



AGENDA

CITY COUNCIL MEETING
Tuesday, February 18, 2014 – 7:00 p.m.
City Council Chambers

Meeting Location
El Cerrito City Hall
10890 San Pablo Avenue, El Cerrito

Janet Abelson – Mayor

Mayor Pro Tem Rebecca Benassini
Councilmember Jan Bridges

Councilmember Mark Friedman
Councilmember Greg Lyman

ROLL CALL

7:00 p.m. CONVENE CITY COUNCIL MEETING

1. PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF MOMENT OF SILENCE – Councilmember Benassini.

2. COUNCIL / STAFF COMMUNICATIONS (*Reports of Closed Session, commission appointments and informational reports on matters of general interest which are announced by the City Council & City Staff.*)

3. ORAL COMMUNICATIONS FROM THE PUBLIC

All persons wishing to speak should sign up with the City Clerk. Remarks are typically limited to 3 minutes per person. The Mayor may reduce the time limit per speaker depending upon the number of speakers. Kindly state your name and city of residence for the record. 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 are taken up at the time the City Council deliberates each action item. Individuals wishing to comment on any closed session scheduled after the regular meeting may do so during this public comment period or after formal announcement of the closed session.

4. PRESENTATIONS

Good to Great – Presentation by Scott Hanin, City Manager and Karen Pinkos, Assistant City Manager.

Receive a presentation from City Manager Hanin and Assistant City Manager Pinkos regarding City staff's analysis and discussion of the *Good to Great* series of books by Jim Collins. The series explored themes such as: how good is the enemy of great; organizations

can achieve enduring greatness; the type of leadership required to achieve greatness; confronting the brutal facts; the hedgehog concept; creating a culture of discipline; and the role of technology.

5. ADOPTION OF THE CONSENT CALENDAR – Item Nos. 5A through 5D

A. Minutes for Approval

Approve the February 4, 2013 Regular City Council and Special Closed Session meeting minutes.

B. Agreement with the Association of Bay Area Governments/San Francisco Estuary Partnership to Implement the San Pablo Avenue Green Stormwater Spine Project

Adopt a resolution authorizing the City Manager to enter into an Agreement (Attachment 2) with the Association of Bay Area Governments (ABAG) / San Francisco Estuary Partnership (SFEP) to implement the San Pablo Avenue Green Stormwater Spine Project in El Cerrito on the east side of San Pablo Avenue north of Stockton Avenue. *Exempt from CEQA.*

C. Sustainable Cities Planning Grant Application

Adopt a resolution approving the filing of an application for grant funds for a Sustainable Communities Planning grant to do a targeted update to the 1999 General Plan under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. *Exempt from CEQA.*

D. Transactions and Use Tax Legislation

Authorize Mayor Abelson to request support from Assemblywoman Skinner in seeking legislation that would allow the City of El Cerrito the flexibility to consider a measure that would increase the current level of transactions and use taxes above the cumulative local limit of 2% (which includes the City, Contra Costa Transportation Authority, and BART). *Exempt from CEQA.*

6. PUBLIC HEARINGS – None

7. POLICY MATTERS

CITY COUNCIL ACTING AS THE REDEVELOPMENT AGENCY SUCCESSOR AGENCY

A. Review and Authorization to Submit the Draft Recognized Obligations Payment Schedule 14-15A (July-December 2014), the Successor Agency's Fiscal Year 2014-15 Administrative Budget, and a Repayment Schedule for Housing Loans

Adopt a Successor Agency resolution reviewing and authorizing submittal of the draft Recognized Obligations Payment Schedule 14-15A covering the period July to December 2014, the Successor Agency's Fiscal Year 2014-15 administrative budget, and a repayment schedule of obligations to the City's Low Income Housing Asset Fund.

8. COUNCIL LOCAL AND REGIONAL LIAISON ASSIGNMENT REPORTS

Mayoral and City Council communications regarding local and regional liaison assignments and committee reports.

9. ADJOURN REGULAR CITY COUNCIL MEETING

The next City Council meeting is Tuesday, March 4, 2014 at 7:00 p.m. at City Hall, 10890 San Pablo Avenue, El Cerrito, California.

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

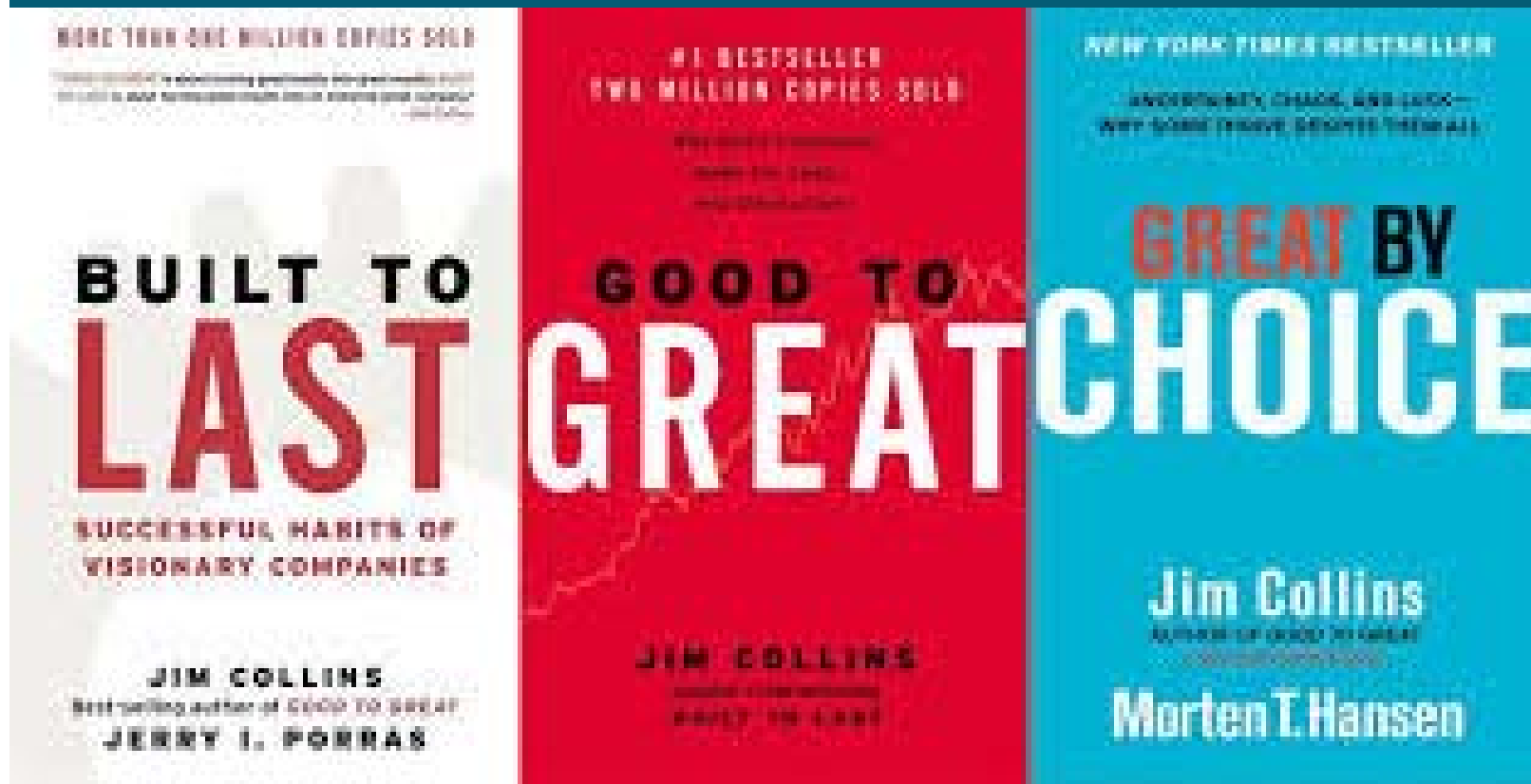
- Council Meetings can be heard live on FM Radio, KECG – 88.1 and 97.7 FM and viewed live on Cable TV - KCRT-Channel 28 and AT&T Uverse Channel 99. The meetings are rebroadcast on Channel 28 the following Thursday and Monday at 12 noon, except on holidays. Live and On-Demand Webcast of the Council Meetings can be accessed from the City's website <http://www.el-cerrito.org/ind-ex.aspx?NID=114>. Copies of the agenda bills and other written documentation relating to items of business referred to on the agenda are on file and available for public inspection in the Office of the City Clerk, at the El Cerrito Library and posted on the City's website at www.el-cerrito.org prior to the meeting.
- In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk, (510) 215-4305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title I).
- ***The Deadline for agenda items and communications*** is eight days prior to the next meeting by 12 noon, City Clerk's Office, 10890 San Pablo Avenue, El Cerrito, CA. Tel: 215-4305 Fax: 215-4379, email cmorse@ci.el-cerrito.ca.us
- IF YOU CHALLENGE A DECISION OF THE CITY COUNCIL IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE COUNCIL MEETING. ACTIONS CHALLENGING CITY COUNCIL DECISIONS SHALL BE SUBJECT TO THE TIME LIMITATIONS CONTAINED IN CODE OF CIVIL PROCEDURE SECTION 1094.6.
- The City Council believes that late night meetings deter public participation, can affect the Council's decision-making ability, and can be a burden to staff. City Council Meetings shall be adjourned by 10:30 p.m., unless extended to a specific time determined by a majority of the Council.

City of El Cerrito
City Council



February 18, 2014

2013 Good to Great Employee Workshops



What is Good to Great?

- Jim Collins
 - Stanford Educator
 - Researcher
 - Author – All *NY Times* Best Sellers
 - Good to Great
 - Good to Great for Social Sectors
 - Great by Choice
 - Built to Last
- Keynote Speaker at International City/County Management Association (ICMA) Conference in 2012
- Challenged managers with “12 Questions For Leadership Teams” as a mechanism of disciplined thought, accessing the full body of Collins’ work



We accepted the challenge...

- Twelve Questions for Leadership Teams
 - Once a month, in sequence, with readings corresponding to each question
 - Led by staff
 - Interactive
 - Build on prior lessons
 - Incorporate into daily vocabulary and routine
- Relatively easy reads (don't usually give homework)
- Practical, Applicable, Translatable to what we do





“Greatness is not a function of circumstance. Greatness is largely a matter of conscious choice and discipline.”

-Jim Collins



**Do we want to build a great
organization, and are we
willing to do what it takes?**

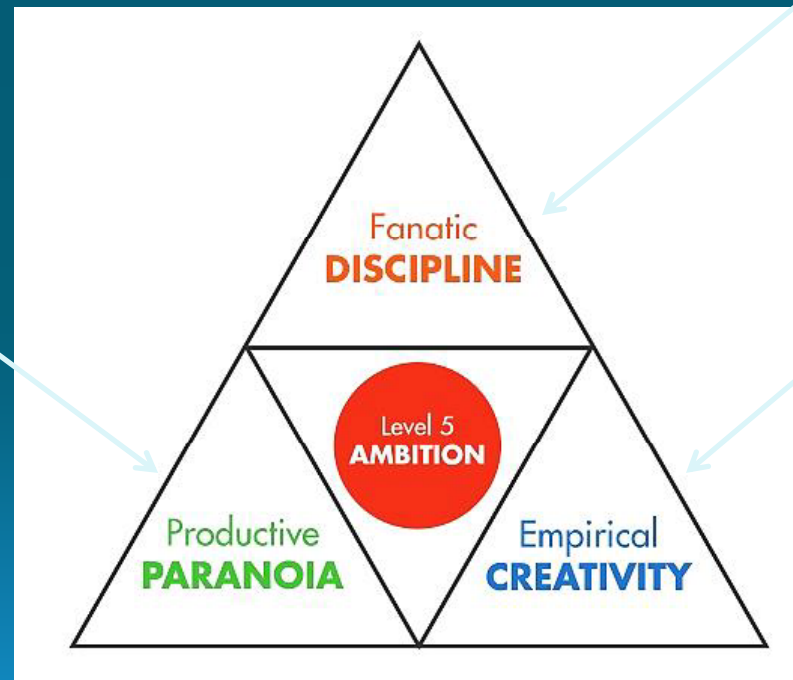
Month 1 – Police Chief Sylvia Moir

Do we want to build a Great organization and are we willing to do what it takes?



Extreme consistency with values, goals, performance standards and methods

Hyper vigilance, attuned to threats, especially when all is well. Turn worry into action with contingency plans, reserves and margins of safety



Look to empirical evidence; Data Driven Analysis

Month 1

What we learned ...



- Staff is prepared to do what it takes
- Being Great requires planning up front
- Our Paranoia needs to be more Productive
- We need to be more data driven and maximize our technology to generate that data
- Must maintain our discipline amidst the craziness



**Do we have the right people on
the bus and in the key seats?**

Month 2 – Fire Chief Lance Maples

First Who, Then What



*“...if you have the wrong people, it doesn't matter whether you discover the right direction; you **still** won't have a great organization. Great vision without great people is irrelevant.”*



“...the ‘who’ questions come before the ‘what’ questions – before vision, before strategy, before tactics, before organizational structure, before technology.”

Month 2

What we learned...



- To go from Good to Great, people are not our most important asset...the RIGHT people are our most important asset.
- Getting the right people on and the wrong people off is very hard, and even harder in the public sector
- For the most part, we have the right people on the bus and in the right seats



On Honesty :

"Hi, I'm George. I'm unemployed
and I live with my parents."

TwistedSifter.com

What are the brutal facts?

Month 3 – City Attorneys
Sky Woodruff & Jen Faught

Key Points

- Good decisions require an honest confrontation of the brutal facts
- Creating a climate where truth is heard involves some basic practices: questions, dialogue, no-blame autopsies, red flag mechanisms
- G2G companies faced just as much adversity as the comparison companies, but faced the realities of their situation head-on.
- Retain absolute faith that you will prevail in the end, AND at the same time confront the most brutal facts of your current reality.

Month 3

What we learned...



- In order to be Great we must accept the brutal facts
- As a City we are struggling with some of these facts
- The brutal facts must be planned for and faced head on
- We must cultivate the culture of truth and honesty



What is our hedgehog: What *can* we be the best at, with an economic engine, and for which we have unbounded passion?

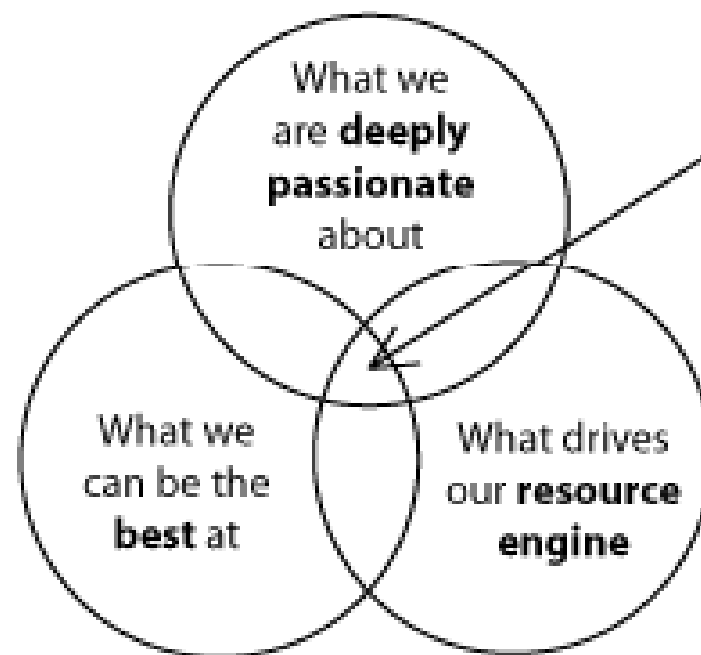
Month 4 – Housing Program Manager
Hilde Myall & OESD Manager Garth
Schultz

What's a hedgehog concept?

The Hedgehog Concept

The essence of the Hedgehog Concept is to help an organization obtain **piercing clarity** about how to produce the best long-term results, and then exercising the relentless discipline to say "No, thank you" to opportunities that fail the hedgehog test.

Jim Collins,
Good to Great



Where your true mission and programs should be.



Month 4

What we learned...



