

Mayor

Gabe Quinto
Mayor Pro Tem
 Rebecca Saltzman

**AGENDA****Councilmembers**

William Ktsanes
 Lisa Motoyama
 Carolyn Wysinger

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TUESDAY, SEPTEMBER 15, 2026**SPECIAL CITY COUNCIL MEETING (5:15 PM)**

Hillside Conference Room - 10890 San Pablo Ave, El Cerrito

Join Via Zoom:

<https://us06web.zoom.us/j/82515580501?pwd=wzsoB3baCVN2L3z6DONUxxTP8Z82u3.1>

Meeting ID: 825 1558 0501 **Password:** 591678 **Dial in:** 1-408-638-0968

REGULAR CITY COUNCIL MEETING (6:00 PM)

Council Chambers - 10890 San Pablo Ave, El Cerrito

Join Via Zoom:

<https://us06web.zoom.us/j/83146888583?pwd=aba1iuzEWbvUkxAG54bQZd5Sv3DsW2.1>

Meeting ID: 831 4688 8583 **Passcode:** 638476 **Dial in:** 1-408-638-0968

View (Regular Meeting Only):

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

Public Comments:

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

Written comments received by **11:00 AM** the day of the meeting will be provided to the City Council and posted online in advance of the meeting. Comments received after the deadline will be provided to the City Council and posted after the meeting.

Accommodations: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 510-215-4305. Notification 48 hours prior to the meeting will enable the City to make reasonable accommodations. Closed Captions are available via zoom.

Conduct: This meeting is held pursuant to City Council [Rules of Order and Procedure](#).

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5:15 PM ROLL CALL - CONVENE SPECIAL CITY COUNCIL MEETING

1. ORAL COMMUNICATIONS FROM THE PUBLIC

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

2. CLOSED SESSION CONFERENCE WITH NEGOTIATORS

Pursuant to Government Code Section 54957.6

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

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

Contact: Sky woodruff, City Attorney, City Management

3. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (1 potential case)

Contact: Sky Woodruff, City Attorney, City Management

4. ADJOURN SPECIAL CITY COUNCIL MEETING

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

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

2. TELECONFERENCE AND PUBLIC COMMENT INSTRUCTIONS

3. COUNCIL/STAFF COMMUNICATIONS

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

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4. ORAL COMMUNICATIONS FROM THE PUBLIC

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

5. PRESENTATIONS

A. El Cerrito Students Training and Ready for Success (EC STARS) Program

Action Proposed: Receive and file a presentation from City and West Contra Costa County School District (WCCUSD) program representatives as well as 2026 student participants on the EC STARS Internship Program.

Contact: Shannon Bassi, Human Resources Manager, City Management

6. ADOPTION OF THE CONSENT CALENDAR

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

A. Approval of Minutes

Action Proposed: Approve the City Council Meeting minutes from July 21 and August 18, 2026.

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

B. Hispanic Heritage Proclamation

Action Proposed: Pass a motion to approve a proclamation declaring September 15, 2026 - October 15, 2026 as Hispanic Heritage Month, by recognizing and celebrating the histories, cultures, and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean, and Central and South America.

Contact: Shannon Bassi, Human Resources Manager, City Management

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C. Suicide Prevention Awareness Proclamation

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

Contact: Shannon Bassi, Human Resources Manager, City Management

D. Monthly Disbursement and Check Register Report for August 2026

Action Proposed: Receive and file the Monthly Disbursement and Check Register Report for the month of August 2026.

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

E. Amendment to the City's Classification Plan

Action Proposed: Adopt a resolution amending the City's Classification Plan to authorize the reclassification of Management Analyst III to Senior Program Manager in the Public Works Department.

Contact: Shannon Bassi, Human Resources Manager, City Management

F. Biennial Update of Agency Conflict of Interest Code

Action Proposed: Adopt a Resolution revising the Conflict of Interest Code for the City of El Cerrito and rescinding Resolution No. 2024-67.

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

G. Renewal of Agreement with Mark43, Inc. to provide Computer Aided Dispatch and Records Management Software for an additional year in an amount not to exceed \$57,000.

Action Proposed: Authorize the City Manager or Designee to renew the agreement with Mark43, Inc. for records management and computer aided dispatch software for an amount not to exceed \$57,000, for the time period of July 25, 2026 through June 30, 2027.

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

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H. Spending Authority and Contract Amendment for Universal Building Services

Action Proposed: Adopt a resolution authorizing the City Manager to execute an amendment to the general services agreement for Universal Building Services and approving spending authority for an amount not to exceed \$73,000 in fiscal year 2026-27.

Contact: Bridget Cooney, Recreation Supervisor; Christopher Jones, Recreation Director, Recreation Department

I. Halloween Block Party Pilot Program

Action Proposed: Adopt a resolution creating a pilot program that waives block party permit fees for participants on October 31 (Halloween).

Contact: Karen Pinkos, City Manager, City Management

J. Agreement with Vermont Systems, Inc.

Action Proposed: Staff recommend that the City Council adopt a resolution authorizing the City Manager to execute an agreement with Vermont Systems, Inc. (VSI) for continued licensing, maintenance, and support of the RecTrac registration and facility management system for a three-year minimum term with the option to annually extend until canceled, in a total contract not-to-exceed amount of \$90,919.57 over the three-year term, and a separate annual subscription agreement with ePACT for electronic health, emergency, and childcare licensing form automation, for an additional not-to-exceed amount of \$11,500 for the first year of the subscription, with the option to renew annually until canceled.

Contact: Christopher Jones, Recreation Director, Recreation Department

7. PUBLIC HEARINGS

8. POLICY MATTERS

A. FY 2025-26 Fourth Quarter General Fund Budget Update through June 30, 2026

Action Proposed: Receive and file an update on City General Fund revenues and expenses for FY 2025-26 through June 30, 2026.

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

B. Adoption of Local Road Safety Plan including a Citywide Vision Zero Policy

Action Proposed: Approve a resolution to adopt the Local Road Safety Plan including a Citywide Vision Zero Policy.

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

C. Roll Forward of Budget for Incomplete Purchase Orders & Projects from FY 2025-26

Action Proposed: Adopt a resolution authorizing the carry forward of \$69,891 from the General Fund and \$2,452,251 from special revenue and enterprise funds for purchase orders authorized during FY 2025-26 but expected to be completed in FY 2026-27 and amending the adopted Fiscal Year 2026-27 Budget to reflect changes in the total appropriations by fund for the amounts carried forward.

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

D. El Cerrito Swim Center Grant Acceptance and Design Amendment

Action Proposed: 1) Adopt a resolution authorizing the City Manager and a designee to execute a project agreement with Contra Costa County to accept a \$200,000 Community Development Block Grant (CDBG) for locker room ADA and architectural improvements at the El Cerrito Swim Center; and authorizing a \$50,000 City match from remaining funds associated with Phases 1 and 2 of the Swim Center improvements; and 2) Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Rogers Stringer & McClelland, Inc. (RS+M) for design services related to the Swim Center Locker Room Architectural and ADA Improvements and the Swim Center Deck Replacement and Accessibility Improvements, and authorize additional compensation not to exceed \$34,500 for change order design work associated with expanded ADA scope and the design work.

Contact: Christopher Jones, Recreation Director, Recreation Department; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

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E. League of California Cities 2026 Annual Conference Resolutions Packet

Action Proposed: Pass a motion to provide direction to the annual conference voting delegate, Councilmember Wysinger, on how to vote on the 2026 Annual Conference Resolutions Packet

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

9. CITY COUNCIL LOCAL & REGIONAL LIAISON ASSIGNMENTS

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

10. ADJOURN REGULAR CITY COUNCIL MEETING

The next regularly scheduled City Council meeting is Tuesday, October 6, 2026 at 6:00 p.m.

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



AGENDA BILL

Agenda Item No. 5.A.

Date: September 15, 2026
To: El Cerrito City Council
From: Shannon Bassi, Human Resources Manager, City Management
Subject: El Cerrito Students Training and Ready for Success (EC STARS) Program

ACTION PROPOSED

Receive and file a presentation from City and West Contra Costa County School District (WCCUSD) program representatives as well as 2026 student participants on the EC STARS Internship Program.

BACKGROUND/ANALYSIS

2026 marks the 9th year of the El Cerrito Students Training and Ready for Success Program, also known as EC STARS. This program is a summer internship program in partnership with the City of El Cerrito, the West Contra Costa Unified School District, and the El Cerrito High School. This year, there were 10 interns working in the following City Departments:

Department/Division	Intern	Mentor(s)
City Clerk's Office	Connor Taniguchi	Holly Charléty, City Clerk Lina Huang, Management Assistant
City Manager's Office	Emanuel Vazquez	Will Provost, Assistant to the City Manager
Community Development Department	Marley Salcido	Aissia Ashoori, Senior Program Manager Jen Bright, Management Assistant Toni Casados, Management Assistant
Fire Department	Genevieve Nguyen Westley Burnham	Thomas Wade, Fire Captain & All Fire Captains
Police Department	Hermione Flores	Donovan Brosas, Police Admin Sergeant
Public Works- Engineering	Hannan Chang	A'shanti Coleman, Management Assistant
Public Works- Recycling	Hooria Laeeq & Natalie Rosenfeld	Christina Leard, Management Analyst III Jaime Lew, Recycling Operations Supervisor
Recreation Department	Aicha Traore	Matteo Clark-Hurley, Recreation Supervisor

The EC STARS program continues to offer students learning opportunities in a variety of fields, while enriching public service for the City. The primary goal of the EC STARS Internship Program is to have a positive impact on youth by connecting them to local government employment through skill building. City staff strive to ensure that the students have a clear understanding of basic employment rules and requirements, employer goals and expectations, and obtain the necessary information to perform well in a structured educational setting as well as on the job.

The program strives to:

- Enhance the basic educational skills of the students
- Encourage school completion
- Offer part-time work experience
- Expose youth to career options and opportunities
- Direction to enter into career paths
- Divert youth from anti-social behavior
- Assist youth with interpersonal relations
- Enhance skills in a modern workforce setting

STRATEGIC PLAN CONSIDERATIONS

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

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

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

This section is not applicable to this agenda item.

LEGAL CONSIDERATIONS

This section is not applicable to this agenda item.

Reviewed by:

A handwritten signature in blue ink, appearing to read 'Karen Pinkos', is written over a light blue grid background.

Karen Pinkos, City Manager

Attachments:

1. Presentation

El Cerrito Students Training And Ready for Success Program (EC STARS)

Presentation to the City Council
September 15, 2026



Overview



Partnership with the City and West Contra Costa Unified School District (WCCUSD)



9th year of the Program



Paid Internship, Seven Weeks



Seven Departments And Ten Interns Participated!



Students Developed
On-the-job Skills



Exposure To Local Government
Through Work Assignments And
Facility Tours



Enhanced Education Skills &
Encouraged School Completion

Outcomes

Intern Assignments

Department/Division	Intern	Mentor(s)
City Clerk's Office	Connor Taniguchi	Holly Charléty, City Clerk Lina Huang, Management Assistant
City Manager's Office	Emanuel Vazquez	Will Provost, Assistant to the City Manager
Community Development Department	Marley Salcido	Aissia Ashoori, Senior Program Manager Jen Bright, Management Assistant Toni Casados, Management Assistant
Fire Department	Genevieve Nguyen Westley Burnham	Thomas Wade, Fire Captain & All Fire Captains
Police Department	Hermione Flores	Donovan Brosas, Police Admin Sergeant
Public Works- Engineering	Hannan Chang	A'shanti Coleman, Management Assistant
Public Works- Recycling	Hooria Laeeq & Natalie Rosenfeld	Christina Leard, Management Analyst III Jaime Lew, Recycling Operations Supervisor
Recreation Department	Aicha Traore	Matteo Clark-Hurley, Recreation Supervisor

City Clerk's Office

Connor Taniguchi



Records and Information Projects

- Created first draft of new policy for SB827 (Fiscal and Financial Training Requirements)
- Designed outreach flyers for City Elections and Advisory Bodies
- Scanned and indexed Building Permit records
- Reconciled paper and electronic records for City Advisory Body minutes
- Redacted documents for public records requests
- Updated diagrams for room setup in Hana Gardens and Council Chambers



Interested in Running for El Cerrito City Council?

Nomination period is July 13-Aug 7

Questions – contact the City Clerk at hcharley@elcerrito.gov (510) 215-4305

Video: Running for El Cerrito City Council 2026

Candidate Information www.elcerrito.gov/candidates



VOLUNTEER OPPORTUNITIES

Join a Board, Committee, or Commission such as:

- Arts & Culture Commission
- Human Relations Commission
- Design Review Board
- Economic Development Committee
- Financial Advisory Board
- & more

Join a Regional Body such as:

- Contra Costa County Library Commission
- Contra Costa Transportation Authority
- Citizens Advisory Committee
- & more

Have your voice heard! Advise the City Council!

Scan QR for more information

Have any Questions? Email or call: CityClerk@elcerrito.gov 510-215-4305

REQUIREMENTS

Must be a Resident of El Cerrito



YOUTH MEMBERS WANTED!

To serve on a Board, Commission, or Committee

Want community service hours? Interested in local politics?

LOOKS GOOD ON COLLEGE AND JOB APPLICATIONS

Requirements

- Attend El Cerrito High School **OR** live in El Cerrito
- Written Parental Consent
- Ages 14-18

Scan for more information, or contact the city clerk: cityclerk@elcerrito.gov 510-215-4371



Training and Skills Learned

- Training on the Public Records Act and responding to record requests
- Learned about the election process for City Council
- Learned how local government works
- Learned how to digitalize and organize documents
- Learned to utilize computer programs such as Adobe Pro, Laserfiche, Microsoft Publisher, Teams and Outlook
- Learned how to navigate a professional workspace and manage time

Thank you!

Thank you to my mentors, Lina and Holly!

It was an honor to work with all members of El Cerrito City Hall. This experience has granted me so much experience that truly exceeded anything I imagined. It was incredible being able to learn more about local government and this internship has opened my eyes on so many new things!



City Manager's Office

Emanuel Vazquez



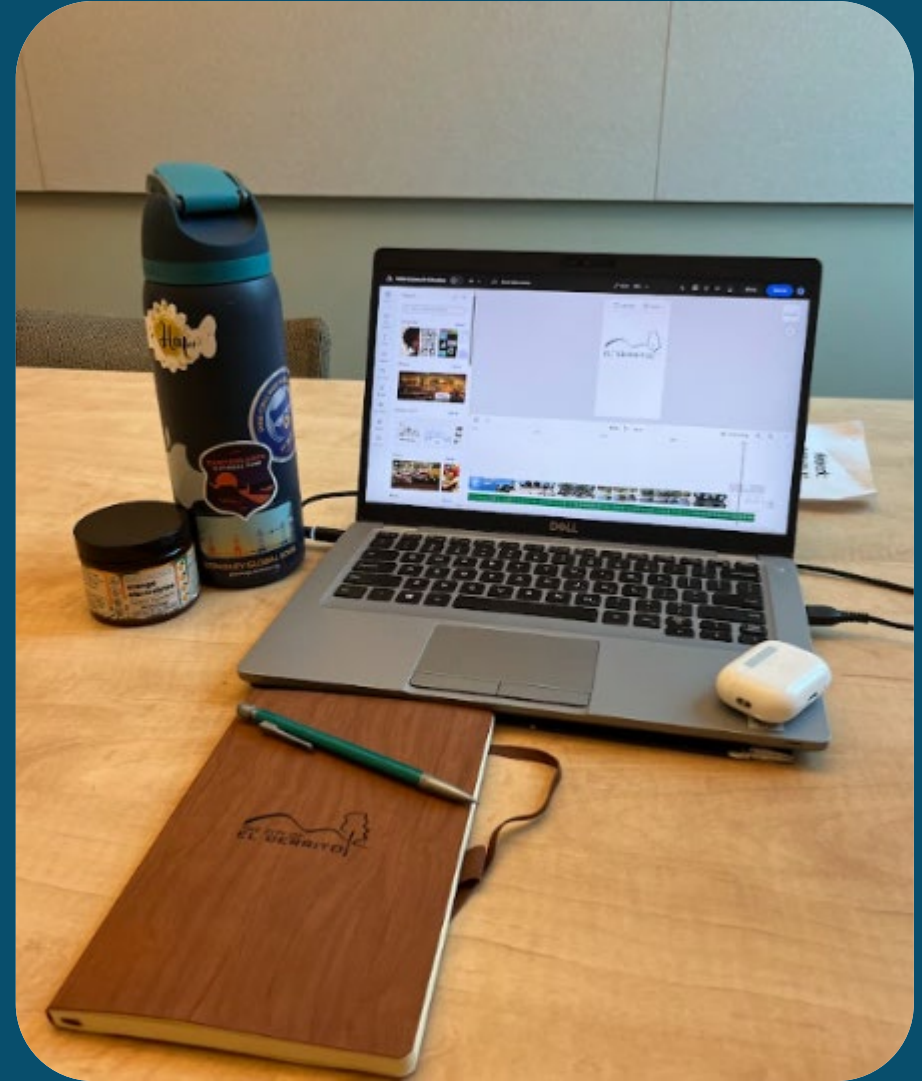
Assignment Overview and Projects

- Developed the City's new internal Social Media Policy working with all City departments
- Created content and outreach messages for City social media posts
- Gathered footage and pictures to highlight City programs and initiatives
- Assisted with Pride Flag Raising Ceremony preparations
- Drafted poster for El Cerrito's 2026 October Arts Month



Training and Skills Learned

- Professionalism
- Time management
- Communication between teams
- Note taking in professional meetings
- Tools to engage with the community
- Using style guides and design software
- Various operations and functions of the City's public information program



Thank You!

To Will Provost my mentor, the City of El Cerrito, and everyone I worked with at City Hall!

I am very grateful to have had such an opportunity - I learned and grew a lot from this experience. Thank you!





Community Development Department

Marley Salcido

Assignment Overview

- **Created New Rental Housing Permits**
 - Updated and verified owner information using various systems
- **Business Licenses**
 - Tracking, processing and compliance
 - Sent notices to business owners
- **Rental Property Compliance**
 - Supported functions of the Residential Inspection Program
 - Scheduled inspection appointments & sent notices
 - Maintaining health and safety for the City's housing stock



Training and Skills I Learned

Learned to use computer software such as:

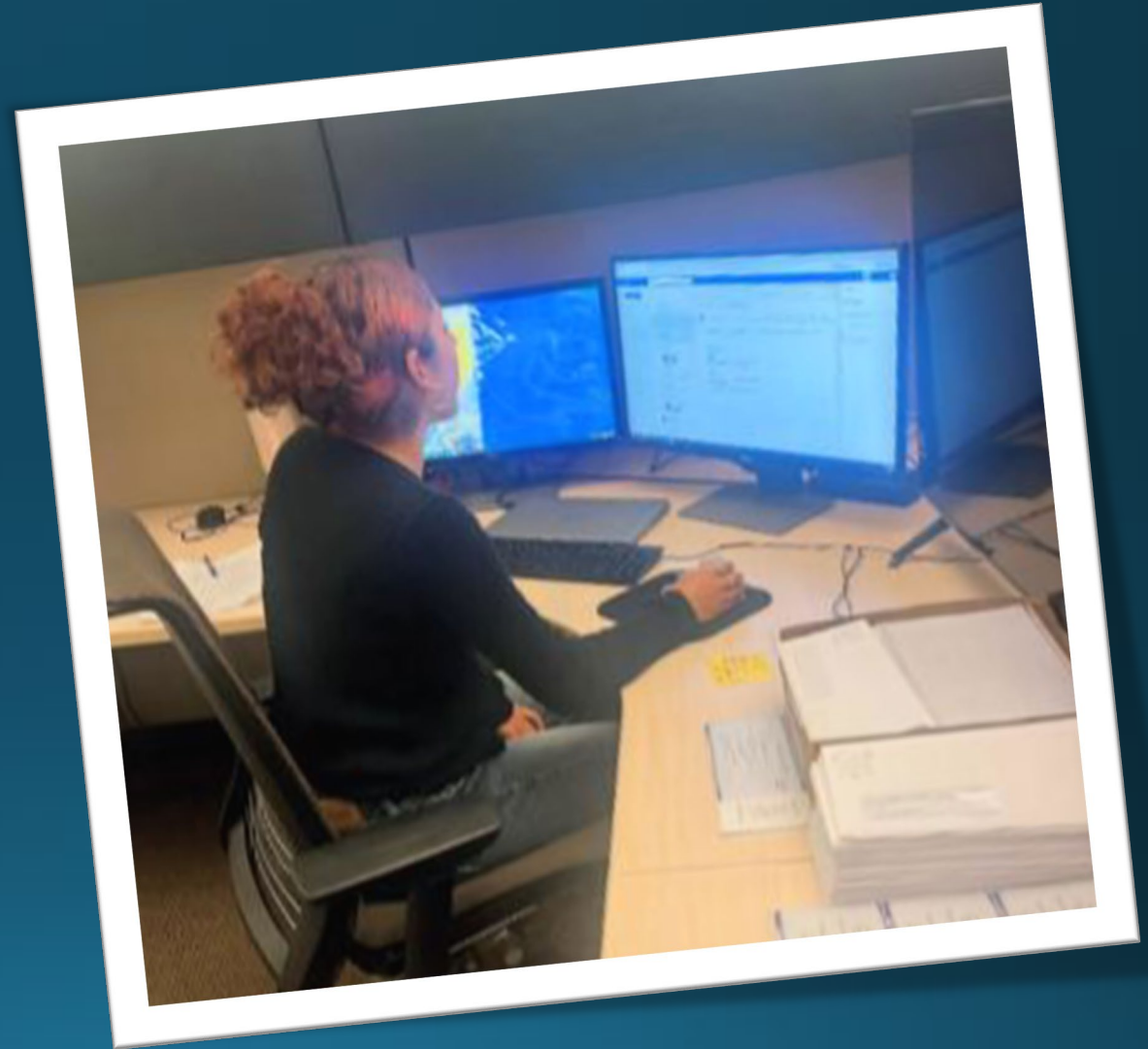
- Central Square
- Lightbox Vision
- Progressive Solutions Inc.
- Microsoft Office

Customer Service & Administrative Skills

- Prioritizing tasks and deadlines
- Assisting customers
- Following policies and procedures

Importance of Health & Safety in the Community

- Learned about proactive/reactive neighborhood preservation
- Neighborhood maintenance & best practices
- Daily operations and functions of code enforcement



Thank You!

I have really enjoyed my experience being a part of the EC STARS Internship and I want to thank the City of El Cerrito for giving me this opportunity. I also want to thank my mentors Toni, Aissia, and Jen!

I am so thankful to have such kind mentors who could guide me. I truly have learned so much from this experience. Thank you!



Fire Department

Genevieve Nguyen
Westley Burnham



Training and Skills Learned:

- Trained in these emergency care and response areas:
 - Bandaging/Splinting
 - Search and Rescue Tactics
 - Mid/high rise & wildland fire attack
 - SCBA Donning/Doffing
 - Throwing a ladder
 - ICS incident management and chain of command procedures
- Learned skills such as:
 - Staying calm under pressure
 - Computer Skills
 - Time Management
 - Communication
 - Independence
 - Report Writing
 - Respect



Our Takeaways

- Better understanding of the skills and responsibility required in a healthcare career
- Strengthened teamwork and communication skills
- Built meaningful relationships with the firefighters and learned from their experiences and advice
- Gained a deeper understanding of the physical and mental demands of firefighting, including the risks and challenges that come with responding to emergencies





Thank you to our mentors and the entire El Cerrito Fire Department for an awesome experience!





