www.grandviewindependent.com/richmond-council-r...	Richmond council fails to vote; cameras remain offline
ContraCosta.news (Mar 2026)	https://contracosta.news/2026/03/04/richmond-city-counc...	Richmond contract expiry; Mayor Martinez statement
GovTech (Mar 2026)	https://www.govtech.com/public-safety/debate-continues-...	Richmond debate; neighboring Bay Area cities reviewing contracts
Institute for Justice (Aug 2025)	https://ij.org/press-release/public-interest-law-firm-r...	Fourth Amendment / Norfolk ruling; federal access pause
EFF (Nov 2025)	https://www.eff.org/deeplinks/2025/11/how-cops-are-usin...	Flock used to surveil protesters and activists
EFF (Oct 2025)	https://www.eff.org/deeplinks/2025/10/flocks-gunshot-de...	Raven 'distress detection' audio expansion
Police1 / Forbes (Sep 2025)	https://www.police1.com/real-time-crime-center/from-lpr...	Flock CEO on Nova, drones, pothole expansion
DroneLife (Mar 2025)	https://dronelife.com/2025/03/20/flock-safety-secures-2...	Aerodome acquisition, $275M raise, drone expansion
Oregon Capital Chronicle (Oct 2025)	https://oregoncapitalchronicle.com/2025/10/23/alleging-...	Wyden letter: abuses 'inevitable'; Eugene termination
The Intercept (Jul 2020)	https://theintercept.com/2020/07/31/protests-surveillan...	StingRay mission creep — protests, BLM surveillance
GovTech (May 2025)	https://www.govtech.com/biz/flocks-newest-police-tool-s...	Flock Nova controversy — EFF 'dystopian panopticon'
ACLU of Oregon (Jan 2026)	https://www.aclu-or.org/press-releases/aclu-of-oregon-a...	Cameras capture pedestrians; Oregon public records lawsuit

EFF (Oct 2025)	https://www.eff.org/deeplinks/2025/10/flock-safety-and-...	Flock & Texas sheriff lied about abortion investigation; court records
404 Media (May 2025)	https://www.404media.co/a-texas-cop-searched-license-pl...	Texas abortion search — 83,000 cameras, nationwide dragnet
404 Media (Oct 2025)	https://www.404media.co/police-said-they-surveilled-wom...	Court records contradict Flock/sheriff's 'missing person' narrative
Urban Milwaukee (Feb 2026)	https://urbanmilwaukee.com/2026/02/25/milwaukee-cop-use...	Officer Ayala — 179 Flock searches to stalk romantic partner
Wisconsin Examiner (Mar 2026)	https://wisconsinexaminer.com/2026/03/13/wisconsin-comm...	Pattern of misuse; Kenosha case; Milwaukee aldermen letter
ACLU of Wisconsin	https://www.aclu-wi.org/press-releases/aclu-of-wisconsi...	ACLU: misuse is 'a pattern across the country'
Atlanta Press Collective (Apr 2026)	https://atlpresscollective.com/2026/04/17/atlanta-metro-resi...	Nonprofit/police foundation camera funding; oversight gap
Sacra Research (2025)	https://sacra.com/c/flock-safety/	Flock pricing ~1/10th competitors; $2,400/camera/year; 20x coverage claim
United States v. Jones, 565 U.S. 400 (2012)	https://supreme.justia.com/cases/federal/us/565/400/	Sotomayor concurrence on location surveillance and data aggregation
Osborn v. United States, 385 U.S. 323 (1966)	https://supreme.justia.com/cases/federal/us/385/323/	Douglas dissent on imperceptible erosion of privacy

— End of Briefing —

From:	Brian
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	Public Comments – Flock Contract renewal agenda item #9B
Date:	Tuesday, May 5, 2026 12:06:17 AM
Attachments:	Flock_Contract_Supplemental_Analysis.pdf flock_council_briefing.pdf

Caution! This message was sent from outside your organization. Allow sender | Block sender

Two documents to be included in the packet / for publication for the May 5th meeting.

Supplemental_Analysis doc is a very detailed comparison document comparing the two contracts.

flock_council_briefing.pdf is an extensively researched document covering the civil rights issue from many angles.

Please consider this case carefully. It's way bigger than El Cerrito.

-Brian

From:	Kels Jones
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 7:15:26 AM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Kels Jones
[redacted]
El Cerrito

They/Them Why this Matters
On Miwok, Muwekma, Ohlone, and Confederated Villages of Lisjan Land Native Land Map

From:	Katie Curtis
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 7:21:35 AM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear El Cerrito City Council members,

I am an El Cerrito resident.

I was horrified to learn about Flock surveillance especially in light of the growing fascism in our country.

Please cut all ties with Flock permanently, and please show better care for our community.

Thank you deeply for all of the work you do for El Cerrito.

Sincerely,
Katie Curtis

From: [redacted]
To: William Ktsanes; Lisa Motoyama; Rebecca Saltzman; Carolyn Wysinger; City Clerk
Subject: [UNKNOWN SENDER] Public comments - agenda item #9B Please do not renew Flock contract
Date: Tuesday, May 5, 2026 7:30:13 AM

Last email didn't include correct subject line so forwarding it

> It's been around for three years, and in that short time we know the Feds have accessed data without notifying El Cerrito Police. We should not be part of a system that is so ripe for abuse, especially with the Trump administration in power. If someone seeking an abortion is tracked down or ICE disappears an asylum seeker by accessing our data, that can't be undone. Please show courage, like Mountain View did, and do not renew the flock contract.
>
> Ariel Gold
> [redacted]
> El Cerrito, CA 94530

From:	Tamiko Panzella
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comment - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 7:46:25 AM

Dear El Cerrito City Council members,

I am a caregiver for my grandmother who lives in El Cerrito, that means 7 days a week I drive on El Cerrito streets. My family has been in El Cerrito since my grandparents bought thier house there in 1961, they chose El Cerrito because at that time El Cerrito was welcoming to Japanese Americans while many other cities in the Bay Area were not. What a shame, what a disapointment, what a faiulre, if this council decides to move forward with this contract that makes immigrants, people of color, and disadvantaged communities less safe. This would tarnish El Cerrito's legacy as a welcoming safehaven for these very communities. We have a strong community, we have the police, we do not need an outside company to profit off us with their mass surveillance.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito’s values.

In a public meeting about Flock on March 10, Chief Keith stated that “Technology is everywhere; it’s like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,

Tamiko Panzella

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: Public Comment: Do NOT renew the Flock contract
Date: Tuesday, May 5, 2026 8:30:37 AM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal

practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,

Selene Fabiano

[redacted]

El Cerrito CA 94530

From:	Michelle Ayazi
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 8:45:59 AM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear El Cerrito City Council members,

Good morning! I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Michelle Ayazi

From: No Reply
To: City Clerk
Subject: Public Comment Submission
Date: Tuesday, May 5, 2026 8:54:03 AM

This sender is trusted.

Submitted by: Lani Goto
Email Address: [redacted]

Commented on event: https://elcerritoca.portal.civicclerk.com/event/921/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Re: Agenda item 9B, Flock Safety Agreement - I strongly oppose this resolution and urge you to vote no. The federal government has been using Flock cameras to conduct immigration "enforcement" searches but as we've seen in Minnesota and many other places, this does nothing to keep people safe. ACLU NorCal opposes Automatic License Plate Readers (ALPRs) because they make our communities *less* safe by violating privacy, increasing the risk of dangerous police encounters, and risking exposure of our immigrant community members to harm. I've always felt the community is what makes El Cerrito a good place to live, and endangering that with Flock at a cost of up to $315,000 is shameful. Consider how those funds could go to useful programs or services that actually help the people here instead. I want El Cerrito to be a city that stands up for residents' civil liberties and stops invasive surveillance technology. Please protect your community and vote no.

NUG El Cerrito
11888 San Pablo Ave.
El Cerrito, CA 94530

May 4, 2026

El Cerrito Police Department
Attention: Chief Paul Keith
10900 San Pablo Ave.
El Cerrito, CA 94530

RE: Flock Safety Program

Police Chief Paul Keith,

I am writing to express NUG's strong support for the renewal and expansion of the City's contract with Flock Safety. As a retail business in the El Cerrito, I am encouraged by the El Cerrito City Council's upcoming discussion regarding these safety measures. The data from El Cerrito and neighboring cities highlights the undeniable impact of Automated License Plate Readers (ALPRs). In an era where criminal activity is increasingly mobile, providing our officers with real-time, objective leads is essential for keeping our businesses and neighborhoods safe.

I also want to commend the department's proactive stance on privacy and data security. Seeing that the department regularly audits the camera network and that Flock Safety has implemented new safeguards to prevent unauthorized federal access gives me great confidence in the program.

I urge the City Council to approve the contract extension to ensure our law enforcement has the modern tools necessary to protect the El Cerrito community effectively.

Sincerely,

John Oram
CEO

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comments - agenda item #9B - Please DO NOT RENEW the Flock contract
Date: Tuesday, May 5, 2026 10:15:57 AM

Dear El Cerrito City Council members,

I am an El Cerrito resident who was born and raised in this lovely town and have been lucky enough to move back here in my adulthood to raise my daughter with my husband and my immigrant mother-in-law. I have included a templated email below because I think it sums up the justified urgency, concern, and risks of continuing a relationship with Flock which puts all of us El Cerritans privacy and lives in danger, but as many other residents so overwhelmingly spoke out about this at the last public hearing, I feel so strongly about this that I it's a struggle to put into words what I feel is at risk.

I am grateful to live less than a mile from my parent who live in the home where I grew up (a few blocks from Korematsu/my former school Castro). My husband and I now have the privilege of walking my daughter to school everyday, passing neighbors, workers, students and their families who make up our diverse and wonderful community.

A few months ago, when ICE raids around the country became an unbelievable reality and real fear, we saw communities on the news coming together to protect each other. In El Cerrito we've have been lucky not to experience any of this profiling or dehumanization first hand, however, an incident just a block over in East Richmond Heights showed the terrifying reality that could have been played out. On a street nearby, masked federal agents were seen at a home, and concerned neighbors came out to record and try to ensure accountability. We heard later that the warrant they were serving was 'above board'. However, at the same time in the nearby open space at Mira Vista Field, a person walking their dog encountered some masked agents walking through the park and asked them to remove their mask (as per CA law). The agents laughed at this man, said 'No', and as they walked away, one say to another something along the lines of 'an off-leash dog would be enough reason to haul this guy in.' This was just a little interaction happened just a chain link fence away from an incredible group of young children from all different walks of life just trying to learn, and yet it is the very thing that I struggle to protect my child from daily.

My hope is that the masked agent who 'joked' about hauling my concerned neighbor away, was a one-off bad apple. The problem right now is that we live in a world where the handful of 'bad apples' have been given immense power, and no limits. It only takes one bad actor to use this insanely powerful data collected and analyzed by Flock to use it to harm communities like ours.

Tonight please protect our El Cerrito community and vote no on renewing any FLOCK contract.

Respectfully,
Laurel Ballanti
[redacted]
El Cerrito

I am writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Send to:
cityclerk@elcerrito.gov, wktsanes@elcerrito.gov, lmotoyama@elcerrito.gov, gquinto@elcerrito.gov, rsaltzman@elcerrito.gov, cwysinger@elcerrito.gov

Subject: Public comments - agenda item #9B - DO NOT RENEW the Flock contract

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Alice Hawley
[redacted]
El Cerrito, CA 94530

From: No Reply
To: City Clerk
Subject: Public Comment Submission
Date: Tuesday, May 5, 2026 10:49:45 AM

This sender is trusted.

Submitted by: Benedek Nyikos
Email Address: [redacted]

Commented on event: https://elcerritoca.portal.civicclerk.com/event/921/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Dear El Cerrito City Council, I am a citizen of El Cerrito, and I have been living here for over 15 years. I urge you to end the city's contract with Flock Safety and to stop using Flock cameras. This level of surveillance is antithetical to a democratic society, and these technologies unfairly target immigrants in our community. I believe in safety and security, but not at the expense of people's privacy. Thank you!