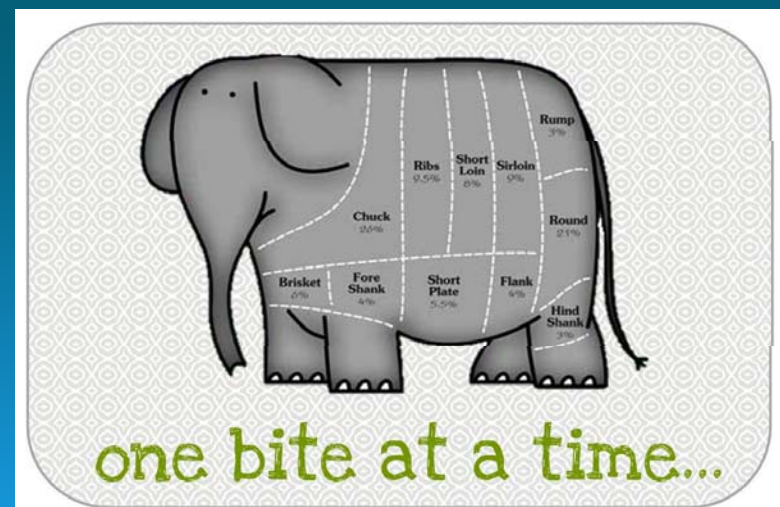
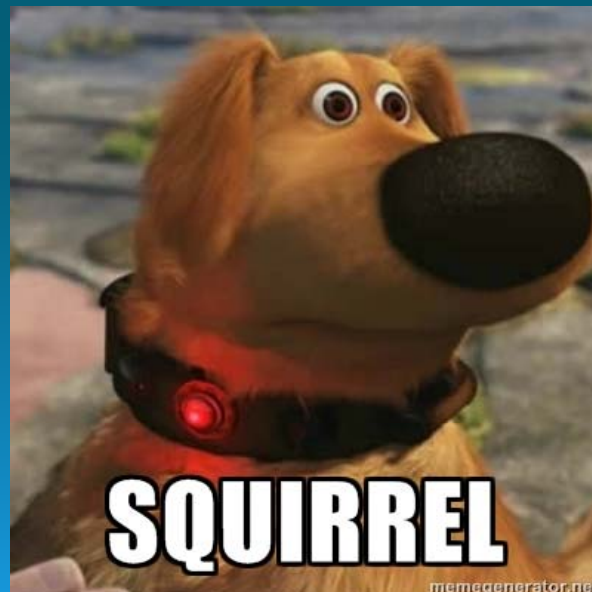
- No clear Hedgehog Concept was identified as an organization
- We should consider exploring our Hedgehog on the departmental and organizational level
- Passion for service exists...but is that passion focused enough?



**What is our 20 Mile March,
and are we hitting it?**

**Month 5 – Assistant City Manager
Karen Pinkos**

Key 20 Mile March Attributes



Month 5

What we learned...



- The Strategic Plan is keeping us focused
- However, we tend to chase many lower priorities...we need to stick to the Plan
- Often, we are focusing on the short-term
- Being prepared and being consistent is what will take us through our “new normal”



Where should we place our big bets, based on empirical validation (bullets-to-cannonballs)?

Month 6 – Former Public Works
Director Jerry Bradshaw

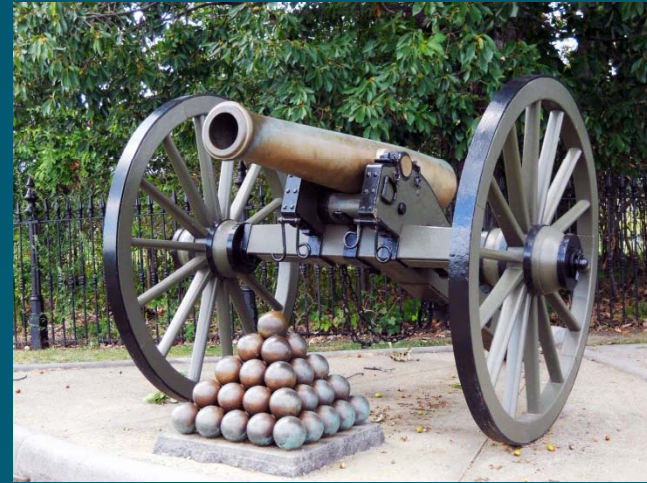
Fire bullets, then cannonballs

- Bullets
 - Low Cost
 - Low Risk
 - Low Distraction
- Cannonballs
 - The Big Bet
 - Calibrate by firing many bullets first
- Rely on direct observation
- Conduct practical experiments
- Engage directly with the evidence
- Don't rely on:
 - Opinion
 - Whim
 - Conventional Wisdom

“Analytical skills matter, but empirical validation matters much more.”

Month 6

What we learned...



- We collect a lot of data but each department uses it differently and with differing effectiveness
- We need to be mindful of firing just enough bullets, and not be afraid to fire the cannonball when ready
- Need to improve regular reporting to better advise stakeholders



What are the core values and core purpose on which we want to build this enterprise for 100 years?

Month 7 – Recreation Director
Chris Jones

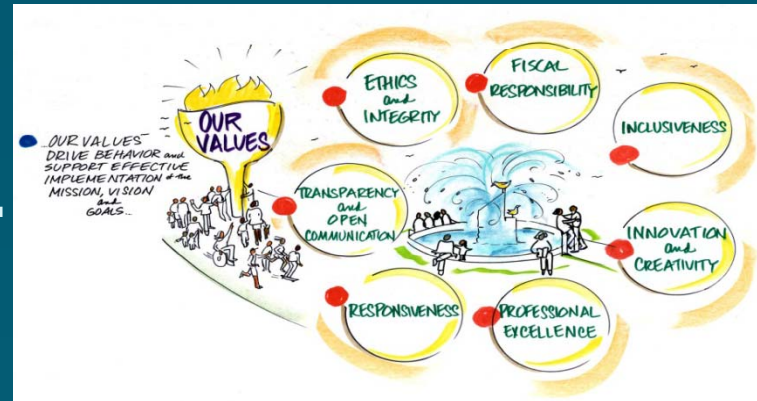
What are Core Values for \$400, Alex?

- Ethics and Integrity
- Fiscal Responsibility
- Inclusiveness
- Innovation and Creativity
- Professional Excellence
- Responsiveness
- Transparency and Open Communication



Month 7

What we learned...



- Staff's core values are consistent with those identified in the Strategic Plan
- Our organization is value-driven
- Our core purpose inspires and drives us and makes work meaningful (and will soon prove to have lasted for 100 years!)



**What is our 15 to 25 year
Big Hairy Audacious Goal (BHAG)?**

Month 8 – Interim Community
Development Director Melanie Mintz

BHAG Guidelines

- Clear & Compelling
 - Must get people's juices going
- Outside the Comfort Zone
- So Bold & Exciting to Outlive Leadership
- Successive
 - There is no finish line
- Consistent With Core Ideology
 - Core Purpose, Values



Month 8

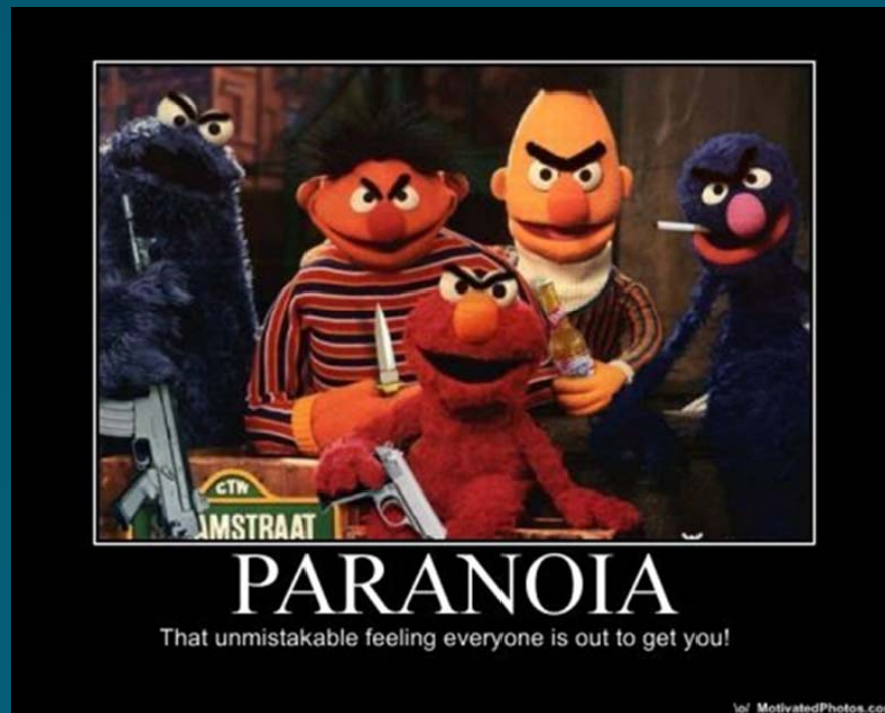
What we learned...



Enjoy Your Big, Hairy, Audacious Goals



- It is very difficult to identify one BIG HAIRY AUDACIOUS GOAL as a public organization
- BHAGs might be helpful on the department and/or division level
- Goals need to be measurable and data driven



What could kill us, and how can we protect our flanks (Productive Paranoia)?

Month 9 – Finance Director Lisa Malek-Zadeh
and Human Resources Manager Sukari Beshears

Productive Paranoia and Black Swans



- Use paranoia productively to build buffers and shock absorbers to prepare for the next Black Swan Event
- Manage and mitigate risks – death line, asymmetric and uncontrollable
- You can respond effectively and make informed decisions if you Zoom out and then ZOOM IN
- When faced with the biggest threats ask the critical question: ***How much time before the risk profile changes?***

Month 9

What we learned...



- Our level of “paranoia” may not be very productive
- We need to optimize our paranoia on things we can control
- Black Swan events have happened and we must use our paranoia productively to prepare for the inevitable next one



**What should we stop doing to
increase our discipline and focus?**

**Month 10 – Interim Public Works
Director Yvetteh Ortiz**



Start a "Stop Doing" List

- Ever-expanding "To Do" list rarely works
- Great companies make use of both "Stop Doing" and "To Do" lists:
 - Remarkable discipline to unplug all sorts of extra junk
 - Remarkable courage to channel resources to a few key areas
 - Guts to make huge investments into these areas
- Requires fanatic discipline ("rinsing cottage cheese")



Month 10

What we learned...



- Saying No or stopping doing things is very difficult
- Everyone felt we are doing things that could/should be stopped
- Some are internal and others external
- Budget process should be used to create our “Stop Doing” list.



**How can we increase
our Return on Luck (ROL)?**

**Month 11 – Community Outreach Specialist
Suzanne Iarla**

Luck vs. Return on Luck

- Luck events—good and bad—happen
- Return on Luck is how the organization reacts to the luck event
- Luck is NOT a good strategy!

ROL	Great	Bad luck with great results = Defining moments in 10x journey	Good luck with great results = Essential skill for 10x results
	Poor	Bad luck with poor results = Can lead to hitting the death line	Good luck with poor results = A sure path to mediocrity
		Bad	Good

LUCK

Month 11

What we learned...



- Generally, we do not think about luck as a factor of success
- In retrospect, we have had both good and bad luck
- While not a prime factor in our success we tend to take advantage of these opportunities



Are we becoming a Level 5 Leadership Team?

Month 12 – CM Scott Hanin &
ACM Karen Pinkos

What are the different levels of leadership?



LEVEL 5 LEVEL 5 EXECUTIVE

Builds enduring greatness through a paradoxical combination of personal humility plus professional will.

LEVEL 4 EFFECTIVE LEADER

Catalyzes commitment to and vigorous pursuit of a clear and compelling vision; stimulates the group to high performance standards.

LEVEL 3 COMPETENT MANAGER

Organizes people and resources toward the effective and efficient pursuit of predetermined objectives.

LEVEL 2 CONTRIBUTING TEAM MEMBER

Contributes to the achievement of group objectives; works effectively with others in a group setting.

LEVEL 1 HIGHLY CAPABLE INDIVIDUAL

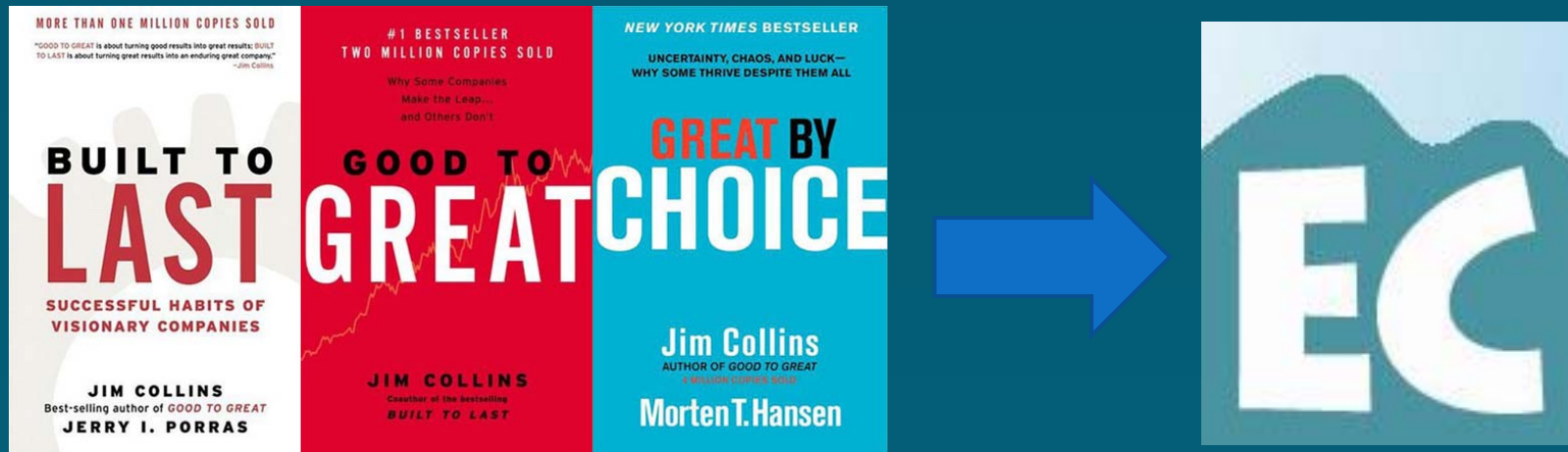
Makes productive contributions through talent, knowledge, skills, and good work habits.

Month 12

What we learned...

- People at all levels of the organization can be leaders
- Not everyone is expected to be at Level 5
- We strive to create an environment where you can progress up the pyramid

Putting It All Together



Pop Quiz!