Public Works Department - Recycling Center

Hooria Laeeq &
Natalie Rosenfeld



Assignment Overview

- Collected various data related to services and operations of the Recycling Center such as:
 - Pharmaceutical, sharps bins, and Styrofoam drop off
 - Visitor/car counts, and phone call logs
- Analyzed the data and presented information including patterns, statistics and insights
- Provided customer service on the phone, at the front desk, and outside in the yard

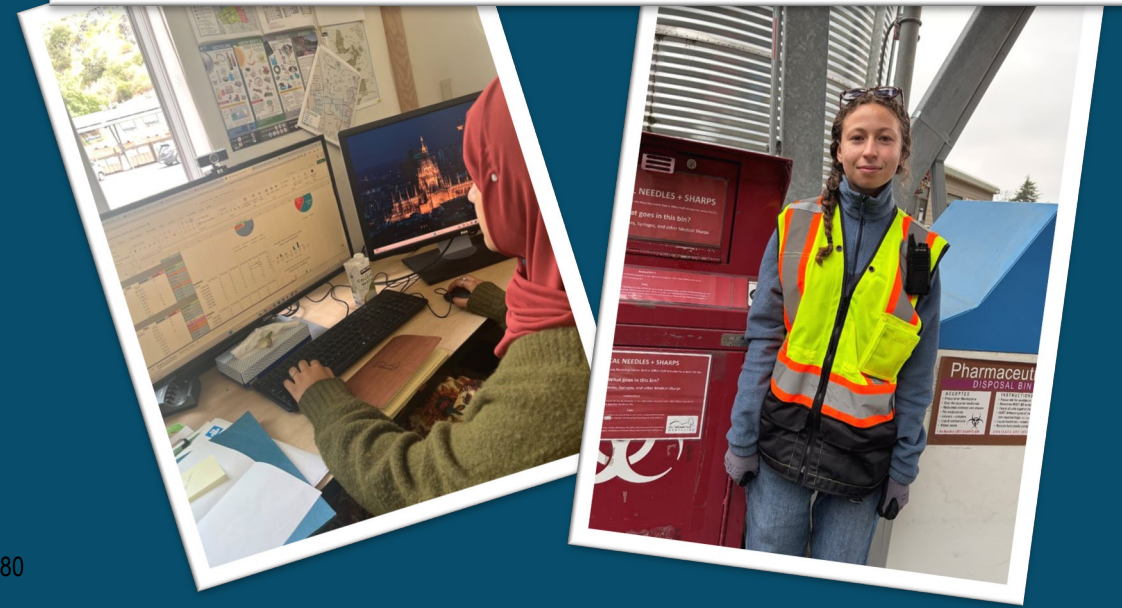
Training and Skills Learned

Training

- Learned operations through tours and site visits
- Learned policies and procedures for the Recycling Center
- Learned Recycling Material Division Strategies
- Learned how to utilize Microsoft 365 and other important computer programs and skills

Skills

- Customer service
- Critical thinking
- Collaboration/Teamwork
- Analytics & Presentation
- Data entry
- Recycling industry best practices



Average Day

On data collection days, we...

- Helped customers dispose of medicine and needles
- Noted time, date, contents, residency
- Answered customer questions and helped customers recycle materials
- Helped yard staff on Styrofoam days

On data entry days, we...

- Entered data of pharmaceuticals, sharps, & Styrofoam into Excel
- Sorted, defined, calculated, and organized the data
- Created graphs to visualize data
- Presented final data to the team

Thank you!

Thank you for this opportunity! We learned so much and enjoyed our experience working at the Recycling Center!

Thank you to the City Staff, especially our mentors, Christina and Jaime!





Public Works Department- Engineering

Hannan Chang

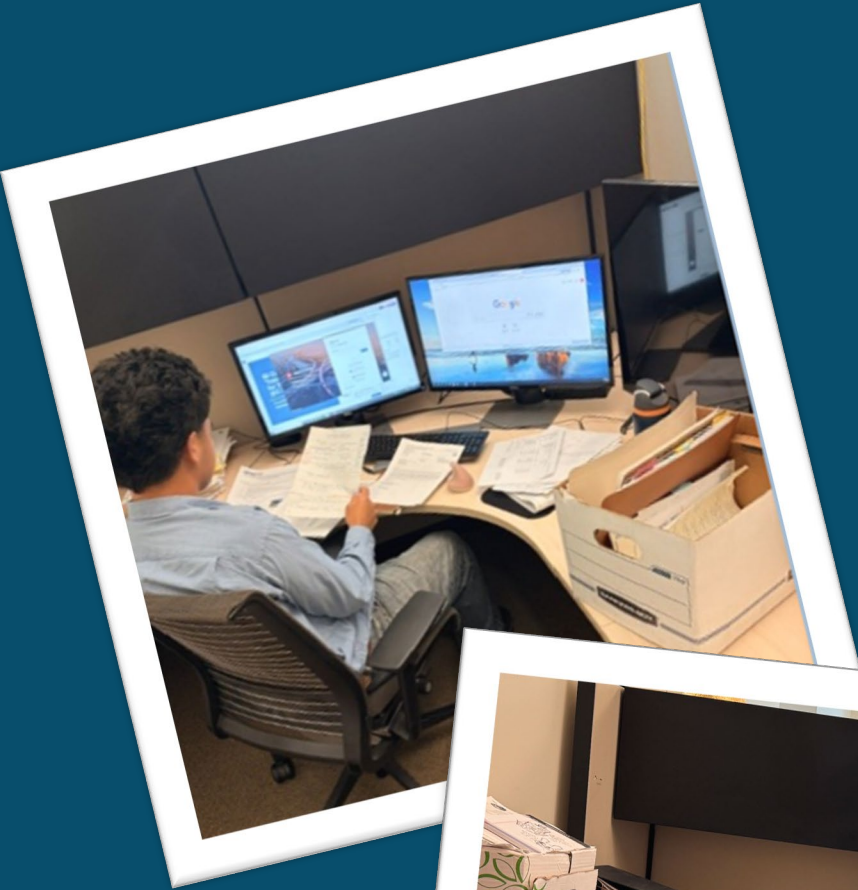
Assignment Overview

- **2026 Slurry Seal Project-**
 - Developed the project webpage
 - Utilized GIS software to create mailing lists to notify residents in affected project areas
- **Del Norte Ribbon Cutting-** Supported event planning and logistics by assisting with site layout and preparation activities
- **Ride Along-** Joined engineering staff on site visits to inspect construction work, attended project meetings, and observed field activities



Training and Skills Learned

- GIS Software
- Computer and Administrative Skills
- Event Planning and Logistics
- Inspection Standards
- Records Management
- Deeper knowledge of Public Works functions and operations
- Prioritization and Time Management Skills
- Public Communication and Outreach



Thank you!

Thank you for this opportunity
to work in Public Works
Engineering!

Thank you to the engineering
staff and my mentor A'shanti
Coleman!





Police Department

Hermione Flores

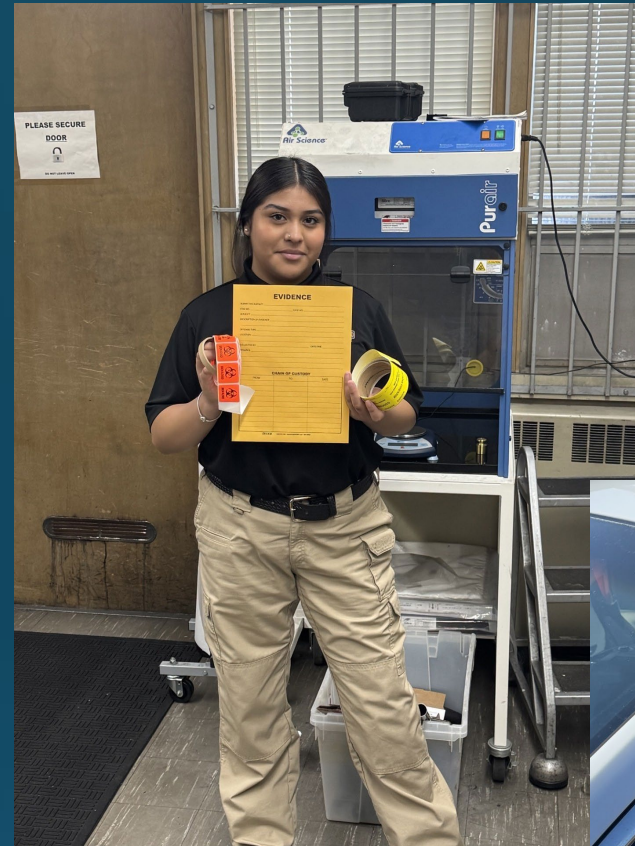
Assignment Overview



- **Records:** Assisted with processing various records such as citations/tickets, filing reports, and paperwork
- **Evidence Room:** Ran inventory, logged blood evidence, and purged old and closed case items
- **Lab Runs:** Delivered evidence to be tested at the Contra Costa County Crime Lab.
- **Ride Along:** Went to calls for service and experienced different calls such as a Code 3 Run with Lights and Sirens, and a warrant arrest

Training and Skills Learned

- Learned communication skills, working in teams, and engaging with the public/community
- Learned key functions and operations of the Police Department
- Learned how the Police Department supports the community
- Learned data/record management and processing various police documents
- Learned rules, policies, and regulations
- Toured the facility including records, investigations, the interview room, briefing room, the jail cell, evidence storage



Special Events

Attended a special event sponsored by the MADD organization, where Officer Sepe received an award recognizing him for outstanding work with DUI arrests.

(MADD) Mothers Against Drunk Driving is a non-profit organization dedicated to ending drunk drivers and supporting victims.



Thank you!

This internship confirmed that law enforcement is the path I want to follow and it showed me how much the department does to keep a community safe.

A huge thank you to Sgt. Brosas and the entire El Cerrito Police Department for an unforgettable summer!





Aicha Tore

Recreation Department



Assignment Overview

- **Camp Planning and Operations:** Printed and delivered rosters, supervising campers at lunch, administrative support on site.
- **Event Planning for the 4th of July Festival:** Prepared, printed and built over 12 directional and event signs. Provided day-of support for both vendors and City staff.
- **Outreach Material Development:** Prepared program flyers, outreach materials, and recreation newsletter materials using Canva and Constant Contact.
- **Social Media:** Created social media posts to promote and advertise events and activities.
- **Administrative Support:** Assisted with a variety of clerical duties in the Recreation Office.

Training and Skills Learned



- How to navigate working in professional environment and with a team
- Time management and planning the workday
- How to create an effective advertising campaign
- How to use office equipment such as a copier and laminator
- Learned the operations of Recreation and the department's role with providing services to the community





Thank you to the
Recreation Department
for the experience!

Mayor

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Rebecca Saltzman



Councilmembers

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DRAFT MINUTES

TUESDAY, JULY 21, 2026

SPECIAL CITY COUNCIL MEETING (5:00 PM)

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Meeting ID: 880 2039 5064 **Passcode:** 586974 **Dial in:** 1-408-638-0968

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Council Chambers - 10890 San Pablo Ave, El Cerrito

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<https://us06web.zoom.us/j/82781986432?pwd=Nza67MEd13vq2oS3neKwlo9tbOebQ6.1>

Meeting ID: 827 8198 6432 **Passcode:** 200860 **Dial in:** 1-408-638-0968

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Conduct: This meeting is held pursuant to City Council [Rules of Order and Procedure](#).

Mayor
Gabe Quinto
Mayor Pro Tem
Rebecca Saltzman



Councilmembers
William Ktsanes
Lisa Motoyama
Carolyn Wysinger

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

Mayor Quinto called the meeting to order at 5:02 PM.

Present: Mayor Quinto, Mayor Pro Tem Saltzman, Councilmember Motoyama, Councilmember Wysinger **Absent:** Councilmember Ktsanes

1. ORAL COMMUNICATIONS FROM THE PUBLIC

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

2. CLOSED SESSION CONFERENCE WITH NEGOTIATORS

Pursuant to Government Code Section 54957.6

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

Employee Organizations: Police Employees Association (PEA)

Contact: Sky Woodruff, City Attorney, City Management

No reportable action.

3. ADJOURN SPECIAL CITY COUNCIL MEETING

The special meeting adjourned at 5:48 PM

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

Mayor Quinto called the meeting to order at 6:01 PM.

Present: Mayor Quinto, Mayor Pro Tem Saltzman, Councilmember Motoyama, Councilmember Wysinger **Absent:** Councilmember Ktsanes

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

2. TELECONFERENCE AND PUBLIC COMMENT INSTRUCTIONS

3. COUNCIL/STAFF COMMUNICATIONS

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

City Manager Pinkos - introduced Claudia Garcia, the City's new Community Development Director; announced upcoming El Cerrito 101 virtual event on 7/23 at 4 pm; announced the nomination period for City Council Candidates; and provided an update of the removal of Flock cameras.

Police Captain Caputo - announced upcoming National Night Out event on 8/4, and recognition from the Mothers Against Drunk Driving organization to Officer Sepe for arrests of impaired drivers in El Cerrito.

Mayor
Gabe Quinto
Mayor Pro Tem
Rebecca Saltzman



Councilmembers
William Ktsanes
Lisa Motoyama
Carolyn Wysinger

Mayor Pro Tem Saltzman - encouraged participation in National Night Out and announced vigil in front of the El Cerrito Library for those who have lost their life to Immigrations and Customs Enforcement (ICE).

Mayor Quinto announced the signing of 15 letters in support of legislation, and one in opposition, pursuant to the City Council's adopted legislative platform.

4. ORAL COMMUNICATIONS FROM THE PUBLIC

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

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

Michael McDougall - spoke in support of adopting the quarterly cash investment report, and the fire command vehicle.

Gerald Figone - commented on the districting process and shared feedback on district boundaries and representation for the new district without an incumbent.

Karen Robinson - spoke on traffic safety concerns on Elm Street and concern about impact of Richmond Street Complete Streets project.

Howdy Goudy - shared concerns about purchase of the Fire vehicle and recommended postponing or further pursuing the purchase of an electric vehicle.

Katherine Kimsey - commented on the importance of quick removal of the Flock cameras, and upcoming vigil for those who have lost their life to ICE.

Megan Steffen - spoke regarding removal of Flock cameras, trust in local government, opportunities to increase communications with residents, and upcoming Heal the Hill event.

MJ Jawili - spoke regarding the completion of the Del Norte Complete Streets project, and traffic safety concerns.

Rebeccah Kenny - commented on the need for quick removal of Flock cameras and inclusion in future contracts timelines for removal of hardware, representation for the new district without an incumbent, and traffic safety concerns on San Pablo and need for improved signage.

Mayor
Gabe Quinto
Mayor Pro Tem
Rebecca Saltzman



Councilmembers
William Ktsanes
Lisa Motoyama
Carolyn Wysinger

Wally Nowinski - spoke regarding concern with new districts 2 and 4 being scheduled for election in 2030.

5. PRESENTATIONS

A. AC Transit Budget and Service Updates

Action Proposed: Receive and file a presentation on AC Transit's key programs, ridership trends, funding challenges, and possible service and job cuts.

Contact: Ryan Lau, External Affairs Representative, AC Transit

Presentation and Discussion: Presenters and staff responded to comments and questions raised by members of the council regarding effects on line 7 and 72 routes, methods for community feedback, transit operations funding, and process to restore cut services if funding is identified.

Action: Received and filed

6. ADOPTION OF THE CONSENT CALENDAR

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

Moved/Seconded: Mayor Pro Tem Saltzman/Councilmember Motoyama **Action:** Adopted the consent calendar as indicated below. **Ayes:** Mayor Quinto, Mayor Pro Tem Saltzman, Councilmember Motoyama, Councilmember Wysinger **Noes:** None **Absent:** Councilmember Ktsanes

A. Approval of Minutes

Action Proposed: Approve the City Council Meeting minutes from June 2, June 9, June 16, July 7, and July 14, 2026.

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

Action: Approved minutes

B. Environmental Quality Committee Appointment Recommendation

Action Proposed: Approve an Environmental Quality Committee recommendation to appoint UlugBeck Nurmatov (Bek Nur) to the Environmental Quality Committee, effective July 22, 2026.

Contact: Christina Leard, Acting Senior Management Analyst; Public Works Department

Action: Approved recommendation



C. Board, Commission, and Committee Workplan(s) and/or Accomplishments

Action Proposed: Receive and file adopted workplan(s) and accomplishments from applicable Boards, Commissions, and Committees of the City.

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

Action: Received and filed

D. Monthly Disbursement and Check Register Report for June 2026

Action Proposed: Receive and file the Monthly Disbursement and Check Register Report for the month of June 2026.

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

Action: Received and filed

E. FY 2025-26 Fourth Quarter Cash and Investment Report

Action Proposed: Receive and file the City's Third Quarter Cash and Investment Report for the period April 1, 2026 to June 30, 2026.

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

Action: Received and filed

F. Adopt an Ordinance to Establish District-based Elections, Adopt the final Map to Establish District Boundaries, and Establish Sequence of District Elections.

Introduced on 7/7/2026

Action Proposed: Adopt the ordinance titled:

An Ordinance of the City of El Cerrito Amending Title 2 "Administration" of the El Cerrito Municipal Code to Add Section 2.04.007 "District Elections" Within Chapter 2.04 to Provide for the Election of Members of the City Council by Five Districts; Adopt the Final Map to Establish the District Boundaries and Establish the Sequence of District Elections.

Contact: Sky Woodruff, City Attorney; Holly M. Charl  ty, City Clerk, City Management

Action: Adopted Revised Ordinance No. 2026-2

G. Declare and Certify the Results of the June 2, 2026 Special Municipal Election

Action Proposed: Adopt a resolution confirming the results of the June 2, 2026 Special Municipal Election and declaring the defeat of Measure C.

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

Action: Approved Resolution No. 2026-44

H. Execute an Agreement to Purchase One Replacement Command Vehicle in an Amount Not to Exceed \$100,000

Action Proposed: Adopt a Resolution Authorizing the City Manager or Designee to Execute an Agreement for the Purchase of One Chevrolet Tahoe SSV Replacement Command Staff Vehicle in an amount not to exceed \$100,000

Contact: Eric Saylor, Fire Chief; Joseph Torres, Battalion Chief; Anthony Dawson, Engineer, Fire Department

Action: Approved Resolution No. 2026-45

I. Purchasing Authority for Microsoft M365 Government G3 and Microsoft M365 Business Premium licenses

Action Proposed: Adopt a resolution authorizing the City Manager to execute an agreement with Ally Technologies for Microsoft M365 Government G3 and Microsoft M365 Business Premium licenses for an amount not-to-exceed \$208,650.00 over a three-year period.

Contact: Eric Ng, Information Technology Manager, City Management

Action: Approved Resolution No. 2026-46

7. PUBLIC HEARINGS

A. Fire Hazard Abatement Hearing and Declaration

Exempt from California Environmental Quality Act review (CEQA Guidelines Sections 15304 and 15308), Notice published on 7/11/2026.

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

Contact: Thomas Wade, Fire Prevention Officer; Chase Beckman, Fire Marshal, Fire Department

Mayor
Gabe Quinto
Mayor Pro Tem
Rebecca Saltzman



Councilmembers
William Ktsanes
Lisa Motoyama
Carolyn Wysinger

Presentation and Discussion: Presenters and staff responded to comments and questions raised by members of the council regarding inclusion of potential extension language in notifications.

Moved/Seconded: Councilmember Motoyama/Mayor Pro Tem Saltzman

Action: Adopted Resolution No. 2026-47 (Declaring Public Nuisances)

Ayes: Mayor Quinto, Mayor Pro Tem Saltzman, Councilmember Motoyama, Councilmember Wysinger **Noes:** None **Absent:** Councilmember Ktsanes

Public Hearing: Mayor Quinto opened the public hearing.

No public comments.

Moved/Seconded: Mayor Pro Tem Saltzman/Councilmember Motoyama

Action: Closed the public hearing **Ayes:** Mayor Quinto, Mayor Pro Tem Saltzman, Councilmember Motoyama, Councilmember Wysinger **Noes:** None **Absent:** Councilmember Ktsanes

Moved/Seconded: Mayor Pro Tem Saltzman/Councilmember Motoyama

Action: Adopted Resolution No. 2026-48 (Overriding Objections) **Ayes:** Mayor Quinto, Mayor Pro Tem Saltzman, Councilmember Motoyama, Councilmember Wysinger **Noes:** None **Absent:** Councilmember Ktsanes

8. POLICY MATTERS

9. CITY COUNCIL LOCAL & REGIONAL LIAISON ASSIGNMENTS

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

Councilmember Motoyama - reported on attendance at the Del Norte Complete Streets project completion and ribbon-cutting event.

Mayor Pro Tem Saltzman - reported on attendance at the Del Norte Complete Streets project completion and ribbon-cutting event, the Historical Society and Trail Trekkers walk on the History of the Ohlone Greenway, and Contra Costa Transportation Authority Board workshop.

Mayor Quinto - reported on attendance at the Cal Cities Board meeting, and Asian American and Pacific Islander League Conference.

Mayor
Gabe Quinto
Mayor Pro Tem
Rebecca Saltzman



Councilmembers
William Ktsanes
Lisa Motoyama
Carolyn Wysinger

10. ADJOURN REGULAR CITY COUNCIL MEETING
The regular meeting adjourned at 7:40 PM

Gabe Quinto, Mayor

This is to certify that the foregoing is a true and correct copy of the minutes of the City Council meeting of July 21, 2026 as approved by the El Cerrito City Council.

Holly M. Charl  ty, MMC, City Clerk

Mayor

Gabe Quinto

Mayor Pro Tem

Rebecca Saltzman

**Councilmembers**

William Ktsanes

Lisa Motoyama

Carolyn Wysinger

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

DRAFT MINUTES**TUESDAY, AUGUST 18, 2026****SPECIAL CITY COUNCIL MEETING (5:00 PM)**

Hillside Conference Room - 10890 San Pablo Ave, El Cerrito

Join Via Zoom:<https://us06web.zoom.us/j/87162135998?pwd=nUWSPHlB6oPnpU3ABm6C3lqquV7DuD.1>**Meeting ID:** 871 6213 5998 **Password:** 827477 **Dial in:** 1-408-638-0968**REGULAR CITY COUNCIL MEETING (6:00 PM)**

Council Chambers - 10890 San Pablo Ave, El Cerrito

Join Via Zoom:<https://us06web.zoom.us/j/81088838800?pwd=ace6dlhueQcnijOqaxappuCsubSbi6.1>**Meeting ID:** 810 8883 8800 **Passcode:** 176681 **Dial in:** 1-408-638-0968**View (Regular Meeting Only):**

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

Public Comments:

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

Written comments received by **11:00 AM** the day of the meeting will be provided to the City Council and posted online in advance of the meeting. Comments received after the deadline will be provided to the City Council and posted after the meeting.

Accommodations: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 510-215-4305. Notification 48 hours prior to the meeting will enable the City to make reasonable accommodations. Closed Captions are available via zoom.

Conduct: This meeting is held pursuant to City Council [Rules of Order and Procedure](#).

Mayor
Gabe Quinto
Mayor Pro Tem
Rebecca Saltzman



Councilmembers
William Ktsanes
Lisa Motoyama
Carolyn Wysinger

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

Mayor Quinto called the meeting to order at 5:03 PM.

Present In-Person: Mayor Quinto, Councilmember Ktsanes, Councilmember Motoyama **Present Remotely:** Mayor Pro Tem Saltzman (Just Cause - Contagious illness), Councilmember Wysinger (Just Cause - Caregiving for a Family Member) **Absent:** None

1. ORAL COMMUNICATIONS FROM THE PUBLIC

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

2. COMMISSION INTERVIEWS, STATUS AND APPOINTMENTS

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

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

City Council conducted 3 interviews and made the following appointment(s).