From: whatsup doc
To: City Clerk
Subject: [UNKNOWN SENDER] 5/5/26 city council meeting agenda item 9b
Date: Monday, May 4, 2026 5:56:36 PM

My name is Ry Crawford, I am a resident of EL Cerrito and a home owner in El Cerrito. I write to urge the city not to renew the Flock ALPR contract and to urge the council members to vote no on Police Chief Keith's proposal.

There is a known and documented danger of Flock sharing data with the Department of Homeland Security, Immigration Customs Enforcement, the FBI and Customs & Border Patrol. El Cerrito has not wanted that and has specied that the data collected in our city not be shared that way. However, we as a city have no real control over the use of the data. For that reason it is irresponsible for El Cerrito to continue to work with Flock. We have a duty to protect the citizens of El Cerrito.

Please vote no on the proposal to renew the Flock contract.

Thank you for your help with this.
Ry Crawford, EL Cerrito resident

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comment - agenda item #9B - DO NOT RENEW the Flock contract
Date: Monday, May 4, 2026 7:06:40 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Valeria Romero
[redacted]

Sent from my phone, please excuse any typos

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comment - agenda item #9B - DO NOT RENEW the Flock contract!
Date: Monday, May 4, 2026 7:13:22 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,

Wei-En Chang
[redacted]

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comment - agenda item #9B - DO NOT RENEW the Flock contract
Date: Monday, May 4, 2026 7:15:42 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Katie Patterson
[redacted] El Cerrito, CA 94530

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Flick Camera Contract Renewal
Date: Monday, May 4, 2026 7:38:13 PM

I support renewal of the Flock camera contract. I believe that ECPD can manage the contract to provide adequate privacy to EC citizens while providing invaluable information for monitoring criminal activity.

Tim Montgomery
[redacted]
El Cerrito

From:	Carey Stone
To:	William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger; City Clerk
Subject:	[UNKNOWN SENDER] Public comment - agenda item #9B
Date:	Monday, May 4, 2026 9:43:09 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Carey Stone, El Cerrito resident

From:	Dora Medrano
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comment - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Monday, May 4, 2026 10:04:32 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already several breaches of El Cerrito data. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, even though SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

"Community trust is more important than any individual tool. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."
Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that data ownership does not prevent federal subpoena compliance. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that "if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."
I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. Terminate the Flock contract and remove the cameras now.

Respectfully,

Dora Medrano Ramos

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Monday, May 4, 2026 10:16:43 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully, Christa Salo [redacted] El Cerrito, CA

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Monday, May 4, 2026 10:20:34 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.
Respectfully,

Sietse Braakman
[redacted], El Cerrito

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Monday, May 4, 2026 10:24:31 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable fellow residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data with ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in mere minutes.

El Cerrito is a sanctuary city, or at least we are supposed to be. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other federal agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 **bars** state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I need to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the

ACLU of Northern California, cautions that *“if your community builds a surveillance system that tracks people’s information, you should expect federal authorities today to potentially exploit that for their own ends.”*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, civil liberties, and community building in our city. **Terminate the Flock contract and remove their cameras from our community now**.

Respectfully,

Grey

Greyson C. Brooks (he/him)
[redacted]
El Cerrito, CA 94530
M.A. Anthropology & International Development

From:	Ameena Jandali
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comments - agenda item #9B - PLEASE DO NOT RENEW the Flock contract
Date:	Monday, May 4, 2026 10:40:57 PM

Subject: Public comments - agenda item #9B - DO NOT RENEW the Flock contract

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Regards,

Ameena Jandali
[redacted]
El Cerrito, CA 94530

From:	Katherine Plambeck
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Monday, May 4, 2026 10:42:53 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,

Katherine Plambeck

El Cerrito, CA 94530

From:	James M. Ryder
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Cc:	James Ryder
Subject:	[UNKNOWN SENDER] Public comments - item #9B - DO NOT RENEW the Flock contract
Date:	Monday, May 4, 2026 10:45:44 PM

Dear El Cerrito City Council members:

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I want our El Cerrito leaders to say what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.
Respectfully,

James Ryder
El Cerrito 94530

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Monday, May 4, 2026 11:18:52 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to **urge you to oppose the renewal of our city's contract with Flock**, given mounting evidence that ***the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.***

Research shows Flock systems ***disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining***. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it ***operates as a private data broker***. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, human safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Mia Parsons
[redacted] El Cerrito, CA 94530

From: [redacted]
To: City Clerk
Cc: William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger; Gayle Greene
Subject: [UNKNOWN SENDER] Public comment - agenda item #9B - DO NOT RENEW the Flock contract
Date: Tuesday, May 5, 2026 2:08:12 AM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:
*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*
Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information,*

you should expect federal authorities today to potentially exploit that for their own ends."
I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.
PLEASE!
Gayle Greene
[redacted]
El Cerrito CA 94530

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Tuesday, May 5, 2026 7:49:45 AM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Michael DeGroff-Kirchgraber
[redacted] El Cerrito, CA 94530

From: PAUL GILBERT-SNYDER
To: City Clerk
Subject: [UNKNOWN SENDER] Public Comments - regarding Flock camera agenda item
Date: Tuesday, May 5, 2026 8:10:48 AM

Dear City Council members,
I have been a resident of El Cerrito for over 30 years. During that time I've had the opportunity to interact with the ECPD on multiple occasions, and I'm happy to say that my interactions have always been positive and professional. I believe our police deserve tools that will help them to serve the citizens of El Cerrito. I believe automated camera systems are a great tool for policing and I support their use in El Cerrito.
IF ECPD or the City Council find specific instances of misuse of the data collected in El Cerrito, then the vendor should be held accountable. However, to discard the tool because of its potential for misuse is a grave disservice to our police department and our citizens. If there are legitimate concerns that the vendor has misused or is misusing our data, those concerns should be addressed. If specific concerns can't be resolved, alternative vendors should be researched. The tool is too useful to ignore, and doing so would fail to provide our police with the tools and support they deserve.
Thanks,
Paul Gilbert-Snyder

From:	Stephanie Sieveke
To:	City Clerk
Subject:	[UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 8:21:00 AM

Dear El Cerrito City Council member,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents. I am drawn to El Cerrito because of its values of being a sanctuary city and this contract defies our values.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Thank you,
Stephanie Sieveke
[redacted]
El Cerrito Ca 94530

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Tuesday, May 5, 2026 8:54:03 AM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,

Eileen Hazel
[redacted] El Cerrito CA 94530

--
Eileen Hazel
Song catcher, Song leader, Priestess
[redacted]

From:	Douglas Jackson
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 9:25:40 AM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,

Douglas W. Jackson
[redacted]

From:	Charlotte Chang
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 10:48:40 AM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Charlotte Chang
[redacted] 94530

From: No Reply
To: City Clerk
Subject: Public Comment Submission
Date: Tuesday, May 5, 2026 11:01:02 AM

This sender is trusted.

Submitted by: Alvaro Soria
Email Address: [redacted]

Commented on event: https://elcerritoca.portal.civicclerk.com/event/921/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Comment for Agenda #9B. Dear El Cerrito City Council members, I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents. Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE. Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes. El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values. In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already several breaches of El Cerrito data. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, even though SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities. I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers: "Community trust is more important than any individual tool. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect." Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that data ownership does not prevent federal subpoena compliance. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that "if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends." I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. Terminate the Flock contract and remove the cameras now. Respectfully, Alvaro Soria [redacted], El Cerrito

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: Public comments - agenda item #9B, NO to Flock
Date: Tuesday, May 5, 2026 11:07:28 AM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Hello,

I am an El Cerrito resident, homeowner, and parent. **I strongly urge you to oppose the renewal of the Flock contract and remove the cameras now.** These surveillance tools have high error rates and the errors too often lead to over-policing of people of color.

Flock is not a company we can trust; they've given data to the federal government at a time when that is especially dangerous, especially for immigrants, people traveling to seek reproductive health care, and people seeking to exercise their First Amendment rights. But it's not just about Flock; once that data is collected it's almost impossible to control how it's used.

I encourage you to read the ACLU NorCal study Seeing Through Surveillance: Why Policymakers Should Look Past the Hype. It includes alternative solutions to surveillance systems that produce public safety results without causing harm.

Thanks,

Virginia Reinhart
[redacted], El Cerrito

EL CERRITO POLICE EMPLOYEES ASSOCIATION
10900 San Pablo Avenue · El Cerrito, CA 94530
ecpeapresident@gmail.com · ecpeavicepresident@gmail.com

President	Vice President	Wage & Benefits	Treasurer
Kenneth Hashimoto	Ryan Trac	Michael Olivieri	Lesly Miranda

May 5, 2026

City of El Cerrito
Mayor Quinto and City Council Members
10890 San Pablo Avenue
El Cerrito, CA 94530

RE: Agenda Item 9B: Flock Safety Agreement, City Council Meeting – May 05, 2026

Dear Mayor Quinto and El Cerrito City Council Members,

On behalf of the El Cerrito Police Employees Association (ECPEA), we express our strong support for your adoption of a resolution authorizing the continued use of the Flock Safety license plate reading (LPR) system in our community. The ECPEA membership has advocated for this technology since its inception, as it significantly enhances the safety of peace officers and the communities they serve by providing timely, actionable information to help prevent and solve crime.

Since the implementation of the Flock Safety LPR system in El Cerrito, officers have been routinely recovering vehicles that were stolen or used in crimes, developing investigative leads in cases that may otherwise remain unsolved, and preventing dangerous criminal activity from infiltrating our community. As El Cerrito Police Administrators have highlighted on prior occasions, the Flock Safety LPR system has been instrumental in rapidly resolving incidents and providing critical evidence in some of the most violent criminal cases that have affected our community in recent years, including home invasions and homicides to name a few.

The ECPEA also emphasizes that the Flock Safety LPR system has been paramount for officer safety and improved outcomes for the public. The advance notice Flock provides our officers allows them to approach precarious situations with greater awareness of potential safety risks. With this information, our officers plan coordinated responses to these incidents and utilize alternative resources and de-escalation tactics when feasible. This not only protects our officers but also reduces the likelihood of dangerous encounters in the community as well.

The ECPEA respectfully urges your support of the continued use of this system as part of a comprehensive, modern approach to public safety in El Cerrito.

Thank you,

The ECPEA Board

From: Jessica Robbins
To: City Clerk
Subject: Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Tuesday, May 5, 2026 11:28:44 AM

Caution! This message was sent from outside your organization. Allow sender | Block sender

I am an El Cerrito resident and I am writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

Flock also has a history of sharing data with ICE and partnering with Palantir - two organizations that are actively facilitating the brutalization of people across the country and have demonstrated that they feel nothing but contempt for humanity.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values. These cameras are a stain upon the soul of this city, and as a long-term resident their continued presence makes me feel sick, enraged, and ashamed.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly." However, there have already been **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **this is not enough to prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information,*

you should expect federal authorities today to potentially exploit that for their own ends."

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Thanks.

Jessica Robbins

[redacted] El Cerrito CA

From: Elena Pinsky
To: City Clerk
Subject: [UNKNOWN SENDER] FLOCK out of El Cerrito
Date: Tuesday, May 5, 2026 11:30:55 AM

Please vote against FLOCK in El Cerrito. We do not need this shameful harmful surviellance technology in our community

--
Elena Pinsky

From: Allen Cain
To: City Clerk
Cc: Paul A. Keith; Allen Cain
Subject: Flock LPR Cameras, for the 5/5 meeting
Date: Tuesday, May 5, 2026 11:31:27 AM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear Members of the City Council,

I strongly support the continuation of Flock Safety license plate reader cameras as a practical, proven tool to improve public safety in our community.

Local cities have used these systems to quickly recover stolen vehicles, solve burglaries, and disrupt organized retail theft. What once took days of investigation can now happen in minutes, giving law enforcement a critical edge while using fewer resources.

These cameras do not use facial recognition. They capture license plates and basic vehicle details—information already visible in public—making them a focused, non-intrusive way to generate leads tied to reported crimes.