- Anonymous survey
- Real time answers by staff using phones, tablets, laptops
- Sparked honest, compelling conversation about where we are as a team

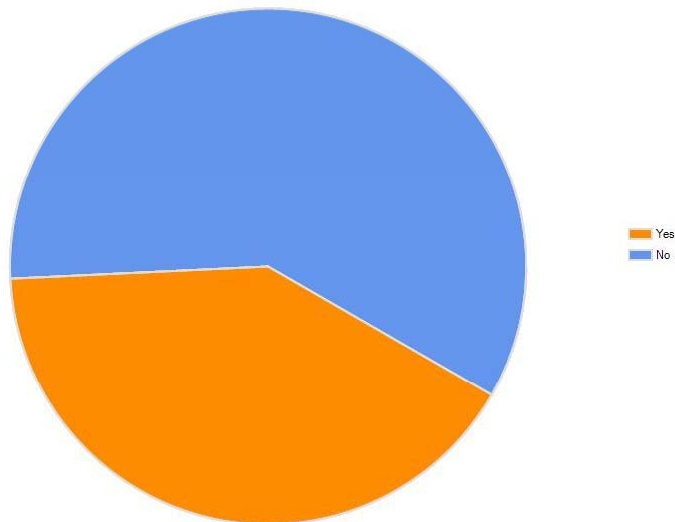
An honest look at our organization



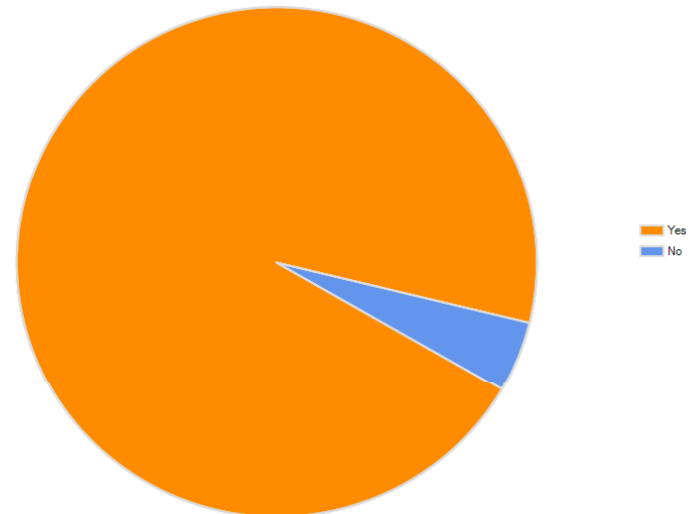
- We have work to do on our discipline, facing brutal facts, and using data to prioritize
- We feel pretty good about who is on the bus and in the right seats
- We should seriously consider our “Stop Doing” list
- We’re on our way to becoming Great



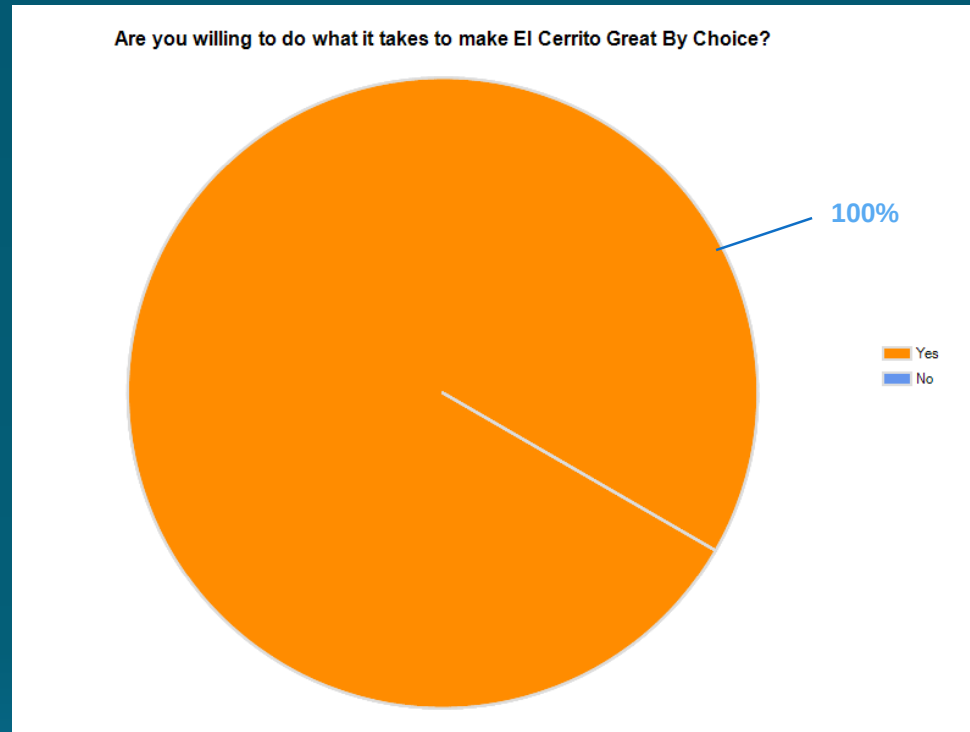
As an organization, do you believe we are facing the brutal facts?



Based on our discussions, are there things we as a City should stop doing?



Going forward...!



- Continuing the discussion throughout the next year
- Drilling down on issues we've identified that need work
- Using these concepts, along with Strategic Plan, to guide FY 2014-15 Budget preparation

EL CERRITO CITY COUNCIL

MINUTES

CITY COUNCIL MEETING
Tuesday, February 4, 2014 – 7:00 p.m.
City Council Chambers

Meeting Location
El Cerrito City Hall
10890 San Pablo Avenue, El Cerrito

Janet Abelson – Mayor

Mayor Pro Tem Rebecca Benassini
Councilmember Jan Bridges

Councilmember Mark Friedman
Councilmember Greg Lyman

This meeting was not televised

ROLL CALL

Present: Councilmembers Benassini, Friedman, Lyman and Mayor Abelson.

Absent: Councilmember Bridges

7:00 p.m. CONVENE CITY COUNCIL MEETING

Mayor Abelson called the regular City Council meeting to order at 7:04 p.m.

1. PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF MOMENT OF SILENCE was led by Mayor Pro Tem Benassini.

2. COUNCIL / STAFF COMMUNICATIONS

Mayor Pro Tem Benassini thanked all for the well wishes and cards she received welcoming the new members of her family.

Mayor Abelson reported on her attendance at the Mayors Innovation Project meeting in Washington D.C., January 24-25, 2014. She learned a lot about innovation. The meeting and another meeting she attended in Sacramento recently, reinforced the importance of coordinating with other agencies and working for the common good. She saw particular relevance in the area of education. Recently she participated in a field trip to a start-up facility where one can rent desks, tables and meeting space. The facility offers an opportunity for people to work together creatively on an as needed basis in areas related to government. Mayor Abelson has been thinking about whether such a place could work well in El Cerrito.

3. ORAL COMMUNICATIONS FROM THE PUBLIC – No speakers.

4. PRESENTATIONS

Proclamation in Recognition of Officer Matt Wong

Approve a proclamation congratulating Officer Matt Wong for his recognition by the Richmond Elks Lodge No. 1251 as the El Cerrito Police Department honoree for Police Officer Appreciation Night to be held on February 12, 2014.

Sylvia Moir, Police Chief, commented on many positive qualities demonstrated by Officer Wong.

Action: Moved, seconded (Lyman/Friedman; Ayes – Councilmembers Benassini, Friedman, Lyman and Mayor Abelson; Noes – None; Absent: Councilmember Bridges) to approve the proclamation. Chief Moir received the proclamation on behalf of Officer Matt Wong.

5. ADOPTION OF THE CONSENT CALENDAR – Item Nos. 5(A) through 5(C)

Move, seconded (Friedman/Benassini; Ayes – Councilmembers Benassini, Friedman, Lyman and Mayor Abelson; Noes – None; Absent – Councilmember Bridges) and carried to approve Consent Calendar Item Nos. 5A through 5C. The effective appointment date of Environmental Quality Committee member Robert Schaadt was changed from March 11 to February 11, 2014.

A. Minutes for Approval

Approve the: 1) January 21, 2014 Regular City Council; and 2) January 29, 2014 Special City Council meeting minutes.

Action: Approved minutes.

B. Quarterly Investment Report

Receive and file the City's Quarterly Investment Report for the period ending December 31, 2013.

Action: Received and filed.

C. Environmental Quality Committee Appointment

Approve an Environmental Quality Committee recommendation to appoint Robert Schaadt to the Environmental Quality Committee, effective February 11, 2014.

Action: Approved recommendation.

6. CONVENE SPECIAL CITY COUNCIL CLOSED SESSION

ANNOUNCEMENT OF SPECIAL CLOSED SESSION

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (*Pursuant to Government Code Section 54957*)

RECESSED INTO CLOSED SESSION at 7:15 p.m.

REPORT OUT OF CLOSED SESSION at 7:52 p.m.

Mayor Abelson announced that the City Council (Ayes – Councilmembers Benassini, Friedman, Lyman and Mayor Abelson; Noes – None; Absent – Councilmember Bridges) upheld the termination of a maintenance worker.

7. ADJOURNED CITY COUNCIL MEETING at 7:52 p.m.



AGENDA BILL

Agenda Item No. 5(B)

Date: February 18, 2014
To: El Cerrito City Council
From: Yvetteh Ortiz, Interim Public Works Director/City Engineer
Subject: Agreement with the Association of Bay Area Governments (ABAG)/ San Francisco Estuary Partnership (SFEP) to Implement the San Pablo Avenue Green Stormwater Spine Project

ACTION REQUESTED

Adopt a resolution authorizing the City Manager to enter into an Agreement (Attachment 2) with the Association of Bay Area Governments (ABAG)/San Francisco Estuary Partnership (SFEP) to implement the San Pablo Avenue Green Stormwater Spine Project in El Cerrito on the east side of San Pablo Avenue north of Stockton Avenue.

DISCUSSION

State Grant

The SFEP, a program of ABAG, is dedicated to protecting, restoring, and enhancing water quality and natural habitats in and around the San Francisco Bay-Estuary. In 2011 and 2012, the SFEP was awarded several grants to supplement mitigation funding from the California Department of Transportation to implement the San Pablo Avenue Green Stormwater Spine Project (Spine Project). One of these grants is a Proposition 84 Integrated Regional Water Management Grant from the State of California, Department of Water Resources (DWR), which was awarded to SFEP via the Bay Area Clean Water Agencies (BACWA). Separate agreements exist between DWR and BACWA, and between BACWA and SFEP to allow for the state grant disbursement to SFEP. The subject Agreement between ABAG/SFEP and the City will allow ABAG/SFEP to serve as the Project Manager and implement the Spine Project.

Project Description

The Spine Project is a green infrastructure demonstration project that will retrofit portions of the public right-of-way and adjacent areas at select sites along 12.5 miles of San Pablo Avenue within El Cerrito and six other cities including Oakland, Emeryville, Berkeley, Albany, Richmond, and San Pablo. The goal of the project is to treat at least seven acres of impervious surface run-off for the entire project length. This project builds off a similar partnership between the City and SFEP to complete the San Pablo Avenue Rain Gardens Project in 2010.

Agenda Item No. 5(B)

Green infrastructure, also referred to as low impact development (LID), is a landscape-based stormwater treatment approach that uses natural processes to infiltrate, retain, re-use, and filter stormwater runoff to reduce the amount of pollutants that reach local waterways and the San Francisco Bay. The Spine Project will use green infrastructure technologies such as permeable walkway surfaces, bioretention, and flow-through planters to promote treatment of urban runoff while enhancing the attractiveness of pedestrian facilities and the adjacent commercial corridor.

Project Location

Between 2012 and 2013, City staff worked with SFEP staff and their consultants to evaluate potential locations for green infrastructure improvements. Locations were evaluated based on the amount of runoff that could be treated as well as the relative simplicity of construction given the availability of existing storm drain infrastructure and minimal conflicting improvements. A location on the east side of San Pablo Avenue north of Stockton Avenue in front of the Bank of America parking lot (10422 San Pablo Avenue) was ultimately chosen to be funded by the DWR grant.

The concept design (Attachment 3) is intended to meet the City's multi-modal mobility, economic development, and urban greening goals, which are currently being refined as part of the development of San Pablo Avenue Specific/Complete Streets Plan and Urban Greening Plan. The design is intended to improve the attractiveness of the area for both pedestrians and nearby businesses, as well as, maintain accessibility, protect existing mature trees, minimize on-street parking loss, and allow for a future separated bikeway.

Another location on the east side of San Pablo Avenue just south of Moeser Lane (1500 Block of San Pablo Avenue) will also be installed as part of the Spine Project, but is funded by a separate grant not a subject on this Agreement.

Project Implementation

As the Project Manager, the SFEP is overseeing the design process that includes City review and approval at several stages of the design level completeness. SFEP will also procure and oversee the construction contractors and construction management team responsible for facility construction. Construction is expected to start in Fall 2014.

SFEP will also oversee the post-construction plant establishment period, providing two years of professional site maintenance to ensure plant survival and proper functioning of the facility. At the end of the two-year plant establishment period, the City will be responsible for the long-term operations and maintenance of the facility.

Annual performance monitoring is required by the DWR for ten years after the project is completed. SFEP will perform the monitoring during the project's second wet weather season after construction, thus giving the sites time to grow in and mature. The City will assume monitoring responsibilities in year two. SFEP will provide templates and training for visual performance monitoring that can be conducted by the City's maintenance crews during routine site visits.

City Responsibilities

The Agreement requires that the City:

- Grant access to the site by providing an encroachment permit.
- Meet with the design team; verify sites; provide information on utility locations (e.g., storm drains); process or assist with permits/licenses needed; waive permit fees; review and approve the design; and assist with public outreach.
- If hazardous materials are discovered through site investigations, jointly evaluate with ABAG the severity and extent of the hazardous material contamination at the site and decide on the appropriate remedial actions pursuant to Federal and State laws and regulations, including reassessing the feasibility of the Spine Project and mutually agreeing on a course of action prior to the commencement of any additional work.
- Accept all rights and title, including operations and maintenance, upon project completion.
- Continue monitoring the project for up to ten years after the project is completed.

STRATEGIC PLAN CONSIDERATIONS

Approval of the Agreement with ABAG to implement the San Pablo Avenue Green Stormwater Spine Project would help fulfill the following City of El Cerrito Strategic Plan goals:

- Goal C: Deepen a sense of place and community identity. The project elements will improve the attractiveness of the area and help promote economic development and urban greening goals.
- Goal F: Foster Environmental Sustainability Citywide. The partnership with SFEP and implementation of this regional demonstration project will allow the City to continue to demonstrate leadership in providing innovative programs that promote environmental sustainability.

ENVIRONMENTAL CONSIDERATIONS

Improving water quality within our local watershed is an ongoing goal of the City's Clean Water Program. The elements in the Agreement will help the City of El Cerrito meet regulatory State of California and Regional Water Quality Control Board objectives to minimize pollutants entering local waterways and the San Francisco Bay.

ABAG is the Lead Agency for California Environmental Quality Act (CEQA) compliance. The ABAG Executive Board approved a finding of CEQA Categorical Exemption under Section 15301, Existing Facilities on March 21, 2013. The project meets these criteria by making minor alterations to existing street, sidewalk, curb/gutters, and similar facilities at select locations along the developed right-of-way.

FINANCIAL CONSIDERATIONS

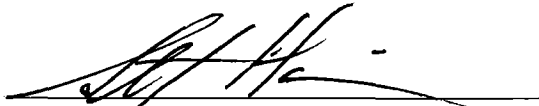
Approval of this resolution will authorize the City Manager to enter into an agreement with ABAG to design, construct, and maintain for two years the green infrastructure facility. The agreement will establish expected in-kind contributions from the City, including: City staff resources for design review and approval, provision of site data, assistance with local outreach to property-owners and residents, presence at staff training sessions, and processing of local permits and waiver of associated permit fees.

After the end of the two-year plant establishment period following construction, long-term site operations and maintenance becomes the responsibility of the City. The Public Works Department will incorporate the operations and maintenance cost, which is anticipated to be minimal, into its annual budget.

LEGAL CONSIDERATIONS

The City Attorney has reviewed and commented on the final draft Agreement. The final Agreement will be substantially in the form attached and approved by the City Attorney.

Reviewed by:

A handwritten signature in black ink, appearing to read 'S. Hanin', is written over a horizontal line.

Scott Hanin, City Manager

Attachments:

1. Accompanying Resolution
2. Agreement between ABAG/SFEP and City with Attachments 1, 2 and 2B
3. Concept Plan

RESOLUTION 2014-XX

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE ASSOCIATION OF BAY AREA GOVERNMENTS (ABAG)/SAN FRANCISCO ESTUARY PARTNERSHIP (SFEP) TO IMPLEMENT THE SAN PABLO AVENUE GREEN STORMWATER SPINE PROJECT IN EL CERRITO ON THE EAST SIDE OF SAN PABLO AVENUE NORTH OF STOCKTON AVENUE

WHEREAS, the Association of Bay Area Governments, has received a grant from the United States Environmental Protection Agency and the California Department of Water Resources, as well as mitigation funding from the California Department of Transportation to construct green street retrofits for seven cities along San Pablo Avenue; and

WHEREAS, the Association of Bay Area Governments has the funds to design and construct the pilot green street retrofit for the City of El Cerrito; and

WHEREAS, the City of El Cerrito has no available funds identified to complete this green street retrofit; and

WHEREAS, the Association of Bay Area Governments will provide all services associated with the design and construction of the green street retrofit and the two-year establishment of the bioretention landscaping; and

WHEREAS, the activities in this agreement will help meet Council goals to develop a sustainable city and to deepen a sense of place and community identity; and

WHEREAS, the elements in this agreement will help the City of El Cerrito help meet regulatory State of California and Regional Water Quality Control Board objectives to minimize pollutants entering local waterways and the San Francisco Bay.