Moved/Seconded: Councilmember Motoyama/Councilmember Ktsanes **Action:** Appointed Erin Gillett to the Design Review Board for a partial term ending 3/1/2027. **Ayes:** Mayor Quinto, Mayor Pro Tem Saltzman, Councilmember Ktsanes, Councilmember Motoyama, Councilmember Wysinger **Noes:** None

Moved/Seconded: Mayor Pro Tem Saltzman/Councilmember Motoyama **Action:** Appointed Arsh Hothi to the Design Review Board for a full term ending 3/1/2030 **Ayes:** Mayor Quinto, Mayor Pro Tem Saltzman, Councilmember Ktsanes, Councilmember Motoyama, Councilmember Wysinger **Noes:** None

Moved/Seconded: Mayor Pro Tem Saltzman/Councilmember Motoyama **Action:** Appointed Arsh Hothi to the Citizen Streets Oversight Committee for a full term ending 3/1/2030 **Ayes:** Mayor Quinto, Mayor Pro Tem Saltzman, Councilmember Ktsanes, Councilmember Motoyama, Councilmember Wysinger **Noes:** None

3. CLOSED SESSION CONFERENCE WITH NEGOTIATORS

Pursuant to Government Code Section 54957.6

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

Mayor
Gabe Quinto
Mayor Pro Tem
Rebecca Saltzman



Councilmembers
William Ktsanes
Lisa Motoyama
Carolyn Wysinger

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

Contact: Sky Woodruff, City Attorney, City Management

No reportable action.

4. ADJOURN SPECIAL CITY COUNCIL MEETING

The special meeting adjourned at 5:56 PM

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

Mayor Quinto called the meeting to order at 6:10 PM

Present In-Person: Mayor Quinto, Councilmember Ktsanes,

Councilmember Motoyama **Present Remotely:** Mayor Pro Tem

Saltzman (Just Cause - Contagious illness), Councilmember

Wysinger (Just Cause - Caregiving for a Family Member) **Absent:** None

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

2. TELECONFERENCE AND PUBLIC COMMENT INSTRUCTIONS

3. COUNCIL/STAFF COMMUNICATIONS

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

City Manager Pinkos - announced Local Road Safety Plan public draft comments due by 8/21, El Cerrito Plaza Parking Management Survey open online, upcoming Library Task Force meeting 9/8.

Police Chief Keith - provided an update on the status and process to remove the Flock Cameras, and upcoming Community Police Academy still accepting applications.

Mayor Quinto - reported on appointments made and closed session from the 5 pm special meeting and commented on success of National Night Out.

Mayor Pro Tem Saltzman - remarked on the first day of school.

4. ORAL COMMUNICATIONS FROM THE PUBLIC

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

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

Mayor
Gabe Quinto
Mayor Pro Tem
Rebecca Saltzman



Councilmembers
William Ktsanes
Lisa Motoyama
Carolyn Wysinger

Mike McDougall - commented on the monthly check register process, requested agenda item for findings from Council Ad-Hoc committee on City Advisory Bodies.

Sue Duncan - commented on recent El Cerrito Fire Safe Council meeting, and wildfire safety.

Ry Crawford - spoke regarding concerns on surveillance and data collection contracts in EL Cerrito and pledges for no surveillance.

Chelsi Sparti - commented on community interactions and concern about surveillance companies, including Flock.

Brian Fogg - expressed concerns regarding the delayed removal of Flock cameras and concern they are still collecting data.

Ryan Maniquez - commented on challenges with request for reasonable accommodation requested at the Mayfair building for wheelchair access, and consideration for better access at future development in El Cerrito.

Kate Bolton - expressed concerns regarding the delayed removal of Flock cameras and concern they are still collecting data.

Josh Saunders - commented regarding safety concerns surrounding the speed of electric bikes on the Ohlone Greenway.

Cindy McPherson - expressed concerns regarding the delayed removal of Flock cameras and concern they are still collecting data, and no surveillance pledge efforts.

Rebecca Kenny - expressed concerns regarding the delayed removal of Flock cameras and concern they are still collecting data.

Mary Ann Jawili - commented on the success of National Night Out event, need to consider increasing barriers for street closures, and support of speed limits on the Ohlone Greenway.

Megan Steffen - expressed concerns regarding the delayed removal of Flock cameras and concern they are still collecting data, and community engagement processes.

Hank - spoke regarding removal of Flock Cameras and concern about continued surveillance.

Mayor
Gabe Quinto
Mayor Pro Tem
Rebecca Saltzman



Councilmembers
William Ktsanes
Lisa Motoyama
Carolyn Wysinger

5. PRESENTATIONS

A. Bay Area Rapid Transit (BART) Alternative Service Plan Presentation

Action Proposed: Receive and file a presentation from BART on their Alternative Service Plan.

Contact: Henry Symons, Principal Government and Community Relations Representative, BART

Presentation and Discussion: Presenters and staff responded to comments and questions raised by members of the council regarding the effect on stations in El Cerrito if Richmond line is reduced or eliminated, effect on the transit-oriented development (TOD) projects at El Cerrito stations, and parking removal implications at TOD sites.

Action: Received and filed

B. El Cerrito Fire Safe Council

Action Proposed: Receive and file a brief presentation from the El Cerrito Fire Safe Council on the award of a PG&E Grant

Contact: Eric Saylor, Fire Chief, Fire Department

Presentation and Discussion: Presenters and staff responded to comments and questions raised by members of the council regarding group website information.

Action: Received and filed

6. ADOPTION OF THE CONSENT CALENDAR

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

Moved/Seconded: Councilmember Motoyama/Mayor Pro Tem Saltzman **Action:** Approved the Consent Calendar as indicated below. **Ayes:** Mayor Quinto, Mayor Pro Tem Saltzman, Councilmember Ktsanes, Councilmember Motoyama, Councilmember Wysinger **Noes:** None

A. Advisory Body Youth Member End of Service Reflection

Action Proposed: Receive and file a written reflection on youth participation on the Environmental Quality Committee.

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

Action: Received and filed

Mayor
Gabe Quinto
Mayor Pro Tem
Rebecca Saltzman



Councilmembers
William Ktsanes
Lisa Motoyama
Carolyn Wysinger

B. Monthly Disbursement and Check Register Report for July 2026

Action Proposed: Receive and file the Monthly Disbursement and Check Register Report for the month of July 2026.

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

Action: Received and filed

C. Amendment to the Joint Exercise of Powers Agreement forming the West Contra Costa Integrated Waste Management Authority

Action Proposed: Adopt a resolution approving the First Amendment to the Fifth Amended and Restated Joint Exercise of Powers Agreement for the West Contra Costa Integrated Waste Management Authority, to which the City of El Cerrito is a party, and authorizing the Mayor to execute the Amendment to change the Fiscal Year from July 1 through June 30 to January 1 through December 31, commencing January 1, 2027.

Contact: Christina Leard, Acting Senior Management Analyst and Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

Action: Approved Resolution No. 2026-49

D. Authorization To Enter Into A Purchase Agreement With Glasdon, Inc. For Twenty-Six Trash Recycling Cans

Action Proposed: Adopt a resolution authorizing the City Manager to enter into a purchase agreement with Glasdon, Inc. for an amount not to exceed \$54,000 for the purchase of twenty-six trash recycling cans to be installed along San Pablo Avenue, the Ohlone Greenway, and parks around the City.

Contact: Christina Leard, Acting Senior Management Analyst; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

Action: Approved Resolution No. 2026-50

E. Agreement with Powers Forestry LLC for the Hillside Natural Area Quarry Hill Fire Fuel Reduction Project, G3012

Action Proposed: Adopt a resolution authorizing the City Manager to execute an agreement with Powers Forestry LLC to provide invasive tree removal services for the Hillside Natural Area Quarry Hill Fire Fuel Reduction Project, G3012 in the amount of \$424,500, including a contingency amount not to exceed \$24,865.

Mayor
Gabe Quinto
Mayor Pro Tem
Rebecca Saltzman



Councilmembers
William Ktsanes
Lisa Motoyama
Carolyn Wysinger

Contact: Stephen Prée, Environmental Programs Manager; Karineh Samkian, Senior Program Manager; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

Action: Approved Resolution No. 2026-51

F. Authorization To Enter Into a General Services Agreement With Knorr Systems, Inc. for Swim Center Maintenance, On-Call Services, and Chemicals

Action Proposed: Adopt a resolution authorizing the award of a General Services Agreement to Knorr Systems, Inc. (KSI) for quarterly equipment maintenance, on-call repair services, and the purchase of pool chemicals, equipment and parts for the El Cerrito Swim Center based on the firm's specialized experience and expertise, use of proprietary equipment and systems, and participation in Sourcewell Contract No. 012226-AQUA; and authorizing the City Manager to execute the contract in a not-to-exceed amount of \$105,000 for Fiscal Year 2026-27 for a total contract not-to-exceed amount of \$487,305 over the full four-year contract term.

Contact: Chris Jones, Recreation Director, Recreation Department

Action: Approved Resolution No. 2026-52

7. PUBLIC HEARINGS

8. POLICY MATTERS

A. Adoption of Memorandum of Understandings between the City of El Cerrito and the El Cerrito Public Safety Management Association - Police Chief Unit and Fire Chief Unit

Action Proposed: Adopt a resolution approving agreements between the City of El Cerrito and the El Cerrito Public Safety Management Association - Police Chief Unit (PSMA - Police Chief Unit) and Fire Chief Unit (PSMA - Fire Chief Unit) modifying language on salaries and benefits and creating new Memorandums of Understanding, amending the City's salary schedule, and appropriating additional funds from the General Fund unassigned balance for FY 2026-27 in the amount of \$71,643 for increased salary costs.

Contact: Shannon Bassi, Human Resources Manager, City Manager's Office

Presentation and Discussion: Presenters and staff responded to comments and questions raised by members of the council regarding salary range increases and applicability to the incumbent, effects of the increase to the approved budget and use of fund balance, potential requirements for vehicles issued to be electric vehicles, and timing of adjustment to the funding forecast.

Mayor
Gabe Quinto
Mayor Pro Tem
Rebecca Saltzman



Councilmembers
William Ktsanes
Lisa Motoyama
Carolyn Wysinger

Public Comments:

Megan Steffen - remarked on the timing of Councilmembers' feedback for alternative budget decisions.

Moved/Seconded: Councilmember Motoyama/Mayor Pro Tem Saltzman
Action: Approved. **Ayes:** Mayor Quinto, Mayor Pro Tem Saltzman, Councilmember Motoyama, Councilmember Wysinger **Noes:** Councilmember Ktsanes

9. CITY COUNCIL LOCAL & REGIONAL LIAISON ASSIGNMENTS

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

Councilmember Motoyama - reported on attendance at the East Bay Wildfire Coalition meeting, National Night Out event, and Association of Bay Area Governments Housing Committee,

Councilmember Wysinger - reported on attendance at Cal Cities Public Safety Committee meeting,

Mayor Pro Tem Saltzman - reported on attendance at the West Contra Costa Transportation Advisory Commission WCCTAC meeting, Vigil for those who lost their lives to ICE, National Night Out event, Local Road Safety Management Plan open house, Lobby Day in Sacramento against transit and affordable housing cuts, and Council Ad-Hoc committee meeting on Advisory Bodies.

Mayor Quinto - reported on attendance at the Contra Costa Mayors Conference, Cal Cities South San Joaquin Valley division meeting, Local Area Formation Commission meeting.

10. ADJOURN REGULAR CITY COUNCIL MEETING

The regular meeting adjourned at 8:33 PM

Gabe Quinto, Mayor

This is to certify that the foregoing is a true and correct copy of the minutes of the City Council meeting of August 18, 2026 as approved by the El Cerrito City Council.

Holly M. Charléty, MMC, City Clerk

EL CERRITO CITY COUNCIL PROCLAMATION
Designating September 15, 2026 – October 15, 2026 as
Hispanic Heritage Month

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

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

WHEREAS, at approximately 16.1 million, Latinos are the largest demographic group in California, making up over half (51.5%) of the state's residents aged 24 and under. In 2026, over 68 million people identify as Hispanic or Latino for roughly 1-in-5 people in the nation, make up the largest ethnic or race minority group in America; and

WHEREAS, in 1823, the Mexican government granted over 19,000 acres of wilderness to Don Francisco María Castro, and the Castro family were among the earliest settlers of the area that is now El Cerrito; and

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

NOW THEREFORE, the City Council of the City of El Cerrito does hereby proclaim the period of September 15, 2026 – October 15, 2026, as Hispanic Heritage Month in the City of El Cerrito in recognition of the many contributions Hispanics have made both locally and nationally, and to promote greater awareness of the rich history and culture of the Hispanic community.

Dated: September 15, 2026

Gabe Quinto, Mayor

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

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

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

WHEREAS, suicide is the 11th leading cause of death in the US, and on average, there are 135 suicides per day; and

WHEREAS, according to the American Foundation for Suicide Prevention, 49,316 Americans died by suicide and an estimated 1.5 million suicide attempts in the year 2023; and

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

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

WHEREAS, the [988 Suicide & Crisis Lifeline](#) is a national, three-digit dialing code that connects people to free, confidential, 24/7 support for mental health, substance use, or suicidal crises; and

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

NOW THEREFORE, the City Council of the City of El Cerrito does hereby proclaim the month of September 2026 as National Suicide Prevention Awareness Month in the City of El Cerrito.

Dated: September 15, 2026

Gabe Quinto, Mayor



AGENDA BILL

Agenda Item No. 6.D.

Date: September 15, 2026
To: El Cerrito City Council
From: Crystal Reams, Finance Director/City Treasurer, Finance Department
Subject: Monthly Disbursement and Check Register Report for August 2026

ACTION PROPOSED

Receive and file the Monthly Disbursement and Check Register Report for the month of August 2026.

BACKGROUND/ANALYSIS

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

- Month ending August 31, 2026, reflecting 300 Accounts Payable General Warrant Nos. 97069 through 97368, 36 Automated Clearing House/Electronic Funds Transfer (ACH/EFT) transactions, and 745 payroll-related checks and EFTs for a grand total of \$5,100,338.29.

STRATEGIC PLAN CONSIDERATIONS

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

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

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

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

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

LEGAL CONSIDERATIONS

This section is not applicable to this agenda item.

Reviewed by:

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

Karen Pinkos, City Manager

Attachments:

1. Monthly Payment Register August 2026

Payment Register

From Payment Date: 8/1/2026 - To Payment Date: 8/31/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Description	Transaction Amount
AP-AP Check - Accounts Payable Checking Account								
Check								
97069	08/06/2026	Open			Accounts Payable	Baca, Marco	OVERTIME MEALS JAN26-JULY26	\$ 15.00
97070	08/06/2026	Open			Accounts Payable	BLUEFORD, EMILE	OVERTIME MEALS JAN26-JULY26	90.00
97071	08/06/2026	Open			Accounts Payable	BRIONES, ELROND	OVERTIME MEALS JAN26-JULY26	105.00
97072	08/06/2026	Open			Accounts Payable	BROSAS, DONOVAN	OVERTIME MEALS JAN26-JULY26	30.00
97073	08/06/2026	Open			Accounts Payable	CEJA, VERONICA	OVERTIME MEALS JAN26-JULY26	15.00
97074	08/06/2026	Open			Accounts Payable	CHAND, NIRAJAN	OVERTIME MEALS JAN26-JULY26	120.00
97075	08/06/2026	Open			Accounts Payable	CHOUDJA, PATRICK	OVERTIME MEALS JAN26-JULY26	120.00
97076	08/06/2026	Open			Accounts Payable	COOPER, PAUL	OVERTIME MEALS JAN26-JULY26	60.00
97077	08/06/2026	Open			Accounts Payable	DADUL, JIGME	OVERTIME MEALS JAN26-JULY26	30.00
97078	08/06/2026	Open			Accounts Payable	ELLIOTT, MARIELLE	OVERTIME MEALS JAN26-JULY26	120.00
97079	08/06/2026	Open			Accounts Payable	HABASH, GEORGE	OVERTIME MEALS JAN26-JULY26	15.00
97080	08/06/2026	Open			Accounts Payable	HASHIMOTO, KENNETH, J.	OVERTIME MEALS JAN26-JULY26	60.00
97081	08/06/2026	Open			Accounts Payable	HERNANDEZ, DANIELLE	OVERTIME MEALS JAN26-JULY26	60.00
97082	08/06/2026	Open			Accounts Payable	HUBBS, SIDNEY	OVERTIME MEALS JAN26-JULY26	30.00
97083	08/06/2026	Open			Accounts Payable	KARKI, RAVI	OVERTIME MEALS JAN26-JULY26	105.00
97084	08/06/2026	Open			Accounts Payable	KATANSKI, ALEXANDER	OVERTIME MEALS JAN26-JULY26	45.00
97085	08/06/2026	Open			Accounts Payable	KIM, DANIEL	OVERTIME MEALS JAN26-JULY26	45.00
97086	08/06/2026	Open			Accounts Payable	LEONE, AARON	OVERTIME MEALS JAN26-JULY26	60.00
97087	08/06/2026	Open			Accounts Payable	MA, SANG	OVERTIME MEALS JAN26-JULY26	180.00
97088	08/06/2026	Open			Accounts Payable	MEJIA, JUAN	OVERTIME MEALS JAN26-JULY26	15.00
97089	08/06/2026	Open			Accounts Payable	OLIVIERI, MICHAEL	OVERTIME MEALS JAN26-JULY26	210.00
97090	08/06/2026	Open			Accounts Payable	PORTILLO, JOANNA	OVERTIME MEALS JAN26-JULY26	45.00
97091	08/06/2026	Open			Accounts Payable	PORTILLO, PATRICK	OVERTIME MEALS JAN26-JULY26	90.00
97092	08/06/2026	Open			Accounts Payable	REYNOLDS, RYAN	OVERTIME MEALS JAN26-JULY26	45.00
97093	08/06/2026	Open			Accounts Payable	RIZZO, JAMES	OVERTIME MEALS JAN26-JULY26	90.00
97094	08/06/2026	Open			Accounts Payable	SEPE, WILLIAM	OVERTIME MEALS JAN26-JULY26	90.00
97095	08/06/2026	Open			Accounts Payable	SMITH, GINA	OVERTIME MEALS JAN26-JULY26	15.00
97096	08/06/2026	Open			Accounts Payable	SREEKANTHAN, PRAVEEN	OVERTIME MEALS JAN26-JULY26	60.00
97097	08/06/2026	Open			Accounts Payable	TANG, GILBERT	OVERTIME MEALS JAN26-JULY26	255.00
97098	08/06/2026	Open			Accounts Payable	TRAC, RYAN, L.	OVERTIME MEALS JAN26-JULY26	180.00
97099	08/06/2026	Open			Accounts Payable	USTICK, JARED	OVERTIME MEALS JAN26-JULY26	30.00
97100	08/06/2026	Open			Accounts Payable	WENTWORTH, DAVID	OVERTIME MEALS JAN26-JULY26	15.00
97101	08/06/2026	Open			Accounts Payable	Williams, Dominique	OVERTIME MEALS JAN26-JULY26	75.00
97102	08/06/2026	Open			Accounts Payable	WINTERS, CHRISTOPHER	OVERTIME MEALS JAN26-JULY26	45.00
97103	08/06/2026	Open			Accounts Payable	ZHAO, ZITIAN	OVERTIME MEALS JAN26-JULY26	45.00
97104	08/06/2026	Open			Accounts Payable	24 HOUR FITNESS USA, LLC	GYM MEMBERSHIPS JUN 2026	575.84
97105	08/06/2026	Open			Accounts Payable	4LEAF, INC.	PROFESSIONAL SERVICES RRIP JUN 2026	47,436.50
97106	08/06/2026	Open			Accounts Payable	ADAMSON POLICE PRODUCTS	FIREARMS FOR PD	20,771.44
97107	08/06/2026	Open			Accounts Payable	AMERICAN MECHANICAL SERVICES, INC.	CITY HALL HVAC MAINTENANCE SERVICE CALL ON 6/26/26	500.00
97108	08/06/2026	Open			Accounts Payable	AVANTPAGE INC.	TRANSLATION SERVICES	78.20
97109	08/06/2026	Open			Accounts Payable	CA DEPT OF TRANSPORTATION	TRAFFIC SIGNALS AND LIGHTING APR THRU JUNE 2026	4,476.22
97110	08/06/2026	Open			Accounts Payable	CONTRA COSTA COUNTY	BUSINESS CARDS FOR CDD STAFF	53.90
97111	08/06/2026	Open			Accounts Payable	CONTRA COSTA COUNTY HEALTH SERVICES DEPT	CORE HOMELESS OUTREACH AND SERVICES APR-JUN 2026	26,688.00
97112	08/06/2026	Open			Accounts Payable	CORODATA SHREDDING INC.	SHREDDING SVCS JUN 2026	254.59
97113	08/06/2026	Open			Accounts Payable	COUNTY CLERK ELECTIONS DIVISION	JUNE 2 2026 PRIMARY ELECTION (MEASURE C)	43,779.06
97114	08/06/2026	Open			Accounts Payable	EAST BAY SANITARY CO. INC.	MONTHLY STREET SWEEPING MAY + JUNE 2026	18,896.28
97115	08/06/2026	Open			Accounts Payable	EBMUD	EBMUD 5/8/26-7/9/26 CORR. BILL (PAID \$1477.62 ON CHECK#96947)	1,539.38
97116	08/06/2026	Open			Accounts Payable	EMPLOYMENT RISK MANAGEMENT AUTHORITY	DOLLAR ONE BILLING FOR CLAIMS Q4 2026	31,635.00
97117	08/06/2026	Open			Accounts Payable	FLEET MANAGEMENT HOLDINGS, LLC	EGR VALVE CLEANING/CHECK ENGINE DIAGNOSTIC 5/28/26	1,203.99
97118	08/06/2026	Open			Accounts Payable	FORENSIC SERVICES DIVISION	FORENSICS 6/1/26-6/30/26	4,670.05
97119	08/06/2026	Open			Accounts Payable	FURTADO, IPSHEETA	AQUA ZUMBA JUNE 2026	234.60