While no system is perfect, concerns about misuse are rare and manageable with clear policies like limited data retention, audit logs, and restricted access. The real-world results are overwhelmingly positive and measurable.

Flock cameras are a smart, cost-effective investment that enhances safety without expanding the footprint of policing. I urge the Council to continue their implementation alongside strong safeguards that are already in place.

Thank you for your consideration.

Allen Cain
El Cerrito, CA

From: Ellie Young
To: City Clerk
Subject: [UNKNOWN SENDER] Public Comments - Agenda Item 9B May 5th
Date: Tuesday, May 5, 2026 11:34:04 AM

Please add this to the public comments for the above item/meeting. Thank you.

We strongly oppose the City of El Cerrito renewing the Flock contract and refrain from contracting with any company to deploy ALPR camera in El Cerrito. We agree with ACLU's position, concern and recommendation to you. Eleanor Young and Alain Henon, [redacted], El Cerrito

From:	Radhika Gundechia
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 11:31:30 AM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.
Respectfully,
Radhika Gundechia
[redacted]
Albany, CA 94706

From:	Angela Freitas
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comments - agenda item #9B - Please DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 11:32:45 AM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Thank you,

Angela Freitas
[redacted]
El Cerrito, CA 94530

From: Toni Henle
To: William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Cc: City Clerk
Subject: [UNKNOWN SENDER] AGENDA ITEM 9B: Calling on you to not renew Flock contract
Date: Tuesday, May 5, 2026 11:37:24 AM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties and particular risk to vulnerable residents.

Flock Safety markets itself as a security company but in reality it operates as a private data broker. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be *compromised in minutes.*

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values. Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California, cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,

John and Toni Henle
[redacted]
El Cerrito 94530

From: Michael Fischer
To: City Clerk
Subject: Public Comments - Agenda Item #9B
Date: Tuesday, May 5, 2026 11:51:51 AM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Mayor and Councilmembers:

I am an East Bay native, a resident of El Cerrito since 1997, and a near lifelong resident of the East Bay. I am a strong supporter of both civil liberties and basic human decency. This leads me reluctantly to oppose the continued use of the Flock license plate surveilance camera system by our police department.

I do trust our police and appreciate what they do for our city. I support Police Chief Keith generally and applaud his bringing this issue to the attention of the council. If the information never left the control of the city, I might well support the continuation of the system.

But the system goes beyond this. I do not trust the federal policing system and especially immigration enforcement. The leadership, from the President down, is racist and inhumane. And there is no assurance that they would not seek to access the system, either legally or, indeed, illegally.

I also do not trust the county Sheriff who has reprehensibly taken retaliatory action against the city for its courageous declaration as a sanctuary city. The Flock system is a potential danger to that declaration.

I understand you received a lengthy comment from the American Civil Liberties Union of Northern California that discuses this issue in much greater detail. I join in their comment.

Thank you,
Michael Fischer

Additional 9B Public Comments received after 12 PM

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Tuesday, May 5, 2026 11:59:50 AM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Aaron Bode
San Carlos Ave

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Tuesday, May 5, 2026 12:05:04 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Michelle Katz
[redacted]
El Cerrito, CA

From: Irene Kiebert
To: City Clerk
Subject: Public Comments-Agenda item 9B
Date: Tuesday, May 5, 2026 12:13:44 PM

Caution! This message was sent from outside your organization.

Dear Members of the El Cerrito City Council —

I write to object to the continuing use of Flock Safety traffic surveillance cameras, and to urge the Council not to renew their contract. I'm an El Cerrito homeowner, and a 36-year resident.

The primary problem with using Flock is the potential for violating the civil liberties of ordinary people. Constant surveillance and data collection of people going about their normal daily business can produce—and has produced—racial profiling, unjust/illegal/erroneous immigration detentions, and erroneous (therefore arbitrary) ID of vehicles as stolen. Any of these constitutes a breach of the peace, ranging from harassment to violation of the rights to privacy, equal protection of the law, and due process.

In addition, I realize that steps have been taken to protect our data, although that was done only after some info had already been shared with the federal government. (Without the knowledge of the EC Police, according to reporting by KTVU.) Given the fanatic zealousness of the current federal government's ICE, DHS, and CBP in pursuing and detaining people, and the sophistication of the technology at their command, it is unrealistic to think that they will not find new ways to access Flock-collected data; it's just undeniably a real danger, if not inevitable. (A few years from now that assessment might be different; let's hope so.). After all, the fact that such access is and was illegal under state law did not prevent the breaches in the past.

We cannot merely "balance" the risk of actual violations of civil liberties with the debatable public safety value involved here. These are not just "technicalities." They are fundamental rights. (Reminder: the Bill of Rights also applies to non-citizens.)

I doubt that most residents of El Cerrito even know that their daily movements are being tracked and recorded (if they happen to drive where surveillance cameras have been set up), let alone that information about them may have been, and may in the future be, accessed by the federal government.

The large majority of places around the country (over 60 so far) that have stopped using Flock surveillance have done so since December 2025. Let's add El Cerrito to the growing list of places in California (Santa Cruz; Mountain View; South Pasadena, Eureka, and all of Santa Clara County) and in other states that have made that choice.

Thank you,

Irene Kiebert

From:	Shanti Leon Guerrero
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 12:16:56 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.
Respectfully,

--
Shanti K. Leon Guerrero

May 5, 2026

Honorable Mayor Gabe Quinto
Members of the El Cerrito City Council
10890 San Pablo Avenue
El Cerrito, CA 94530

Re: SUPPORT for Item #9B – Flock Safety Agreement

Honorable Mayor Quinto and Members of the El Cerrito City Council,

On behalf of the Bay Area Council (BAC), representing more than 370 of the region's largest employers, I am writing in strong support of Item #9B on the City Council meeting agenda for Tuesday, May 5, 2026 - Flock Safety Agreement. Specifically, BAC is supportive of the continued use of the Automated License Plate Reader (ALPR) system and associated public safety technology. Approval of this item will support the El Cerrito Police Department (ECPD) in strengthening its ability to respond to and prevent crime, while making more efficient use of limited resources. This item is an essential step toward improving public safety and supporting El Cerrito's economic vitality.

For 80 years, BAC has engaged business and civic-minded leaders to solve the most challenging local issues to ensure the Bay Area is the most innovative, sustainable, inclusive, and globally competitive region it can be. Nowhere is that collaboration needed more right now than in the East Bay, where cities have been slow to recover post-pandemic and crime challenges persist. In response, BAC built a strong coalition of over 125 employers who are based in or otherwise do business in the East Bay who are deeply invested in the future of the region and have been advocating for public safety and economic development improvements.

BAC's East Bay coalition is strongly supportive of the use of safety technology - implemented with appropriate safeguards - to enhance public safety in the region. And camera technology has become one of the region's most effective crime-fighting tools, particularly in cities facing persistent law enforcement staffing challenges.

Technology like ALPR helps officers identify suspects faster, connect cases, and provide prosecutors with stronger evidence. On the ground every day, this technology is a proven, effective tool in identifying stolen vehicles, recovering lost or stolen property, tracking suspects in violent crimes, preventing human trafficking, and much more. These systems both deter crime and make it possible to hold repeat offenders accountable, helping to keep momentum toward a safer and more vibrant city.

P. 415.946.8777
www.bayareacouncil.org

Bay Area Council
The Historic Klamath
Pier 9, The Embarcadero
San Francisco, CA 94111

Bay Area Council
1215 K Street, Suite 2220
Sacramento, CA 95814

Finally, cities across the region, including San Francisco, Oakland, Richmond, San Leandro, and Piedmont, have deployed Flock Safety cameras with positive results. El Cerrito deserves equal access to the same evidence-based tools. Using the same technology already deployed in neighboring jurisdictions is crucial for coordination and effective policing across jurisdictional boundaries, as crime does not adhere to city limits. Approving this contract will allow ECPD to extend its investigative reach, operate more efficiently, and continue advancing its commitment to community safety.

It is for these reasons that BAC requests your support of this important item. Should you have any questions or comments regarding this position, please contact Laura Hill, Vice President of Public Policy, at Lhill@bayareacouncil.org. Thank you for your consideration.

Sincerely,

Laura Hill
Vice President of Public Policy
Bay Area Council

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Tuesday, May 5, 2026 12:19:24 PM

Dear El Cerrito City Council members, I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock. In this age of fascism and "immigration enforcement" run amok, it is not responsible policy to provide detailed data on residents' comings and goings to a private company which has shown itself to be an irresponsible steward of this private information. I live just a few steps from a Flock camera, and it deeply concerns me that my privacy is being breached in the name of capturing a few more criminals. It would be bad enough if this data were truly secure and accessible to El Cerrito Police only. But providing it to a private company which monetizes these data is yet another step in the move towards a surveillance society, a clear and present danger during this Administration. I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. Terminate the Flock contract and remove the cameras now. Respectfully, Daniel A. Elkan [redacted] El Cerrito

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Tuesday, May 5, 2026 12:22:39 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

I am the mother of two little children (ages 3.5 and 1.5) and the idea of a mass surveillance company that is explicitly partnered with Palantir, ICE, and Trump constantly recording our community is terrifying to me and **does not make me feel safe**.

Also Flock is an incredibly disreputable company. They do not take data concerns seriously and instead view privacy concerns as a PR matter. A reputable city like El Cerrito should not be doing business with such an untrustworthy company that has violated the trust of its customers such that 50 cities have terminated their contracts with this company in the last 10 months alone! Even Ring, a literal mass surveillance company, ended its contract with Flock because it is such a disreputable company.

At a time of rising fascism in the federal government, we are relying on YOU, our local leaders, to protect us and our neighbors. We are scared by what we see on the news and we need to know that you are doing everything that you can to protect us from the very real risk of the Trump regime.

I urge you to terminate our contract with Flock and instead prioritize privacy, safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Jegath Geronimo
[redacted]

From: No Reply
To: City Clerk
Subject: Public Comment Submission
Date: Tuesday, May 5, 2026 12:23:25 PM

This sender is trusted.

Submitted by: Amelia Schmale
Email Address: [redacted]

Commented on event: https://elcerritoca.portal.civicclerk.com/event/921/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Hello, I'm writing to urge Council to vote NO on renewing the Flock contract. Flock is a notorious company that is incompetent at keeping citizens' data safe. While there are benefits to surveillance systems, the company is too new, too rife with errors. The potential for abuse is HUGE and we're already seeing it in data breaches, stalking of women, and innocent drivers being pulled over because they were erroneously flagged by license plate data entry errors. Contracting with Flock leave the City open to litigation for Flock's mistakes.

From:	Yara Lomeli-Loibl
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 12:26:31 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**. GET THE FLOCK OUT OF EL CERRITO!

Respectfully,

Yara Lomeli-Loibl
[redacted]
El Cerrito, CA 94530

--
Yara Lomeli-Loibl
[redacted]

From:	Brianna Fairbanks
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	Public comment - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 12:41:17 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already several breaches of El Cerrito data. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, even though SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

"Community trust is more important than any individual tool. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that data ownership does not prevent federal subpoena compliance. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that "if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. Terminate the Flock contract and remove the cameras now.

Respectfully,

Brianna Fairbanks

From:	Karen Peters
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] DO NOT renew the Flock contract
Date:	Tuesday, May 5, 2026 12:42:29 PM

Dear El Cerrito City Council members,

I recently learned that our city has already installed Flock cameras and may have used data collected on private citizens in conjunction with agencies that are infringing on our civil rights. There is no data that shows having this surveillance in our communities makes them any safer. I have great concern about this type of surveillance and how it is used. I believe we still have a reasonable right to privacy in our homes and communities and I find the use of this kind of surveillance very disturbing. In a time when our country is moving in a frightening direction I believe action at a local level is of utmost importance. DO NOT renew the contract with Flock. Set an example and value the preferences of your constituents.