NOW, THEREFORE, the City Council of the City of El Cerrito authorizes the City Manager to execute and amend as necessary an Agreement with the Association of Bay Area Governments for the design, construction, and two-year post-construction maintenance of green infrastructure retrofits on San Pablo Avenue, herein incorporated by reference and attached as Exhibit A to this resolution, in substantially the form attached.

I CERTIFY that at a regular meeting on February 18, 2014, the City Council passed this resolution by the following vote:

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

Agenda Item No. 5(B)
Attachment 1

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on February XX, 2014.

Cheryl Morse, City Clerk

APPROVED:

Janet Abelson, Mayor

**PROJECT AGREEMENT
BETWEEN ABAG/SFEP
and
CITY OF EL CERRITO**

Bay Area Proposition 84 Integrated Regional Water Management Grant

Through this Project Agreement by and between the Association of Bay Area Governments (ABAG) a joint powers authority existing under the laws of the State of California acting on behalf of the San Francisco Estuary Partnership (SFEP), a project sponsored by ABAG and the City of El Cerrito (Entity), a general law city, duly organized, existing, and acting pursuant to applicable laws, the parties hereby agree as follows:

RECITALS

- A. Whereas, the Bay Area Clean Water Agencies (BACWA) on behalf of numerous local public agencies (referred to as Project Sponsor in the singular and as Participating Agencies in the aggregate) located in the San Francisco Bay Area applied for a Proposition 84 Integrated Regional Water Management Grant from the State of California, Department of Water Resources (“DWR”), to help fund the implementation and operation of various regional water conservation, water recycling, ecosystem restoration, green infrastructure projects; and
- B. Whereas, ABAG/SFEP is a Project Sponsor sponsoring several local projects, including the Project (described below) on behalf of Entity; and
- C. WHEREAS, in August 2011 DWR awarded BACWA a grant for \$30,093,592.00 in State funding (the “State Grant”) and over \$80,000,000.00 in matching funds; each Project Sponsor will be a recipient of the State Grant, by and through BACWA, and will be responsible for the cost-matching required under the State Agreement (defined below); the grant period extends from August 16, 2011 (the date of the Letter of Conditional Award) until fiscal year 2015-16, when the lengthiest projects will wind down and grant closeout activities are expected to be completed; and
- D. WHEREAS, the process by which the State Grant will be disbursed by DWR to BACWA is set forth in and governed by that certain grant agreement entered into by and between DWR and BACWA titled Agreement No. 4600009715 (the “State Agreement”); disbursement of the State Grant will operate on a reimbursement basis, in that each discrete project, including the Project, and all eligible administration costs will be reimbursed by DWR after the cost has been incurred and a request for reimbursement has been prepared and submitted to DWR by BACWA; BACWA and each of the Project Sponsors will cooperate in fulfilling the obligations under the State Agreement for disbursement of the State Grant to BACWA, who will in turn disburse the State Grant to ABAG/SFEP as a Project Sponsor who will in turn transfer the LID Facility (as described below), designed and constructed with a portion of the State Grant, to Entity as part of the Project; and
- E. Whereas, pursuant to the Implementation Agreement dated May 7, 2012 between BACWA and ABAG/SFEP (Implementation Agreement), ABAG/SFEP has agreed to carry out, or cause to be carried out, the Project in accordance with the terms of the State Agreement; and

- F. WHEREAS, the process by which ABAG/SFEP will submit reimbursement requests to BACWA, and how BACWA will in turn request reimbursement from DWR and disburse the State Grant to ABAG/SFEP will be governed by the Implementation Agreement.

NOW THEREFORE, based upon the foregoing recitals, ABAG and Entity further agree as follows:

AGREEMENT

1.1 Applicable Documents. The following are attached:

1.2 Attachment 1 LID Facility Workplan

1.3 Attachment 2 Special Conditions

1.4 Attachment 2A Access Document

1.5 Attachment 2B Insurance Requirements

1.6 Attachment 3 State Agreement No. 4600009715 including the following exhibits that were attached to the State Agreement:

1.7 Exhibit A, 'Work Plan' [between BACWA and DWR]

1.8 Exhibit B, 'Schedule'

1.9 Exhibit C, 'Budget'

1.10 Exhibit D, 'Standard Conditions'

1.11 Exhibit E, 'Report Formats and Requirements'

1.12 Exhibit F, 'Local Project Sponsors'

1.13 Exhibit G, 'Requirements for Data Submittal'

1.14 Exhibit H, 'State Audit Document Requirements and Guidelines for Grantees under DWR Financial Assistance Programs

1.15 Exhibit I, 'Grantee [BACWA] Resolution'

1.16 Attachment 4 Implementation Agreement

1.17 Exhibit A, the State Agreement [same as document reproduced in sections 1.3 – 1.12: banner page only]

1.18 Exhibit B, 'Work Plan' [between ABAG/SFEP and BACWA, includes the Project]

1.19 Exhibit C, 'Schedule' [includes schedule for Project]

1.20 Exhibit D, 'Budget' [includes budget for Project]

1.21 Exhibit E, 'Report Formats and Requirements' [same as document reproduced in section 1.12: banner page only]

1.22 Exhibit F, 'BACWA Board Resolution'

1.23 Exhibit G, 'ABAG Executive Board Resolution'

The Project Agreement is comprised of this document (Base Document) and Attachments 1, 2 , 2A, 2B, 3 and 4, and is the complete and exclusive statement of understanding between ABAG and Entity, and supersedes any all previous understandings or agreements, whether written or oral, and all communications between the parties relating to the subject matter of this Project Agreement.

- 2.1 Term of Agreement. This Project Agreement shall commence as of August 16, 2011 (Effective Date) and continue until September 30, 2016, or until terminated by ABAG pursuant to the terms of this Project Agreement, or until terminated by the BACWA pursuant to the terms of the Implementation Agreement, or by DWR pursuant to the terms of the State Agreement.
- 3.1 Basis for Subaward. Under the terms of the State Agreement and the Implementation Agreement, ABAG will construct, or cause to be constructed, the LID Facility described in Attachment 1 and assign to Entity all rights and title to the LID Facility as constructed and without any additional cost, excepting only Entity's obligations and duties under this Project Agreement. ABAG will not disburse any portion of the State Grant to Entity pursuant to this Project Agreement.
- 4.1 ABAG Obligations
- 4.2 ABAG will be the program lead and fiscal agent for all the projects described in the document referenced in section 1.19. ABAG shall disburse State Grant funds as required or permitted by the State Agreement and Implementation Agreement. Notwithstanding the foregoing, ABAG is not obligated to disburse any funds to Entity and is not obligated to disburse any other funds until such are authorized and disbursed from BACWA to ABAG.
- 4.3 ABAG will promptly notify Entity of any notices given or actions taken by BACWA or DWR if such notices or actions are likely to affect Entity's performance, duties, obligations or funding under this Project Agreement. To the extent practicable, ABAG shall consult with Entity in carrying out ABAG's responsibilities.
- 4.4 ABAG will design and construct, or cause to be designed and constructed, the LID Facility, at the Entity Site(s) as described in Attachment 1, as it may be amended from time to time in accordance with the requirements of the State Agreement and the Implementation Agreement and the requirements of sections 4.1 to 4.8 of this Project Agreement, including, without limitation the obligation to implement a labor compliance program to ensure compliance with state prevailing wage laws including visiting the worksite weekly, interviewing workers, auditing payrolls and certifying that proponents are complying with applicable labor laws.
- 4.5 ABAG will promptly notify Entity of the discovery of hazardous materials at the Entity Site(s). ABAG and Entity will jointly evaluate the severity and extent of the hazardous materials contamination at the Entity Site(s) and decide on the appropriate course of action to remediate the contamination pursuant to Federal and State laws and regulations. ABAG and Entity will reassess the feasibility of the Project and mutually agree on a course of action prior to the commencement of any additional work.
- 4.6 Upon completion of the LID Facility, all rights and title to the LID Facility, including without limitation, all structures, plantings and documentation will become the property of the Entity, provided that (a) provide ABAG with an executed original of Attachment 2A, Access Document if the Access Document is not to be recorded or a copy of the recorded executed original of Attachment 2A, Access Document, and (b) ABAG retains the right to make, retain, use and distribute copies of all documents relating to the LID Facility without limitation.

- 4.7 ABAG will (a) create, or cause to be created, a Project Monitoring Plan in compliance with the grant agreement, and (b) implement, or cause to be implemented said Project Monitoring Plan for a two year period commencing from completion of the LID Facility.
- 4.8 ABAG will implement, or cause to be implemented, a plant establishment and tree monitoring program for each LID Facility, including without limitation, vegetation upkeep, weed and debris abatement and/or removal, truck or irrigation watering, tree replacement, and plant replacement as required, for a two year period commencing from completion of the LID Facility.
- 5.1 Entity Obligations
- 5.2 Entity is, and at all times will continue to be, in full compliance with the terms and conditions of the State Agreement and the Implementation Agreement that are applicable to it. Entity understands and agrees that for purposes of the foregoing, any requirements imposed upon ABAG as Project Sponsor under the Implementation Agreement and upon BACWA as the Grantee under the State Agreement are hereby passed-through and adopted by Entity as obligations of Entity, excepting only ABAG's obligations as defined in subsections 4.1 – 4.8 of this Project Agreement.
- 5.3 With respect to the design and construction of the LID Facility, Entity will (a) attend program Kick-Off meeting, (b) meet with design team to verify and the Entity Site(s) for LID Facility, (c) provide to the design team the best available information regarding utility locations and other features within and under the Entity Site(s), delineation of drainage area and attendant existing storm drain infrastructure locations and attributes of the catchment area of the Entity Site(s), and any other conditions specification imposed by the Entity with respect to the LID Facility or the location of the LID Facility at the Entity Site(s), (c) process, or assist ABAG in processing, all permits and licenses needed for the design and construction of the LID Facility, including without limitation, waiving all fees payable to the Entity for licensing or permitting the LID Facility, to the extent permitted by law, or if not permitted by law, a written statement to that effect, (d) participate in the review and approval of the design for the LID Facility at the 30%, 60% and 90% plan levels, and (e) assist with any public outreach efforts in connection with the design and construction of the LID Facility, including attendance and participation at public meetings and use of the Entity's logo in connection with outreach efforts and Project signage.
- 5.4 Upon notification by ABAG of the discovery of hazardous materials at the Entity Site(s), ABAG and Entity will jointly evaluate the severity and extent of the hazardous material contamination at the Entity Site and decide on the appropriate course of action to remediate the contamination pursuant to Federal and State laws and regulations. ABAG and Entity will reassess the feasibility of the Project and mutually agree on a course of action prior to the commencement of any additional work.
- 5.5 Upon completion of the LID Facility, Entity will (a) provide ABAG with an executed original of Attachment 2A, Access Document if the Access Document is not to be recorded or a copy of the recorded executed original of Attachment 2A, Access Document and (b) accept all rights and title to the LID Facility, including without limitation, all structures, plantings and documentation, provided that ABAG will retain the right to make, retain, use and distribute copies of all documents relating to the LID Facility without limitation.

- 5.6 Entity will continue to maintain the LID Facility after the initial two year period, as described in section 4.8 of this Project Agreement. Entity will coordinate with ABAG to ensure Entity's timely assumption of responsibility to operate and maintain the LID Facility, such coordination will include without limitation, making Entity staff available for training for such activities. Entity shall submit to ABAG grant manager, a Project Performance Report, template to be developed by ABAG, for reporting to DWR and BACWA on observational performance of the facilities and plant maintenance and survival for 10 years after the grant funded post-construction observational monitoring and maintenance. First report to be submitted within 60 calendar days after the two year maintenance period funded by ABAG under this agreement.
- 5.7 Entity shall not cause ABAG to be in violation of the State Agreement or the Implementation Agreement, whether by act or omission.
- 5.8 Entity shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives required thereby to be included in this Project Agreement are incorporated herein by reference.
- 5.9 Entity shall procure and submit proof of insurance coverage in compliance with the requirements of Attachment 2B or as approved in writing by ABAG.
- 5.10 Entity acknowledges that ABAG has, for the convenience of the parties, identified conditions of the State Agreement and the Implementation Agreement that are essential to effective management of the parties' respective duties under such agreements and have attached them as Attachment 2. Entity agrees that ABAG may revise Attachment 2 from time to time by submitting redline and final versions of the revised attachment with an explanation of the reason(s) for the revision to Entity and a notice that the revision becomes final on the tenth (10th) business day after submittal, provided that the effective date may be delayed by written notice from Entity stating its objection to the revision until ABAG and Entity have resolved Entity's objections. Entity further acknowledges that ABAG's creation of, and revision(s) (if any) to Attachment 2, do not relieve Entity of any of its obligations under subsections 5.2 to 5.10, inclusive.
- 6.1 Indemnification and Ineligible Claims
- 6.2 Notwithstanding any provision to the contrary, whether expressly or by implication, Entity agrees to indemnify, defend, and hold harmless DWR, BACWA, and ABAG, and their respective members (excepting Entity), elected and appointed officers, employees, and agents from and against any and all liability resulting from Entity's act(s) and/or omission(s) arising from and/or relating to the State Agreement or this Project Agreement, and as such would be imposed in the absence of Government Code section 895.2.
- 6.3 Without limiting the scope of subsection 6.2, such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.

7.1 Termination.

7.2 Upon termination of the State Agreement or the Implementation Agreement, this Project Agreement shall terminate effective the same date as the State Agreement or Implementation Agreement, as the case may be, and in accordance with the terms and conditions for the termination of the State Agreement or Implementation Agreement, as the case may be.

7.3 ABAG may terminate this Project Agreement upon ten (10) business days prior written notice to Entity of a breach of this Project Agreement that allows Entity to cure said breach prior to the effective date of the termination. Upon termination of this Project Agreement, the rights and duties of the parties with respect to the Project, any portion of the Subaward Amount and any asset acquired with proceeds of the Subaward Amount shall be determined in accordance with the provisions of the State Grant, Implementation Agreement and this Project Agreement.

8.1 Notices and Administrative Contacts

8.2 All notices or notifications under this Project Agreement shall be in writing addressed to the persons set forth in this section.

8.3 All notices or notifications to ABAG shall be sent to:

Joshua Bradt, SFEP
Association of Bay Area Governments
P. O. Box 2050
Oakland, CA 94604-2050
510-622-5048
Email: Josh.Bradt@waterboards.ca.gov

8.4 All notices or notifications to the Entity shall be sent to:

Yvetteh Ortiz
Interim Director of Public Works/City Engineer
City of El Cerrito City Hall
10890 San Pablo Avenue
El Cerrito, CA 94530-.2392
510-215-4382
Email: yortiz@ci.el-cerrito.ca.us

9.1 Amendments and Changes. Except for changes described in subsection 510, this Project Agreement may be changed only by a written amendment duly signed by ABAG and Entity.

10.1 Assignment and Delegation. Entity shall not assign its rights or delegate its duties under this Project Agreement. Any attempted assignment or delegation shall be null and void, and constitute a material breach of this Project Agreement.

- 11.1 Governing Law and Venue. This Project Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. Entity further agrees and consents that the venue of any action brought between Entity and ABAG shall be exclusively in the County of Alameda.
- 12.1 Validity and Severability. If any provision of this Project Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Project Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.
- 13.1 No Waiver. No waiver by either party of any event of breach and/or breach of any provision of this Entity Agreement shall constitute a waiver of any other event of breach and/or breach. Either party's non-enforcement at any time, or from time to time, of any provision of this Project Agreement shall not be construed as a waiver thereof.
- 14.1 Authorization Warranty. Entity represents and warrants that the person executing this Project Agreement on its behalf is an authorized agent who has actual authority to bind Entity to each and every term, condition, and obligation herein.
- 15.1 Priority of Documents. The provisions of the State Grant shall prevail over provisions of the Implementation Agreement and this Project Agreement, and the provisions of the Implementation Agreement shall prevail over the provisions of the Project Agreement.

END OF BASE DOCUMENT
SIGNATURE PAGE TO FOLLOW

Bay Area Proposition 84 Integrated Regional Water Management Grant
Project Agreement

* * * * *

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, Entity has duly executed this Agreement, or caused it to be duly executed, and ABAG/SFEP has caused this Agreement to be duly executed on its behalf by the Executive Director of ABAG, or his designee.