Payment Register

From Payment Date: 8/1/2026 - To Payment Date: 8/31/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Description	Transaction Amount
97120	08/06/2026	Open			Accounts Payable	GEOSYNTEC CONSULTANTS, INC.	MRP TRASH LOAD COMPLIANCE SUPPORT JUN 2026	2,967.50
97121	08/06/2026	Open			Accounts Payable	GRADETECH, INC.	SWIM CENTER PARKING LOT IMPROVEMENTS PROJECT JUN 2026	214,864.96
97122	08/06/2026	Open			Accounts Payable	KITTELSON & ASSOCIATES INC	LOCAL ROAD SAFETY PLAN JUNE 2026	885.00
97123	08/06/2026	Open			Accounts Payable	ODYSSEY POWER CORPORATION	MINOR SERVICE AT CITY HALL 6/8/26	450.00
97124	08/06/2026	Open			Accounts Payable	OLIVERO PLUMBING	HIGH WATER PRESSURE MAINTANCE AT COMM CNTR 6/22/26	215.00
97125	08/06/2026	Open			Accounts Payable	REDWOOD PUBLIC LAW, LLP	CALIFORNIA VOTING RIGHTS ACT ISSUES (LABOR) 6/01/26 - 6/30/26	14,256.30
97126	08/06/2026	Open			Accounts Payable	ST. FRANCIS ELECTRIC	TS & SL MAINTENANCE & RESPONSE JUN 2026	3,669.48
97127	08/06/2026	Open			Accounts Payable	STATE OF CA DEPT OF JUSTICE	FINGERPRINTING JUN 2026	1,908.00
97128	08/06/2026	Open			Accounts Payable	Technica Auto, Inc.	2005 HONDA PILOT EX DIAGNOSTIC FEE	1,784.04
97129	08/06/2026	Open			Accounts Payable	TRB AND ASSOCIATES, INC.	INSPECTION & PERMIT TECH SERVICES STAFFING JUN 2026	40,920.00
97130	08/06/2026	Open			Accounts Payable	VSCE, INC.	DEL NORTE RIBBON CUTTING 6/09/26-7/14/26 (JUNE PORTION)	2,345.04
97131	08/06/2026	Open			Accounts Payable	W-TRANS INC	ENGINEERING & TRAFFIC SURVEY MAR 2026	7,406.36
97132	08/06/2026	Open			Accounts Payable	HERNANDEZ, CARLOS	TUITION REIMBURSEMENT FOR FY25-26	1,000.00
97133	08/06/2026	Open			Accounts Payable	KARKI, RAVI	REIMBURSEMENT FOR FIELD TRAINING OFFICER 6/22-6/26	40.00
97134	08/06/2026	Open			Accounts Payable	REYNOLDS, RYAN	REIMBURSEMENT FOR FIELD TRAINING OFFICER LUNCH 6/22-6/26	40.00
97135	08/06/2026	Open			Accounts Payable	WADE, THOMAS	TUITION REIMBURSEMENT FOR INTRO TO FIRE PREVENTION ON 6/16/26	869.00
97136	08/06/2026	Open			Accounts Payable	BUREAU OF INDIAN AFFAIRS	BILL OF COLLECTION FOR ERRONEOUS PAYMENT	2,443.47
97137	08/06/2026	Open			Accounts Payable	ARROW GLASS COMPANY	FIRE STATION 51 WINDOW REPLACE.	771.00
97138	08/06/2026	Open			Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	USED MOTOR OIL RECYCLING 7/16/26	306.00
97139	08/06/2026	Open			Accounts Payable	ATHENA CODING LLC	ATHENA CODING SESSION #3 CAMP	2,821.50
97140	08/06/2026	Open			Accounts Payable	BATTALION ONE FIRE PROTECTION	RECYCL CENTER QUARTERLY FIRE SPRINKLER INSPEC. 7/22/26	440.00
97141	08/06/2026	Open			Accounts Payable	BAY CITIES PYROTECTOR, INC	FIRE EXTINGUISHER SERVICE + SUPPLIES	210.82
97142	08/06/2026	Open			Accounts Payable	BEND MAILING SERVICES, LLC	MFD BULKY DROP-OFF POSTCARDS + MAILING	1,680.11
97143	08/06/2026	Open			Accounts Payable	BPX PRINTING & GRAPHICS	PRINTING AND MAILING SLURRY SEAL NOTICE	1,146.82
97144	08/06/2026	Open			Accounts Payable	CINTAS CORPORATION #054 UNIFORMS	CORP YARD UNIFORMS WEEKLY RENTALS	442.52
97145	08/06/2026	Open			Accounts Payable	FAILSAFE TESTING LLC	T51 ANNUAL INSPECTION	1,450.00
97146	08/06/2026	Open			Accounts Payable	FRIEDMAN, NORM	SPORTS CAMP #6 7/20/26-7/24/26	15,239.04
97147	08/06/2026	Open			Accounts Payable	GARDA CL WEST,INC.	ARMORED TRANSPORTATION SVCS AUG 2026	358.28
97148	08/06/2026	Open			Accounts Payable	GIL, LETICIA MELODY, ESQUER	SUMMER CAMP SESSION #5	2,940.00
97149	08/06/2026	Open			Accounts Payable	HDL COREN & CONE	CONTRACT SVCS PROPERTY TAX JULY-SEPT 2026	3,055.39
97150	08/06/2026	Open			Accounts Payable	HONEY BUCKET	CENTRAL PARK SERVICES 7/21/26-8/17/26	251.05
97151	08/06/2026	Open			Accounts Payable	INCREDIFLIX INC.	INCREDIFLIX SUMMER CAMP SESSION #5	8,251.81
97152	08/06/2026	Open			Accounts Payable	J & O'S COMMERCIAL TIRE CENTER	H30 LINDE SERVICES + PARTS	5,544.11
97153	08/06/2026	Open			Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	CITH HALL ALARM SERVICES 8/1/26-10/31/26	573.97
97154	08/06/2026	Open			Accounts Payable	KEL-AIRE	TASSAJARA CLUBHOUSE HVAC SVCS 7/6/26	731.19
97155	08/06/2026	Open			Accounts Payable	KNORR SYSTEMS, INC.	SODIUM HYPO 7/15/26	6,150.84
97156	08/06/2026	Open			Accounts Payable	KNOX ASSOCIATES, INC.	KNOX CONNECT SOFTWARE LICENSE	584.00
97157	08/06/2026	Open			Accounts Payable	L.N. CURTIS & SONS	UNIFORM ITEMS FOR FD STAFF	615.92
97158	08/06/2026	Open			Accounts Payable	MANQUEROS, MARK, MARCOS	YOUTH TENNIS CLASSES SESSION #6 JUL 2026	4,928.00
97159	08/06/2026	Open			Accounts Payable	MCAVOY, IAN	OFF THE BLOCK STEM SUMMER 2026 WEEK 6	7,726.50
97160	08/06/2026	Open			Accounts Payable	PASTIME HARDWARE	PARK SUPPLIES FOR CV PARK REPAIR	12.12
97161	08/06/2026	Open			Accounts Payable	PINNACLE PETROLEUM INC	UNLEADED FUEL 7/10/26	18,294.97
97162	08/06/2026	Open			Accounts Payable	ROADSAFE TRAFFIC SYSTEMS, INC.	EMPLOYEE RECOGNITION CUSTOM MADE SIGN	160.24
97163	08/06/2026	Open			Accounts Payable	ROSTAD, KIKI	ART & DISCOVER CAMP RECYCL TREAS. SESSION #6	3,408.00
97164	08/06/2026	Open			Accounts Payable	S.P. AUTOMOTIVE	DIESEL EXHAUST FLUID	727.32
97165	08/06/2026	Open			Accounts Payable	SCHLANGER, APRIL, ADAIR	AMZING PAPER CRAFTS 7/20/26-7/24/26	6,270.00
97166	08/06/2026	Open			Accounts Payable	SHABABO, TRACEY, ELISE	TEXTILE ARTS SUMMER CAMP WK 6 7/20-7/24	5,409.25
97167	08/06/2026	Open			Accounts Payable	STERICYCLE, INC.	REC HAZARDOUS WASTE JUL 2026	186.55
97168	08/06/2026	Open			Accounts Payable	TALENTNOOK INC.	TALENTNOOK SUMMER CAMP SESSION#4	3,711.24
97169	08/06/2026	Open			Accounts Payable	TWO BROTHERS POOL & SPA, INC	REAGENTS + JUL SERVICE	3,675.41
97170	08/06/2026	Open			Accounts Payable	TYLER TECHNOLOGIES	PROJECT MANAGEMENT	175.00
97171	08/06/2026	Open			Accounts Payable	VSCE, INC.	DEL NORTE RIBBON CUTTING 6/09-26-7/14/26 (JULY PORTION)	2,607.41
97172	08/06/2026	Open			Accounts Payable	WESTERN STATES OIL COMPANY	RENEWABLE DIESEL 7/22/26	22,342.69

City of El Cerrito

Payment Register

From Payment Date: 8/1/2026 - To Payment Date: 8/31/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Description	Transaction Amount
97173	08/06/2026	Open	Service not rendered	09/02/2026	Accounts Payable	DOMINGUEZ, CYNTHIA	2026 GFOA ANNUAL CONF 6/29-7/1/26	531.76
97174	08/06/2026	Open			Accounts Payable	ROSNER, SAM	COUNTY CLERK FILING FEE 7/27/26	50.00
97175	08/12/2026	Open			Accounts Payable	ARMOUR PETROLEUM SERVICE & EQUIPMENT CORP	UST VISUAL INSPECTION ON 6/11/26	250.00
97176	08/12/2026	Open			Accounts Payable	AT&T DW HOLDINGS, INC	COPPER LAND IPHONE LINE FOR CITY SVCS 4/12/26-5/11/26	10,574.62
97177	08/12/2026	Open			Accounts Payable	BALTZ, LEONARD	ADULT KARATE CLASSES JUN 2026	126.00
97178	08/12/2026	Open			Accounts Payable	CONTRA COSTA COUNTY LAW & JUSTICE SYSTEMS	ACCJIN & AWS SHARED COSTS FY 25-26	3,190.11
97179	08/12/2026	Open			Accounts Payable	COUNTRY CLUB VISTA HOA	STREET LIGHT EXPENSES FY25-26	1,653.30
97180	08/12/2026	Open			Accounts Payable	MCGEOY, MICHELE	PICKLEBALL FEB-JUN 2026	3,945.00
97181	08/12/2026	Open			Accounts Payable	MORTON'S URBAN PEST MANAGEMENT	PEST MANAGEMENT ARLINGTON CLUBHOUSE	103.00
97182	08/12/2026	Open			Accounts Payable	PREMIER GRAPHICS	WASTE STATION SIGNS 6/15/26	220.50
97183	08/12/2026	Open			Accounts Payable	REDWOOD PUBLIC LAW, LLP	CALIFORNIA VOTING RIGHTS ACT ISSUES (LABOR) 5/1/26-5/31/26	24,930.00
97184	08/12/2026	Open			Accounts Payable	Schaaf & Wheeler, Consulting Civil Engineers Inc.	STORM DRAIN MASTER PLAN 12/31/25	6,755.00
97185	08/12/2026	Open			Accounts Payable	STEWART'S BODY SHOP	2023 FORD PD VEHICLE REPAIR 4/13/26	5,059.42
97186	08/12/2026	Voided			Accounts Payable	BrightOps		2,960.00
97187	08/13/2026	Open			Accounts Payable	AMERIGAS PROPANE INC	PROPANE FOR FORKLIFTS 7/16/26	662.06
97188	08/13/2026	Open			Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	CRUSHED METAL OIL FILTERS RECYCL 7/30/26	130.00
97189	08/13/2026	Open			Accounts Payable	ATCO PEST CONTROL INC	COMMUNITY CENTER PEST CONTROL AUG 2026	375.00
97190	08/13/2026	Open			Accounts Payable	AVANTPAGE INC.	INTERPRETATION SVCS JULY 2026	147.05
97191	08/13/2026	Open			Accounts Payable	BADGE FRAME, INC.	ORGANIZATION CHART	34.00
97192	08/13/2026	Open			Accounts Payable	BATTALION ONE FIRE PROTECTION	CITY HALL QUARTERLY SPRINKER INSPECTION 7/22/26	440.00
97193	08/13/2026	Open			Accounts Payable	BLUECOSMO	MOBILE EXPENSE	154.50
97194	08/13/2026	Open			Accounts Payable	California Municipal Statistics, Inc.	DIRECT & OVERLAPPING DEBT + ASSESSED VALUE PACKAGE	750.00
97195	08/13/2026	Open			Accounts Payable	CALIFORNIA PUBLIC POLICY GROUP INC.	GRANT WRITING AND ADVOCACY SERVICES JULY 2026	6,825.00
97196	08/13/2026	Open			Accounts Payable	CCCSO LAW ENFORCEMENT TRAINING	CERTIFICATION COURSE TRANING 12/7-12/11/26	411.00
97197	08/13/2026	Open			Accounts Payable	CELLEBRITE INC.	CELLABRITE SOFTEARE 8/22/2026-8/21/2027	23,854.57
97198	08/13/2026	Open			Accounts Payable	CINTAS CORPORATION #054 UNIFORMS	UNIFORM ITEMS FOR PW 7/8/26	479.79
97199	08/13/2026	Open			Accounts Payable	CITY OF RICHMOND	CAD JULY AND AUGUST 2026	146,902.34
97200	08/13/2026	Open			Accounts Payable	CONTRA COSTA COUNTY SHERIFF	RENDITION	485.00
97201	08/13/2026	Open			Accounts Payable	CRUMP, ALLISON	MAKING THE MASTERS 7/27/26-7/31/26	3,151.20
97202	08/13/2026	Open			Accounts Payable	DON'S TIRE SERVICE, INC.	2020 FORD PD TIRE SENSOR	836.05
97203	08/13/2026	Open			Accounts Payable	DUNCAN PRINTING CO INC	HOLIDAY CLOSING SIGN 2027	493.68
97204	08/13/2026	Open			Accounts Payable	EAST BAY REGIONAL COMMUNICATIONS SYSTEM	RADIO COMMS PD & FIRE 7/1/26-6/30/27	78,384.00
97205	08/13/2026	Open			Accounts Payable	EBMUD	EBMUD 6/2/26-8/3/26	24,573.37
97206	08/13/2026	Open			Accounts Payable	GILMAN PRESS	BUSINESS CARDS	49.84
97207	08/13/2026	Open			Accounts Payable	HILLTOP FORD KIA	SEATBELT ASSEMBLY	251.40
97208	08/13/2026	Open			Accounts Payable	INCREDIFLIX INC.	FLIX WEEK OF JULY 27TH	6,570.41
97209	08/13/2026	Open			Accounts Payable	IRON MOUNTAIN	OFF-SITE RECORDS STORAGE AND SERVICES 6/24/26-7/28/26	659.48
97210	08/13/2026	Open			Accounts Payable	KEL-AIRE	HVAC 7/8/26	842.93
97211	08/13/2026	Open			Accounts Payable	KREISBERG LAW FIRM	LEGAL SERVICES FOR JUL 2026	79.00
97212	08/13/2026	Open			Accounts Payable	L.N. CURTIS & SONS	UNIFORM ITEM FOR FD STAFF	692.25
97213	08/13/2026	Open			Accounts Payable	MCAVOY, IAN	OFF THE BLOCK STEM SUMMER WEEK 7 2026	6,859.50
97214	08/13/2026	Open			Accounts Payable	NATIONAL LEAGUE OF CITIES	DIRECT MEMBER ANNUAL DUES 9/1/26-9/1/27	2,256.00
97215	08/13/2026	Open			Accounts Payable	NORGE CLEANERS	DRY CLEANING JUL 2026	591.25
97216	08/13/2026	Open			Accounts Payable	ODP BUSINESS SOLUTIONS, LLC	SUPPLIES FOR PD	107.73
97217	08/13/2026	Open			Accounts Payable	PEREGRINE TECHNOLOGIES, INC.	PEREGRINE PLATFORM 7/1/26-6/30/27	44,999.00
97218	08/13/2026	Open			Accounts Payable	PREMIER GRAPHICS	PMAP COASTERS	596.25
97219	08/13/2026	Open			Accounts Payable	R&S ERECTION OF RICHMOND	FD BUILDING REPAR/MAINTENACE	737.50
97220	08/13/2026	Open			Accounts Payable	RELADYNE	GAS FOR FD 7/21/26	296.66
97221	08/13/2026	Open			Accounts Payable	SCHLANGER, APRIL, ADAIR	MAKING THE MASTER ARTIST JUL 2026	2,745.60
97222	08/13/2026	Open			Accounts Payable	STERICYCLE, INC.	MEDICAL WASTE AUG 2026	1,079.92
97223	08/13/2026	Open			Accounts Payable	STEWART'S BODY SHOP	TEAR DOWN FOR ESTIMATE	350.00
97224	08/13/2026	Open			Accounts Payable	The Construction Zone, LLC	INFRASTRUCTURE SUPPLIES FOR PW MAINT. STREET SIGNS	2,908.40

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97225	08/13/2026	Open			Accounts Payable	UNIVERSAL BUILDING SERVICE	BUILDING SUPPLIES FOR FD	200.39
97226	08/13/2026	Open			Accounts Payable	WALNUT CREEK FORD INC	2012 FORD PD VEHICLE REPAIR	2,547.70
97227	08/13/2026	Open			Accounts Payable	SEPE, WILLIAM	TRAFFIC COLLISION COURSE JUL 20-JUL 24	40.00
97228	08/13/2026	Voided	Duplicate Payment	08/24/2026	Accounts Payable	WINTERS, CHRISTOPHER		40.00
97229	08/13/2026	Open			Accounts Payable	CALHOUN , BETHIA	REC COMM H SOCIAL TRAIL DEPOSIT REFUND	455.50
97230	08/13/2026	Open			Accounts Payable	KHAING, EL	REFUND FOR PARKING PERMIT (PLAZA)	136.00
97231	08/13/2026	Open			Accounts Payable	SCHULTZ, SADIE	REFUND FOR PARKING PERMIT (PLAZA)	136.00
97232	08/13/2026	Open			Accounts Payable	EVEREST PLUMBING & DRAIN	RELEASE OF BONDS - JUL 2026	1,945.00
97233	08/13/2026	Open			Accounts Payable	LARRIETA SANITATION CONSTRUCTION	RELEASE OF BONDS - JUL 2026	3,890.00
97234	08/13/2026	Open			Accounts Payable	PG&E	RELEASE OF BONDS - JUL 2026	23,590.00
97235	08/13/2026	Open			Accounts Payable	SALKHI PETROLEUM INC.	RELEASE OF BONDS - JUL 2026	2,768.00
97236	08/13/2026	Open			Accounts Payable	SEWER WORKS, INC	RELEASE OF BONDS - JUL 2026	3,890.00
97237	08/13/2026	Open			Accounts Payable	STAR ROOTER AND PLUMBING	RELEASE OF BONDS - JUL 2026	1,945.00
97238	08/13/2026	Open			Accounts Payable	Avalon Services Inc. DBA Avalon Rooter	RELEASE OF BONDS - JUL 2026	1,945.00
97239	08/13/2026	Open			Accounts Payable	GOPHER - IT TRENCHLESS	RELEASE OF BONDS - JUL 2026	1,945.00
97240	08/13/2026	Open			Accounts Payable	MR. ROOTER PLUMBING	RELEASE OF BONDS - JUL 2026	1,945.00
97241	08/13/2026	Open			Accounts Payable	MR. ROOTER PLUMBING	RELEASE OF BONDS - JUL 2026	823.00
97242	08/13/2026	Open			Accounts Payable	Nick Corpuz	RELEASE OF BONDS - JUL 2026	823.00
97243	08/13/2026	Open			Accounts Payable	PIPE SPY INC	RELEASE OF BONDS - JUL 2026	1,945.00
97244	08/13/2026	Open			Accounts Payable	PRO ROOTER INC	RELEASE OF BONDS - JUL 2026	847.00
97245	08/13/2026	Open			Accounts Payable	CALPERS LONG TERM CARE PROGRAM	PER3 - CALPERS Longterm Care Ins	47.96
97246	08/13/2026	Open			Accounts Payable	HEALTH CARE DENTAL TRUST	DEN1 - Dental 1*	19,139.56
97247	08/13/2026	Open			Accounts Payable	IAFF LOCAL 1230	DUE4 - UNION LOCAL 1230	6,006.72
97248	08/13/2026	Open			Accounts Payable	KAISER FOUNDATION HEALTH PLAN	K1 - Kaiser 1*	287,415.22
97249	08/13/2026	Open			Accounts Payable	LEGALSHIELD	LEGL - PRE-PAID LEGAL SRVC	124.60
97250	08/13/2026	Open			Accounts Payable	NATIONWIDE TRUST COMPANY, FSB	FHEA - Fire Health Savings Acct	18,700.00
97251	08/13/2026	Open			Accounts Payable	SEIU LOCAL 1021	COPE - VOLUNTARY COPE DEDUCTION*	2,036.50
97252	08/13/2026	Open			Accounts Payable	U.S. BANK - INSTITUTIONAL TRUST - W REGION	PAR - PARS - ARS 457*	8,209.86
97253	08/20/2026	Open			Accounts Payable	24 HOUR FITNESS USA, LLC	GYM MEMBERSHIPS JUL 2026	575.84
97254	08/20/2026	Open			Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	USED MOTOR OIL RECYCLING 8/1/26	153.00
97255	08/20/2026	Open			Accounts Payable	BOUNDTREE MEDICAL LLC	MEDICAL SUPPLIES 7/6/26	7,622.02
97256	08/20/2026	Open			Accounts Payable	CCCSO LAW ENFORCEMENT TRAINING	ACADEMY INSTRUCTOR CERTI COURSE 8/24/26-8/28/26	822.00
97257	08/20/2026	Open			Accounts Payable	CITY OF FAIRFIELD	RANGE FEES 7/20/26-7/23/26	1,782.00
97258	08/20/2026	Open			Accounts Payable	CIVICPLUS, LLC	WEBSITE ACCESSIBILITY TOOLS 10/24/26-10/23/27	5,071.50
97259	08/20/2026	Open			Accounts Payable	COMMUNITY CONSERVATION CENTERS, INC.	MIXED PAPER + NON CRV HDPE JULY 2026	658.14
97260	08/20/2026	Open			Accounts Payable	CONTRA COSTA DOOR CO.	DOOR REPAIR @ STATION 52	2,430.00
97261	08/20/2026	Open			Accounts Payable	COOKE, JOANNE	FLAMENCO JULY 2026	60.00
97262	08/20/2026	Open			Accounts Payable	CORODATA SHREDDING INC.	SHREDDING SVCS JULY 2026	317.00
97263	08/20/2026	Open			Accounts Payable	CPOA	CPOB ANNUAL MEMBERSHIP	1,470.00
97264	08/20/2026	Open			Accounts Payable	CRIME SCENE CLEANERS, INC.	BIOHAZARD REMOVAL PD 8/1/26	320.00
97265	08/20/2026	Open			Accounts Payable	CRUMP, ALLISON	CARDBORAD ARCADE SUMMER SESSION CORRECTION AMOUNT	4.41
97266	08/20/2026	Open			Accounts Payable	DUBLIN CHEVROLET, DUBLIN CADILLAC, DUBLIN	PURCHASE OF PD COMMAND VEHICLE	63,262.57
97267	08/20/2026	Open			Accounts Payable	EBMUD	EBMUD 6/4/26-8/4/26	2,116.93
97268	08/20/2026	Open			Accounts Payable	FLEET MANAGEMENT HOLDINGS, LLC	VEHICLE REPAIRS/MAINTENANCE	15,707.67
97269	08/20/2026	Open			Accounts Payable	FUJIWARA, PATRICIA, Y.	OPEN CERAMICS MON JULY 2026	436.80
97270	08/20/2026	Open			Accounts Payable	GYMDOC INC	GYM EQUIPMENT REPAIR	345.00
97271	08/20/2026	Open			Accounts Payable	KENNEDY, GREG, C	EMS CALL REVIEW JULY 2026	2,100.00
97272	08/20/2026	Open			Accounts Payable	KI RESEARCH INSTITUTE	AIKIDO JULY 2026	276.00
97273	08/20/2026	Open			Accounts Payable	L.N. CURTIS & SONS	UNIFORM FOR FD STAFF	694.73
97274	08/20/2026	Open			Accounts Payable	ELLSWORTH, COLIN	ACLS RECERTIFICATION REIMBURSEMENT 8/4/2026	345.00
97275	08/20/2026	Open			Accounts Payable	GROSS, JOHN	REFUND FOR HOME OCCUPATION BUSINESS PERMIT	540.00
97276	08/20/2026	Open			Accounts Payable	HANSON, STEPHEN	REFUND OF PARKING PERMIT 7961	136.00
97277	08/20/2026	Open			Accounts Payable	BALTZ, LEONARD	TEEN/ADULT KARATE CLASSES	180.00