Sincerely, Dr. Karen Peters, ND / El Cerrito homeowner and resident

From:	Edmund Arnold
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 12:39:01 PM

Dear El Cerrito City Council Members,

I am a resident of El Cerrito writing to strongly encourage you to reject the renewal of the city's contract with Flock. Growing evidence shows that the company's data practices threaten civil liberties, especially for our most vulnerable community members.

Studies indicate that Flock's systems can disproportionately target young people, unhoused individuals, and communities of color due to misidentification, biased policing patterns, and data-driven redlining. There is also a documented history of the company sharing data with ICE.

Although Flock Safety presents itself as a public safety solution, it effectively functions as a private data broker. Its model relies on selling surveillance technology to police departments, then profiting further by granting paid access to the collected data across jurisdictions. This largely unregulated surveillance network has also been shown by independent researchers to be vulnerable to breaches within minutes.

El Cerrito is a sanctuary city. At a time when we have committed to protecting immigrants and other at-risk residents from federal overreach, continuing to invest in surveillance systems that could be used against those same individuals contradicts our stated values.

During a public meeting on March 10, Chief Keith compared trust in surveillance technology to trust in medical data systems. However, this statement came despite multiple known breaches involving El Cerrito's own data. For months, federal agencies including the FBI, ATF, and GSA—as well as numerous out-of-state entities—were able to access local license plate reader data, despite state law prohibiting such sharing.

I would welcome hearing our city leadership affirm what another police chief once said when discontinuing similar technology: that community trust matters more than any single tool, and that public safety ultimately depends on strong relationships with the people being served.

Even if tighter controls are placed on Flock data, recent legal developments make clear that local ownership does not shield that data from federal subpoenas. This means El Cerrito would have limited ability to prevent federal access. Legal experts have warned that any surveillance system built at the local level can be leveraged by federal authorities.

For these reasons, I urge you to reject the contract renewal and instead prioritize privacy, immigrant protections, and civil liberties. Please terminate the Flock agreement and remove the cameras.

Respectfully,

El Cerrito Resident

Edmund Arnold

From:	Joemy Ito-Gates
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 12:45:07 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Joemy Ito-Gates
[redacted]
El Cerrito

From: Mehmet Seflek
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Tuesday, May 5, 2026 12:51:53 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Mehmet Seflek

From:	Jenny Patchen
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 1:09:36 PM

Dear Mayor and Councilmembers,

I am writing to urge you to vote **no** on the proposed resolution authorizing the City Manager to enter into a three-year agreement with Flock Safety for license plate reading cameras at a cost not to exceed **$315,000**.

I recognize the importance of public safety and the difficult work of the El Cerrito Police Department. But automated license plate reader systems raise serious privacy, civil liberties, oversight, and fiscal concerns that have not been adequately resolved. A citywide network of cameras that records the movements of residents, workers, visitors, and passersby is not a narrow public safety tool. It is a form of mass location surveillance.

The issue is not only whether the cameras can help in some investigations. The question is whether El Cerrito should normalize the continuous collection of vehicle-location data on everyone, including people who are not suspected of any crime. That tradeoff deserves a much higher standard of necessity, transparency, and accountability than this proposed agreement appears to provide.

I am especially concerned about the following:

First, license plate reader systems collect sensitive location data. A person's vehicle movements can reveal where they live, work, worship, seek medical care, attend school, visit family, or participate in political or community activity. Even when the stated purpose is crime prevention, the underlying data can be highly revealing.

Second, Flock's own policies allow for disclosure of license plate reader data in response to legal process and in other circumstances the company deems reasonably necessary. That means local assurances about limited use may not fully control how data is accessed, preserved, or disclosed once it is part of a vendor-managed surveillance platform.

Third, regional and national data-sharing practices can expand the practical reach of these systems far beyond the local purpose originally presented to residents. El Cerrito should not enter or renew a long-term agreement unless the City can guarantee strict limits on sharing, retention, auditing, immigration-related use, and secondary uses.

Fourth, the cost is substantial. A commitment of up to $315,000 over three years should be evaluated against other public safety investments that do not require mass surveillance, such as traffic safety, violence prevention, youth services, street lighting, community-based response, emergency preparedness, and investigative staffing.

Finally, public trust matters. Residents should not be asked to accept a surveillance system first and debate safeguards later. The City should not approve this agreement unless there is clear, enforceable policy language adopted by the Council, independent oversight, public reporting, short retention limits, audit logs, penalties for misuse, and a demonstrated showing that the benefits outweigh the harms.

For these reasons, I respectfully ask the Council to vote **no** on the proposed Flock Safety agreement. At minimum, the Council should decline any three-year contract and require a separate public process to evaluate whether this technology is truly necessary, whether less invasive alternatives exist, and whether legally binding safeguards can be adopted before any further use.

El Cerrito should prioritize safety, accountability, and civil liberties together. Approving this agreement would move the City in the wrong direction.

Sincerely,

Jenny Patchen

From: Kate Isenberg
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Tuesday, May 5, 2026 1:14:26 PM

Dear El Cerrito City Council members,

I live in El Cerrito. I am writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Kate Isenberg
[redacted]
El Cerrito, CA 94530

From: No Reply
To: City Clerk
Subject: Public Comment Submission
Date: Tuesday, May 5, 2026 1:17:57 PM

This sender is trusted.

Submitted by: Collin Baker
Email Address: [redacted]

Commented on event: https://elcerritoca.portal.civicclerk.com/event/921/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: As an El Cerrito homeowner, I oppose the continued deployment of FLOCK ALPR cameras in El Cerrito for several reasons: (1) The error rate from the license plate reading function is unacceptably high (around 30%). (2) They will inevitably be used for other kinds of surveillance besides license plates. (3) The data collected, despite promises to the contrary, will inevitably be used by organizations outside El Cerrito, including the FBI, ICE, and unknown others. El Cerrito should join with other East Bay communities in banning the use of this kind of public surveillance equipment.

From: [redacted]
To: City Clerk
Subject: [UNKNOWN SENDER] Agenda Item #9B
Date: Tuesday, May 5, 2026 1:21:16 PM

I am a registered voter in El Cerrito and I am resolutely against the use of and contract with Flock for license plate reading. I will vote against any candidate who endorses them and this blatant waste of money, violation of privacy, and police overreach under a farcical notion of prevention of crime.

From: Rebecah Kenny
To: City Clerk
Subject: [UNKNOWN SENDER] Public Comments - agenda item 9B
Date: Tuesday, May 5, 2026 1:21:37 PM

I strongly oppose renewing the city's contract with Flock, whether under the previous contract language or under new language. Flock has an extensively documented history of privacy violations. Flock willfully deceives and misleads cities about the lack of privacy and data security controls in its contracts and protocols, and the company even changes settings to be more permissive without the knowledge or consent of cities. Working with Flock makes our community less safe and less secure. Vote NO to Flock.

Rebecah Kenny
El Cerrito resident

From:	Amalia Mariño
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Cc:	William O"Brien
Subject:	Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 1:26:13 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Amalia Mariño & Willam O'Brien

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Tuesday, May 5, 2026 1:41:11 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Chris Rodriguez
[redacted]

From:	Amber Hatfield
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 12:55:04 PM

Dear El Cerrito City Council members,

I am writing to urge you to oppose the renewal of El Cerrito's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through **misidentification, racialized policing, and data-driven redlining**. Flock also has a history of **sharing data w/ ICE.**

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,

Amber Hatfield

From: [redacted]
To: City Clerk
Subject: Flock out ofr El Cerrito
Date: Tuesday, May 5, 2026 1:49:19 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Subject: Public comments - agenda item #9B - DO NOT RENEW the Flock contract

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal

practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Eugene Robinson
[redacted]
El Cerrito

Flock Safety Renewal

Paul Keith

Chief of Police

May 5, 2026

Project Background

Master Services Agreement (existing)

Term

- 3 years

Major Provisions

- Termination for Convenience Clause
- Proration
- Fee for Camera Removal

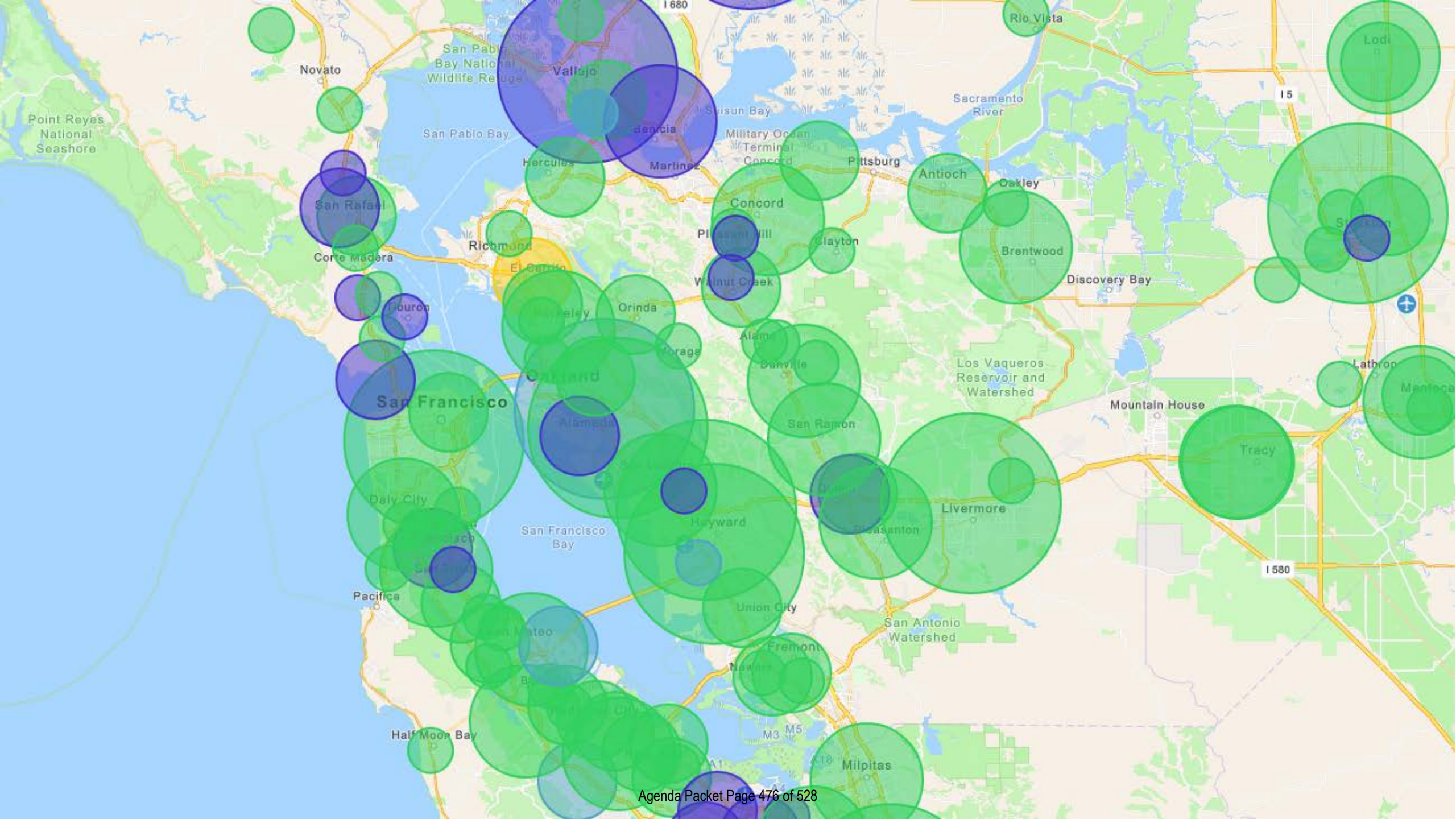
Master Services Agreement (proposed)