City of El Cerrito

By _____

Scott Hanin, City Manager

Approved as to form:

By _____

Sky Woodruff, City Attorney

Association of Bay Area Governments

Ezra Rapport, Executive Director

Approved as to Form:

Kenneth K. Moy, Legal Counsel, ABAG

ATTACHMENT 1 LID FACILITY WORKPLAN

City of El Cerrito

Pursuant to the State Agreement and the Implementation Agreement, ABAG/SFEP will design and construct a LID Facility within the boundaries of the Entity. Pursuant to the Project Agreement, Entity will provide assistance to ABAG/SFEP during design and construction and will accept the LID Facility upon completion. This workplan outlines the manner and sequence in which ABAG/SFEP and the Entity will cause the LID Facility to be designed and constructed.

Project Components

Task 1. Direct Project Administration

SFEP is responsible for Direct Project Administration including preparation of a Project Assessment and Evaluation Plan, quarterly progress reports, a project completion report, and post performance reports. SFEP staff will track Project schedule to ensure Project tasks are completed on time and within budget. The SFEP Director will provide overall Project oversight.

Task 2. Land Purchase/Easement

Easement costs are to be in-kind contribution from the Entity

Task 3. Planning/Design/Engineering/Environmental Documentation

SFEP will draft a request for proposal (RFP) for design services for, among others, the Entity's LID Facility. The selected design firm will obtain formal site surveys from the Entity, and/or conduct additional surveys as needed, as well as obtain maps showing utilities, storm drains, etc., and perform appropriate hydrologic studies. The design firm in collaboration with SFEP project staff and Entity staff will produce individual design documents for, among others, Entity's LID Facility located at 10400 block of San Pablo Avenue (east side) between Waldo Ave and Stockton Ave, for review at 30%, 60%, and 90% completion. The design firm, in collaboration with SFEP project staff and Entity staff will produce a planting plan for each Facility using appropriate native plants to provide the most effective treatment, site cover, and aesthetic considerations. Following Entity and SFEP staff review of 90% design plans, designer will complete plans and specifications to 100%; provide project cost estimates; and assist with bid package completion as required. Final plans and specifications will be certified by a California Registered Civil Engineer.

Deliverables: Site surveys and maps
 Final plans and specifications
 Planting plans

Task 4. Construction/Implementation

SFEP/ABAG will draft and issue an Invitation for Bids for a construction contractor to complete, among others, the Entity's LID Facility, following all state and federal requirements, including prevailing wage/labor compliance requirements and outreach to minority firms. SFEP will oversee the bid opening and draft the construction contract. Contractor(s) will install, among others, the Entity's LID Facility at the Entity's Site(s). All mobilization will be handled by contractor(s). SFEP will retain the services of the project designer during the construction phase to address any design issues that may arise, as well as complete an as-built set of drawings. In order to assure survival of vegetated treatment plantings, SFEP will draft and circulate an RFP for post-construction plant establishment services for two years following completion of plantings. Firms will be evaluated based on similar experience and qualifications and a contract executed. Following contract execution, selected firm will perform services including but not limited to vegetation upkeep, weed and debris abatement and/or removal, truck or irrigation watering, and plant replacement as required, for a two year period commencing from completion of the LID Facility. Further, upon completion of the two year period plant establishment period, SFEP will be responsible for providing Entity with a Maintenance and Performance Monitoring Manual and a training workshop to carry out required long-term maintenance and performance monitoring activities.

SFEP will design project signs that describe the stormwater treatment units, native plants, Bay Friendly certification, and water quality impacts of each project. Contracts will be competitively bid and issued to print and install signs. Bay-Friendly Landscape Raters will be selected by SFEP staff to verify the sustainable practices implemented in the project. Entity will permit the use of its logo in such signs.

ABAG's subcontractor, SFEI will develop a water quality monitoring plan in accordance with DWR requirements to cover representative sites along the San Pablo Avenue Stormwater Spine. SFEI will collect and analyze samples from sites on the Stormwater Spine and Campbell. Water quality monitoring results will be provided to SFEP by SFEI. A report on water quality monitoring results will be issued. SFEI will assist SFEP in developing regional outreach products describing the benefits of green infrastructure.

Deliverables: Monitoring Plan

- Bid summary package
- Notice-to-Proceed to the contractor
- Construction photos
- Certification of Completion
- As-built drawings
- RFPs and contracts for plant maintenance firm, and signage fabricator

Task 5. Environmental Compliance / Mitigation / Enhancement

SFEP staff with CalTrans assistance will complete environmental review for CEQA for Entity's LID Facility using either the categorical exemption or negative declaration categories for evaluation depending on the site and design selected.

Task 6. Construction Administration

SFEP will draft and circulate an RFP for construction management services for a qualified firm, preferably with low impact development construction experience, to provide on-site construction management. Under contract, the firm selected for construction management will provide construction oversight to assure quality and compliance. SFEP staff will coordinate with construction manager and also provide oversight for compliance along with project designer.

Deliverables: RFP and contract for construction manager
Weekly construction progress reports and photos

Task 7. Other Costs

No activity is planned for this task.

ATTACHMENT 2 SPECIAL CONDITIONS

1. **Applicability and Terminology:** These Special Conditions consists of selected provisions of the document described in section 1.10 of the Base Document portion of this Project Agreement and are subject to the conditions set forth in section 5.8 of the Base Document portion of this Project Agreement.
2. **Acknowledgement of Credit:** Entity shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement.
3. **Americans with Disabilities Act:** Entity hereby assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibit discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
4. **Entity Commitments:** Entity accepts and agrees to comply with all terms, provisions, conditions, and commitments of this State Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by , or on behalf of the Entity, in the application, documents, amendments, and communications filed in support of its request for California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 financing.
5. **Inspections:** State shall have the right to inspect the work being performed at any and all reasonable times, providing a minimum of a 24-hour notice, during the term of the State Agreement. This right shall extend to any local project sponsor, subagreements, and Entity shall include provisions ensuring such access in all its contracts or sub-contractors entered into pursuant to the Project Agreement. Entity acknowledges that Project documents may be subject to the Public Records Act (California Government Code Section 6250 et. seq.). State shall have the right to inspect these documents at any and all reasonable times after completion of the Project to ensure compliance with the terms and conditions of the State Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Entity relating to this Project Agreement or the State Agreement. Entity shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Project Agreement. Failure or refusal by Entity to comply with this provision shall be considered a breach of the State Agreement and this Project Agreement, and State may withhold disbursements to Entity or take any other action it deems necessary to protect its interests.
6. **Prohibition against Disposal of Project without State Permission:** Entity shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the IRWM Program acquired with funds under State Agreement or this

Project Agreement without prior permission of State. Entity shall not take any action concerning the performance of the Project Agreement, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Entity to meet its obligations under this Project Agreement or the State Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property acquired with funds disbursed under this Project Agreement or the State Agreement be remitted to State.

7. **Rights in Data:** To the extent permitted by law, the Entity agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Project Agreement shall be in the public domain. The Entity may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Entity shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
8. **State Reviews and Indemnification:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State is for administrative purposes only and does not relieve the Entity of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Entity agrees to indemnify, defend and hold harmless the State and the State against any loss or liability arising out of any claim or action brought against the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with:
 - a) The Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof;
 - b) Performing any of the terms contained in this Project Agreement, State Agreement or any related document;
 - c) Any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and CWC Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the natural water system; or
 - d) Any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Entity for use in any disclosure document utilized in connection with any of the transactions contemplated by this Project Agreement or the State Agreement. Entity agrees to pay and discharge any judgment or award entered or made against the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The

provisions of this section shall survive the terms of the Project Agreement and State Agreement.

9. Post-performance report: A Post Performance Report is required annually for every project for a period of 10 years beginning after the first year of operation, and includes the following:
- a) Reports and/or products
 - b) Time period of the annual report, i.e., Oct 2014 through September 2015.
 - c) Short project description.
 - d) Brief discussion of the project benefits to water quality, water supply, and the environment.
 - e) An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.
 - f) Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
 - g) Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 22 of the State Agreement.
 - h) Any additional information relevant to or generated by the continued operation of the project.

10. Project Monitoring Plan Requirements: Project monitoring plan shall consist of Project Performance Measures Table (Output Indicators and Targets) included with original grant application and included in this Project Agreement as Attachment 2A.

If a project affects water quality, it shall include a monitoring component that allows the integration of data into statewide monitoring efforts including the surface water Ambient Monitoring Program carried out by the State Water Resources Control board.

11. Audits: BACWA and DWR may conduct an audit at any time between the execution of the ABAG/Entity agreement and the completion of the project. After project completion Entity may be required to conduct a final audit at entity's expense to be conducted and a report prepared by an independent CPA. Entity shall be subject to examination and audit by DWR for a period of 3 years after final payment under the agreement and all records shall be preserved for this purpose.

ATTACHMENT 2A

ACCESS DOCUMENT

- City of El Cerrito -

This banner sheet is a placeholder for an 'Access Document' to be provided by the City of El Cerrito. The Access Document will accomplish all of the following: grant to ABAG and its employees, agents and contractors access to the Entity Site identified in Attachment 1 to the Project Agreement for the purpose of carrying out ABAG's responsibilities with respect to the LID Facility as required by the State Agreement and/or the Implementation Agreement, including, but not limited to, the obligations described in subsections 4.6 and 4.7 of the Project Agreement or the failure of City of El Cerrito to perform its obligations under subsection 5.5 of the Project Agreement.

The Access Document may be in the form of an easement, license, permit, contract or other legal instrument approved by ABAG and City of El Cerrito.

A form of the Access Document must be attached to the Project Agreement behind this banner page prior to the execution of the Project Agreement by either party.

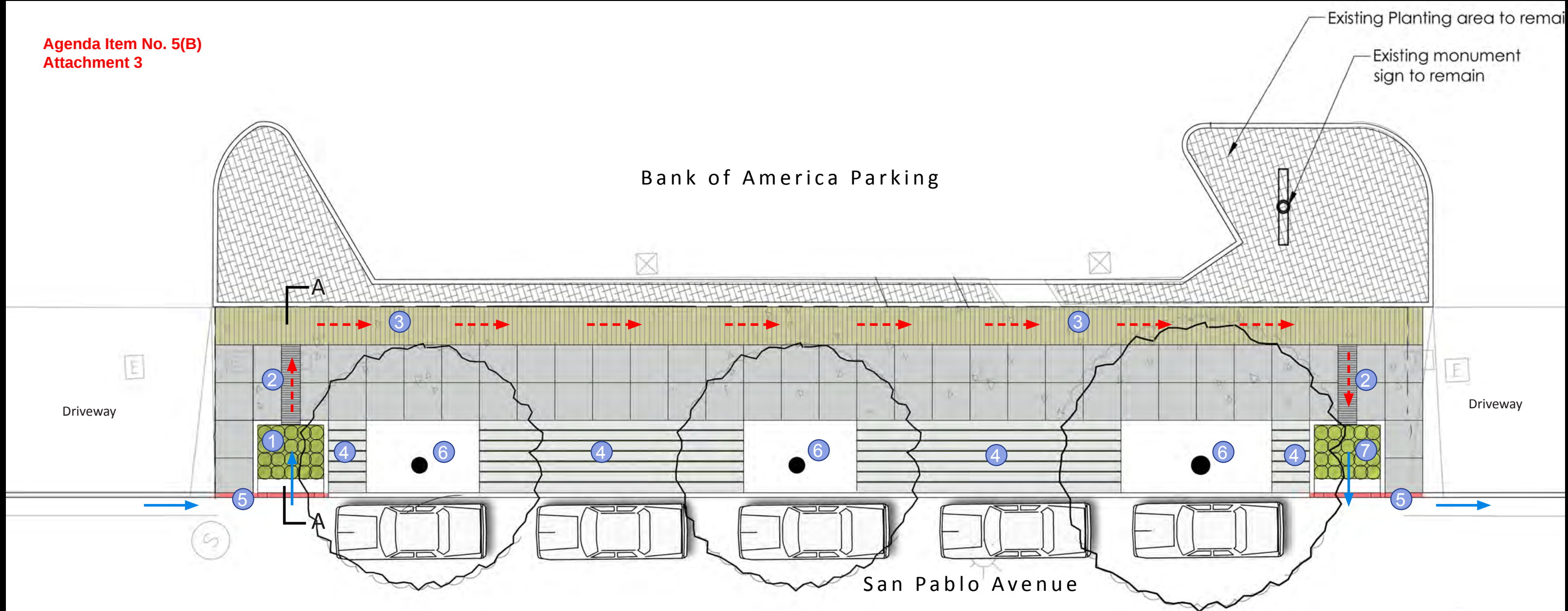
If the form of the Access Document attached to the Project Agreement as Attachment 2A is not executed and/or recorded at the time the Project Agreement is signed, then City of El Cerrito must submit to ABAG a validly executed and, if necessary, recorded version of the Access Document for attachment to the Project Agreement behind this banner page and replacing the prior form of Access Document prior to completion of the LID Facility, or transfer of the LID Facility to the City of El Cerrito.

ATTACHMENT 2B

Insurance Requirements. Subrecipient shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, its agents, representatives, or employees.

- a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - i) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 - ii) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
 - iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - iv) Errors and Omissions Liability insurance appropriate to the Subrecipient's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
- b) Minimum Limits of Insurance. Subrecipient shall maintain limits no less than:
 - i) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - iii) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - iv) Errors and Omissions Liability: \$1,000,000 per occurrence.
- c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. At the option of ABAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its officers, officials, employees and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to ABAG guaranteeing payment of losses and related investigations, claim administration and defense expenses. (Including operations, products and completed operations, as applicable.).
- d) Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i) ABAG, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Subrecipient; or automobiles owned, leased, hired or borrowed by the Subrecipient.

- ii) For any claims related to this project, the Subrecipient's insurance coverage shall be primary insurance as respects ABAG, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by ABAG, its officers, officials, employees or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.
 - iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG.
 - iv) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ABAG.
- f) Verification of Coverage. Subrecipient shall furnish the ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by ABAG or on other than ABAG's forms provided those endorsements conform to ABAG requirements. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

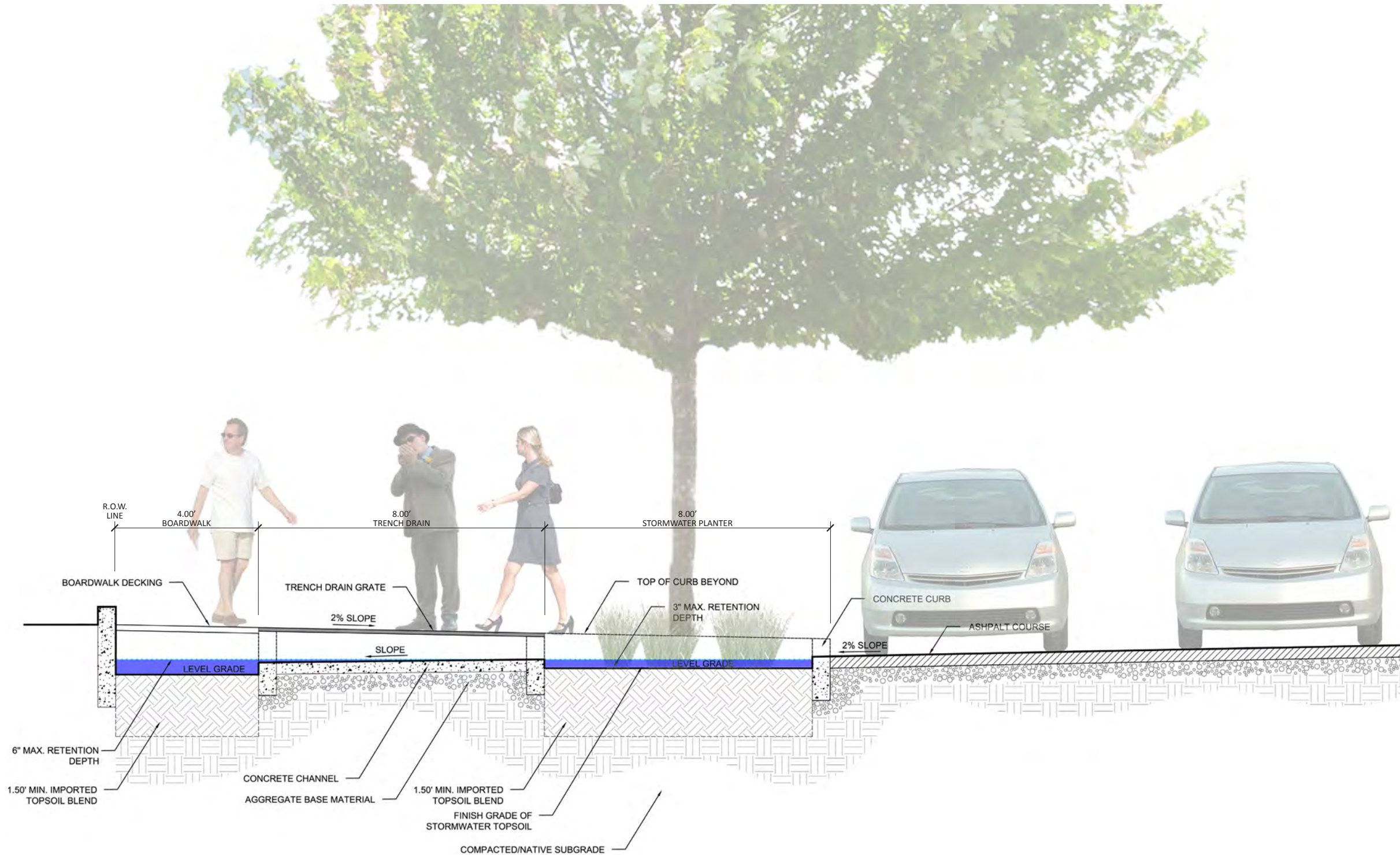


Stormwater Improvement Concept Plan

Scale: 1"=10'
November 2013



- | | | |
|---|---|---|
| <p>① Stormwater planter captures runoff from San Pablo Avenue. This planter is to be recessed 4" below gutter grade.</p> <p>② Trench drains connects stormwater flow from the stormwater planter to sidewalk boardwalk zone.</p> <p>③ A 4' wide boardwalk allows for continuous stormwater planter along street frontage. It is anticipated that the excavation for the stormwater planter will be outside of the existing tree root zone</p> | <p>④ Existing concrete sidewalk adjacent to street trees to be converted to a pervious paving system.</p> <p>⑤ Curb frontage at stormwater planter locations are to be painted as a red zone (However, 5 spaces for on-street parking are retained).</p> <p>⑥ Existing trees are preserved and protected.</p> | <p>⑦ Stormwater planter captures runoff from San Pablo Avenue and overflow from boardwalk planter. Any overflow from planter is allowed to exit along San Pablo Avenue.</p> |
|---|---|---|