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97278	08/20/2026	Open			Accounts Payable	BPX PRINTING & GRAPHICS	TREE REMOVAL RFP PLANROOM	150.00
97279	08/20/2026	Open			Accounts Payable	FRIEDMAN, NORM	SPORT CAMP SESSION #7 7/27/26-7/31/26	33,208.08
97280	08/20/2026	Open			Accounts Payable	GABRIEL, BARBARA, A.	ADULT BALLET JULY 2026	338.40
97281	08/20/2026	Open			Accounts Payable	LACK, CHRIS	OPEN CERAMICS WED/ INTRO TO THROWING JUL 2026	1,086.00
97282	08/20/2026	Open			Accounts Payable	MALLORY SAFETY & SUPPLY LLC	SCBA REPAIRS	2,785.38
97283	08/20/2026	Open			Accounts Payable	MANQUEROS, MARK, MARCOS	TENNIS CAMP 7 JULY 27-31 2026	6,710.20
97284	08/20/2026	Open			Accounts Payable	MATTRESS FIRM, INC.	REPLACEMENT OF MATTRESSES/BASES	13,170.37
97285	08/20/2026	Open			Accounts Payable	MCAVOY, IAN	OFF THE BLOCK SUMMER CAMP WEEK 8 2026	9,397.50
97286	08/20/2026	Open			Accounts Payable	MICHAEL'S TRANSPORTATION SERVICE , INC	EXPLORERS CAMP FIELDTRIP TO ACADEMY OF SCIENCE	18,898.15
97287	08/20/2026	Open			Accounts Payable	MORTON'S URBAN PEST MANAGEMENT	CITY HALL PEST CONTROL SERVICE JULY 2026	880.00
97288	08/20/2026	Open			Accounts Payable	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES REC	177.72
97289	08/20/2026	Open			Accounts Payable	PG&E	FUEL FOR CNG PICKUP TRUCK 08/2026	45.23
97290	08/20/2026	Open			Accounts Payable	RAMOS, STEPHANIE, R	ZUMBA JULY 2026	4,139.10
97291	08/20/2026	Open			Accounts Payable	REDWOOD PUBLIC LAW, LLP	LEGAL SERVICES 7/10/26 - 7/31/26	71,540.29
97292	08/20/2026	Open			Accounts Payable	REPUBLIC SERVICES, INC.	CURBSIDE RECYCL PROCESSING JULY 2026	53,834.85
97293	08/20/2026	Open			Accounts Payable	RIVERA, NICOLE	WOMEN'S WORKOUT JULY 2026 PT 1	1,050.00
97294	08/20/2026	Open			Accounts Payable	ROSTAD, KIKI	ART & DISCOVERY CAMP WEEK #7A	2,357.48
97295	08/20/2026	Open			Accounts Payable	RUIZ, JOE	XFIT BOOT CAMP JULY 2026	10,162.14
97296	08/20/2026	Open			Accounts Payable	SHABABO, TRACEY, ELISE	SLUMBER PARTY SUMMER CAMP WK 8 8/3-8/7	3,542.00
97297	08/20/2026	Open			Accounts Payable	SHAHKAR, MEHRAN	STRENGTH AND BALANCE JUL 2026	1,950.00
97298	08/20/2026	Open			Accounts Payable	SLIM CHANCE CIRCUS	CIRCUS CAMP SESSION #8 8/3-8/7/26	2,772.00
97299	08/20/2026	Open			Accounts Payable	SSD ALARM	COMMUNITY CENTER FIRE ALARM JUL - SEP 2026	1,479.84
97300	08/20/2026	Open			Accounts Payable	ST. FRANCIS ELECTRIC	TS & SL MAINTENANCE & RESPONSE JULY RESPONSE 2026	15,954.25
97301	08/20/2026	Open			Accounts Payable	SUPERION, LLC	ALP & COMM SEV MIGRATION PROJECT	360.00
97302	08/20/2026	Open			Accounts Payable	THREE O'CLOCK ROCK LLC	HASEP 3 O' CLOCK ROCK JUL 2026 S3	8,790.96
97303	08/20/2026	Open			Accounts Payable	DAVIS, NYAME	REFUND FOR POOL PARTY 8/10/26	267.00
97304	08/20/2026	Open			Accounts Payable	ZAREI, MAHBAN	REFUND - FIRE PLAN CHECK REVIEW PERMIT FR26-0024	2,177.64
97305	08/20/2026	Open			Accounts Payable	ACAPULCO ROCK AND SOIL	STORM DRAIN INFRASTRUCTURE SUPPLIES	2,515.77
97306	08/20/2026	Open			Accounts Payable	BKF ENGINEERS	SWIM CENTER PROJECT MAY 25-JUN 28 2026 FY25-26	3,002.75
97307	08/20/2026	Open			Accounts Payable	E&J TRUCK AND EQUIPMENT REPAIR LLC	BACKHOE REPAIR LABOR + PARTS FY25-26	1,565.32
97308	08/20/2026	Open			Accounts Payable	MICHAEL'S TRANSPORTATION SERVICE , INC	DISCOVERY CAMP FIELDTRIP TO GIANTS GAME	1,418.50
97309	08/20/2026	Open			Accounts Payable	eRecording Partners Network LLC	Txfr Tax refund for overpymt10/29/25 5326 Silva Ave APN	1,836.00
97310	08/27/2026	Open			Accounts Payable	CALPERS LONG TERM CARE PROGRAM	PER3 - CALPERS Longterm Care Ins	47.96
97311	08/27/2026	Open			Accounts Payable	EL CERRITO FIRE DEPT MGMT GRP	MGT1 - FIRE DEPT MGMT GROUP	50.00
97312	08/27/2026	Open			Accounts Payable	EL CERRITO PUBLIC SFTY EE MGMT	MGT2 - SAFETY EMPLOYEE MGMT GROUP	436.00
97313	08/27/2026	Open			Accounts Payable	FIRE ASSOCIATION	DUE2 - FIRE ASSN DUES CK	675.00
97314	08/27/2026	Open			Accounts Payable	LIFE INSURANCE OF NORTH AMERICA	ACCD - Accidental Death & Dismembermt	52.50
97315	08/27/2026	Open			Accounts Payable	POLICE ASSN.	DUE1 - POLICE ASSN DUES	3,804.24
97316	08/27/2026	Open			Accounts Payable	PRO FIREFIGHTERS ASSN DUES	DUE3 - EC PRO FIREFIGHTERS DUES	290.00
97317	08/27/2026	Open			Accounts Payable	SEIU LOCAL 1021	COPE - VOLUNTARY COPE DEDUCTION*	2,024.10
97318	08/27/2026	Open			Accounts Payable	U.S. BANK - INSTITUTIONAL TRUST - W REGION	PAR - PARS - ARS 457*	7,422.00
97319	08/27/2026	Open			Accounts Payable	AFTER SCHOOL SPECIALS, LLC	DIGITAL DREAMER CAMP SESSION #4	4,887.00
97320	08/27/2026	Open			Accounts Payable	ALLY TECHNOLOGIES LLC	MICROSOFT 365 SUBSCRIPTION FY2027	65,000.00
97321	08/27/2026	Open			Accounts Payable	AMERICAN MECHANICAL SERVICES, INC.	CITY HALL HVAC LEAK REPAIR MATERIALS + LABOR	1,577.07
97322	08/27/2026	Open			Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	USED MOTOR OIL RECYCLING 8/14/26	153.00
97323	08/27/2026	Open			Accounts Payable	AT&T DW HOLDINGS, INC	AT&T LAND TELEPHONE LINES 6/20/26-7/19/26	5,429.85
97324	08/27/2026	Open			Accounts Payable	AT&T MOBILITY NATIONAL ACCOUNTS, LLC	AT&T WIRELESS BILL FOR CITY STAFF JUL 2026	570.28
97325	08/27/2026	Open			Accounts Payable	ATHENA CODING LLC	SUMMER CAMP SESSION #9	3,051.00
97326	08/27/2026	Open			Accounts Payable	BAY ALARM COMPANY	CORP YARD SECURITY ALARM SVCS 9/1/26-11/30/26	847.05
97327	08/27/2026	Open			Accounts Payable	BAY AREA AIR QUALITY MGMT DIST	ANNUAL PERMIT RENEWAL 10/1/26-10/1/27	343.00
97328	08/27/2026	Open			Accounts Payable	BAY AREA NEWS GROUP EAST BAY	PUBLIC HEARINGS JUL 2026	278.00
97329	08/27/2026	Open			Accounts Payable	BEACON HOME CARE	RESPIRE PROGRAM JULY 2026	1,000.00
97330	08/27/2026	Open			Accounts Payable	BEND MAILING SERVICES, LLC	2ND PRINT + MAIL DROP OFF 8/29/26	240.92

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97331	08/27/2026	Open			Accounts Payable	BOUNDTREE MEDICAL LLC	MEDICAL SUPPLIES	645.77
97332	08/27/2026	Open			Accounts Payable	CINTAS CORPORATION #054 UNIFORMS	CORP YARD SAFETY SUPPLIES -NITRILE GLOVES	663.55
97333	08/27/2026	Open			Accounts Payable	COMCAST	COMCAST BUSINESS INTERNET 8/11/26-9/10/26	2,004.95
97334	08/27/2026	Open			Accounts Payable	CONTRA COSTA HEALTH SERVICES	TIPPING WALL INSPECTION JUL 2026	564.00
97335	08/27/2026	Open			Accounts Payable	COUNTY OF MARIN/CALSLA	ANNUAL MEMBERSHIP DUES FY26-27	945.00
97336	08/27/2026	Open			Accounts Payable	DATA TICKET, INC.	BUILDING AND SAFETY JULY 2026	400.00
97337	08/27/2026	Open			Accounts Payable	EBMUD	EBMUD 6/2/26-8/3/26	15,911.01
97338	08/27/2026	Open			Accounts Payable	ENGBERG, GERI	IMPROV SUMMER CAMP SESSIONS 4 & 5	4,161.60
97339	08/27/2026	Open			Accounts Payable	FOSTER & FOSTER CONSULTING ACTUARIES, INC.	PREPARATION OF 6/30/26 GASBS 68 REPORT FOR CALPERS	2,100.00
97340	08/27/2026	Open			Accounts Payable	Government Finance Officers Association	BUDGET AWARD APPLICATION REVIEW FEW FY2026	495.00
97341	08/27/2026	Open			Accounts Payable	HILLYARD	CITYWIDE CUSTODIAL SUPPLIES	2,886.39
97342	08/27/2026	Open			Accounts Payable	INCREDIFLIX INC.	INCREDIFLIX SUMMER CAMP SESSION #8	6,312.67
97343	08/27/2026	Open			Accounts Payable	J & O'S COMMERCIAL TIRE CENTER	2019 MAINT TRUCK M41 FLAT TIRE REPAIR 8/6/26	35.00
97344	08/27/2026	Open			Accounts Payable	JONES, HIROMI	HATHA YOGA/ ROLL STRETCH JULY 2026	1,560.00
97345	08/27/2026	Open			Accounts Payable	KEL-AIRE	FIRE STATION #52 HVAC SERVICE CALL ON 7/22/26	540.00
97346	08/27/2026	Open			Accounts Payable	MANQUEROS, MARK, MARCOS	TENNIS YOUTH CLASSES SESSION #9 AUG 10-14 2026	6,307.00
97347	08/27/2026	Open			Accounts Payable	MUNICIPAL POOLING AUTHORITY	LIFE INSURANCE PAYABLE FOR EMPLOYEES AUG 2026	13,774.18
97348	08/27/2026	Open			Accounts Payable	NORTHERN CALIFORNIA SPELMANSLAG	SCANDINAVIAN FOLK DANCING JULY 2026	37.80
97349	08/27/2026	Open			Accounts Payable	OLIVERO PLUMBING	REC WOMEN'S LOCKER ROOM FAUCET	268.75
97350	08/27/2026	Open			Accounts Payable	PLOURDE, CHRISTOPHER	4TH OF JULY PRODUCTION SUPPORT 2027	132.00
97351	08/27/2026	Open			Accounts Payable	RINGCENTRAL, INC.	VOLP PHONE SERVICE FOR CITY STAFFS 8/5/26-8/13/26	2,333.02
97352	08/27/2026	Open			Accounts Payable	ROADSAFE TRAFFIC SYSTEMS, INC.	INFRASTRUCTURE SUPPLIES ROAD CLOSED SIGNS	769.00
97353	08/27/2026	Open			Accounts Payable	SCA OF CA, LLC	CEMENT SPILL IN STREET SVCS REQUEST ON 7/30/26	675.00
97354	08/27/2026	Open			Accounts Payable	SHAW HR CONSULTING, INC.	HR CONSULTING SERVICES	510.00
97355	08/27/2026	Open			Accounts Payable	SSD ALARM	ARLINGTON CLUBHOUSE ALARM SVCS SEP 2026	1,003.95
97356	08/27/2026	Open			Accounts Payable	SSP DATA PRODUCTS	DARKTRACE CYBERSECURITY 7/1/26-7/17/27	96,327.00
97357	08/27/2026	Open			Accounts Payable	STRATEGIC ECONOMICS	SPASP AFFORDABLE HOUSING 6/1/26-7/31/26	1,370.00
97358	08/27/2026	Open			Accounts Payable	SWINERTON MANAGEMENT & CONSULTING	Swim Center Competition Pool Project JULY 2026	4,785.00
97359	08/27/2026	Open			Accounts Payable	Total Industries	FORKLIFT TOYOTA 6FGCU30 INSPECTION	677.76
97360	08/27/2026	Open			Accounts Payable	Urban37, Inc.	MASTER FEE SCHEDULE ENTRY	1,920.00
97361	08/27/2026	Open			Accounts Payable	ZOON ENGINEERING, INC.	2026 SURFACE SEAL PROJECT JULY 2026	6,378.39
97362	08/27/2026	Open			Accounts Payable	JANES, KEVIN	REFUND FOR LODGING CHARGED ON PERSONAL CC	283.11
97363	08/27/2026	Open			Accounts Payable	HERNANDEZ, EMIE, M	CANCELED RESPITE PROGRAM REFUND	102.00
97364	08/27/2026	Open			Accounts Payable	JUNTILLA, CAROL	RESTROOM KEY REFUND 8/13/26	26.00
97365	08/27/2026	Open			Accounts Payable	CONTRA COSTA COUNTY LIBRARY	ADDITIONAL LIBRARY HOURS APR 2026-JUN 2026	23,001.08
97366	08/27/2026	Open			Accounts Payable	FEHR & PEERS	CROSSTOWN CONNECT 5/20/26-6/26/26	8,567.88
97367	08/27/2026	Open			Accounts Payable	GOLDFARB & LIPMAN LLP	HOUSING FUN LEGAL SERVICES DEC 2025	1,884.55
97368	08/27/2026	Open			Accounts Payable	KNORR SYSTEMS, INC.	SODIUM HYPO 6/10/26	4,577.75
Type Check Totals:					300 Transactions		\$	2,148,418.38
<u>EFT</u>								
3852	08/07/2026	Open			Accounts Payable	EDD - PAYROLL TAX DEPOSIT	CA - CA Tax	\$ 1,644.11
3853	08/07/2026	Open			Accounts Payable	IRS	FED - Fed Tax*	8,007.07
3856	08/07/2026	Open			Accounts Payable	California State Disbursement Unit	Payroll Deduction	2,486.30
3857	08/07/2026	Open			Accounts Payable	EDD - PAYROLL TAX DEPOSIT	CA - CA Tax	60,324.81
3858	08/07/2026	Open			Accounts Payable	IRS	FED - Fed Tax*	235,359.40
3859	08/07/2026	Open			Accounts Payable	MissionSquare (name chg 03-2021 formerly ICMA)	ICM1 - ICMA-457 #300530 FLAT DOLLAR*	73,325.09
3860	08/07/2026	Open			Accounts Payable	P E R S	PE1% - PERS SEIU*	230,676.27
3861	08/21/2026	Open			Accounts Payable	California State Disbursement Unit	Payroll Deduction	2,486.30
3862	08/21/2026	Open			Accounts Payable	EDD - PAYROLL TAX DEPOSIT	CA - CA Tax	58,269.64
3863	08/21/2026	Open			Accounts Payable	IRS	FED - Fed Tax*	230,901.38
3864	08/21/2026	Open			Accounts Payable	MissionSquare (name chg 03-2021 formerly ICMA)	ICM1 - ICMA-457 #300530 FLAT DOLLAR*	70,601.53
3865	08/21/2026	Open			Accounts Payable	P E R S	PE1% - PERS SEIU*	227,230.62
3866	08/06/2026	Open			Accounts Payable	PITNEY BOWES PURCHASE POWER	PURCHASE POWER POSTAGE CL PYMT JULY 2026	1,005.00

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From Payment Date: 8/1/2026 - To Payment Date: 8/31/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Description	Transaction Amount
3867	08/21/2026	Open			Accounts Payable	PG&E	PGE 7/2/26-8/3/26	23,235.00
3868	08/21/2026	Open			Accounts Payable	PG&E	PGE 7/1/26-7/31/26	38,029.35
3869	08/26/2026	Open			Accounts Payable	STRYKER CORPORATION	STRYKER EQUIPMENT/ SVC LEASE AGRMNT AUG 2026	6,308.59
3870	08/27/2026	Open			Accounts Payable	SUTTER HEALTH PLUS	SUTTER HEALTH PLAN - SEP 2026 PAYMENT	34,560.10
3871	08/31/2026	Open			Accounts Payable	U.S. BANK - CORPORATE PAYMENT SYS	CALCARD AUG 2026 PAYMENT	63,547.32
3872	08/28/2026	Open			Accounts Payable	PG&E	PGE 7/7/26-8/5/26	59.22
3873	08/28/2026	Open			Accounts Payable	PG&E	PGE 7/7/26-8/4/26	5.69
3874	08/31/2026	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JUL2026	723.37
3875	08/31/2026	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JUL2026	57.06
3876	08/31/2026	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JUL2026	13,891.73
3877	08/31/2026	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JUL2026	180.80
3878	08/31/2026	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JUL2026	659.61
3879	08/31/2026	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JUL2026	68.58
3880	08/31/2026	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JUL2026	68.57
3881	08/31/2026	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JUL2026	68.60
3882	08/31/2026	Open			Accounts Payable	AMEX/AMERICAN EXPRESS	MERCHANT FEE EXPENSE - JUL2026	73.58
3883	08/31/2026	Open			Accounts Payable	CLOVER	MERCHANT FEE EXPENSE - JUL2026	23.90
3884	08/31/2026	Open			Accounts Payable	AUTHORIZE.NET	MERCHANT FEE EXPENSE - JUL2026	107.90
3885	08/31/2026	Open			Accounts Payable	AUTHORIZE.NET	MERCHANT FEE EXPENSE - JUL2026	20.00
3886	08/31/2026	Open			Accounts Payable	CARDCONNECT	MERCHANT FEE EXPENSE - JUL2026	14,113.66
3887	08/31/2026	Open			Accounts Payable	CARDCONNECT	MERCHANT FEE EXPENSE - JUL2026	5,360.19
3888	08/31/2026	Open			Accounts Payable	CARDCONNECT	MERCHANT FEE EXPENSE - JUL2026	13,158.69
3889	08/31/2026	Open			Accounts Payable	MECHANICS BANK	MERCHANT FEE EXPENSE - JUL2026	424.28
Type EFT Totals:					36 Transactions		\$	1,417,063.31

Accounts Payable

Status	Count	Transaction Amount
Open	334	\$3,562,481.69
Reconciled	0	-
Voided	2	3,000.00
Stopped	0	-
Total	336	\$3,565,481.69

Payroll

Status	Count	Transaction Amount
Open	745	\$1,534,856.60
Reconciled	0	-
Voided	0	-
Stopped	0	-
Total	745	\$1,534,856.60

Grand Totals

Status	Count	Transaction Amount
Open	1079	\$5,097,338.29
Reconciled	0	-
Voided	2	3,000.00
Stopped	0	-
Total	1081	\$5,100,338.29



AGENDA BILL

Agenda Item No. 6.E.

Date: September 15, 2026
To: El Cerrito City Council
From: Shannon Bassi, Human Resources Manager, City Management
Subject: Amendment to the City's Classification Plan

ACTION PROPOSED

Adopt a resolution amending the City's Classification Plan to authorize the reclassification of Management Analyst III to Senior Program Manager in the Public Works Department.

BACKGROUND/ANALYSIS

City Management conducted a review of the current staffing structure and positions within the Operations and Environmental Services Division of the Public Works Department. As a result of this assessment, City Management has determined that the Management Analyst III is performing duties that are more appropriately placed at the Senior Program Manager level. The current Management Analyst III currently provides program and project management in multiple key service delivery areas, including solid waste, recycling, clean water, and other environmental programs. The incumbent manages complex responsibilities such as solid waste rate setting, developing and managing the Integrated Waste Management (IWM) budget, leading inter-agency coordination with several joint powers authorities, overseeing compliance with increasing state and federal mandates including regularly meeting with and reporting to state regulatory agencies, and procuring and administering grants.

Additionally, the incumbent regularly advises other departments, City Management, and City Council on complex technical issues. The incumbent also directly supervises three administrative and technical staff, and manages sensitive personnel matters. These duties have all been determined to be at the higher classification level of Senior Program Manager.

STRATEGIC PLAN CONSIDERATIONS

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

- *High Performing Organization*

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

The fiscal impact of the proposed reclassification in the Public Works Department is estimated to have a total additional cost of \$11,926 through this fiscal year in the Integrated Waste Management Fund (501). There are sufficient funds within the Department's personnel budget for this expense.

LEGAL CONSIDERATIONS

This section is not applicable to this agenda item.

Reviewed by:

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

Karen Pinkos, City Manager

Attachments:

1. Resolution

RESOLUTION 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AMENDING THE CITY'S CLASSIFICATION PLAN AND AUTHORIZE THE RECLASSIFICATION OF MANAGEMENT ANALYST III TO SENIOR PROGRAM MANAGER IN THE PUBLIC WORKS DEPARTMENT

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

WHEREAS, the City's Personnel Rules and Regulations 2.6 allow for changes in classification if it is believed that a job being performed is inconsistent with the approved position classification; and

WHEREAS, staff has conducted a review of staffing structure and positions in the Operations & Environmental Services Division (OESD) in the Public Works Department; and

WHEREAS, staff has proposed personnel change that allows for the reclassification of one Management Analyst III to Senior Program Manager in the Operations & Environmental Services Division (OESD) in the Public Works Department to better reflect the duties being performed by the current position and the desired level of service to be provided.

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby amend the City's Classification Plan to authorize implementation of the reclassification of one Management Analyst III to Senior Program Manager in the Operations & Environmental Services Division (OESD) in the Public Works Department.

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

I CERTIFY that at a regular meeting on September 15, 2026 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

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

Holly M. Charléty, City Clerk

APPROVED:

Gabe Quinto, Mayor



AGENDA BILL

Agenda Item No. 6.F.

Date: September 15, 2026
To: El Cerrito City Council
From: Holly M. Charl  ty, City Clerk, City Management
Subject: Biennial Update of Agency Conflict of Interest Code

ACTION PROPOSED

Adopt a Resolution revising the Conflict of Interest Code for the City of El Cerrito and rescinding Resolution No. 2024-67.

BACKGROUND

The Political Reform Act of 1974 (“Act”) (codified in Government Code Sections 8100 *et seq.*) requires the City to adopt and promulgate a Conflict of Interest Code (“Code”) applicable to designated City employees and public officials. The Code mandates the positions required to file the Fair Political Practices Commission (FPPC) Form 700 as well as the required disclosure categories.