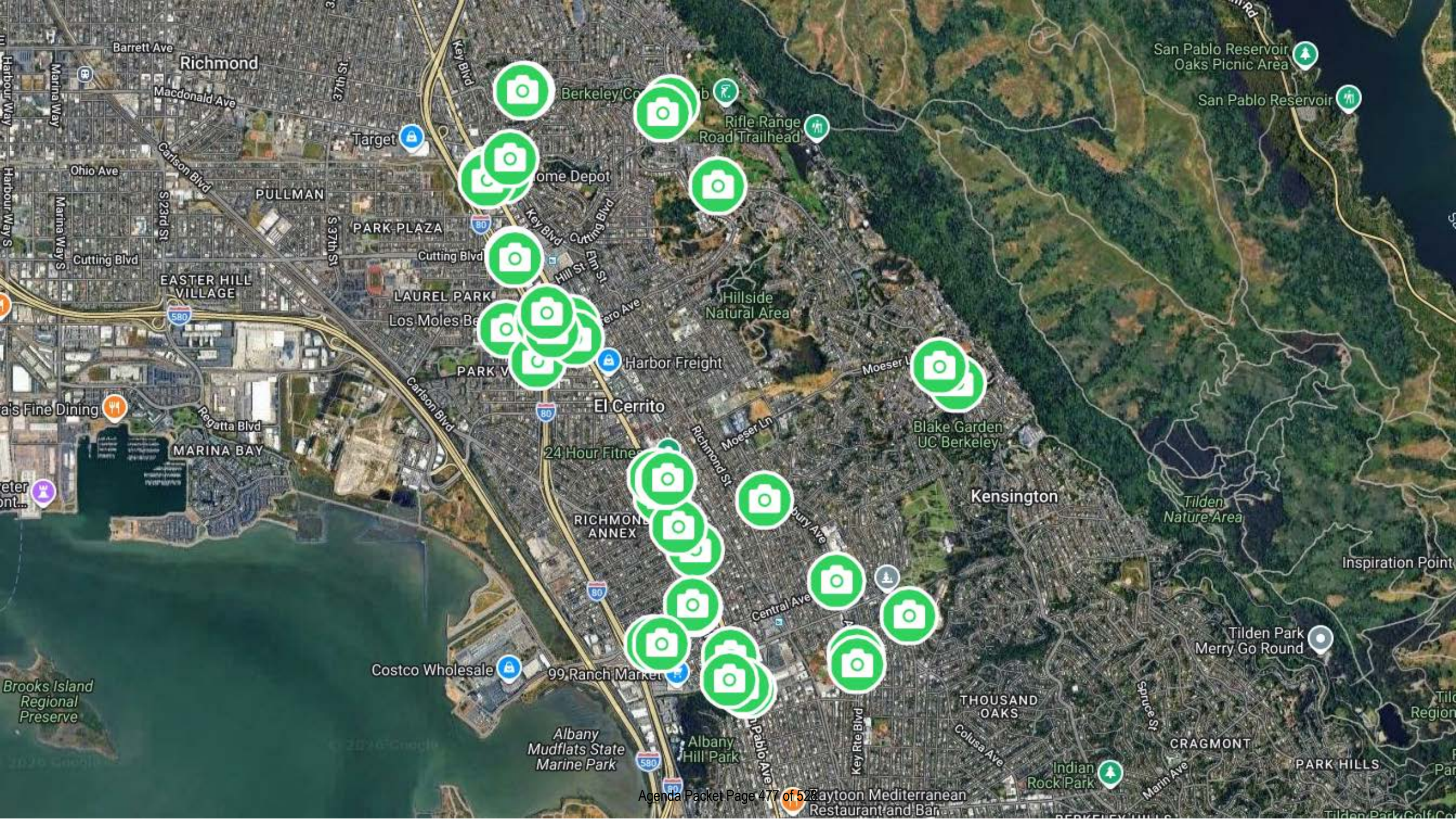
Term Options

- 1 year
- 3 years

Major Provisions

- Unauthorized Access Penalty = $34,500
- Unauthorized Access Assurances
- Termination Clause


Point Reyes National Seashore
Novato
San Pablo Bay National Wildlife Refuge
Vallejo
San Pablo Bay
Suisun Bay
Sacramento River
Rio Vista
Lodi
I 680
I 5
Hercules
Martinez
Pittsburg
Antioch
Oakley
Concord
Pleasant Hill
Clayton
Brentwood
Discovery Bay
San Rafael
Corte Madera
Richmond
El Cerrito
Walnut Creek
Orinda
Alamo
Danville
Los Vaqueros Reservoir and Watershed
Lathrop
Mountain House
Tracy
Oakland
San Francisco
Alameda
San Ramon
Livermore
Pleasanton
Daly City
Hayward
San Francisco Bay
I 580
Pacifica
Union City
San Antonio Watershed
Fremont
Half Moon Bay
Milpitas


Barrett Ave
Richmond
Macdonald Ave
Harbour Way
Marina Way
37th St
Key Blvd
Berkeley Country Club
Rifle Range Road Trailhead
San Pablo Reservoir Oaks Picnic Area
San Pablo Reservoir
Target
Carlson Blvd
Ohio Ave
PULLMAN
Harbour Way S
Marina Way S
S 23rd St
S 37th St
PARK PLAZA
Cutting Blvd
Hill St
Elm St
EASTER HILL VILLAGE
LAUREL PARK
Los Moles Be
Hillside Natural Area
Harbor Freight
PARK V
Moeser Ln
Blake Garden UC Berkeley
El Cerrito
Regatta Blvd
MARINA BAY
24 Hour Fitness
Richmond St
Kensington
RICHMOND ANNEX
Tilden Nature Area
Inspiration Point
Central Ave
Tilden Park Merry Go Round
Costco Wholesale
99 Ranch Market
Brooks Island Regional Preserve
Albany Mudflats State Marine Park
Albany Hill Park
Pablo Ave
Key Rte Blvd
THOUSAND OAKS
Colusa Ave
Spruce St
CRAGMONT
PARK HILLS
Indian Rock Park
Marin Ave
Zaytoon Mediterranean Restaurant and Bar
Tilden Park Golf Co
Tilden Regional

Camera v. Cellphone

Other Regional Surveillance

- Public Transit
- Airports
- Ferries
- Commute Corridors
- Bridges
- Toll Roads
- Businesses
- Private Residences

Flock Output

Flock Safety

Report ID: 8de47524-6445-43cf-94c8-184db7b7704c
Date Created: 4/30/2026, 10:54 AM PDT

Investigative Summary

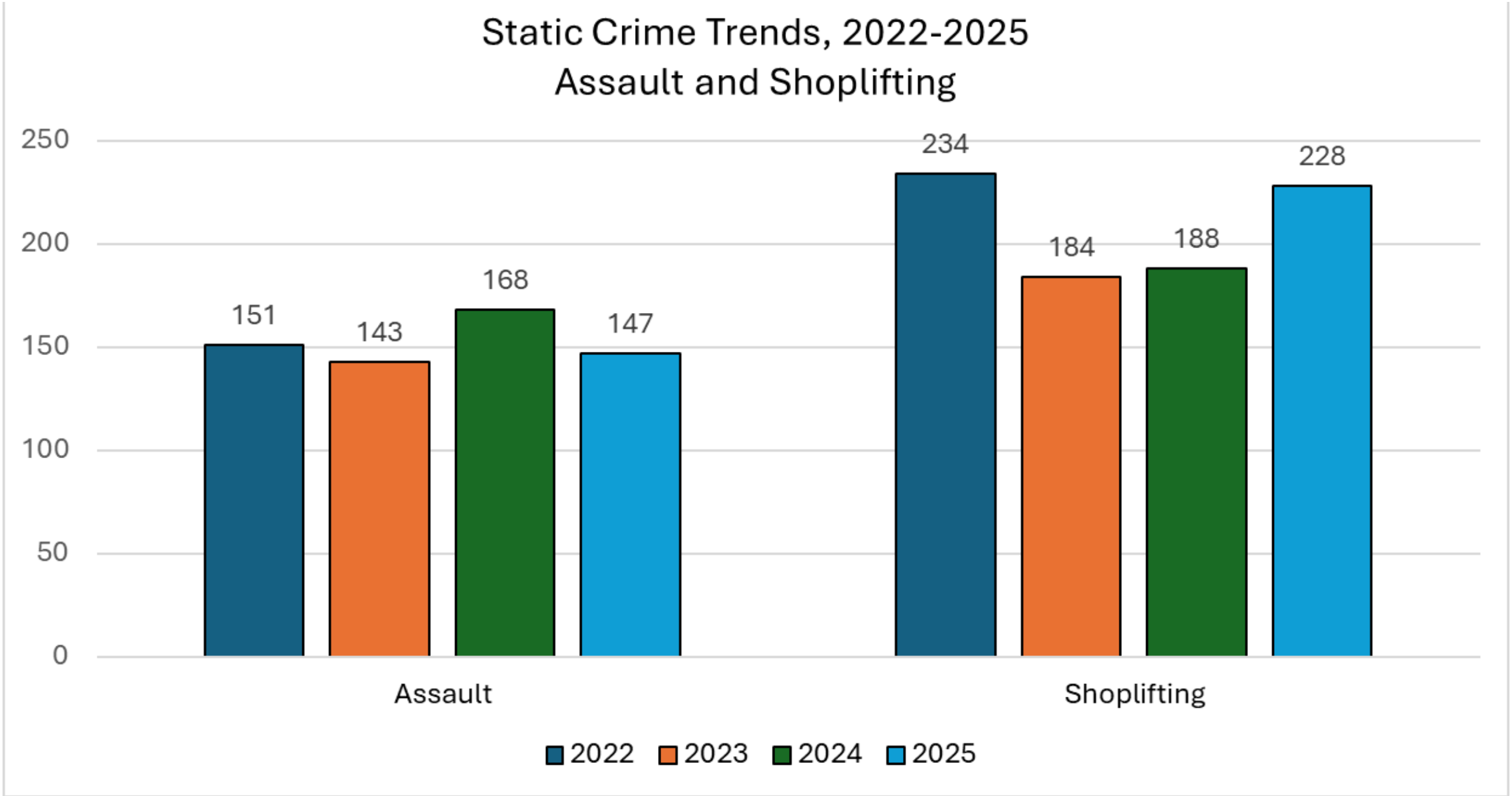
License Plate Read

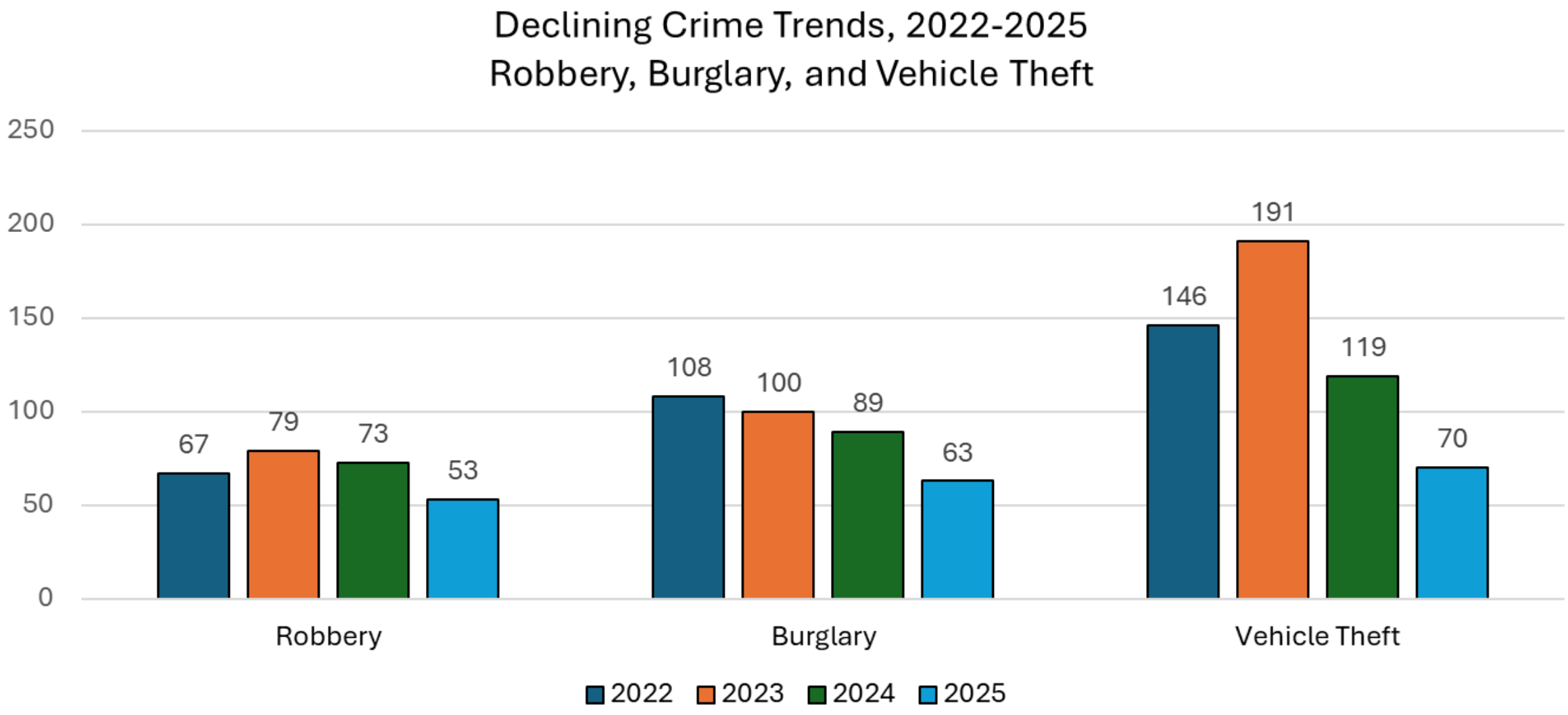
License Plate Detection

Organization name	Created by	Date created	Offense type
El Cerrito CA PD	Lauren Caputo	April 30, 2026	Welfare Check