Section AA- Typical Cross Section

Scale: Not To Scale
November 2013



AGENDA BILL

Agenda Item No. 5(C)

Date: February 18, 2014

To: El Cerrito City Council

From: Melanie Mintz, Interim Community Development Director
Margaret Kavanaugh-Lynch, Development Services Manager

Subject: Approve Filing a Sustainable Communities Planning Grant Application for a Targeted Update to the 1999 General Plan

ACTION REQUESTED

Adopt a resolution approving the filing of an application for grant funds for a Sustainable Communities Planning grant to do a targeted update to the 1999 General Plan under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84).

BACKGROUND

On August 30, 1999 the El Cerrito City Council adopted an update to its 1975 General Plan, outlining the future of the City's development. The Plan, prepared pursuant to Government Code Section 65300, has served the City well, maintaining a consistent vision of how development, growth, infrastructure, and public safety should be managed in El Cerrito. Pursuant to state law, cities must update their general plans periodically to conform to changes in state law and other legal requirements and to reflect changes in land development patterns or changes in population, the economy and other factors. Since 1999, there have been a number of local investments, planning efforts and analyses that have developed a new framework of objectives and policies intended to reduce the City's greenhouse gas emissions, create a mode-shift away from private automobile usage, stimulate investment and drive resource-efficient, context-sensitive community development.

Concurrently, a number of state and regional policy changes have occurred that create new challenges and opportunities for the City, including the passage of the California Global Warming Solutions Act of 2006 (AB 32), the Sustainable Communities and Climate Protection Act of 2008 (SB 375) and the dissolution of redevelopment agencies. A targeted General Plan update would serve to integrate and codify the results of recent planning efforts and analyses, including the *Climate Action Plan* (2013), *Ohlone Greenway Master Plan* (2009), and upcoming *San Pablo Avenue Specific and Complete Streets Plan* and *Urban Greening Plan*. Updating the General Plan will also create a path forward for addressing new challenges and objectives, such as Climate Adaptation and Resilience, provision of services within the new municipal economic context and developing a comprehensive vision for El Cerrito within the framework outlined in *Plan*

Bay Area, the Bay Area's Sustainable Community Strategy, prepared in compliance with SB 375. Adoption of a revised General Plan that "meets the needs of the community now and in the future" is identified as a strategy within the City's Strategic Plan.

Currently, the Strategic Growth Council (SGC) has issued a request for proposals for its third round of Sustainable Communities Planning grants. The principal goal of the grant program is to fund the development and implementation of local plans that foster sustainable community development and help both the city, and the State, achieve improved environmental, social and economic outcomes. General Plan updates are an eligible activity for the grant program. The action before Council tonight is for Council to approve the filing of a grant application to the Strategic Growth Council for a targeted update to the City's General Plan, tentatively titled *Connected El Cerrito: Vision 2035*.

The competitive Sustainable Communities Planning grant program aims to fund activities which go beyond typical planning activities by funding plans that are innovative, implementation focused and incentivize sustainable community development. Staff proposes to submit an application for a General Plan update which consolidates and integrates the results of City plans and policies that have occurred since the 1999 General Plan update and identifies new and innovative ways for the City to meet its own mission and vision (as articulated in the 2013 Strategic Plan). The targeted update must also proactively integrate the findings and goals outlined in *Plan Bay Area* and the State *Environmental Goals and Policy Report*. If successful, grant funding would assure a robust planning process and assist the City in doing the necessary data collection, analyses and public engagement to assure that the General Plan is fact-driven, responsive to local, regional, state and global priorities and situates the City to proactively implement the vision charted by the Plan.

Grant requests can range from \$50,000 to \$500,000 for single applicants. Staff anticipates requesting the full amount to perform a targeted update of the entire General Plan, inclusive of necessary technical and implementation-focused studies and an Environmental Impact Report. Grant applications are due February 28 and awards are anticipated to be made at the June 12, 2014 Strategic Growth Council meeting.

ANALYSIS

Updating the General Plan will enable the City to proactively coordinate its activities to achieve its Strategic Plan, Climate Action Plan and *Plan Bay Area* goals and to respond to both State and local environmental priorities and economic realities that have changed significantly since the 1999 General Plan was developed. The competitive Sustainable Communities Planning grant aims to fund the development and implementation of plans and activities that foster the development of sustainable communities by helping local governments meet the challenge of adopting plans and integrating transformative strategies that lead to long-term prosperity by promoting equity, strengthening the economy, protecting the environment and promoting healthy, safe communities. Whereas the City has proactively developed a Climate Action Plan and is currently developing the *San Pablo Avenue Specific Plan* that fulfills a number of Climate Action

Agenda Item No. 5(C)

Plan goals in the specific plan study area, a General Plan update would allow the City to integrate the goals citywide and adopt new objectives in neighborhoods outside of the specific plan study area to fulfill the objectives of *Plan Bay Area*.

General Plans consist of a number of elements pursuant to Government Code 65300 and the State's General Plan Guidelines. Elements for the proposed update have yet to be finalized. Final elements will be developed both in response to the upcoming State General Plan Guidelines (GPG 2014) and through early and ongoing public and Council engagement in the planning process. Preliminary information from the State Office of Planning and Research indicates that the GPG 2014 will emphasize economics, equity, climate change and healthy communities as well as aim to implement the vision of the State's *Environmental Goals and Policy Report*. A draft set of elements, developed based upon the City's Strategic Plan, the State's current General Plan Guidelines, *Plan Bay Area*, and the State's *Environmental Goals and Policy Report*, will be proposed for the grant application. (See Table below.)

Connected El Cerrito: 2035 Element (proposed)	Corresponding City of El Cerrito Strategic Plan Goal/Strategy	Corresponding State Requirement/Goal
Land Use and Community Design	Goal C: Deepen a Sense of Place and Community Identity Goal F: Foster Environmental Sustainability Citywide	Land Use * Community Design**
Mobility	Strategy (Goal C): Encourage Use of Alternative Modes of Transportation to Connect People and Create a Sense of Community Goal F: Foster Environmental Sustainability Citywide Strategy (Goal F): Implement the City's Climate Action Plan/Reduce Vehicle Miles Travelled	Circulation/Complete Streets Element*
Community Livability (includes Arts, Culture and Economic Development)	Goal B: Achieve Long-Term Financial Sustainability Strategy (Goal C): Develop an Economic Development Action Plan	Economics*** Economic/Fiscal Development**
Community Safety (includes Climate	Goal E: Ensure the Public's Health and Safety	Safety *

Connected El Cerrito: 2035 Element (proposed)	Corresponding City of El Cerrito Strategic Plan Goal/Strategy	Corresponding State Requirement/Goal
Adaptation, Resilience and Natural Hazards	Goal E: Ensure the Public's Health and Safety Goal F: Foster Environmental Sustainability	Climate change***
Natural Resources and Conservation	Goal C: Deepen a Sense of Place and Community Identity Goal F: Foster Environmental Sustainability Citywide Strategy (Goal F): Implement the City's Climate Action Plan/Facilitate energy and water efficiency and greater adoption of clean energy	Conservation * Open-Space * Energy ** Water ** Air Quality ** Climate Change***
Parks, Recreation and Human Services	Goal A: Deliver Exemplary Government Services Goal C: Deepen a Sense of Place and Community Identity Strategy (Goal C): Promote Strong Neighborhoods Goal E: Ensure the Public's Health and Safety	Parks and Recreation** Equity*** Healthy Communities*** Noise*
Housing	Goal C: Deepen a Sense of Place and Community Identity	Housing* Equity**
Capital Improvements/Public	Goal D: Develop and Rehabilitate Public Facilities as Community	Capital Improvements/Public

Connected El Cerrito: 2035 Element (proposed)	Corresponding City of El Cerrito Strategic Plan Goal/Strategy	Corresponding State Requirement/Goal
Facilities, Infrastructure and Maintenance	Focal Points	Facilities** Economics***
Implementation	Goal A: Deliver Exemplary Government Services Goal B: Achieve Long Term Financial Sustainability	

* Required element pursuant to 2003 General Plan Guidelines

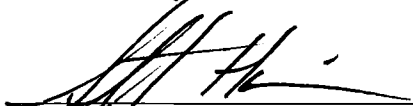
** Optional element pursuant to 2003 General Plan Guidelines

*** Likely General Plan Guidelines 2014 Focus Area

FINANCIAL CONSIDERATIONS

The City is eligible to apply for up to \$500,000 with a requirement of at least 10% in matching funds. Up to half of the matching funds can be provided in the form of in-kind contribution. Community Development will propose a \$25,000 cash-contribution in the FY 2014-15 City Budget from the General Fund which we anticipate being fully offset by a grant from the Municipal Services Corporation. An additional \$25,000 in matching funds will come from the Community Development Department FY 2014-15 operating budget to increase our competitiveness. Matching funds do not need to be secured at the time of application; however, by passing the attached Resolution the City guarantees that, if awarded, it will guarantee the matching funds prior to execution of a grant agreement. Because outside funding of General Plans is rare, staff believes this opportunity must be pursued as the City needs to maintain compliance with State requirements. Additionally, staff anticipates that a portion of the staff time utilized to implement the grant will be reimbursable through the grant to offset the matching funds.

Reviewed by:



Scott Hanin, City Manager

Attachment:

1. Resolution

RESOLUTION 2014-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO APPROVING AN APPLICATION FOR GRANT FUNDS FOR THE SUSTAINABLE COMMUNITIES PLANNING GRANT AND INCENTIVES PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (PROPOSITION 84)

WHEREAS, on August 30, 1999 City Council adopted an update to its 1975 General Plan; and

WHEREAS, pursuant to state law, cities must update their general plans periodically to conform to changes in state law, other legal requirements and to reflect changes in land development patterns or changes in population, the economy and other factors; and

WHEREAS, since adoption of the General Plan local investments, planning efforts and regional and state policies and laws have developed a new framework of objectives intended to reduce the City's greenhouse gas emissions, create a mode-shift away from private automobile usage and stimulate investment in resource-efficient, context-sensitive, sustainable community development; and

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program as referenced above; and

WHEREAS, the Strategic Growth Council has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the Strategic Growth Council require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to the State; and

WHEREAS, the City, as applicant, if selected, will enter into an agreement with the State of California to carry out the development of the proposal that the City submits for grant funding ("Proposal").

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

1. Approves the filing of an application for *Connected El Cerrito: 2035*, a targeted update to its 1999 General Plan in order for the City to become a sustainable community;

Agenda Item No. 5(C)

2. Certifies that the City, as applicant, understands the assurances and certification in the application;
3. Certifies that the City, as applicant, will have sufficient funds to develop the Proposal or will secure the resources to do so;
4. Certifies that the Proposal will comply with any applicable laws and regulations; and
5. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

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

I CERTIFY that at a regular meeting on February 18, 2014 the City Council of the City of El Cerrito passed this Resolution by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on February _____, 2014.

Cheryl Morse, City Clerk

APPROVED:

Janet Abelson, Mayor



AGENDA BILL

Agenda Item No. 5(D)

Date: February 18, 2014
To: El Cerrito City Council
From: Scott Hanin, City Manager
Sky Woodruff, City Attorney
Subject: Request Support from Assemblywoman Skinner related to Transaction and Use Tax Legislation

ACTION REQUESTED

Authorize Mayor Abelson to request support from Assemblywoman Nancy Skinner in seeking legislation that would allow the City of El Cerrito the flexibility to consider a measure that could increase the current level of transaction and use taxes above the cumulative local limit of 2% (which includes the City, Contra Costa Transportation Authority, and BART).

BACKGROUND

California Revenue and Taxation Code Section 7251.1 imposes a 2% limit on the cumulative transaction and use tax (sales tax) rate. The text of the statute states, "The combined rate of all [local transactions and use] taxes . . . in any county may not exceed 2 percent." That means that local agencies with overlapping boundaries in the same county may levy such taxes only up to a combined rate of 2%. For example, if a city levied a tax of 0.75%, a county levied a tax of 0.75%, and a special district levied a tax of 0.5%, and all of their boundaries overlapped, the combined rate of all of their taxes would be 2%. As a result, none of those agencies would be able to enact an additional transactions and use tax.

The voters of El Cerrito have approved two transactions and use taxes in recent years. Measure A, the Pothole Repair, Local Street Improvement and Maintenance measure, was passed in 2008 and is a 0.5% tax that generates funding strictly for the comprehensive street repair and maintenance program in El Cerrito. Measure R, the Preservation of Citywide Services measure, was passed in 2010 and is a seven-year general tax of 0.5% which is due to sunset in 2018. In addition to the two El Cerrito sales taxes, the voters have also approved taxes for the Contra Costa Transportation Authority (0.5%) and BART (0.5%) which bring the current total to the 2% cap. Because the City's rates combined with those of other public agencies are at the maximum, it is currently not possible to increase the City's rate should that be the desire of the City Council and ultimately the voters in El Cerrito.

Last year, to address the current prohibition on additional county-wide transactions and use taxes, the Contra Costa Transportation Authority sought and received approval of State legislation in the form of AB 210 (2013), which added Revenue and Taxation

Code sections 7291 and 7292 and allows for a tax in excess of up to 0.5% above the 2% cap.

ANALYSIS

The City Council has not yet considered any changes or increases related to current or future taxes for the City of El Cerrito. However, it has considered the possibility of a ballot measure in November 2016 related to a new library which could impact the schedule for any other potential measures. Staff anticipates a discussion and possible direction from the City Council in March on any potential new or adjusted taxes. If the Council wanted to pursue an increase in the City's transaction and use taxes to support current service levels, it would not be able to do so absent legislation similar to the bill AB 210 approved for CCTA.

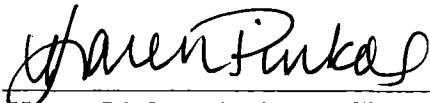
Because of the long lead time necessary to get legislation approved and ultimately signed by the Governor, staff feels it is important to start the process now – at the beginning of the legislative session – to allow for an increase to be considered in 2014. Because general taxes must be considered at General Elections when Councilmembers are elected, the number of available election dates is limited.