City Councilmembers, City Manager, City Treasurer, and Planning Commission Members are required to file pursuant to Government Code section 87200, and therefore are not listed in the City’s Code. Section 87200 filings are submitted directly to the FPPC using their online filing system eDisclosure. All Code filings are submitted to the City Clerk. All Form 700 filings, along with the Code are retained and made available to the public by the City Clerk, who acts as the FPPC filing officer for the City.

The City adopted its first Conflict of Interest Code in 1977. In 1983, the City Council enacted Resolution No. 83-14 to adopt the model Conflict of Interest Code drafted by the Fair Political Practices Commission. The Conflict of Interest Code covers matters such as the manner of reporting financial interests, the procedures to be utilized in filing conflict of interest statements, the contents of such statements, and the time within which such statements must be filed.

The Municipal Services Corporation (MSC) is not included in the City’s Conflict of Interest Code as the Corporation is not a public agency. It is a non-profit, public benefit corporation, which is subject to the California Corporations Code. The MSC Board instead adopted its own Conflict of Interest Policy on October 17, 2011 by MSC Resolution No. 2011–11, following the model IRS Conflict of Interest Policy by which a charitable organization should implement decisions regarding transactions or arrangements between the charitable organization and members of the charitable organization’s board of directors and other individuals.

As such, MSC Directors and Officers do not file a Statement of Economic Interests – Form 700 pertaining to the MSC, but file a separate annual declaration as required under the MSC’s existing Conflict of Interest Policy.

As directed by the Fair Political Practices Commission, the City Council is the code-reviewing body for the City of El Cerrito. The last revision was completed in 2024, by Resolution No. 2024-67. Biennially by October 1, the code reviewing body is required to approve revisions to the Code or receive formal notice that no revisions are required.

ANALYSIS

The attached resolution is the City's Conflict of Interest Code revised to incorporate changes to Appendix A – Designated Positions. Appendix A identifies designated positions and advisory bodies and establishes their respective levels of disclosure. Appendix B, which outlines the specific requirements of each disclosure category, has no recommended revisions.

The current review included a general evaluation of the existing code, including evaluation of any job classifications that have been modified since the last review. This resulted in a small number of recommended changes to Appendix A.

The following additions to the code are recommended:

- Human Resources Manager - this position has always filed, however the position was erroneously removed in the 2022 code revisions, and is being added back as a filing position.
- Maintenance Operations Supervisor - this position is recommended for addition as the position makes contracting and purchasing decisions, and is a lateral position to the Recycling Operations Supervisor, which is a current filing position.

The following deletions to the code are recommended:

- Maintenance Services Superintendent - this position no longer exists, and has been bifurcated into the positions of Maintenance Operations Supervisor (recommended for filing) and Recycling Operations Supervisor (currently filing).

The Conflict of Interest Code, as presented, accurately designates all positions that make or participate in the making of governmental decisions. The disclosure categories assigned to these positions require the disclosure of all investments, business positions, interests and sources of income which may foreseeably be affected materially by the decisions made by those designated positions. The Code includes all other provisions required by Government Code Section 87302 and incorporates by reference FPPC Regulation 2 Cal. Admin. Code Section 18730.

STRATEGIC PLAN CONSIDERATIONS

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

- *High Performing Organization* by ensuring the city is in compliance with state law.

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

There are no costs associated with the proposed revisions to the Conflict of Interest Code.

LEGAL CONSIDERATIONS

The Act requires the City Council to review the Conflict of Interest Code on a regular basis and when such amendments are necessitated by changed circumstances, pursuant to Government Code Sections 87306 and 87306.5. Council adoption of the proposed Conflict of Interest Code will sustain continued compliance with State law.

Reviewed by:

A handwritten signature in blue ink, appearing to read "Karen Pinkos", is written over a light blue rectangular background.

Karen Pinkos, City Manager

Attachments:

1. Resolution
2. Appendix A and B to the Resolution
3. Appendix A and B to the Resolution (redline)

RESOLUTION 2026-XX

A RESOLUTION ADOPTING THE CONFLICT OF INTEREST CODE FOR THE CITY OF EL CERRITO, INCLUDING THE FILING OF ANY RELATED AGENCY POSITIONS, SUCH AS THE EMPLOYEE PENSION BOARD, THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY, DESIGNATING POSITIONS AND DISCLOSURE REQUIREMENTS FOR STATEMENTS OF ECONOMIC INTERESTS FORM 700 AND REPEALING RESOLUTION 2024-67

WHEREAS, the Political Reform Act of 1974 ("Act"), Government Code Sections 8100 et seq. enacted as part of Proposition 9, requires every local agency to adopt and promulgate a conflict of interest code applicable to employees or consultants holding designated positions and public officials within the jurisdiction of the local agency; and

WHEREAS, in 1977, the El Cerrito City Council enacted Resolution No. 3843, establishing a Conflict of Interest Code for the City of El Cerrito ("City"); and

WHEREAS, subsequent to the enactment of Resolution No. 3843 the Fair Political Practices Commission ("FPPC") enacted 2 Cal. Code of Regs. Section 18730 which contains the terms of a standard model conflict of interest code, which could be adopted by local agencies covering such matters as the manner of reporting financial interests, the procedures to be utilized in filing conflict of interest statements, the contents of such statements, the time within which such statements must be filed, etc.; and which may be amended by the FPPC after public notice and hearings to conform to amendments to the Act; and

WHEREAS, in 1983, the City Council enacted Resolution No. 1983-14 which adopted the model conflict of interest code drafted by the FPPC, including any amendments duly adopted by the Commission to conform to amendments to the Act, as the new City of El Cerrito Conflict of Interest Code; and

WHEREAS, the Act additionally requires the submission of a revised conflict of interest code for approval by the code-reviewing body or the notification of said body that no changes are necessary pursuant to Government Code Section 87306.5; and

WHEREAS, the Conflict of Interest Code was last amended by Resolution 2024-67 and requires revision to reflect changes in designated position and the financial interests required to be reported; and

WHEREAS, the Conflict of Interest Code includes filing requirements for related agency positions, including the Public Financing Authority (PFA).

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

Section 1. Incorporation of Recitals. All Recitals above are true and correct and are incorporated herein.

Section 2. Adoption of Model Conflict of Interest Code. The terms of 2 Cal. Adm. Code Section 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference and included as part of the Conflict of Interest Code of the City of El Cerrito.

Section 3. Statement of Economic Interest Requirement. Persons holding designated positions and persons required to do so by Government Code Section 87200 *et. seq.* shall file Statements of Economic Interests with the City of El Cerrito on FPPC forms, in conformance with the individual disclosure categories and State guidelines. Persons holding designated positions and persons required by statute to file statements of economic interests shall also report interests for any other related agency positions, including the Public Finance Authority (PFA). The City Clerk will retain custody of the statements and make the statements available for public inspection and reproduction.

Section 4. Form 700 Requirement. In accordance with FPPC Regulation 18734, any individual hired for a position not yet covered under this Conflict of Interest Code must file a Form 700 if the individual serves in a position that makes or participates in making governmental decisions. Individuals in this category must file under the broadest disclosure category until the code is amended to include the new position unless the City of El Cerrito provides, in writing, a limited disclosure requirement.

Section 5. Late Filings and Failure to File Statements. Any violation of any provision of this Code is subject to the administrative, criminal and civil sanctions provided in the Act, Government Code Sections 81000 *et seq.* The following additional regulations shall apply to City of El Cerrito (a) designated employees, (b) designated members of boards and commissions appointed by the City Council, and (c) consultants:

- (a) **City Employees:** If a City employee fails to file an Initial, Assuming Office or Annual Statement of Economic Interests within thirty days after the City Clerk has given specific written notice of non-filing, the employee shall undergo steps resulting in a written reprimand in accordance with the provisions of the appropriate Memorandum of Understanding or City of El Cerrito Personnel Policies and Administrative Regulations. The employee's supervisor shall comply with the provisions of the appropriate Memorandum of Understanding or City of El Cerrito Personnel Rules and Administrative Regulations. In addition, the City Clerk shall impose late filing fees in accordance with Government Code Section 91013 and 91013.5. No person who has left City employment and failed to file the appropriate statement shall resume active employment with the City of El Cerrito if there are outstanding statements or fines.
- (b) **Members of Boards and Commissions:** If a member of any non-elected board or commission specified in the Code fails to file an Assuming Office, Initial or Annual Statement of Economic Interests within thirty days after the City Clerk has given specific written notice of non-filing, the member's term on the board or commission shall expire. The City Clerk shall notify the member that his/her term has expired and notify the City Council that a vacancy exists on the board or commission. In addition, the City Clerk shall impose late filing fees in accordance with Government Code Sections 91013 and 91013.5.

Prior to being eligible for reappointment to any board or commission all outstanding filings for all commission appointments must be filed and any outstanding fines, payable under Government Code Section 91013, shall be paid. No person shall be appointed to any board or commission if there are outstanding statements or fines, and no person shall be appointed to any board or commission for a period of one year if terminated from any body more than once for failure to file statements.

- (c) **Consultants:** If a consultant, as defined in 2 Cal. Code Regs. Section 18701, fails to file any Statement of Economic Interests within thirty days after the City Clerk has given specific written notice of non-filing, the consultant shall be advised by the City's project manager that no further payments shall be made by the City of El Cerrito under the contract until such statement has been received by the City Clerk. The City Clerk shall also impose late filing fees in accordance with Government Code Sections 91013 and 91013.5.

Section 6. Designated Positions that Must Disclose Financial Interests. The City Conflict of Interest Code hereby includes Appendix A, which reflects changes in City organization and in the job titles of City management staff and reflects the inclusion of positions with decision making authority as authorized by the El Cerrito Municipal Code and in compliance with Title 2, Section 18701 of the California Code of Regulations. Designated Positions shall disclose financial interests as set forth in Appendix B.

Section 7. Adoption of Disclosure Categories. The City Conflict of Interest Code hereby includes Appendix B, to achieve consistency with State Law and reflect the required disclosure categories of this Conflict of Interest Code.

Section 8. Previous Conflict of Interest Code Superseded. The current Conflict of Interest Code adopted by Resolution No. 2024-67 is hereby superseded by the Conflict of Interest Code adopted by this Resolution.

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

I CERTIFY that at a regular meeting on September 15, 2026 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

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

Holly M. Charléty, City Clerk

APPROVED:

Gabe Quinto, Mayor

Appendix A – List of Designated Positions

Individuals holding the following positions must file a Statement of Economic Interests (Form 700):

Classification	Disclosure Categories
Assistant City Attorney	1, 2, 3, 4
Assistant City Manager	1, 2, 3, 4
Assistant to the City Manager	1, 2, 3, 4
Associate Engineer	1, 2, 3, 4
Associate Planner	1, 2, 3, 4
Battalion Chief	1, 2, 3, 4
Battalion Chief – Paramedic	1, 2, 3, 4
Battalion Chief – Training Officer	1, 2, 3, 4
Budget/Financial Services Manager	1, 2, 3, 4
Building Official	1, 2, 3, 4
City Clerk	1, 2, 3, 4
Community Development Director	1, 2, 3, 4
Environmental Services Manager	1, 2, 3, 4
Facilities and Maintenance Manager	1, 2, 3, 4
Fire Chief	1, 2, 3, 4
Fire Marshal	1, 2, 3, 4
Human Resources Manager	1, 2, 3, 4
Information Technology Manager	1, 2, 3, 4
Maintenance Operations Supervisor	1, 2, 3, 4
Management Analyst (I, II, and III)	1, 2, 3, 4
Network Security Engineer	1, 2, 3, 4
Operations and Environmental Services Manager	1, 2, 3, 4
Planning Manager	1, 2, 3, 4
Police Captain	1, 2, 3, 4
Police Chief	1, 2, 3, 4
Police Lieutenant	1, 2, 3, 4
Program Manager	1, 2, 3, 4
Public Works Director/City Engineer	1, 2, 3, 4
Recreation Director	1, 2, 3, 4
Recreation Supervisor	1, 2, 3, 4
Recycling Operations Supervisor	1, 2, 3, 4
Senior Building Inspector	1, 2, 3, 4
Senior Engineer	1, 2, 3, 4
Senior Human Resources Analyst	1, 2, 3, 4
Senior Management Analyst	1, 2, 3, 4
Senior Planner	1, 2, 3, 4
Senior Program Manager	1, 2, 3, 4
Special Counsel	1, 2, 3, 4
Consultants	*

City of El Cerrito Conflict of Interest Code

Commission and Board Members:	
Arts and Culture Commission Members	5
Design Review Board Members	1, 2, 3, 4
Financial Advisory Board Members	1, 2, 3, 4

** Individuals providing services as a consultant as defined in Title 2 Ca Code of Regulations Section 18700.3 or 18734 shall disclose pursuant to the broadest disclosure category in this code unless the City Manager or designee determines in writing that a consultant has been hired to perform a range of duties sufficiently limited in scope and it is more appropriate to assign a limited disclosure requirement. Any determination is a public record and shall be retained in the same manner and location as the disclosure statements filed pursuant to this code.*

Appendix B – Disclosure Categories

The disclosure categories listed below identify the types of investments, business positions, sources of income or real property which Designated Positions must disclose for each category to which the position is assigned.

#	Description
1	Personal Income: All sources of income, including investments, gifts, loans and travel payments as defined in Government Code Section 82030, as amended.
2	Interests in Real Property: All interests in real property, as defined in Government Code Section 82033, as amended, located in whole or in part within the City of El Cerrito or within a two-mile radius of the boundaries of the City of El Cerrito. An "interest in real property" does not include the principal residence occupied by the designated filer or their family, if used exclusively as a personal residence.
3	Investments: All investments in excess of \$2,000 held by the designated filer the filer's spouse, domestic partner or dependent children, as defined in Government Code Section 82034, as amended. including but not limited to common stock, preferred stock, options, debt instruments and any partnership or other ownership interest if the business entity or any parent, subsidiary or otherwise related business entity has an interest in real property in the City of El Cerrito, or does business or plans to do business in the City of El Cerrito, or has done business within the City of El Cerrito at any time during the two years prior to the time this disclosure statement is made.
4	Business positions: Management positions held with any business entity located, doing business, planning to do business, or having done business in the past two years within the City of El Cerrito.
5	Arts and Culture Commission: All members of the Commission shall disclose business entities in which they have an investment, or in which they are a director, officer, partner, employee, or hold any position of management; and income as defined in Government Code Section 82030, as amended, including gifts, loans, and travel payments; if the business entity or source of income: a) has applied for, is receiving, or within the previous two years has received, funds through the City to advance Arts in El Cerrito; b) has profited from the creation, production, sale, or display of any artistic endeavor; or c) has provided services, goods, or equipment to artistic endeavors in the City of El Cerrito.

FURTHER INFORMATION AND INSTRUCTIONS

Further information and instructions regarding the Statement of Economic Interests (Form 700) may be found within Form 700 itself, and the Form 700 Reference Pamphlet, both available at the California Fair Political Practices Commission website: www.fppc.ca.gov

Appendix A – List of Designated Positions

Individuals holding the following positions must file a Statement of Economic Interests (Form 700):

Classification	Disclosure Categories
Assistant City Attorney	1, 2, 3, 4
Assistant City Manager	1, 2, 3, 4
Assistant to the City Manager	1, 2, 3, 4
Associate Engineer	1, 2, 3, 4
Associate Planner	1, 2, 3, 4
Battalion Chief	1, 2, 3, 4
Battalion Chief – Paramedic	1, 2, 3, 4
Battalion Chief – Training Officer	1, 2, 3, 4
<u>Budget/Financial Services Manager</u>	<u>1, 2, 3, 4</u>
Building Official	1, 2, 3, 4
Budget/Financial Services Manager	1, 2, 3, 4
City Clerk	1, 2, 3, 4
Community Development Director	1, 2, 3, 4
Environmental Services Manager	1, 2, 3, 4
Facilities and Maintenance Manager	1, 2, 3, 4
Fire Chief	1, 2, 3, 4
Fire Marshal	1, 2, 3, 4
<u>Human Resources Manager</u>	<u>1, 2, 3, 4</u>
Information Technology Manager	1, 2, 3, 4
<u>Maintenance Operations Supervisor</u>	<u>1, 2, 3, 4</u>
<u>Maintenance Services Superintendent</u>	<u>1, 2, 3, 4</u>
Management Analyst (I, II, and III)	1, 2, 3, 4
Network Security Engineer	1, 2, 3, 4
Operations and Environmental Services Manager	1, 2, 3, 4
Planning Manager	1, 2, 3, 4
Police Captain	1, 2, 3, 4
Police Chief	1, 2, 3, 4
Police Lieutenant	1, 2, 3, 4
Program Manager	1, 2, 3, 4
Public Works Director/City Engineer	1, 2, 3, 4
Recreation Director	1, 2, 3, 4
Recreation Supervisor	1, 2, 3, 4
Recycling Operations Supervisor	1, 2, 3, 4
Senior Building Inspector	1, 2, 3, 4
Senior Engineer	1, 2, 3, 4
Senior Human Resources Analyst	1, 2, 3, 4
Senior Management Analyst	1, 2, 3, 4
Senior Planner	1, 2, 3, 4

City of El Cerrito Conflict of Interest Code

Senior Program Manager	1, 2, 3, 4
Special Counsel	1, 2, 3, 4
Consultants	*
Commission and Board Members:	
Arts and Culture Commission Members	5
Design Review Board Members	1, 2, 3, 4
Financial Advisory Board Members	1, 2, 3, 4

** Individuals providing services as a consultant as defined in Title 2 Ca Code of Regulations Section 18700.3 or 18734 shall disclose pursuant to the broadest disclosure category in this code unless the City Manager or designee determines in writing that a consultant has been hired to perform a range of duties sufficiently limited in scope and it is more appropriate to assign a limited disclosure requirement. Any determination is a public record and shall be retained in the same manner and location as the disclosure statements filed pursuant to this code.*

Appendix B – Disclosure Categories

The disclosure categories listed below identify the types of investments, business positions, sources of income or real property which Designated Positions must disclose for each category to which the position is assigned.

#	Description
1	Personal Income: All sources of income, including investments, gifts, loans and travel payments as defined in Government Code Section 82030, as amended.
2	Interests in Real Property: All interests in real property, as defined in Government Code Section 82033, as amended, located in whole or in part within the City of El Cerrito or within a two-mile radius of the boundaries of the City of El Cerrito. An "interest in real property" does not include the principal residence occupied by the designated filer or their family, if used exclusively as a personal residence.
3	Investments: All investments in excess of \$2,000 held by the designated filer the filer's spouse, domestic partner or dependent children, as defined in Government Code Section 82034, as amended. including but not limited to common stock, preferred stock, options, debt instruments and any partnership or other ownership interest if the business entity or any parent, subsidiary or otherwise related business entity has an interest in real property in the City of El Cerrito, or does business or plans to do business in the City of El Cerrito, or has done business within the City of El Cerrito at any time during the two years prior to the time this disclosure statement is made.
4	Business positions: Management positions held with any business entity located, doing business, planning to do business, or having done business in the past two years within the City of El Cerrito.
5	Arts and Culture Commission: All members of the Commission shall disclose business entities in which they have an investment, or in which they are a director, officer, partner, employee, or hold any position of management; and income as defined in Government Code Section 82030, as amended, including gifts, loans, and travel payments; if the business entity or source of income: a) has applied for, is receiving, or within the previous two years has received, funds through the City to advance Arts in El Cerrito; b) has profited from the creation, production, sale, or display of any artistic endeavor; or c) has provided services, goods, or equipment to artistic endeavors in the City of El Cerrito.

FURTHER INFORMATION AND INSTRUCTIONS

Further information and instructions regarding the Statement of Economic Interests (Form 700) may be found within Form 700 itself, and the Form 700 Reference Pamphlet, both available at the California Fair Political Practices Commission website: www.fppc.ca.gov



AGENDA BILL

Agenda Item No. 6.G.

Date: September 15, 2026
To: El Cerrito City Council
From: Paul Keith, Chief of Police, El Cerrito Police Department
Subject: Renewal of Agreement with Mark43, Inc. to provide Computer Aided Dispatch and Records Management Software for an additional year in an amount not to exceed \$57,000.

ACTION PROPOSED

Authorize the City Manager or Designee to renew the agreement with Mark43, Inc. for records management and computer aided dispatch software for an amount not to exceed \$57,000, for the time period of July 25, 2026 through June 30, 2027.

BACKGROUND

The City entered into an agreement with Mark43, Inc. for the provision of records management and computer-aided dispatch software on June 21, 2017. The records management system (RMS) software is a cloud-based system that allows police officers to create police reports both in the station and in the field. The system maintains department records relating to property, evidence, citations, reports, and arrests. The computer-aided dispatching (CAD) software is also a cloudbased system that helps human dispatchers send police officers to calls for service, including crimes and other emergency situations. The CAD system also maintains department records relating to calls for service.

Mark43, Inc. is the El Cerrito Police Department RMS and CAD vendor due to their complete integration with the Richmond Police Department, the host of our police communications center.

The agreement with Mark43, Inc. contains an auto-renewal clause. The agreement allows for increases in the cost of services. Although the agreement initially cost the City \$46,170, costs have since risen. The agreement most recently automatically renewed on July 25, 2026. The cost for service for the current period is now \$56,196.

The El Cerrito Police Department has determined that Mark43, Inc. has demonstrated that its product meets the operational requirements of the El Cerrito Police Department for computer aided dispatch and records management software and wishes to renew the agreement for an additional year at the new cost.

ANALYSIS

This agreement has automatically renewed at a new rate, obligating the City to pay for the new rate. The cost for RMS and CAD software has increased at a rate below the rate of inflation, as calculated using the CPI Inflation Calculator hosted by the Bureau of Labor Statistics.

STRATEGIC PLAN CONSIDERATIONS

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

- *Community Safety* by enabling the Police Department to effectively document crimes and evidence and safely respond to police and medical emergencies

ENVIRONMENTAL CONSIDERATIONS

These software packages are cloud-based and eliminates many paper records.

FINANCIAL CONSIDERATIONS

The funding of \$57,000 for the renewal of this agreement is already included in the adopted 2026-27 and 2027-28 Biennial Budgets for the Police Department. The funding source for this agreement is the General Fund.

LEGAL CONSIDERATIONS

The City Attorney has reviewed and approved as to form the attached resolution and service agreement.

Reviewed by:

A handwritten signature in blue ink, appearing to read 'Karen Pinkos', is written over a light blue rectangular background.

Karen Pinkos, City Manager

Attachments:

1. Resolution
2. Current Contract
3. 2026 Renewal Quote

RESOLUTION 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SPEND AN AMOUNT NOT TO EXCEED \$57,000 FOR RECORDS MANAGEMENT AND COMPUTER AIDED DISPATCH SOFTWARE PROVIDED BY MARK43, INC. IN THE CURRENT FISCAL YEAR, ENDING JUNE 30, 2027

WHEREAS, the City of El Cerrito entered into an agreement with Mark43, Inc. for the provision of records management and computer aided dispatch software on July 21, 2017; and

WHEREAS, the agreement contains an automatic renewal provision for an additional year obligating the City of El Cerrito to pay for the service; and

WHEREAS, the cost of the service in the current fiscal year is \$56,160; and

WHEREAS, Mark43, Inc. has demonstrated that its product meets the operational requirements of the El Cerrito Police Department for computer aided dispatch and records management software; and

WHEREAS, the City wishes to renew the agreement for an additional year; and

WHEREAS, the cost of the service exceeds the spending authority of the City Manager; and

WHEREAS, funding of \$57,000 for the renewal of this agreement was included in the adopted Fiscal Year 2026-27 and 2027-28 General Fund Budget for the Police Department.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes the City Manager or designee to renew the agreement with Mark43, Inc. for records management and computer aided dispatch software for an additional year, for an amount not to exceed \$57,000 for the current fiscal year, starting in June 25, 2026 and ending June 30, 2027.