License Plate Detection Details

License plate	1714231
Body, make, color	SUV-Ford-Black
Local date/time captured	April 30, 2026, 9:46:22 AM PDT
Organization name	El Cerrito CA PD
Search reason	
Case number	
Device name	#09 San Pablo Ave @ Potrero Ave - SB
Device type	LPR
Device location	37.92033544422193, -122.31508109837648
Nearest address	San Pablo Av & Potrero Av, El Cerrito, CA 94530, USA
Device network	El Cerrito CA PD

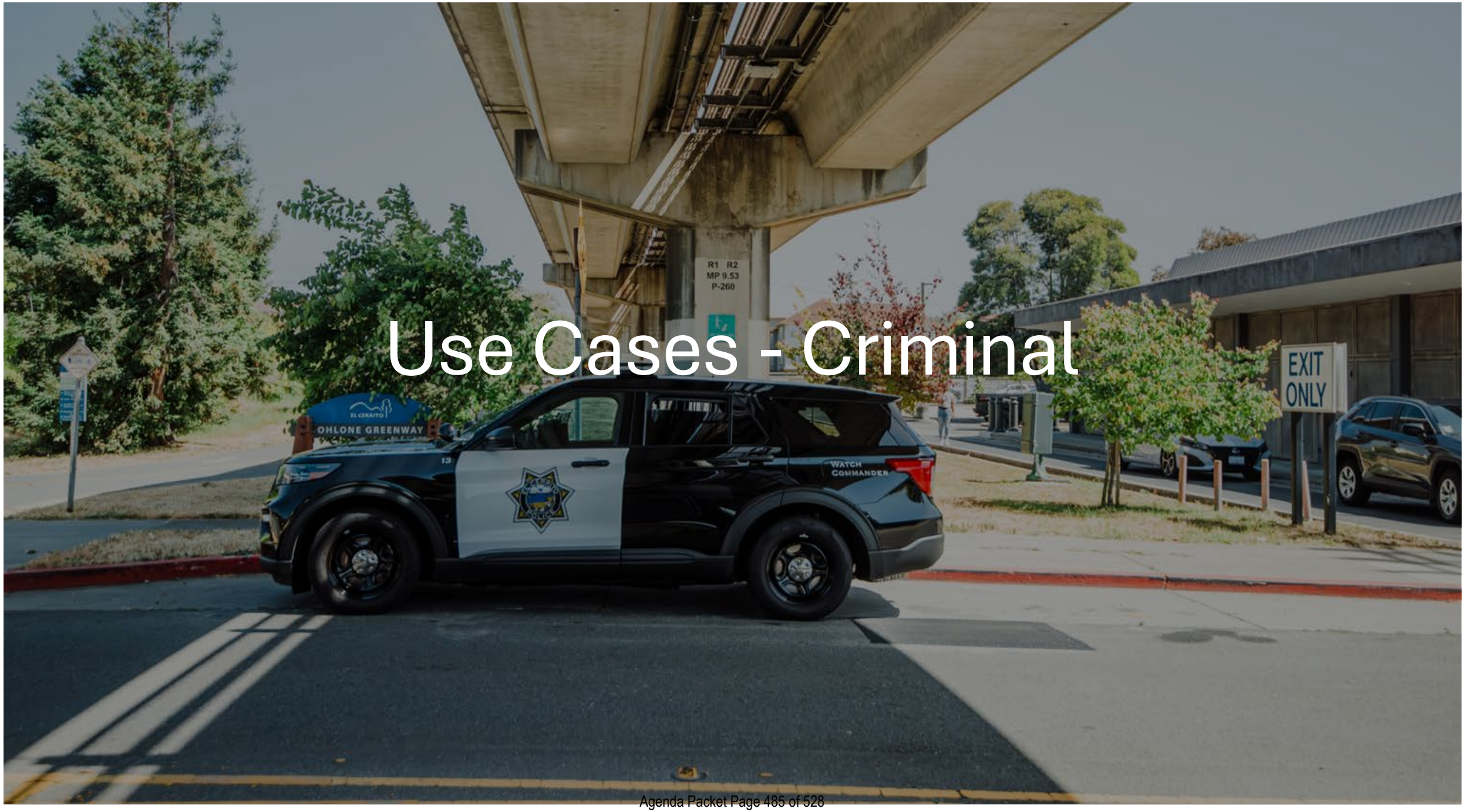

Static Crime Trends, 2022-2025
Assault and Shoplifting
250
200
150
100
50
0
151
143
168
147
234
184
188
228
Assault
Shoplifting
2022
2023
2024
2025


Declining Crime Trends, 2022-2025
Robbery, Burglary, and Vehicle Theft
250
200
150
100
50
0
67
79
73
53
108
100
89
63
146
191
119
70
Robbery
Burglary
Vehicle Theft
2022
2023
2024
2025

Case Clearances 2022-2025

Crime	2022 Clearance Rate	2025 Clearance Rate	% Change
Robbery	19.35%	37.74%	95% increase
Assault	32.94%	45.71%	38% increase
Burglary	6.6%	11.29%	71% increase
Larceny	4.94%	14.42%	191% increase

Use Cases - Traffic



Use Cases - Criminal

Possible Council Actions

- Affirmatively renew existing agreement
- Direct staff not to renew existing agreement
- Direct staff to enter into a new proposed agreement
- Take no action
- Other alternatives as developed by council

Flock Safety Renewal

Paul Keith

Chief of Police

May 5, 2026

Public Comments Received after 2 p.m.

From: Eva Russell
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Flock
Date: Tuesday, May 5, 2026 2:12:11 PM

Hello all,

Just wanted to express my support for Flock or similar community surveillance to prevent crime. I obviously support privacy as a general matter, but for the sake of safety and identifying those perpetrating crimes, I support Flock.

Thank you,

Eva Russell
EC homeowner

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Tuesday, May 5, 2026 2:13:36 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Elizabeth Woolford
[redacted] (El Cerrito)

From:	Mary Barnsdale
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Please don"t renew the Flock contract
Date:	Tuesday, May 5, 2026 2:18:06 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident opposed to renewing the city's contract with Flock.

Massive amounts of personal information have been illegally collected by DOGE and others. ICE remains a threat to our communities. There is mounting evidence that Flock's privacy practices also pose serious risks to our civil liberties, and particular risk to vulnerable residents.

As a community proud of its democratic activism, El Cerrito should take a stand against this erosion of privacy and security. **Don't make it easy for those who might attempt to curtail our liberties.**

Please terminate the Flock contract and remove the cameras. Thank you.

Respectfully,

Mary Barnsdale
[redacted]
El Cerrito

From:	Lauren Alegre
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 2:18:51 PM

To the El Cerrito City Council members:

I am a resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**

Thank you,

-Lauren A.

From: [redacted]
To: City Clerk; Gabe Quinto; Carolyn Wysinger; Rebecca Saltzman; Lisa Motoyama; William Ktsanes
Subject: [UNKNOWN SENDER] Fwd: Public Comments - Agenda Item 9B
Date: Tuesday, May 5, 2026 2:24:23 PM

Greetings El Cerrito mayor and council members,

I write to you as a quarter century long homeowner in El Cerrito to express very strong opposition to renewal of the flock surveillance contract.

Flock, by design, is a system of mass surveillance and as such is in direct conflict with constitutional rights - starting with the fourth amendment which protects against warrantless searches of persons and their property.

Recent revelations of unauthorized access of the nationwide Flock dataset by federal agencies and others are a wake-up call to all city governments that would consider new or renewed contracts with Flock.

The idea that a system of mass surveillance is necessary to either deter crime or solve crimes is not accurate. There are many other tools that, involve much greater privacy protection, that can achieve the same results.

Please join the growing number of municipalities around the United States that are ending there engagement with this vendor and it's odious constitution shredding system.

Thank you,
Tom Parks
El Cerrito CA

---------- Forwarded message ---------
From: **Thomas Parks** <[redacted]
Date: Tue, May 5, 2026, 2:12 PM
Subject: Public Comments - Agenda Item 9B
To: EC City Council <[redacted]>

Greetings El Cerrito mayor and council members,

I write to you as a quarter century long homeowner in El Cerrito to express very strong opposition to renewal of the flock surveillance contract.

Flock, by design, is a system of mass surveillance and as such is in direct conflict with constitutional rights - starting with the fourth amendment which protects against warrantless searches of persons and their property.

Recent revelations of unauthorized access of the nationwide Flock dataset by federal agencies and others are a wake-up call to all city governments that would consider new or renewed contracts with Flock.

The idea that a system of mass surveillance is necessary to either deter crime or solve crimes

is not accurate. There are many other tools that, involve much greater privacy protection, that can achieve the same results.

Please join the growing number of municipalities around the United States that are ending there engagement with this vendor and it's odious constitution shredding system.

Thank you,
Tom Parks
El Cerrito CA

From: Elena Pinsky
To: City Clerk
Subject: [UNKNOWN SENDER] PUBLIC COMMENTS: NO FLOCK in EL CERRITO
Date: Tuesday, May 5, 2026 2:39:36 PM

Please vote NO on Flock in El Cerrito. There is no place for this harmful biased technology in our communities. They DO NOT make us safer!

--
Elena Pinsky

From:	Joe Khalaf
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Please Oppose Flock Renewal
Date:	Tuesday, May 5, 2026 2:43:55 PM

Dear Council members,

I am a resident of El Cerrito urging you to vote NO on renewing the El Cerrito Police Department's contract with Flock Safety when you take your final vote today (Tuesday, May 5, 2026). The current contract for 40 Flock automated license plate readers (ALPRs) in our community is set to expire on June 6, 2026; renewing it would lock El Cerrito into a surveillance platform that endangers privacy, civil liberties, and public safety.

Key concerns and why we need to drop Flock asap:

- It's a platform, not just a camera. The City has been told officers "only have access to still images of plates," but Flock's product suite goes far beyond ALPRs including:
-
    - FreeForm— AI search that finds people by physical description.
    - Raven — marketed for gunshot detection and now promoted to detect "human voices in distress," introducing wide-detecting audio capture.
    - Patent US11416545B1 — Flock's patented methods classify people by race, gender, height, and weight into searchable records. These capabilities make the system a searchable, persistent database of people and behavior, not merely a traffic camera.