With the sluggish economic recovery, reduced assessed property values and the loss of redevelopment, El Cerrito is struggling to maintain the high level of service that our constituents expect. This legislation will provide the flexibility for the City Council over the next 8-10 years, should they wish, to allow our residents and businesses the opportunity to control their own destiny by determining through the voting process whether they wish to increase revenues, rather than reduce services. The legislation would not require the City to take any action but merely allow the option to exist.

FINANCIAL CONSIDERATIONS

There is no impact at this time. Should the City Council ultimately decide in the future to place an initiative of up to 0.5% increase in the sales tax rate before voters and the initiative is approved, the increase in annual revenues could be as much as \$1.5 million.

Reviewed by:



Karen Pinkos, Assistant City Manager

Attachment:

1. Draft letter from Mayor Abelson



February 18, 2014

Honorable Nancy Skinner
State Assembly, 15th District
State Capitol
P.O. Box 942849
Sacramento, CA 94249-0015

Dear Assemblywoman Skinner,

The City of El Cerrito would like to request your assistance in sponsoring legislation that would allow, but not require, the City to seek voter approval of a local transactions and use tax of up to 0.5%, which would exceed the 2.0% cumulative rate presently allowed by Revenue and Taxation Code section 7251.1. Under current law, local agencies may only impose local transactions and use taxes that in total cannot exceed 2.0%. Because the City's rates combined with other public agencies are at the maximum, it is currently not possible to increase the amount should that be the desire of the City Council and ultimately the voters in El Cerrito. As you know, the Contra Costa Transportation Authority sought and received similar legislation in the form of AB 210 (2013), which added Revenue and Taxation Code sections 7291 and 7292.

With the sluggish economic recovery, reduced assessed property values and the loss of redevelopment, El Cerrito has struggled to maintain the high level of service that our constituents expect. This legislation will provide the flexibility to allow our residents and businesses to control their own destiny by determining through the voting process whether they wish to increase revenues, rather than reduce services. The City Council has not yet considered a potential future increase or the timing of such an increase. This request is made in order to ensure that the choice is available if desired and ultimately approved by our voters.

Thank you for your consideration.

Sincerely,

Janet Abelson
Mayor



AGENDA BILL

Agenda Item No. 7

Date: February 18, 2014

To: City Council of the City of El Cerrito
El Cerrito Redevelopment Successor Agency

From: Lori Treviño, Senior Financial Analyst
Lisa Malek-Zadeh, Finance Director/City Treasurer

Subject: Review an Authorization to Submit the Draft Recognized Obligations Payment Schedule 14-15A (July-December 2014), the Successor Agency's FY 2014-15 Administrative Budget, and a Repayment Schedule for Housing Loans

ACTION REQUESTED

Adopt a Successor Agency resolution reviewing and authorizing submittal of the draft Recognized Obligations Payment Schedule 14-15A covering the period July to December 2014, the Successor Agency's FY 2014-15 administrative budget, and a repayment schedule of obligations to the City's Low Income Housing Asset Fund.

BACKGROUND

Recognized Obligation Payment Schedules

ABx1 26 ("Dissolution Act") dissolved the El Cerrito Redevelopment Agency ("RDA") and established the El Cerrito Redevelopment Successor Agency ("Successor Agency") on February 1, 2012. Under the Dissolution Act, the portion of property tax revenues collected in the City of El Cerrito Redevelopment Project Area ("Project Area") that was considered Tax Increment prior to the RDA's dissolution are called Redevelopment Property Tax and are deposited by the County Auditor-Controller ("Auditor-Controller") into the Redevelopment Property Tax Trust Fund ("RPTTF"). The Auditor-Controller distributes the funds in the RPTTF with the following priority:

1. Auditor-Controller's administrative costs;
2. Pass-through payments to the taxing entities affected by the Redevelopment Plan for the Project Area, calculated the same as prior to RDA dissolution;
3. Distribution to the Successor Agency to retire the former RDA's obligations;
4. Repayment of loans from the Housing Fund (starting in FY 2014-15); and
5. Distribution of residual funds to taxing entities.

The Successor Agency must review and authorize submittal of a Recognized Obligation Schedule ("ROPS") for each six-month period. Each ROPS must then be approved by the Oversight Board to the Successor Agency ("Oversight Board") and the California Department of Finance ("DOF") before the Auditor-Controller disburses funding for payments on the approved ROPS.

Agenda Item No. 7

The schedule being reviewed this evening is the draft ROPS 14-15A covering payments due during the period of July to December 2014. The Successor Agency must submit ROPS 14-15A approved by the Oversight Board to DOF no later than March 3, 2014. The Oversight Board is scheduled to consider ROPS 14-15A at its upcoming special meeting. After submittal, the DOF then has 45 days to review the ROPS and approve or disapprove of any items. The Successor Agency can request additional review by DOF and an opportunity to meet and confer on disputed items, and must make that request within five business days of receiving a DOF determination. The DOF is required to notify the Successor Agency and Auditor-Controller of its final determination of the approved payments at least 15 days prior to the date of distributions from the RPTTF. For ROPS 14-15A, the notification date is May 16, 2014 for the June 2, 2014 disbursement.

Successor Agency Administrative Budget

Pursuant to the Dissolution Act, the Successor Agency must prepare a budget for administrative expenses each fiscal year to be approved by the Oversight Board and DOF. The Successor Agency is entitled to an administrative allowance of \$250,000 annually, regardless of its actual expenses. The budget being considered this evening is for FY 2014-15.

Repayment of Loans from Housing Funds

The State of California shifted tax increment revenues from redevelopment agencies statewide into the Educational Revenue Augmentation Fund ("ERAF") in 2005 and 2006, and into the Supplemental ERAF ("SERAF") in 2009 and 2010. Redevelopment agencies that did not have sufficient tax increment to make their ERAF and SERAF payments were permitted to borrow from their housing funds in order to do so. The RDA had borrowed funds from its Low and Moderate Income Housing Fund ("LMIHF") and was in the process of repaying the loans when the agency was dissolved. The obligation was assumed by the Successor Agency and is payable to the City's Low Income Housing Asset Fund.

The Dissolution Act allows repayment of SERAF and ERAF loans beginning in FY 2014-15. The maximum repayment amount authorized each fiscal year is limited to one half of the increase between the amount distributed to the taxing entities in the fiscal year and the amount distributed to taxing entities in the 2012-13 base year. The DOF has advised successor agencies that SERAF and ERAF loans are enforceable obligations provided that the Oversight Board approves a repayment schedule.

ROPS 14-15A

The proposed ROPS 14-15A is Exhibit A to the attached Successor Agency resolution, reviewing and authorizing its submittal. It includes: 1) A summary of the funding request; 2) An itemized listing of obligations; 3) A report of cash balances; 4) A reconciliation of prior payments and resulting adjustments; and 5) Notes of explanation.

Obligations with remaining outstanding balances are included on ROPS 14-15A, whether previously approved by DOF or in dispute. They are as follows:

Agenda Item No. 7

- Tax Allocation Bond Debt Service. Payments are due to the trustee Union Bank by December 27, 2014.
- Valente Note. No payment is due during the ROPS 14-15A period.
- Due Diligence Review. Funding was approved on prior ROPS, but remaining funds were needed so the obligation is retired.
- Cash Flow Loan. The Successor Agency's litigation expenses are an enforceable obligation. To the extent necessary, the City is advancing the cost of litigation anticipating reimbursement through the cash flow loan approved on ROPS 13-14B.
- Eden Housing Loan Agreement Post-DDA. While the Oversight Board has repeatedly approved obligations to Eden Housing, DOF has continued to deny that portion of the loan agreement that was contingent on negotiation of a Disposition and Development Agreement (DDA) with Eden, in the amount of \$250,000, stating that the Successor Agency did not have the authority to negotiate a DDA. However, the City as Housing Successor does have the authority to negotiate a DDA with Eden Housing on a property that was listed on the DOF-approved Housing Asset Transfer List and the Successor Agency retained the obligation to fund the loan agreement. DOF stated that the Successor Agency can terminate the agreement due to dissolution, but the Successor Agency is not required to terminate under the Dissolution Act and the DOF cannot require the Successor Agency to do so. Eden Housing and the City as Housing Successor are in the process of negotiating a DDA and therefore this obligation is included on ROPS 14-15A for funding.
- Cooperation Agreement with the El Cerrito Municipal Services Corporation. While the DOF has repeatedly disapproved this item, the Successor Agency intends to continue pursuing funding. The City, Successor Agency and Municipal Services Corporation have filed litigation against the DOF regarding the enforceability of the agreement. The total outstanding obligation has been revised from prior ROPS based on estimated funding requirements under the terms of the agreement.
- San Pablo Avenue Streetscape and Streetlights. In the process of closing out multi-year capital improvement projects, it was determined that commitments of tax increment by the RDA to the City were not transferred to the Capital Improvement Fund, but were relied upon for letting construction contracts. While the commitment of tax increment not transferred by the RDA totaled \$956,511, the City was able to reduce project costs and only \$431,599 of the commitment remains outstanding.
- ERAF and SERAF Loans. The payment amount listed is an estimate based on calculations in Health & Safety Code Section 34176 and an estimate of any residual funds in the RPTTF after other obligations are paid.

Agenda Item No. 7

- FY 2014-15 Administrative Allowance. One half of the Successor Agency's administrative allowance is included on the ROPS.

The total amount of RPTTF funding required for ROPS 14-15A is estimated to be \$2,385,215. Based on the amount received during the prior ROPS period, the estimated amount to be distributed from the RPTTF is about \$2.1 million. There may be insufficient RPTTF for all obligations due during the ROPS 14-15A period.

SUCCESSOR AGENCY FY2013-14 ADMINISTRATIVE BUDGET

A proposed FY 2014-15 Administrative Budget is Exhibit B to the attached Successor Agency Resolution. Note that this budget does not include litigation costs, as provided in the Dissolution Act. This budget will be included within the City's overall FY 2014-15 Budget and the City will be reimbursed once the Successor Agency receives its allowance. Regardless of the Successor Agency's actual administrative expenses, it receives the administrative allowance \$250,000 annually.

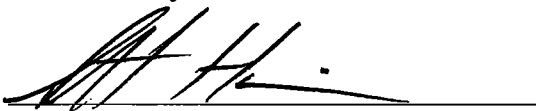
SERAF/ERAF REPAYMENT SCHEDULE

An estimated repayment schedule for SERAF and ERAF Loans is Exhibit C to the attached Successor Agency Resolution. Repayment is contingent on the availability of funds and based on a formula in the Dissolution Act. Language in the resolution specifies that the repayment amount for each fiscal year will be equal to the maximum amount allowed pursuant to HSC section 34176 (e) (6) (B).

LEGAL CONSIDERATIONS

All actions being requested are consistent with the Dissolution Act, as amended.

Reviewed by:



Scott Hanin
City Manager

Attachments:

1. Successor Agency Resolution 2014-XX, reviewing and authorizing submittal of the draft Recognized Obligation Payment Schedule 13-14A, approving its FY 2014-15 Administrative Budget, and authorizing submittal of a proposed repayment schedule for SERAF/ERAF Loans

SUCCESSOR AGENCY RESOLUTION 2014-XX

RESOLUTION OF THE EL CERRITO REDEVELOPMENT AGENCY SUCCESSOR AGENCY AUTHORIZING SUBMITTAL OF THE DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE 14-15A, AS REQUIRED UNDER THE DISSOLUTION ACT; APPROVING ITS FY 2014-15 ADMINISTRATIVE BUDGET; AND AUTHORIZING SUBMITTAL OF A REPAYMENT SCHEDULE FOR LOW AND MODERATE INCOME HOUSING FUNDS PURSUANT TO HEALTH AND SAFETY CODE SECTION 34171

WHEREAS, pursuant to the California Community Redevelopment Law (the “Redevelopment Law”), the City Council (the “City Council”) of the City of El Cerrito (the “City”) adopted the Redevelopment Plan for the City of El Cerrito Redevelopment Project Area by Ordinance No. 77-17, as amended by Ordinances No. 80-13; No. 89-5; No. 94-4; No. 2004-3; No. 2005-01; and No. 2006-10 (collectively, the “Redevelopment Plan”); and

WHEREAS, the El Cerrito Redevelopment Agency (the “RDA”) was responsible for implementation of the Redevelopment Plan; and

WHEREAS, as part of the 2011-12 State budget bill, ABx1 26 (the “Dissolution Act”) was enacted significantly modifying the Redevelopment Law to require the dissolution of redevelopment agencies throughout California and the establishment of successor agencies to wind down the former redevelopment agencies’ affairs; and

WHEREAS, on August 15, 2011, pursuant to the Dissolution Act, the City elected to serve as the El Cerrito Redevelopment Agency Successor Agency (the “Successor Agency”), should the RDA be dissolved; and

WHEREAS, California redevelopment agencies were dissolved on February 1, 2012; and

WHEREAS, pursuant to the Dissolution Act, upon dissolution, the RDA transferred as a matter of law all remaining liabilities, debts and obligations to the Successor Agency; and transferred all unencumbered funds and assets to the Successor Agency’s Redevelopment Obligation Retirement Fund (the “RORF”), for disposition and/or use by the Successor Agency to retire RDA debt and pay for RDA obligations; and

WHEREAS, pursuant to the Dissolution Act, the Contra Costa County Auditor Controller (the “Auditor-Controller”) established the Redevelopment Property Tax Trust Fund (the “RPTTF”) to hold Redevelopment Property Tax collected from the City of El Cerrito Redevelopment Project Area to be disbursed to the Successor Agency for payment of its enforceable obligations and to taxing entities affected by the Redevelopment Plan; and

WHEREAS, AB 1484 (the “Trailer Bill”) was enacted on July 1, 2012 modifying the Dissolution Act to require the Successor Agency to submit an oversight board-approved Recognized Obligations Payment Schedule 14-15A (“ROPS 14-15A”) covering the period July through December, 2014 to the Department of Finance (the “DOF”) by March 3, 2014; and

WHEREAS, the Trailer Bill made clear that the Successor Agency is a separate public entity from the City; and

WHEREAS, the Oversight Board to the Successor Agency to the El Cerrito Redevelopment Agency (the "Oversight Board") was formed on April 4, 2012; and

WHEREAS, the Successor Agency has reviewed the draft ROPS 14-15A that was prepared pursuant to the Dissolution Act and the Trailer Bill, which is attached and incorporated as Exhibit A to this Resolution, for submittal to the Oversight Board, the Auditor-Controller, and DOF; and

WHEREAS, the Successor Agency wishes to authorize Successor Agency staff to amend the ROPS 14-15A administratively to account for any additional changes made by the DOF to the ROPS form that occur after the Successor Agency's consideration; and

WHEREAS, the Successor Agency is not a component unit of the City, but the City is providing administrative services for the Successor Agency; and

WHEREAS, pursuant to the Dissolution Act, the Successor Agency is entitled to an administrative allowance of \$250,000 annually to be paid from the property tax revenues collected in the Project Area, regardless of its actual administrative expenses; and

WHEREAS, the Successor Agency must prepare a budget for those administrative expenses each fiscal year to be approved by the Oversight Board, as required in the Dissolution Act; and

WHEREAS, an Administrative Budget prepared for FY 2014-15 is Exhibit B to this Resolution; and

WHEREAS, beginning in FY 2014-15 pursuant to Health and Safety Code Section 34176(e)(6)(B), the Dissolution Act provides for the repayment of money borrowed from the Low and Moderate Income Housing Fund (the "LIMHF") by the former RDA, provided that the maximum repayment amount authorized each fiscal year shall be equal to one half of the increase between "the amount distributed" to the taxing entities in that fiscal year and the amount distributed to taxing entities in the 2012-13 base year; and

WHEREAS, pursuant to Health and Safety Code Section 34171(d)(1)(G), amounts borrowed from, or payments owing to the LIMHF are enforceable obligations, provided the Oversight Board approves a repayment schedule; and

WHEREAS, the Successor Agency has reviewed the repayment schedule for funds borrowed from the LIMHF that was prepared pursuant to the Dissolution Act and the Trailer Bill, which is attached and incorporated as Exhibit C to this Resolution, for submittal to the Oversight Board, the Auditor-Controller, and DOF.