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

I CERTIFY that at a regular meeting on September 15, 2026 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

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

APPROVED:

Holly M. Charléty, City Clerk

Gabe Quinto, Mayor

SOFTWARE LICENSE AND SERVICES

This Software License and Services Agreement (this "**Agreement**") is effective as of July 25, 2017 (the "**Effective Date**") by and between Mark43, Inc. ("**Mark43**"), with a place of business at 28 E. 28th 12th Floor, New York, NY 10016, and El Cerrito Police Department ("**Subscriber**"), with a place of business at 10900 San Pablo Ave, El Cerrito, CA 94530.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

- 1.1 **Defined Terms.** Defined terms have the meanings set forth in this Article 1 (Definitions) and elsewhere in this Agreement when capitalized, and may be read in singular, plural or an alternative tense as the context requires.
- 1.2 **"Affiliate"** means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.3 **"Applicable Law"** means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
- 1.4 **"Applications"** means the Records Management System, Computer-Aided Dispatch and Evidence Management Applications, as described in Schedule A.
- 1.5 **"Authorized User"** means an Affiliate, employee or independent contractor of Subscriber (solely to the extent such contractor is providing services to Subscriber), who has been authorized by Subscriber to use the SaaS Services.
- 1.6 **"Documentation"** means the user guides and user manuals for the SaaS Services that Mark43 provides to Subscriber.
- 1.7 **"Integration Control Document"** means the agreement, if applicable, governing any integrations with Third Party Applications.
- 1.8 **"Intellectual Property Rights"** means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.
- 1.9 **"Professional Services"** means the evaluation, consultation, implementation, customization, configuration and other services offered by Mark43 in connection with the SaaS Services.
- 1.10 **"SaaS Services"** means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Mark43 for remote access and use by Subscriber, including any Documentation thereto.
- 1.11 **"Services"** means the services provided or required to be provided by or through Mark43, including without limitation, SaaS Services and Professional Services.
- 1.12 **"Software"** means the object code version of Mark43's computer software and all Updates made available by Mark43 to Subscriber under this Agreement.
- 1.13 **"Statement of Work"** means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.

- 1.14 "Subscriber Data" means all data, information, content and other materials stored or transmitted by Subscriber and any Authorized User through the SaaS Services (i) in their user accounts; and (ii) on any Third Party Application, excluding any Third Party Data and any Mark43 Data.
- 1.15 "Term" means the Initial Term and any Renewal Term.
- 1.16 "Third Party Application" means a third-party service controlled or managed by a Third Party Provider, and approved by Mark43, to which Subscriber and any Authorized User facilitates Mark43's access to, and use, of the SaaS Services, via an application programming interface or other means.
- 1.17 "Third Party Components" means any components of the SaaS Service from time to time that are provided by third parties (e.g., Google Maps).
- 1.18 "Third Party Data" means any data owned by a third party that Subscriber accesses via the SaaS Service.
- 1.19 "Third Party Provider" means third parties, including other vendors, state agencies and local agencies, that control products and/or databases with which Mark43 SaaS Services are to be interfaced.
- 1.20 "Updates" means any and all new releases, new versions, patches and other updates for the SaaS Services that Mark43 makes generally available without additional charge to its other subscribers of the SaaS Services.
- 1.21 "Vendors" means third parties with whom Mark43 contracts to provide components of the SaaS Services, and includes without limitation, Amazon Web Services (for platform hosting) and Google (for Google Maps).
- 1.22 "Website" means any Internet website through which Mark43 provides the SaaS Services under this Agreement.

2. SERVICES.

- 2.1 **SaaS Services.** During the Term, Mark43 hereby grants a non-exclusive, non-transferable, non-sublicensable license to Subscriber and its Authorized Users to access and use the SaaS Services through the Website for Subscriber's internal purposes and in accordance with the terms and conditions of this Agreement. Mark43 will be responsible for hosting the Website, and Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Website through the Internet as set forth in Schedule C, "Technical Requirements." Subscriber will be responsible to Mark43 for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.
- 2.2 **Professional Services.** Mark43 offers Professional Services in connection with the SaaS Services as further described in Schedule A. To the extent any Professional Services involve the development of any customization or configuration to the SaaS Services, all Intellectual Property Rights to such customization or configuration will be solely owned by Mark43 and will be deemed to be included in the definition of SaaS Services and licensed to Subscriber on the terms set forth herein.
- 2.3 **Access to Documentation.** Mark43 will provide Subscriber via the Website or other means with access to the Documentation, as may be updated from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.
- 2.4 **Support Services.** Mark43 will provide a telephone-based help desk through which it will respond to inquiries about the SaaS Services from Subscriber via telephone from 7 AM to 7 PM (Eastern Time), Mondays through Fridays (excluding U.S. Federal holidays). Mark43 also provides a 24/7 email based help desk for the SaaS Services as set forth in Schedule A.
- 2.5 **Restrictions on Use.** Subscriber and its Authorized Users will not (and will not permit any third party to): (i) share Subscriber's or any Authorized User's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services or of any files contained in or generated by the SaaS Services; (iii) copy, modify, adapt or translate the SaaS Services or the Third Party Data, or otherwise make any use, resell, distribute or sublicense the SaaS Services or the Third Party Data other than in connection with this Agreement; (iv) make the SaaS Services

available on a "service bureau" basis or allow any third parties to use the SaaS Services; (v) disclose the SaaS Services or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services or the Third Party Data; (vii) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (x) introduce into the Services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (xi) use the Services to post advertising or listings; (xii) use the Services to defame, abuse, harass, stalk, or threaten others; (xiii) permit access or use of the Services by any individual outside the United States; (xiv) hide or obscure any Authorized User's location; (xv) permit access or use of the Services, for any activities other than to enhance Subscriber's own services, where reliance solely on, or failure to use, the Services could lead to death, personal injury, or property damages. Subscriber and its Authorized Users will not access the SaaS Services if in direct competition with Mark 43, and will not allow access to the SaaS Services by any party who is in direct competition with Mark43, except with Mark43's prior written consent. Subscriber shall comply with additional restrictions on use of the Services in Additional Terms, as defined in Section 2.10 below.

- 2.6 Security Obligations.** Subscriber agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Service. Subscriber agrees it shall notify Mark43 promptly in the event it becomes aware of any unauthorized access or use of the SaaS Service, or of any of its or its Authorized Users passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User. [In addition, Authorized Users may log into the SaaS Service from only one location at any given time – concurrent usage (or sign in) under a single username is prohibited.] Subscriber is responsible for all activities conducted within User accounts in use of the SaaS Service. Subscriber shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the SaaS Service, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Service, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.
- 2.7 Title.** As between Mark43 and Subscriber, Mark43 retains title to and ownership of the SaaS Services, including all copyrights and other Intellectual Property Rights relating thereto. Mark43's licensors retain title to and ownership of the Third Party Data and the Third Party Components, including all copyrights and other intellectual property rights relating thereto. Subscriber will have no rights with respect to the SaaS Services, the Third Party Data or the Third Party Components other than those expressly granted under this Agreement. Any suggestions for changes or improvements to Services that Subscriber provides to Mark43, whether solicited by Mark43 or not, shall be owned by Mark43 and Subscriber hereby irrevocably assigns, and shall assign, to Mark43 all right, title, and interest in and to such suggestions. Mark43 shall have no obligation to incorporate such suggestion into its products or Services.
- 2.8 Subscriber Data.** As between Mark43 and Subscriber, Subscriber owns and shall retain all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the Subscriber Data. Subscriber shall have the sole responsibility for the accuracy, quality, and legality of the Subscriber Data, including obtaining all rights and consents necessary to share the Subscriber Data with Mark43 as set forth in this Agreement. Notwithstanding anything to the contrary contained herein, Subscriber hereby grants to Mark43 an irrevocable, worldwide, royalty free, non-exclusive, transferable, sublicensable license to use the Subscriber Data to: provide the SaaS Services to Subscriber and other Mark43 subscribers; analyze the Subscriber Data in anonymized and/or aggregate form in order to operate, maintain, manage, and improve the SaaS Services, create new products and services, and share and/or license this aggregate data to Affiliates, agents, business partners, and other third parties; for Mark43's internal purposes to improve the Applications, Software, and related services, and any other uses disclosed in or related to performance under the Agreement or any statement of work.
- 2.9 Third Party Applications.** If Subscriber installs or enables a Third Party Application for use with the SaaS Services, Subscriber grants (and will cause the applicable third party to grant) Mark43 permission to access Subscriber Data stored on that Third Party Application as required for the interoperation of that Third Party Application with the SaaS Services. In no event will Mark43 be responsible for any Third Party Application, or for any failure of a Third Party Application to properly interoperate with the SaaS Services. If Mark43 receives information that a Third Party Application

may violate any Applicable Laws or Third Party rights, Subscriber will, promptly upon receiving notice of the foregoing from Mark43, disable any connection between such Third Party Application and the SaaS Services to resolve the potential violation (and if Subscriber fails to promptly disable such connection, Mark43 shall have the right to do so). In addition, in the event that Subscriber fails to properly obtain the grant of rights to Mark43 to access and use Third-Party Data as required for the interoperation of that Third-Party Application, Subscriber shall defend, indemnify, and hold harmless Mark43 from any and all claims based on Mark43's use of such Third-Party Application.

2.10 Third Party Components.

(a) **Use of Third-Party Components.** Mark43 may use Vendors to subcontract the performance of its duties and obligations hereunder and to provide certain functions of the Services, including without limitation, hosting and data analysis. Certain Vendor policies and terms and conditions of service shall apply to the Services. Such terms, or URL locator addresses for such terms, will be provided on Schedule D or in writing from time to time, "Additional Terms." If any of the Vendors and/or licensors of the Third-Party Components require Mark43 to flow down any Additional Terms Subscriber, Subscriber's use of such Third-Party Components, as incorporated into the SaaS Service, shall be subject to such Additional Terms. In the event of any inconsistency or conflict between the Additional Terms and the terms of this Agreement, such Additional Terms shall govern with respect to Subscriber's use of the applicable Third Party Component.

(b) **DISCLAIMER REGARDING THIRD PARTY COMPONENTS.** MARK43, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY COMPONENTS, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

2.11 Third Party Data. Subscriber shall access and use the Third Party Data in accordance with the terms and conditions of the agreement between the Subscriber and the provider of such Third Party Data. MARK43, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY DATA, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

2.12 Agreements with Third Party Providers. Subscriber, and not Mark43, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with the interfaces, and for paying all fees, costs and expenses of Third Party Providers.

2.13 Changes to Services. Mark43 may make changes and Updates to its Services, provided that it does not materially derogate the overall quality of the Services. Mark43 does not guarantee that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of Subscriber that Mark43 determines are incompatible with the operation of the Services.

3. FEES AND PAYMENT TERMS.

3.1 Fees for Mark43 Services. Subscriber will pay Mark43 fees as stated on Schedule A (the "Fees") attached hereto in accordance with the payment schedule set forth on Schedule A. All payments of Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. Overdue payments will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable interest under Applicable Law, from due date until paid. Subscriber will pay any sales, use or other tax related to the license and services provided hereunder, exclusive of income taxes and payroll taxes relating to Mark43's employees. Subscriber agrees that its use of and payment for Services constitutes its inspection and acceptance of such Service.

3.2 Third-Party Data and Third-Party Components. Additional fees may apply to the use of certain Third-Party Data and Third-Party Components, which if provided by Mark43, such fee may be included within the Fees. Mark43 may pass through any increase in such fees for Third Party Components or Third Party Data, relating to any existing Services, by giving Subscriber thirty (30) days' advance notice.

3.3 Taxes. Subscriber will be responsible, as required under applicable law, for identifying and paying all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any

penalties, interest, and other additions thereto) that are imposed on Subscriber or Mark43 with respect to the transactions and payments under this Agreement (excluding taxes based on Mark43's income or employment) ("Indirect Taxes"). All Fees are exclusive of Indirect Taxes. If Subscriber is exempt from paying Indirect Taxes, it shall provide to Mark43 exemption certificates, or a direct payment permit certificate, or such information to Mark43 as reasonably required and requested to determine whether Mark43 is obligated to collect Indirect Taxes from Subscriber. If any such taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by Mark43 is equal to the amount then due and payable under this Agreement.

4. TERM AND TERMINATION.

4.1 Term.

(a) Initial Term. The initial term of this Agreement begins on the Effective Date and will continue for the period set forth on Schedule A, unless and until terminated in accordance with Section 4.2 (the "Initial Term").

- (i) Renewal Terms. Upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for successive periods as set forth on Schedule A (each, a "Renewal Term") at the rates set forth on Schedule A, unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

4.2 Temporary Suspension and Termination.

- (i) Either party may terminate this Agreement upon written notice to the other party, if the other party reaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.
- (ii) If Mark43 reasonably determines that Subscriber's use of the Services either: (i) fails to comply with the Restrictions on Use in Section 2.5; (ii) poses a security risk to the Services or any third party, (iii) creates or is likely to create an adverse impact on Mark43's systems, the Services, or the systems or content of any other subscriber; or (iv) subjects Mark43 or its Affiliates to possible liability, then Mark43 may immediately upon notice temporarily suspend Subscriber's and any Authorized User's right to access any portion or all of the Services, pending remedial action by Subscriber, or after a period of 30 days, terminate the Services.

4.3 Effect of Termination. In the event of any termination or expiration of this Agreement,

- (i) Subscriber will pay Mark43 all amounts payable hereunder as of the effective date of termination or expiration;
- (b) all rights and licenses granted hereunder to Subscriber (as well as all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the SaaS Services; and
- (c) Mark43 will provide records to Subscriber in accordance with its transition assistance services ("Transition Assistance") as set forth in Schedule B.
- (i) Subscriber will, upon written request of Mark43, either return to Mark43 or provide Mark43 with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of Mark43 that are in Subscriber's possession or control.

4.4 Survival. The following provisions will survive any termination or expiration of this Agreement: Section 2.7 ("Subscriber Data"), Section 2.9 ("Third Party Components"), Section 2.10 ("Third Party Data"), Section 4.3 ("Effect of Termination"), Section 5 ("Confidentiality"), Section 6.2 ("Disclaimer"), Section 7 ("Limitation of Liability"), Section 8 ("Indemnification"), Section 9 ("Miscellaneous Provisions"), Schedule B ("Transition Assistance") and this Section 4.4 ("Survival").

5. CONFIDENTIALITY.

- 5.1 **Definition of Confidential Information.** For the purposes of this Agreement, "Confidential Information" means: (a) with respect to Mark43, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding Mark43's legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non-public information or material regarding Subscriber's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any

action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.

- 5.2 Use and Disclosure of Confidential Information.** The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) subject to Section 5.4 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.
- 5.3 Protection of Confidential Information.** The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).
- 5.4 Employee and Independent Contractor Compliance.** The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.
- 5.5 Required Disclosures.** If a party is requested to disclose any of the other party's Confidential Information pursuant to any judicial or governmental order, that party will not disclose the Confidential Information without first giving the other party written notice of the request and sufficient opportunity to contest the order, to the extent such notice and opportunity to contest may be lawfully given. If one party is nonetheless legally compelled to disclose Confidential Information, such party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal. Without limiting the foregoing, Subscriber shall notify Mark43 of any requests for records relating to Mark43 (including, without limitation, user guides or Documentation, or documents submitted by Mark43 in response to the RFP) within 24 hours of receipt of the request and provide Mark43 with at least twenty-one (21) days' notice before disclosing any such records. Without limiting the foregoing, Subscriber further agrees to indemnify and hold harmless Mark43, its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from all claims, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and expert and consulting fees), incurred or expended by Mark43 in connection with a request for the disclosure of Subscriber Data.
- 5.6 Information Collected Through SaaS Services.** Subscriber is solely responsible for compliance with applicable laws related to the manner in which Subscriber chooses to use the Services, including Subscriber's transfer and processing of Subscriber Data. Subscriber understands and agrees that when it uses certain features of the SaaS Services, certain information and data may be collected from Authorized Users, including monitoring and recording activity, and tracking physical location, which may include personal identifying information. Subscriber agrees that Mark43 may use such information to (i) provide more effective Services, (ii) to develop and test its Services, (iii) to aggregate such information and combine it with that of other Users, and (iv) to use anonymous aggregate data to improve the Services or for marketing, research or other business purposes. Provision of Services may involve the disclosure of such information to Vendors or Affiliates on the condition that they agree to treat such information in a manner substantially in accordance with this Agreement. Subscriber may revoke its consent to Mark43's collecting and using such data at any time by written notice to Mark43; provided, however, that Subscriber agrees that such revocation of consent may impair or render impossible the Subscriber's use of the SaaS Services.

6. REPRESENTATIONS AND WARRANTIES.

- 6.1 Power and Authority.** Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term of this Agreement. Subscriber further represents that it has not received federal funding in connection with procurement under this Agreement.
- 6.2 No Other Warranties.** Use of the SaaS Services is not intended to be a substitute for the professional judgment of dispatchers, law enforcement officers, or first responders. The SaaS Services do not provide legal advice. Subscriber shall be responsible for all its own actions or failure to act in connection with the SaaS Services. Mark43 cannot guarantee that every error in the SaaS Services or problem raised by Subscriber will be resolved. THE SERVICES, THE THIRD PARTY COMPONENTS, AND THE THIRD PARTY DATA ARE PROVIDED "AS IS." MARK43 ASSUMES NO RESPONSIBILITY OR RISK FOR SUBSCRIBER'S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED THROUGH THE SAAS SERVICES. MARK43 MAKES NO WARRANTY THAT THE SERVICES WILL BE COMPLIANT WITH ANY REQUIREMENTS OF CJIS (CRIMINAL JUSTICE INFORMATION SERVICES) OR CLETS (CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM) OR ANY EQUIVALENT. DUE TO THE NATURE OF SOFTWARE AND THE INTERNET, MARK43 CANNOT GUARANTEE THAT EVERY ERROR IN THE SAAS SERVICES OR PROBLEM RAISED BY SUBSCRIBER WILL BE RESOLVED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6 NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SERVICES, THE THIRD PARTY COMPONENTS, THE THIRD PARTY DATA OR THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION OR THAT THE SERVICES, THIRD-PARTY COMPONENTS AND THIRD-PARTY DATA ARE UP TO DATE, ACCURATE OR COMPLETE, SECURE FROM LOSS OR DAMAGE, OR FREE OF HARMFUL COMPONENTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. To the extent that a party may not as a matter of Applicable Law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

7. LIMITATION OF LIABILITY.

- 7.1 Liability Exclusion.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE, OR FAILURE OF, OF THE SERVICES, THE THIRD PARTY COMPONENTS OR THE THIRD PARTY DATA PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, ENVIRONMENTAL DAMAGE, LOSS OF PROFITS, REVENUES, ANTICIPATED SAVINGS, CUSTOMERS, OPPORTUNITIES, DAMAGE TO PRIVACY, REPUTATION OR GOODWILL OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- 7.2 Limitation of Damages.** MARK43'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO MARK43 BY SUBSCRIBER DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES. MARK43 SHALL HAVE NO LIABILITY ARISING OUT OF OR RELATING TO THE THIRD-PARTY COMPONENTS OR THE THIRD-PARTY DATA.
- 7.3 Exceptions.** NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 7.1 AND SECTION 7.2 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. INDEMNIFICATION.

8.1 Indemnification by Mark43. Mark43 will defend, indemnify and hold harmless Subscriber and its Authorized Users, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and expert and consulting fees) in connection with any third party claim arising after the Effective Date that the use of the SaaS Services (excluding any open source software) in accordance with this Agreement infringes or misappropriates the United States intellectual property rights of third party; provided, however, that the foregoing obligations shall be subject to Subscriber (a) promptly notifying Mark43 of the claim, (b) providing Mark43 with reasonable cooperation in the defense of the claim when Subscriber becomes aware and (c) providing Mark43 with sole control over the defense and negotiations for a settlement or compromise; provided, however, that Mark43 shall not enter into any such settlement without Subscriber's prior written consent, which consent will not be unreasonably withheld, and that Subscriber shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing. Notwithstanding the foregoing, Mark43 shall have no obligation with respect to a third party claim to the extent the third party claim arises from: (s) claims arising out of acts or omissions of Subscriber or its users, employees or contractors; (t) claims brought by Subscriber or its Affiliates or Authorized Users; (u) claims arising from the use of old versions software after receipt of modified or updated versions of software; (v) claims arising from the use of Third Party Applications, Third Party Components or Third Party Data; (x) use of the SaaS Services in combination with modules, apparatus, hardware, software, or services not authorized by Mark43 or specified in the Documentation for use with the SaaS Services; (y) use of the SaaS Services in a manner that is not in accordance with this Agreement or the Documentation; (z) the alteration or modification of the SaaS Services by a party other than Mark43, unless such alterations and modifications were authorized by Mark43 or specified in the Documentation for use with the SaaS Services.

8.2 Indemnification by Subscriber. Subscriber will defend, indemnify and hold harmless Mark43 and its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and expert and consulting fees) in connection with (I) any third party claim arising from or relating to (i) any allegation that any data, product specifications, information or materials provided by Subscriber hereunder, including, without limitation, the Subscriber Data and Third Party Applications, when used in connection with the SaaS Services: (a) infringes or misappropriates any Intellectual Property Rights of a third party, or (b) violates any Applicable Laws; (ii) the actual or alleged violation of Applicable Law by Subscriber, any Authorized User, or any Affiliate, employee, agent or independent contractor of Subscriber; or (iii) Subscriber's breach of this Agreement; provided, however, that the foregoing obligations shall be subject to Mark43 (x) promptly notifying Subscriber of the claim, (y) providing Subscriber with reasonable cooperation in the defense of the claim and (z) providing Subscriber with sole control over the defense and negotiations for a settlement or compromise; provided, however, that Subscriber shall not enter into any such settlement without Mark43's prior written consent, which consent will not be unreasonably withheld, and that Mark43 shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing; (II) disabling a connection to a Third Party Application at Subscriber's request; (III) Subscriber's actions or failure to act, resulting in any third-party claim for personal injury or death, damage to personal property or reputation, environmental damage, interference with contract or employment, or violation of privacy; (IV) any request pursuant to a judicial or governmental order or other similar process, including but not limited to a subpoena or FOIA request or discovery request, seeking the disclosure of any Subscriber Data. For the avoidance of doubt, and without limiting the foregoing, Subscriber hereby acknowledges that Mark43 shall have no implicit or explicit obligation to challenge, oppose or defend against any request described in Clause (IV) of this subsection unless and until Subscriber reaffirms that it will honor its indemnification obligations as provided herein.

9. MISCELLANEOUS.

9.1 Notices. Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first:

If to Mark43:

Mark43, Inc.
28 E. 28th Street
12th Floor
New York, NY 10016
Attn: David Jochim

If to Subscriber:

City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
Attn: Paul Keith

Copy to:

Mark43, Inc.
28 E. 28th Street
12th Floor
New York, NY 10016
Attn: General Counsel

Copy to:

City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
Attn: City Attorney

- 9.2 **Assignment.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.
- 9.3 **[Reserved]**
- 9.4 **Force Majeure.** Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
- 9.5 **No Waiver.** The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.
- 9.6 **Amendment.** No modification, change or amendment to this Agreement shall be effective unless in writing signed by Subscriber and Mark43. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by Subscriber and Mark43.
- 9.7 **Relationship of the Parties.** The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.
- 9.8 **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.
- 9.9 **Headings.** The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.
- 9.10 **Counterparts.** This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute

one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.