- Documented loss of local control. Official government findings show local communities lose control of their data once it enters Flock's national network:
-
    - Mountain View, CA — Flock enabled a "nationwide" setting without police knowledge; federal agencies later accessed local data.
    - Cambridge, MA — Flock installed cameras after the council had ordered deactivation; the contract was later terminated for a "breach of trust."
    - Washington state — Border Patrol accessed data from ten departments that never agreed to share.

These are not mere allegations; they are official, documented incidents demonstrating that local policies and promises can be overridden by networked access.

- **Hackable — documented vulnerabilities.** Vendor and device vulnerabilities are not solved by internal audits alone. Flock-related devices appear in federal cybersecurity records with at least 22 confirmed vulnerabilities. Investigations have shown individual cameras (Condor models) exposed online without passwords, streaming live footage viewable by anyone. A compromised camera can be taken over in seconds — creating direct safety and privacy risks for residents.

- **New audio collection multiplies harm.** The addition of far-ranging microphones and audio-capable sensors moves the system from location tracking to potential recording of speech and private conversations in public spaces, increasing the risk of chilling lawful expression and broad misuse.

- **Disproportionate harms and misuse.** Flock's national network has been used by federal agencies, administrations, and their partners (e.g. Palantir) to target immigrants, protesters, and people seeking reproductive care across state lines. These systems disproportionately harm marginalized communities and erode trust in local institutions.

- **Weak oversight, retention, and transparency.** The contract lacks enforceable, public safeguards: independent audits, strict retention limits, public query logs, and transparent access records. Without these, we cannot verify who has accessed El Cerrito's data or for what purpose.

- **Safer, privacy-respecting alternatives exist.** Community policing, targeted investigations based on probable cause, neighborhood tip lines, lighting and traffic-calming measures, and investments in social services protect safety without creating a permanent, searchable record of residents' movements and speech.

Requests of you:

1. Vote NO on renewing the Flock contract.
2. Require a full independent audit of all data collected to date, including a public log of all queries and a list of every agency or party that accessed El Cerrito data before any consideration of a future contract.
3. Pass an ordinance prohibiting mass, continuous ALPR (Automated License Plate Reader) deployment and any audio-capable public surveillance systems that create generalized, searchable records of residents' movements or speech.
4. Reallocate funds toward non-surveillance public-safety measures and community-based solutions.

Please protect El Cerrito residents' privacy, safety, and civil liberties by refusing to renew this contract. We're witnessing the rapid deterioration of privacy and civil rights in the name of a growing surveillance state marketed as "security." With your leadership and community action, we can remove this surveillance platform from our city and pursue safer, privacy-respecting alternatives.

Sincerely,

[redacted]
7829 Terrace Dr.

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: Re: Public Comments – Flock Contract renewal agenda item #9B
Date: Tuesday, May 5, 2026 2:57:42 PM

---

footnote4a.org

More excellent reading on the topic of Flock audit reliability for anyone interested.

It appears that the audit logs that Flock provides us are not consistent when viewed on different days and times. This reporting presents strong circumstantial evidence that Flock is at worst manipulating its audit logs or at best extremely technically negligent in how they present this critical oversight data.

You'll have an opportunity to ask about immutable audit logs tonight when the flock representative is present.

I would like to ask the Flock representative present tonight to answer one question directly, on the record, to this Council:

"I'm light of recent reporting from Footnote4a on the apparent unreliability of your audit logs, how can you guarantee that El Cerrito's audit logs are truly immutable? — can you guarantee that no record in your audit logging system once written, has ever been altered, deleted, or replaced — and if so, can you provide a cryptographic proof or independent third-party attestation of that guarantee?"

If the answer is anything other than yes with documentation, the accountability this Council has been sold does not exist.

-Brian Fogg

On Mon, May 4, 2026 at 11:55 PM Brian [redacted] > wrote:

> Two documents to be included in the packet / for publication for the May 5th meeting.
>
> Supplemental_Analysis doc is a very detailed comparison document comparing the two contracts.
>
> flock_council_briefing.pdf is an extensively researched document covering the civil rights issue from many angles.
>
> Please consider this case carefully. It's way bigger than El Cerrito.
>
> -Brian

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public Comments - Agenda Item #9B: Please Oppose Flock Renewal
Date: Tuesday, May 5, 2026 2:59:09 PM

Dear Council members,

I am a resident of El Cerrito urging you to vote NO on renewing the El Cerrito Police Department's contract with Flock Safety when you take your final vote today (Tuesday, May 5, 2026). The current contract for 40 Flock automated license plate readers (ALPRs) in our community is set to expire on June 6, 2026; renewing it would lock El Cerrito into a surveillance platform that endangers privacy, civil liberties, and public safety.

Key concerns and why we need to drop Flock asap:

- It's a platform, not just a camera. The City has been told officers "only have access to still images of plates," but Flock's product suite goes far beyond ALPRs including:
-
    - FreeForm— AI search that finds people by physical description.
    - Raven — marketed for gunshot detection and now promoted to detect "human voices in distress," introducing wide-detecting audio capture.
    - Patent US11416545B1 — Flock's patented methods classify people by race, gender, height, and weight into searchable records. These capabilities make the system a searchable, persistent database of people and behavior, not merely a traffic camera.

- Documented loss of local control. Official government findings show local communities lose control of their data once it enters Flock's national network:
-
    - Mountain View, CA — Flock enabled a "nationwide" setting without police knowledge; federal agencies later accessed local data.
    - Cambridge, MA — Flock installed cameras after the council had ordered deactivation; the contract was later terminated for a "breach of trust."
    - Washington state — Border Patrol accessed data from ten departments that never agreed

to share.

These are not mere allegations; they are official, documented incidents demonstrating that local policies and promises can be overridden by networked access.

- **Hackable — documented vulnerabilities.** Vendor and device vulnerabilities are not solved by internal audits alone. Flock-related devices appear in federal cybersecurity records with at least 22 confirmed vulnerabilities. Investigations have shown individual cameras (Condor models) exposed online without passwords, streaming live footage viewable by anyone. A compromised camera can be taken over in seconds — creating direct safety and privacy risks for residents.

- **New audio collection multiplies harm.** The addition of far-ranging microphones and audio-capable sensors moves the system from location tracking to potential recording of speech and private conversations in public spaces, increasing the risk of chilling lawful expression and broad misuse.

- **Disproportionate harms and misuse.** Flock's national network has been used by federal agencies, administrations, and their partners (e.g. Palantir) to target immigrants, protesters, and people seeking reproductive care across state lines. These systems disproportionately harm marginalized communities and erode trust in local institutions.

- **Weak oversight, retention, and transparency.** The contract lacks enforceable, public safeguards: independent audits, strict retention limits, public query logs, and transparent access records. Without these, we cannot verify who has accessed El Cerrito's data or for what purpose.

- **Safer, privacy-respecting alternatives exist.** Community policing, targeted investigations based on probable cause, neighborhood tip lines, lighting and traffic-calming measures, and investments in social services protect safety without creating a permanent, searchable record of residents' movements and speech.

Requests of you:

1. Vote NO on renewing the Flock contract.
2. Require a full independent audit of all data collected to date, including a public log of all queries and a list of every agency or party that accessed El Cerrito data before any consideration of a future contract.
3. Pass an ordinance prohibiting mass, continuous ALPR (Automated License Plate Reader) deployment and any audio-capable public surveillance systems that create generalized, searchable records of residents' movements or speech.
4. Reallocate funds toward non-surveillance public-safety measures and community-based solutions.

Please protect El Cerrito residents' privacy, safety, and civil liberties by refusing to renew this contract. We're witnessing the rapid deterioration of privacy and civil rights in the name of a growing surveillance state marketed as "security." With your leadership and community action, we can remove this surveillance platform from our city and pursue safer, privacy-respecting alternatives.

Sincerely,
Joe Khalaf
[redacted]

From:	Kenneth Pack
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comments - Agenda item #9B - Please DO NOT RENEW the Flock Contract.
Date:	Tuesday, May 5, 2026 3:01:15 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE, whether or not the City they're contracting with authorizes it.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes. This has happened again, and again, and again: simply google flock data breach.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

> *"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the

ACLU of Northern California cautions that *“if your community builds a surveillance system that tracks people’s information, you should expect federal authorities today to potentially exploit that for their own ends.”*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Kenneth Pack
El Cerrito Plaza

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Tuesday, May 5, 2026 3:08:51 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to

protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does**

not prevent federal subpoena compliance. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Benjamin Pauw
[redacted]
El Cerrito, CA 94530

From: erikdragos
To: City Clerk
Subject: [UNKNOWN SENDER] Flock Cameras
Date: Tuesday, May 5, 2026 3:14:52 PM

The use of Flock cameras in our city is nothing less than an unconstitutional system of mass surveillance that is more effective at eroding trust in society than safeguarding it. With official statistics showing the rates of violent crime steadily decreasing for decades, and with civil rights of citizens being eroded faster than ever, we should reject an expensive, risky, privately owned mass surveillance system which has no place in our society. As a registered voter in El Cerrito, I will work to vote out every councilperson who supports the use of Flock.

We all want a safe society, but safety is more than simply tracking everyone's movements by automated camera. The harms of Flock are far greater than it's benefits:

-It's anti-4th amendment: Just as police cannot place a tracker on your car without a warrant, you should not be tracked by Flock cameras everywhere you go, as it is in effect the same thing.
-The images and data can and has been abused or misused by city police for personal gain, including stalking, which has happened numerous times across the country.
-The system can and has been used by ICE and other federal agencies in violation of local policy, even with attempts at safeguarding against outside use, due to security flaws
-Flock inacurately overstates the amount of crimes it helps solve
-There are numerous security flaws and people have shown how easily the data is accessible by outsiders
-It captures more than just license plate data; the photos of people walking by and houses are also collected whenever the camera is triggered by vehicle
-Innocent people have been wrongly arrested already
-Many cities across the countries are canceling Flock contracts or banning their use due to grave civil liberty concerns and potential for misuse

Please think beyond the potential for crimes to be solved, and think also about the potential harms to innocent individuals and society as a whole that can come from such a powerfully invasive system.

Thank you,
Erik Dragos

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comments - agenda item #9B DO NOT RENEW the Flock contract.
Date: Tuesday, May 5, 2026 4:02:10 PM

Subject: Public comments - agenda item #9B - DO NOT RENEW the Flock contract

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*
Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance*

system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Mary T. Curran
[redacted]
El Cerrito, CA

Sent from my iPad

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Tuesday, May 5, 2026 4:14:33 PM

Dear El Cerrito City Council members,

I am an El Cerrito homeowner writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.
#GetTheFlockOut

Respectfully,
Kelly Beccaria
[redacted] El Cerrito, CA

From: Makalia Aga
To: City Clerk
Subject: Flock Safety for License plate reading
Date: Tuesday, May 5, 2026 4:39:11 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

To whom it may concern,
This device agreement should not be renewed in my opinion. There are other important issues to be addressed in the city that need improvements. Example, the street's potholes.
Thanks,

From: kate frei
To: City Clerk
Subject: No to Flock
Date: Tuesday, May 5, 2026 4:49:30 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Please terminate the contract with Flock and remove the cameras now.

Thank you!
Kate Frei
El Cerrito resident for nearly 20 years

Yahoo Mail: Search, Organize, Conquer

From:	Suzanne
To:	City Clerk; Karen Pinkos; City Manager
Subject:	End Flock contract in EC
Date:	Tuesday, May 5, 2026 4:57:14 PM

Caution! This message was sent from outside your organization. Allow sender | Block sender

Hello,

We live in El Cerrito and we are asking you to please end the El Cerrito contract with Flock now. We have learned the following about this company. Please find alternatives, such as speed cameras, ECPD on arterial streets looking for speeding drivers. There are plenty of bad drivers around who need to be stopped and ticketed. However, Flock is not the solution.