NOW THEREFORE, BE IT RESOLVED that the El Cerrito Redevelopment Agency Successor Agency hereby finds the above recitals to be true and accurate.

BE IT FURTHER RESOLVED that the El Cerrito Redevelopment Agency Successor Agency authorizes the submittal of the draft Recognized Obligation Payment Schedule 13-14B as required under the Dissolution Act, subject to such changes as may be necessary to accommodate changes in the DOF approved form, any such changes to be approved by the City Manager.

BE IT FURTHER RESOLVED that the El Cerrito Redevelopment Successor Agency approves its Administrative Budget for FY 2014-15.

BE IT FURTHER RESOLVED that the El Cerrito Redevelopment Agency Successor Agency authorizes the submittal of the repayment schedule for funds borrowed from the LMIHF for consideration by the Oversight Board, as provided under the Dissolution Act and subject to such changes of form as may be necessary to accommodate DOF approval, any such changes to be approved by the City Manager.

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

I CERTIFY that at the regular meeting on February 19, 2014, the City Council of the City of El Cerrito acting as the El Cerrito Redevelopment Agency Successor Agency passed this resolution by the following vote:

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

IN WITNESS of this action, I sign this document on February __, 2014.

Cheryl Morse, City Clerk

APPROVED:

Janet Abelson, Mayor

Recognized Obligation Payment Schedule (ROPS 14-15A) - Summary

Filed for the July 1, 2014 through December 31, 2014 Period

Name of Successor Agency: El Cerrito
Name of County: Contra Costa

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding		
A Sources (B+C+D):		\$ -
B Bond Proceeds Funding (ROPS Detail)		-
C Reserve Balance Funding (ROPS Detail)		-
D Other Funding (ROPS Detail)		-
E Enforceable Obligations Funded with RPTTF Funding (F+G):		\$ 2,385,215
F Non-Administrative Costs (ROPS Detail)		2,260,215
G Administrative Costs (ROPS Detail)		125,000
H Current Period Enforceable Obligations (A+E):		\$ 2,385,215

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
I Enforceable Obligations funded with RPTTF (E):	2,385,215
J Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	-
K Adjusted Current Period RPTTF Requested Funding (I-J)	\$ 2,385,215

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
L Enforceable Obligations funded with RPTTF (E):	2,385,215
M Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N Adjusted Current Period RPTTF Requested Funding (L-M)	2,385,215

Certification of Oversight Board Chairman:
Pursuant to Section 34177(m) of the Health and Safety code, I
hereby certify that the above is a true and accurate Recognized
Obligation Payment Schedule for the above named agency.

Name	Title
Signature	Date

Recognized Obligation Payment Schedule (ROPS) 14-15A - ROPS Detail July 1, 2014 through December 31, 2014 (Report Amounts in Whole Dollars)															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
								\$ 26,563,029		\$ -	\$ -	\$ -	\$ 2,260,215	\$ 125,000	\$ 2,385,215
1	Tax Allocation Bonds 1997 A	Bonds Issued On or	12/17/1997	7/1/2019	Union Bank	Refunding of prior TAB for Redev	City of El Cerrito	2,586,500	N				281,125		\$ 281,125
2	Tax Allocation Bonds 1998 B	Bonds Issued On or Before 12/31/10	12/17/1997	7/1/2015	Union Bank	Refunding of prior TAB for L&M Hsg Projs	City of El Cerrito	226,288	N				113,144		\$ 113,144
3	Tax Allocation Bonds 2004 A	Bonds Issued On or Before 12/31/10	10/21/2004	7/1/2023	Union Bank	Tax-exempt TAB for Infrastructure Projs	City of El Cerrito	11,434,933	N				535,249		\$ 535,249
5	Tax Allocation Bonds 2004 B Hsg	Bonds Issued On or Before 12/31/10	10/21/2004	7/1/2023	Union Bank	Taxable TAB for L&M Hsg Projs	City of El Cerrito	4,711,485	N				134,098		\$ 134,098
6	2009-10 SERAF Loan	SERAF/ERAF	2/16/2010	11/24/2024	City L&M Housing Fund	Funds advanced for SERAF payment	City of El Cerrito		N						
7	2005-06 ERAF Loan	SERAF/ERAF	4/17/2006	11/24/2024	City L&M Housing Fund	Funds advanced for ERAF payment	City of El Cerrito		N						
9	Valente Promissory Note	Third-Party Loans	3/5/2009	3/5/2024	George Valente	Loan for land acquisition	City of El Cerrito	2,047,907	N						\$ -
11	Eden Housing Loan Agreement	OPA/DDA/Constructi on	5/17/2011	11/24/2024	Eden Housing	Undisbursed loan commitment	City of El Cerrito		N						
12	Cooperation Agreement	Project Management Costs	3/7/2011	11/24/2024	El Cerrito MSC	Implementation of City of El Cerrito Redevelopment Plan	City of El Cerrito		N						
14	Due Diligence Review	Dissolution Audits	9/20/2012	6/30/2014	MGO CPAs	Accountant for AB1484 Due Diligence Review	City of El Cerrito		Y						\$ -
18	Eden Housing Loan Agreement Post DDA	OPA/DDA/Constructi on	5/17/2011	11/24/2024	Eden Housing	Undisbursed loan commitment contingent on DDA	City of El Cerrito		N						
19	Cooperation Agreement	Project Management Costs	3/7/2011	11/24/2024	El Cerrito MSC	Implementation of Redevelopment Plan	City of El Cerrito		N						
21	Litigation Cost/Cash Flow Loan Agreement	City/County Loans After 6/27/11	10/1/2013	6/30/2014	City of El Cerrito	Successor Agency litigation costs funded by ROPS 13-14B RPT and/or by City of El Cerrito Cash Flow Loan pursuant to H&S Code Section 34173(h).	City of El Cerrito	90,000	N				90,000		\$ 90,000
22	Eden Housing Loan Agreement Post DDA	OPA/DDA/Constructi on	5/17/2011	11/24/2024	Eden Housing	Undisbursed loan commitment contingent on DDA	City of El Cerrito	250,000	N	-	-	-	250,000		\$ 250,000
23	Cooperation Agreement	Project Management Costs	3/7/2011	11/24/2024	El Cerrito MSC	Implementation of Redevelopment Plan	City of El Cerrito	3,287,000	N	-	-	-	300,000		\$ 300,000
24	San Pablo Avenue Streetscape	OPA/DDA/Constructi on	7/1/2004		City of El Cerrito	Undisbursed commitment for public improvements constructed in 2004- 2011	City of El Cerrito	431,599	N				431,599		\$ 431,599
25	FY 14-15 Administrative Allowance	Admin Costs			City of El Cerrito	Annual allowance	City of El Cerrito	250,000	N					125,000	\$ 125,000
26	2009-10 SERAF Loan	SERAF/ERAF	2/16/2010	11/24/2024	City L&M Housing Fund	Funds advanced for SERAF payment	City of El Cerrito	995,741	N	-	-	-	100,000	-	\$ 100,000
27	2005-06 ERAF Loan	SERAF/ERAF	4/17/2006	11/24/2024	City L&M Housing Fund	Funds advanced for ERAF payment	City of El Cerrito	251,577	N	-	-	-	25,000	-	\$ 25,000

Recognized Obligation Payment Schedule (ROPS) 14-15A - Report of Cash Balances

(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177(l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H	I
	Cash Balance Information by ROPS Period	Fund Sources						Comments
		Bond Proceeds		Reserve Balance		Other	RPTTF	
		Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR balances retained	Prior ROPS RPTTF distributed as reserve for next bond payment	Rent, Grants, Interest, Etc.	Non-Admin and Admin	
ROPS 13-14A Actuals (07/01/13 - 12/31/13)								
1	Beginning Available Cash Balance (Actual 07/01/13) Note that for the RPTTF, 1 + 2 should tie to columns J and O in the Report of Prior Period Adjustments (PPAs)	-	-	294,358	1,621,139	-	-	
2	Revenue/Income (Actual 12/31/13) Note that the RPTTF amounts should tie to the ROPS 13-14A distribution from the County Auditor-Controller during June 2013	-	-	-	-	948	1,427,787	
3	Expenditures for ROPS 13-14A Enforceable Obligations (Actual 12/31/13) Note that for the RPTTF, 3 + 4 should tie to columns L and Q in the Report of PPAs	-	-	288,215	1,621,139	-	1,038,544	
4	Retention of Available Cash Balance (Actual 12/31/13) Note that the RPTTF amount should only include the retention of reserves for debt service approved in ROPS 13-14A						389,243	
5	ROPS 13-14A RPTTF Prior Period Adjustment Note that the RPTTF amount should tie to column S in the Report of PPAs.	No entry required					-	
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	\$ 6,143	\$ -	\$ 948	\$ -	
ROPS 13-14B Estimate (01/01/14 - 06/30/14)								
7	Beginning Available Cash Balance (Actual 01/01/14) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ -	\$ -	\$ 6,143	\$ 389,243	\$ 948	\$ -	
8	Revenue/Income (Estimate 06/30/14) Note that the RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014					1	2,072,483	
9	Expenditures for 13-14B Enforceable Obligations (Estimate 06/30/14)			6,143	389,243	949	377,780	
10	Retention of Available Cash Balance (Estimate 06/30/14) Note that the RPTTF amounts may include the retention of reserves for debt service approved in ROPS 13-14B						1,694,703	
11	Ending Estimated Available Cash Balance (7 + 8 - 9 -10)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Recognized Obligation Payment Schedule (ROPS) 14-15A - Report of Prior Period Adjustments																		
Reported for the ROPS 13-14A (July 1, 2013 through December 31, 2013) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)																		
(Report Amounts in Whole Dollars)																		
ROPS 13-14A Successor Agency (SA) Self-reported Prior Period Adjustments (PPA):Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 13-14A (July through December 2013) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 14-15A (July through December 2014) period will be offset by the SA's self-reported ROPS 13-14A prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.																		
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures										
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin					Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15A Requested RPTTF)
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 13-14A distributed + all other available as of 07/1/13)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 13-14A distributed + all other available as of 07/1/13)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,177,787	\$ 1,177,787	\$ 1,177,787	\$ 1,177,787	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	\$ -
1	Tax Allocation	-	-	-	-	-	-	66,875	66,875	\$ 66,875	66,875	\$ -	-	-	-	-	-	\$ -
2	Tax Allocation	-	-	-	-	-	-	10,894	10,894	\$ 10,894	10,894	\$ -	-	-	-	-	-	\$ -
3	Tax Allocation Bonds 2004 A	-	-	-	-	-	-	213,114	213,114	\$ 213,114	213,114	\$ -	-	-	-	-	-	\$ -
4	Tax Allocation Bonds 2004 B Non-Hsg	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
5	Tax Allocation Bonds 2004 B Hsg	-	-	-	-	-	-	98,360	98,360	\$ 98,360	98,360	\$ -	-	-	-	-	-	\$ -
6	2009-10 SERAF Loan	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
7	2005-06 ERAF Loan	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
8	Accrued Vacation Liability	-	-	-	-	-	-	19,392	19,392	\$ 19,392	19,392	\$ -	-	-	-	-	-	\$ -
9	Valente Promissory Note	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
10	Ohlone Gardens Loan Agreement	-	-	-	-	-	-	471,152	471,152	\$ 471,152	471,152	\$ -	-	-	-	-	-	\$ -
11	Eden Housing Loan Agreement	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
12	Cooperation Agreement	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
13	FY 2012-13 Administrative Allowance	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
14	Due Dilligence Review	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
15	FY 2011-12 Administrative Allowance	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
16	Cash Flow Loan Agreement	-	-	-	-	-	-	238,000	238,000	\$ 238,000	238,000	\$ -	-	-	-	-	-	\$ -
17	Eden Housing Loan Agreement Pre-DDA	-	-	-	-	-	-	60,000	60,000	\$ 60,000	60,000	\$ -	-	-	-	-	-	\$ -

Recognized Obligation Payment Schedule 14-15A - Notes July 1, 2014 through December 31, 2014

Recognized Obligation Payment Schedule 14-15A - Notes July 1, 2014 through December 31, 2014

[illegible]

Exhibit B
 Successor Agency Administrative Budget
 Fiscal Year 2014-15

Entity/Activity	Successor Agency	Oversight Board
<i>Staffing Functions (Total Compensation plus Overhead for Indirect Costs)</i>		
Administration	\$55,000	\$35,000
Finance	\$60,000	\$30,000
Community Development	\$20,000	\$10,000
City Clerk	\$15,000	\$10,000
Legal Services	\$50,000	
Financial & Audit Services	\$10,000	
Bond-related Costs	\$10,000	
Supplies	\$1,000	\$500
Postage	\$100	\$100
Copies	\$100	\$100
Website	\$1,000	\$1,000
Advertising/Legal Notices	\$500	\$500
Property Management	\$1,000	
Total	\$223,700	\$87,200
Combined Total		\$310,900
Funding Source		
Redevelopment Property Tax Trust Fund		\$250,000
Unfunded		\$60,900

Exhibit C

SERAF/ERAF Loan Repayment Schedule

Payments to the City of El Cerrito Low and Moderate Income Housing Asset Fund

By the El Cerrito Redevelopment Successor Agency

Pursuant to HSC section 34171(d)(1)(G), payments on loans from the former El Cerrito Redevelopment Agency's Low and Moderate Income Housing Fund are enforceable obligations, provided the Oversight Board approves a repayment schedule. Pursuant to HSC section 34176(e)(6)(B), repayment of obligations related to Education Revenue Augmentation Fund ("ERAF") and Supplemental ERAF by redevelopment successor agencies are subject to calculation of a maximum repayment amount authorized each fiscal year, equal to one half of the increase between "the amount distributed" to the taxing entities in that fiscal year and the amount distributed to taxing entities in the 2012-13 base year.

The estimated amount of residual Redevelopment Property Tax available for calculation of the maximum payment is summarized in the following table. It is based on projected three percent growth in assessed values in the City of El Cerrito Redevelopment Project Area and assumes that all proposed ROPS are approved by the Oversight Board and the Department of Finance as presented to the Department. Higher growth rates or lower amounts of approved ROPS payments would result in a greater residual available for repayment of the Successor Agency's SERAF/ERAF obligations.

The Successor Agency intends that the actual repayment amount each ROPS period would be no greater than the maximum amount allowed pursuant to the formula contained in HSC 34176(e)(6)(B). As such that amount would vary depending upon the amounts approved for distribution to the Successor Agency for the payment of enforceable obligations and the administrative allowance, as well as the amount deposited in the RPTTF for each ROPS period. The schedule below is a sample repayment schedule but is not intended to limit the amount or timing of the repayments, which could vary depending on actual residual in a ROPS period within a fiscal year.

Estimated Residual Redevelopment Property Tax for SERAF/ERAF Obligation									
Repayment by the El Cerrito Redevelopment Agency Successor Agency									
ROPS Period	Projected RPTTF Available	County Admin	County Deducted Pass-Thrus	ROPS	Residual	FY Difference from Base	FY Maximum Payment	Sample Payment Schedule	Loan Balance
12-13					0				1,247,318
14-15A	2,688,604	(32,167)	(497,392)	(2,260,215)	(101,170)			125,000	1,122,318
14-15B	2,769,262	(32,167)	(512,313)	(1,776,831)	447,951	346,781	173,391		
15-16A	2,769,262	(33,132)	(512,313)	(1,509,561)	714,256			250,000	872,318
15-16B	2,852,340	(33,132)	(527,683)	(1,797,776)	493,749	1,208,005	604,003		
16-17A	2,852,340	(34,126)	(527,683)	(1,573,109)	717,422			250,000	622,318
16-17B	2,937,910	(34,126)	(543,513)	(1,861,324)	498,947	1,216,369	608,185		
17-18A	2,937,910	(35,150)	(543,513)	(1,397,242)	962,005			250,000	372,318
17-18B	3,026,047	(35,150)	(559,819)	(1,685,457)	745,621	1,707,626	853,813		
18-19A	3,026,047	(36,205)	(559,819)	(1,466,192)	963,831			250,000	122,318
18-19B	3,116,828	(36,205)	(576,613)	(1,541,407)	962,603	1,926,434	963,217		
19-20A	3,116,828	(37,291)	(576,613)	(985,586)	1,517,338			122,318	0
19-20B	3,210,333	(37,291)	(593,912)	(1,273,801)	1,305,329	2,822,667	1,411,334		