Flock is partnering with Palantir to build a national mass government surveillance system and Trump agencies have already improperly accessed our camera system and our private data. **We say NO to FLOCK to protect the privacy of our families and neighbors.**

The best way for the city to keep us safe is to STOP COLLECTING DATA they can't protect. FLOCK is a *private* surveillance company that leases AI-powered cameras to ECPD. There are currently 40 cameras mounted in El Cerrito. All collected data is hosted by FLOCK, not locally. ECPD is tracking its residents 24/7 with 40 cameras AND grants access to 322 CA state, county, and municipal agencies **without any warrant requirement, individualized suspicion, or oversight.** At an informational Q&A, Police Chief Paul Keith confirmed **federal agencies can subpoena data from FLOCK Systems** without ECPD ever being notified.

El Cerrito is a Sanctuary City. **FLOCK and federal agencies are untrustworthy and already collaborating**. ICE, Secret Service, and US Navy confirmed access to FLOCK's network in October 2025. Nationwide and in the Bay Area, **FLOCK data is used by the Trump Administration and ICE** to target immigrants and activists. Reproductive rights are being targeted. Texas is using FLOCK data to surveil abortion-seekers up to and across state lines.

FLOCK does not prevent crime. Intervention programs — like lighting improvements, safety ambassadors, violence prevention, and mental health crisis response—cost less and are proven effective for crime abatement. Research shows that FLOCK systems **disproportionately criminalize youth, unhoused residents, and communities of color** via misidentification, racialized policing, and data-driven redlining. Citizen data in the wrong hands puts vulnerable community members at risk. There are ***many*** **documented cases of misuse and stalking using FLOCK data.**

As demonstrated by security researchers, **FLOCK cameras are easily hackable within 30 seconds**, allowing unauthorized parties to turn them into personal "spy cameras." FLOCK stores info in a searchable database, allowing for **unethical real-time and historical tracking of residents. FLOCK is an untrustworthy vendor** that has admitted to using 50 million stolen data points, partnered with ICE despite sanctuary policies, and whose CEO has been documented lying to communities. FLOCK’s history of **broken promises and lack of safeguards** has a growing number of Bay Area and nationwide cities terminating contracts and cutting ties with FLOCK Safety.

- In late February 2026, Mountain View City Council voted to terminate its relationship with Flock.
- Reports in Oakland and SF have found that once the data is in the hands of other agencies, they don't always follow the rules.
- The American Civil Liberties Union (ACLU) reported how Flock data has been used to help ICE carry out its abusive immigration enforcement programs.
- The Electronic Frontier Foundation (EFF) found patterns of Flock data being used to surveil protesters and enable biased policing.
- 404 Media reported that last year authorities in Texas performed a nationwide search of more than 83,000 ALPR cameras, looking for a woman who had an abortion
- A 2021 study of FLOCK cameras found that their ALPRs misread 1 in 10 license plates.

Thanks for your time,

Suzanne and Michael Balmaceda

From: Paul A. Keith
To: City Clerk
Subject: FW: [UNKNOWN SENDER] Support Flock renewal
Date: Tuesday, May 5, 2026 5:05:33 PM

From: Beth Roessner [redacted]
Sent: Tuesday, May 5, 2026 4:08 PM
To: William Ktsanes <wktsanes@elcerrito.gov>; Lisa Motoyama <LMotoyama@elcerrito.gov>; Gabe Quinto <GQuinto@elcerrito.gov>; Rebecca Saltzman <rsaltzman@elcerrito.gov>; Carolyn Wysinger <CWysinger@elcerrito.gov>
Cc: Paul A. Keith <PKeith@elcerrito.gov>
Subject: [UNKNOWN SENDER] Support Flock renewal

Dear Mayor and Councilmembers,

My name is Beth Roessner, and I'm a resident of El Cerrito, writing to express my support for renewing the Flock Safety contract.

Based on the data in your agenda packet, the system has clearly become an effective public safety tool. Since its implementation, it has contributed to at least 64 arrests and over 300 criminal cases, and it now supports nearly every major investigation in the city.

Even more importantly, we're seeing measurable outcomes. In 2025, El Cerrito experienced historically low levels of burglary and vehicle theft—reportedly the lowest in 40 years—and one of the lowest robbery rates as well.

Clearance rates have also improved significantly compared to pre-camera levels in 2022. Robbery clearances nearly doubled, burglary increased by over 70%, and larceny clearance rates nearly tripled.

These are not abstract benefits—these are real impacts on community safety, accountability, and deterrence.

At the same time, I appreciate that the City has taken community concerns seriously, especially around data sharing and privacy. The updated agreement includes a financial penalty—about $34,500 per violation—for unauthorized data sharing.

That said, I would encourage the Council to consider negotiating an even stronger financial penalty or enforcement mechanism. Given the seriousness of data privacy concerns, stronger safeguards would help build additional public trust and ensure accountability if breaches occur.

Overall, this program appears to be working. It's improving investigations, increasing clearance rates, and contributing to reductions in key crime categories. With thoughtful oversight and stronger contractual protections, I believe it's a tool worth continuing.

Thank you.

Beth Roessner

From:	Clay Sorrick
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 4:37:27 PM

Dear El Cerrito City Council members,

As a future El Cerrito resident and a current El Cerrito property owner, I urge you to oppose renewing our city's contract with Flock. Mounting evidence shows the company's privacy practices pose serious risks to our civil liberties, particularly to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors does not align with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," despite knowing there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Furthermore, even if El Cerrito PD successfully tightens control over our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Clay Sorrick

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Tuesday, May 5, 2026 5:08:40 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Sara Larsen
[redacted]
El Cerrito, CA 94530

From:	Mark Frischman
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 5:29:18 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*
Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant

safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,

Mark Frischman
[redacted], El Cerrito CA 94530
[redacted]

From:	Marie Arthur Eggebroten
To:	City Clerk
Subject:	[UNKNOWN SENDER] DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 6:27:16 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Marie Eggebroten

Marie Arthur Eggebroten
Owner & Maker, Wilder June Glass

From: No Reply
To: City Clerk
Subject: Public Comment Submission
Date: Tuesday, May 5, 2026 11:01:15 PM

This sender is trusted.

Submitted by: Minju Cho
Email Address: [redacted]

Commented on event: https://elcerritoca.portal.civicclerk.com/event/921/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: As a concerned El Cerrito resident, I urge you to oppose the renewal of the contract with Flock. I am concerned both about the extraordinary intrusion into our privacy that Flock facilitates, as well as the cost to the city's fiscal health. The Flock contract is anathema to our values in El Cerrito. I do not believe surveillance technology is the answer to keeping our residents safe from harm - for young people and people of color, who are disproportionately likely to be misidentified through surveillance technology, I believe that this will do just the opposite. Community trust is at stake. Please terminate the Flock contract.

From: Brian
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: Re: Public Comments – Flock Contract renewal agenda item #9B
Date: Wednesday, May 6, 2026 12:23:19 AM

Caution! This message was sent from outside your organization. Allow sender | Block sender

I would encourage you all to forward this reporting to Max at Flock and ask him to refute each specific claim made in this article with verifiable proof.

Without cryptographically signed audit logs which are reviewed by a third party auditor we have no way to guarantee that the data flock provides us is reliable, accurate and unmolested.

There is very strong circumstantial evidence documented in this article which suggests that the audit logs are manipulated in an unknown way.

Without full transparency engineered into these logs, we have no confidence in them.

(Furthermore, even if these logs are signed and audited, they would still not contain any access via FISA or NSL methods.)

If you would like additional consultation, please call me at any time.

[redacted]
-Brian Fogg

On Tue, May 5, 2026 at 2:57 PM Brian <[redacted]> wrote:

> https://footnote4a.org/news/immutable-redux
>
> More excellent reading on the topic of Flock audit reliability for anyone interested.
>
> It appears that the audit logs that Flock provides us are not consistent when viewed on different days and times. This reporting presents strong circumstantial evidence that Flock is at worst manipulating its audit logs or at best extremely technically negligent in how they present this critical oversight data.
>
> You'll have an opportunity to ask about immutable audit logs tonight when the flock representative is present.
>
> I would like to ask the Flock representative present tonight to answer one question directly, on the record, to this Council:
>
> "I'm light of recent reporting from Footnote4a on the apparent unreliability of your audit logs, how can you guarantee that El Cerrito's audit logs are truly immutable? — can you guarantee that no record in your audit logging system once written, has ever been altered, deleted, or replaced — and if so, can you provide a cryptographic proof or independent third-party attestation of that guarantee?"
>
> If the answer is anything other than yes with documentation, the accountability this Council

has been sold does not exist.

-Brian Fogg

On Mon, May 4, 2026 at 11:55 PM Brian [redacted] > wrote:

> Two documents to be included in the packet / for publication for the May 5th meeting.
>
> Supplemental_Analysis doc is a very detailed comparison document comparing the two contracts.
>
> flock_council_briefing.pdf is an extensively researched document covering the civil rights issue from many angles.
>
> Please consider this case carefully. It's way bigger than El Cerrito.
>
> -Brian

From: [redacted]
To: City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject: [UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Tuesday, May 5, 2026 5:58:06 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,
Jim Lastoskie
[redacted], El Cerrito

Sent from my iPhone

From:	Forrest Johnson
To:	City Clerk; William Ktsanes; Lisa Motoyama; Gabe Quinto; Rebecca Saltzman; Carolyn Wysinger
Subject:	[UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date:	Tuesday, May 5, 2026 8:12:15 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already several breaches of El Cerrito data. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, even though SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

"Community trust is more important than any individual tool. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."
Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that data ownership does not prevent federal subpoena compliance. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that "if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."
I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. Terminate the Flock contract and remove the cameras now.
Respectfully,
Forrest Johnson

El Cerrito, CA 94530

From: [redacted]
To: City Clerk
Subject: [UNKNOWN SENDER] Public comments - agenda item #9B - DO NOT RENEW the Flock contract
Date: Tuesday, May 5, 2026 8:25:49 PM

Dear El Cerrito City Council members,

I am an El Cerrito resident writing to urge you to oppose the renewal of our city's contract with Flock, given mounting evidence that the company's privacy practices pose serious risks to our civil liberties, and particular risk to vulnerable residents.

Research shows Flock systems disproportionately criminalize youth, unhoused residents, and communities of color through misidentification, racialized policing, and data-driven redlining. Flock also has a history of sharing data w/ ICE.

Flock Safety markets itself as a security company, but in reality, it operates as a private data broker. Their business model is simple: get police departments to pay for their universal monitoring equipment, then monetize OUR data by selling paywall access to other jurisdictions. Their unregulated private surveillance network is so poorly secured that independent researchers have demonstrated it can be compromised in minutes.

El Cerrito is a sanctuary city. At a time when our community has expressed a commitment to protecting immigrants and other vulnerable residents from federal overreach, continuing to invest in surveillance technologies that can so easily be weaponized against those same neighbors is not aligned with El Cerrito's values.

In a public meeting about Flock on March 10, Chief Keith stated that "Technology is everywhere; it's like medical data, you trust that people are using your data correctly," but this is knowing that there were already **several breaches of El Cerrito data**. For months, the FBI, ATF, GSA, and hundreds of other state agencies across the country accessed El Cerrito license plate reader data, **even though** SB 34 bars state law enforcement agencies from sharing such data with out-of-state public agencies or federal entities.

I would love to hear our El Cerrito leaders say exactly what Mountain View police chief Mike Canfield said when he turned off their license plate readers:

*"**Community trust is more important than any individual tool**. We know that the most vital asset in public safety is not technology; it is the relationship we have with you, the people we are here to serve and protect."*

Further, even if El Cerrito PD successfully tightens the control on our Flock data, recent case law and policy guidance show that **data ownership does not prevent federal subpoena compliance**. El Cerrito's ability to legally challenge a federal order thus provides minimal practical protection. Matt Cagle, a senior staff attorney with the ACLU of Northern California cautions that *"if your community builds a surveillance system that tracks people's information, you should expect federal authorities today to potentially exploit that for their own ends."*

I urge you to oppose this contract expansion and instead prioritize privacy, immigrant safety, and civil liberties in our city. **Terminate the Flock contract and remove the cameras now**.

Respectfully,

Fatemeh Mizbani

[redacted]
El Cerrito CA 94530