- 9.11 Cumulative Remedies.** All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 9.12 Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.
- 9.13 Compliance with Laws.** Each party shall comply with all Applicable Laws relating or pertaining to the use of the Services. Subscriber shall ensure that its use of all Subscriber Data complies with all Applicable Laws relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the End User Data covered by this Agreement. "Applicable Laws" means all applicable provisions of all (x) constitutions, treaties, statutes, laws (including the common law), rules, directives, regulations, ordinances, codes or orders of any governmental authority and (y) orders, decisions, injunctions, judgments, awards and decrees and consents of or agreements with any such entity. Each party shall comply with local anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act, as well as any other applicable laws and regulations. In connection with its performance under the Agreement, neither party shall directly or indirectly: (A) offer, pay, promise to pay, or authorize the payment of any money, gift or other thing of value to any person who is an official, agent, employee, or representative of any government or instrumentality thereof or to any candidate for political or political party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing of value will be offered, given, or promised, directly or indirectly, to any such official, agent, employee, or representative of any government or political party, political party official or candidate; (B) offer, promise or give any person working for, or engaged by, the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or (C) request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement. Each party represents and warrants that it shall be responsible for compliance with this provision by all third parties engaged by it to perform services related to this Agreement and shall require that such third parties agree to comply with all legal requirements required of such party under this Agreement.
- 9.14 Entire Agreement.** This Agreement supersedes all previous understandings, agreements and representations between the parties, written or oral and constitutes the entire agreement and understanding between the parties with respect to the subject matter thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MARK43, INC.

By: 
Title: VP of Finance
Date: 7/21/17

EL CERRITO POLICE DEPARTMENT

By: 
Title: City Manager
Date: 7/20/17

[Updated 7/19/17]

SCHEDULE A
Services Schedule

1. **Services.** The Services covered by this Agreement consists of the following:

a. **Professional Services:**

County Message Switch (CLETS queries from within CAD and RMS)
Cop Logic
Contra Costa ARIES
Crime Reports
Zoll Tablet PCR
First Watch
Crime Mapping
Zoll FireRMS
Priority Dispatch ProQA
Mobile PD
Tri-Tech AMR
Rip-N-Run Interface or similar feature
Zetron Ringdown
Cogent Livescan
Temporary interface from New World CAD to Mark43 RMS
Provision of two servers to be installed at El Cerrito Police Department
Data conversion from one existing database to Mark43 RMS

b. **SaaS Services:**

- i. The Applications to be provided are described as follows:

Records Management System

Field Contact & Offense Reporting
Incident Reporting
Arrest & Booking
DUI Arrest
Automatic UCR & NIBRS coding
Exported PDF Forms
Custom Units, Teams and User Roles
Configurable Report Approval Chains
Dynamic Master Entity Profiles
Image, Video, and Audio file uploads
Permission-based Read/Write Privileges
User Specific Reports Dashboard
Advanced Search
Rich Text Formatting
Auto-Validation of Fields, Locations and People
Configurable Fields
Smart Duplicate Data Entry Logic and Prevention
Configure all mandated NCIC Masks for Mark43 RMS

Computer Aided Dispatch

Call Taking and Dispatching
Event Management
Call Processing
Automatic Vehicle Location Mapping (Integration)
Unit Management and Monitoring
Call Management
Silent Dispatch
Command Line Functionality
FireCAD Run Card and Dispatch Capabilities

Mark43 Evidence

Immutable Chain of Custody
Master Item Profile

Chain of Custody Validations and Guardrails
Digitally capture signatures and photo ID's
Batch Label Printing
Support for Zebra Printing
Storage Location Setup and Customization
Mobile Application (barcode scanning)
Automated disposition approval process with customizable retention periods

Mark43 Case Management

The Mark43 RMS case management module interfaces directly with reports written in the RMS and enables pulling of data from multiple disparate incidents into one investigation.

- ii. Upon completion of the Professional Services, Mark43 will provide Subscriber with the SaaS Services for the Fees set forth in Section 4 below (the "**Regular Usage Period**"). The parties anticipate that the Regular Usage Period will commence on or about **September 15, 2017**.
2. **Initial Term.** The Initial Term is two (2) years commencing on the Effective Date.
3. **Renewal Terms.** Any Renewal Terms shall be for a period of 1 year.
4. **Fees.** The Fee for the Initial Term is \$46,170.00 per year.

Mark43 Pricing is based on the number of sworn officers employed directly or indirectly by Subscriber at the time the Order Form is signed. In the event that Subscriber increases its number of employed sworn officers during the Term by more than 10 percent (10%), then the annual fee shall increase by \$1000 per sworn officer in excess of 45.
Mark43 will notify Subscriber of any changes to the Fees for a Renewal Term at least forty-five (45) days prior to the start of the Renewal Term.
5. **Payment Schedule.** Subscriber will pay the Fees on the following schedule:
 - a. **Initial Term: \$46,170.00 per year.** The annual fee for the first full year of the Regular Usage Period is due in full in advance on the first day of the Regular Usage Period, and for subsequent years the annual fee is due in full on the anniversary of such date.
 - b. **Renewal Term:** Fees for any Renewal Term will be paid on the first day of the Renewal Term.
6. **Support Services.** As part of the SaaS Services, subject to Section 2.4, Mark43 shall establish, sufficiently staff and maintain the organization and processes necessary to provide telephone and/or email based technical support, troubleshooting, error identification, isolation and remediation, and other assistance directly to Subscriber and its Authorized Users to support Subscriber's use, deployment and validation of the SaaS Services on a 24x7 basis, and after normal business hours and on holidays, as necessary to support Mark43's obligations under this Agreement. The contact information for Mark43's technical support organization is Support@mark43.com and Mark43 will notify Subscriber in writing of any changes no less than 5 days in advance. Mark43 shall provide Subscriber with online access to its known-problem database and any other resource containing information that will aid in problem and error resolution and correction, as well as any other technical resources made electronically available to any of Mark43's other customers. The Mark43 account manager or primary point of contact for Subscriber with respect to this Agreement will be Matt Neal (matt.neal@mark43.com).
7. **Service Levels.** Mark43 shall provide the Applications in accordance with the following services levels.
 - a. **Service Levels for the Records Management System and Evidence Management Applications (hereinafter, "RMS").**
 - i. **RMS Availability.** During any calendar month of a Regular Usage Period, the RMS shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the RMS ("**RMS Scheduled Downtime**"); provided, however, that Mark43 is not responsible for any downtime of the RMS caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein; provided, further, that Mark43 shall be responsible for any downtime of RMS caused by Integrated Third Party Software (as defined below) solely to the extent specified in Section 7I below ("**Service Levels for Integrated Third Party Software**"). Mark43 shall provide Subscriber with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (defined below) of the RMS, as well as continual periodic updates during the unscheduled

downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the RMS shall be available.

- ii. **RMS Service Credits.** In the event that Mark43 fails to make the RMS available at least 99.9% of the time in any given month during the Regular Usage Period due to RMS Unavailability (as defined below), Mark43 will credit the Subscriber's account for the unavailable RMS as follows:

RMS Availability (Monthly)	Credit Percentage
Above 99.9%	0%
99.8 – 99.0%	10%
98.9 – 98.0%	20%
Below 97.9%	30%

"RMS Unavailability" is defined as the percentage of minutes per month in which the RMS is completely and generally unavailable for Subscriber's use (but not the use of any one Authorized User), provided that RMS Unavailability does not include any unavailability attributable to: (a) RMS Scheduled Downtime for maintenance (whether by Mark43, by a vendor, or by Subscriber); (b) acts or omissions of Subscriber or any Subscriber user of the RMS; (c) server downtime related to connectivity issues resulting from Third Party-managed VPN access to hosted server or Subscriber internal network problems; (d) defects or bugs in the Applications or Software caused by Subscriber, any Authorized User, or any Affiliate, employee, agent or independent contractor of Subscriber; or (e) any other cause(s) beyond Mark43's reasonable control, including but not limited to those caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), Third Party Components, overall internet congestion or a force majeure. Subscriber will be responsible for immediately notifying Mark43 of all Third Party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise.

"Credit Percentage" means the applicable percentage of the portion of the Fees attributable to Services in the calendar month in which the RMS Unavailability occurs. For example, if Subscriber has paid Mark43 \$1,000 for one year of a Regular Usage Period, and the RMS Availability falls to 99.5% during any calendar month in that year, then Mark43 will owe Subscriber a 10% credit on that month's portion of the Fee, or: $\$1,000/12 = \83.33 per month, and $10\% \text{ of } \$83.33 = \8.33 . In this example, Mark43 would owe Subscriber \$8.33 in credit for the month in which RMS Availability fell to 99.5%.

In order to receive this credit, Subscriber must notify Mark43 in writing within fifteen (15) days following the end of the month the RMS Unavailability occurred. All claims are subject to review and verification by Mark43 prior to any credits being granted. Mark43 will acknowledge credit requests within fifteen (15) business days of receipt and will inform Subscriber whether such claim request is approved or denied. The issuance of RMS Service Credit by Mark43 hereunder is Subscriber's sole and exclusive remedy for any failure by Mark43 to satisfy the service levels set forth in this Section 7(a).

b. **Service Levels for the Computer Aided Dispatch Application (CAD).**

- i. **CAD Availability.** During any calendar month of a Regular Usage Period, CAD shall be available to Subscriber no less than 99.95% of the time on a 24x7 basis, excluding scheduled maintenance of CAD ("CAD Scheduled Downtime"); provided, however, that Mark43 shall not be responsible for downtime of CAD under this section caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein. Any CAD Scheduled Downtime shall be scheduled on minimal traffic days whenever possible. The parties agree that the total amount of CAD Scheduled Downtime shall not exceed 60 minutes during any 30-day period. Mark43 shall provide Subscriber with immediate telephone notification to the point of contact set forth in the Agreement as soon as it becomes aware of any actual or potential unavailability of CAD other than CAD Scheduled Downtime ("CAD Unscheduled Downtime"), as well as continual periodic updates during the CAD Unscheduled Downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the CAD shall be available.

- ii. **Error Response and Resolution.** When reporting a failure of the CAD to Mark43 (a "CAD Error"), Subscriber shall identify the CAD Error as a Severity Level 1, 2, or 3 (each defined below) based on Subscriber's initial evaluation. If Mark43 becomes aware of a Severity Level 1 or 2 CAD Error, Mark43 shall promptly, but in no event to exceed the Initial Response timeframe in the chart set forth below, notify Subscriber, and such notice shall identify the CAD Error as a Severity Level 1 or 2 CAD Error based on Mark43's initial evaluation. Mark43 and Subscriber shall cooperate in good faith to jointly

determine whether a CAD Error is a Severity Level 1, 2, or 3 CAD Error; provided, however, that in the event that Mark43 and Subscriber cannot come to such joint determination despite such good faith cooperation, Mark43's determination shall control. Subscriber may report to Mark43 any Severity Level 1 or 2 CAD Error 24 hours per day, 7 days per week, and any Severity Level 3 CAD Error during Mark43's normal business hours. Upon notification by Subscriber of a CAD Error, Mark43 shall commence and diligently pursue correction of such CAD Error, at all times employing at least the level of effort ("**Level of Effort**") designated in the chart set forth below and in all instances providing an Initial Response, temporary resolution or fix (a "**Work Around**") and a permanent fix (a "**Permanent Correction**") to Subscriber within the timeframes in the chart set forth below, as measured from the earlier of the time that Subscriber notifies Mark43 or Mark43 first becomes aware of a CAD Error. Mark43 shall provide Subscriber with updates to the status of Mark43's efforts (the "**Status Updates**") by telephone, email or such other means as may be reasonably designated by Subscriber from time to time, no less frequently than the timeframes identified in the chart set forth below. For the avoidance of doubt, a CAD Error does not include, and Mark43 will not be responsible for, any feature or functionality of the CAD that is not set forth in Section 1(b)(i)(2) of this Schedule A or in a project plan created for Subscriber by Mark43.

1. "**Severity Level 1 CAD Error**" means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, renders the CAD or any material portion thereof inoperative, or materially impairs use of the CAD in a production environment. Examples of Severity Level 1 CAD Errors include, without limitation, situations in which the CAD are inoperable and causing dispatchers to experience a total loss of service, continuous or frequent instabilities, a loss of connectivity or inability to communicate as intended, or there is an inability to process transactions, the creation of a hazard or emergency, or the inability to use a primary feature or function of the CAD.
2. "**Severity Level 2 CAD Error**" means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, substantially impairs use of one or more features or functions of the CAD, which constitute less than a material portion thereof, in a production environment, or any CAD Error occurring in a testing or other non-production environment that, if occurring in a production environment, would constitute a Severity Level 1 CAD Error. Examples of Severity Level 2 CAD Errors include, without limitation, situations in which a CAD Error is causing intermittent impact to dispatchers, loss of redundancy, loss of routine, administrative or diagnostic capability, or inability to use a secondary feature or function of the CAD.
3. "**Severity Level 3 CAD Error**" means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, has a minimal impact on the performance or operation of the CAD. Examples of Severity Level 3 CAD Errors include, without limitation, a CAD Error having only a minimal impact on dispatchers and CAD Errors seen in a test or other non-production environment that, if deployed in a production environment, would not constitute a Severity Level 1 CAD Error.

Severity Level	Level of Effort	Initial Response	Work Around	Permanent Correction	Status Updates
1	Continuous best efforts, 24 hours per day, 7 days per week	Immediate, but in no event to exceed 30 minutes	6 hours	3 calendar days	Every 3 hours prior to a Work Around and every calendar day thereafter
2	Commercially reasonable efforts, 24 hours per day, 7 days per week	1 hour	24 hours	5 calendar days	Every 6 hours prior to a Work Around and every calendar day thereafter
3	Commercially reasonable efforts, during normal business hours	1 Business Day	10 Business Days	20 Business Days	Every 2 Business Days prior to a Work Around and every 5 Business Days thereafter

CAD Service Credits. Mark43's failure to meet the CAD services levels set forth in Section 7(b) during any calendar month of a Regular Usage Period entitles Subscriber to Fee credits (the "**CAD Service Credit(s)**") calculated as set forth below. Any CAD Service Credits owed to Subscriber hereunder shall offset against any subsequent Fees owed by Subscriber and shall be Subscriber's sole and exclusive remedy with respect to Mark43's failure to provide the CAD. If Mark43 fails to meet the CAD service levels set forth in this

Section 7(b) in any applicable calendar month during the Regular Usage Period, then Mark43 shall credit Subscriber five percent (5%) of the portion of the Fees attributable to CAD Services in the calendar month in which such CAD service level failure occurs. The applicable CAD Service Credits will be applied to the next invoice. Only one CAD Service Credit for failure to meet the applicable service level shall be granted for each Service in a calendar month of the Regular Usage Period.

- c. **Service Levels for Integrated Third Party Software.** Notwithstanding anything else to the contrary contained herein, Mark43 shall be responsible for any downtime of or related to the Applications or Integrated Third Party Software (as defined below) that is caused by Integrated Third Party Software solely to the extent specified in this Section 7(c). Credit Percentages Service Credits referenced elsewhere in this Contract shall not apply to downtime caused by Integrated Third Party Software or the integrations or connections to Integrated Third Party Software.
 - i. **Availability of Third Party Applications.** The Statement of Work will outline specific Third Party Application integrations (the "**Integrated Third Party Software**") to be performed by Mark43 during the Professional Services Period, and the Subscriber's and Mark43's respective rights regarding acceptance of those Services. During the Regular Usage Period, the Integrated Third Party Software shall be operational no less than 99.9% of the time on a 24x7 basis, excluding any scheduled maintenance of the Integrated Third Party Software (whether scheduled by Mark43 or by the third party provider, the "**Integration Scheduled Downtime**"); provided, however, that Mark43 shall not be responsible for downtime caused by upgrades or updates to Integrated Third Party Software of which Mark43 does not receive the requisite advance notice, and such downtime will not count against the service levels promised herein. Mark43 agrees that it shall schedule any Integration Scheduled Downtime on minimal traffic days whenever possible. The Parties further agree that Mark43 shall not schedule in excess of 90 minutes of Integration Scheduled Downtime in during any 30-day period. Mark43 shall provide Subscriber with immediate telephone notification to the point of contact set forth in the Contract as soon as it becomes aware of any actual or potential unavailability of an Integration other than Integration Scheduled Downtime ("**Integration Unscheduled Downtime**"), as well as continual periodic updates during the Integration Unscheduled Downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the Integration shall be available.
 - ii. **Responsibilities for Planned Updates.** Subscriber shall provide Mark43 with prompt notice, and in no case fewer than forty-five (45) days' advance notice, of any update by the Third Party provider of Integrated Third Party Software. Mark43 shall undertake commercially reasonable efforts to patch, repair or update the Software in order to integrate it with the updated Integrated Third Party Software.
 - iii. **Responsibilities for Planned Upgrades.** Subscriber shall provide Mark43 with prompt notice, and in no case fewer than ninety (90) days' advance notice, of any planned upgrade by the Third Party provider of Integrated Third Party Software. Mark43 shall evaluate the time and resources required to patch, repair or update the Software in order to integrate it with the upgraded Integrated Third Party Software. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price) on which Mark43 would develop a patch, repair, update or Upgrade to integrate the Software with the Integrated Third Party Software.

SCHEDULE B
Transition Assistance

Upon termination of the Agreement for any reason, and subject to all Fees due being paid in full, Mark43 will create searchable PDFs of each record (each, a "**Record**") and provide them to the Subscriber for download. Subscriber may request, and Mark43 will consider, other formats in which to create the Records, but the final format of all Records will be determined in Mark43's sole discretion. Records can be uploaded to Subscriber's new records management system by the Subscriber or its new vendor.

1. Preparation

- a. The Subscriber will provide the desired cutoff date of the SaaS Services (the "**Cutoff Date**"), at which time all existing user accounts will be terminated.
- b. Mark43 will provide one (1) account for the Subscriber to access a web-based storage platform to retrieve Subscriber documents and Records (the "**Transition Account**"). The Transition Account will be available to Subscriber for thirty (30) days prior to the Cutoff Date.

2. Content

- a. Each Report in the RMS will be recreated as a searchable PDF (or other mutually agreed to format as described above) using the standard the RMS format then in use.
- b. All archive files will be accessible via the internet on the Cutoff Date.

3. Support

- a. Mark43 will maintain Subscriber Data in the RMS for up to 2 years following the Cutoff Date.
- b. Mark43 will maintain Subscriber PDF archives for up to 2 years following the Cutoff Date.
- c. Mark43 will resolve any issues it deems to be the result of errors in the RMS platform or export process for a period of six (6) months after the Cutoff Date.
- d. At Subscriber's written request, no less than 2 years after the Cutoff Date, Mark43 will delete Subscriber Data from all Mark43 online systems (e.g. primary database, replica databases, search databases, application caches, etc.) other than database backups, audit logs and server system logs.
- e. Within 6 months from the date of deletion of Subscriber Data from all Mark43 online systems, all Subscriber Data will be erased from database backups.
- f. Notwithstanding the foregoing, Mark43 reserves the right to retain Subscriber Data on audit logs and server system logs and in support tickets, support requests and direct communications with Mark43.

Transition Assistance as outlined in this Schedule B is included in the Fees charged to Subscriber for the Services. Fees are due and payable up to the Cutoff Date. In the event that any Fees have not been paid as required in this Agreement, Mark43 may retain all Records and decline to provide the support outlined in Section 3 of Schedule B above until such Fees are paid in full.

SCHEDULE C

Technical Requirements

Workstation Requirements

	CAD Dispatch Workstation	RMS Dispatch Workstation
Operating Systems Supported	Windows 7 and higher	Windows 7 and higher
Processor	Quad-core Intel processor	Single, quad-core Intel processor
Memory	4 GB	4 GB
Network Card Speed	2 Mbps	2 Mbps
Screen Resolutions Supported	1920x1080	1024x768
Hard Disk Space Required	256GB SSD Disk Drive	80GB
Monitor	Dual 24 inch, flat panel, monitors	Dual 24 inch, flat panel, monitors
Additional Applications Software and Versions	Mark43 systems do not require any 3rd party software or plugins.	Mark43 systems do not require any 3rd party software or plugins.
Graphics Card Recommended	2, 512 MB NVIDIA Quadro NVS 310, 4MON	2, 512 MB NVIDIA Quadro NVS 310, 4MON

	CAD Non-Dispatch Workstation	RMS Non-Dispatch Workstation
Operating Systems Supported	Windows 7 and higher	Windows 7 and higher
Processor	Single, quad-core Intel processor	Single, quad-core Intel processor
Memory	4GB	4GB
Network Card Speed	1 Mbps or above internet connection. Lower speeds are possible but will result in degraded service.	1 Mbps or above internet connection. Lower speeds are possible but will result in degraded service.
Screen Resolutions Supported	1920x1080	1024x768
Hard Disk Space Required	256GB SSD Disk Drive	80GB
Monitor	24 inch, flat panel, monitors	24 inch, flat panel, monitors
Additional Applications Software and Versions	Mark43 systems do not require any 3rd party software or plugins.	Mark43 systems do not require any 3rd party software or plugins.
Graphics Card Recommended	2, 512 MB NVIDIA Quadro NVS 310, 4MON	2, 512 MB NVIDIA Quadro NVS 310, 4MON

	CAD Non-Dispatch Mobile Laptop	RMS Non-Dispatch Mobile Laptop
Operating Systems Supported	Windows 7 and higher	Windows 7 and higher
Processor	Single, quad-core Intel processor	Single, quad-core Intel processor

[Updated 7/19/17]

Memory	4GB	4GB
Network Card Speed	1 Mbps or above internet connection. Lower speeds are possible but will result in degraded service.	1 Mbps or above internet connection. Lower speeds are possible but will result in degraded service.
Screen Resolutions Supported	1024x768	1024x768
Hard Disk Space Required	80GB	80GB
Monitor	13"	13"
Additional Applications Software and Versions	Mark43 systems do not require any 3rd party software or plugins.	Mark43 systems do not require any 3rd party software or plugins.

Browser Requirements

Since the Mark43 platform is web-based, it can be accessed from any web browser. Mark43 requires using a modern web browser to access the system. IE 9+, Edge, Safari (latest), Firefox (latest), Chrome (latest) are all supported. However, we recommend Chrome as it updates to the latest version automatically and is proven high performance. As far as devices that work with Mark43, we are hardware agnostic as long as a modern browser is supported. Deployed departments have used Panasonic Toughbooks as well as Getac tablets.

Interface Server Requirements

If 3rd party integrations are required, an interface server may be installed on site. The requirements of this server are:

	Requirements
Sever Purpose	Servers only required for interfacing with 3rd party applications. Mark43 systems are cloud based and require no server hardware on-premise.
Operating System	RHEL 7, CentOS 7
Processor speed & quantity	3.1 Ghz
Cores per processor	2
Memory	8GB
Network Card Speed	2 Mbps
Network Card Quantity	1 NIC (2 NICs at 1 GBPS or greater preferred)
Screen Resolution	1024x768
Hard Disk Space Required	250GB
Hard Disk Space Drive Configuration	500GB

[Updated 7/19/17]

Networking/Firewall:

Inbound	Outbound	VPN	User Accounts
SSH over client VPN	All	Mark43 needs ability to SSH to the interface server over our client VPN	Admin user accounts for personnel with client VPN access.

Internet Connectivity Requirements

Mark43's software-as-a-service platform is accessed via web browser and requires Subscriber to connect via an active internet connection.

In office, Mark43 requires a 1 GB internet connection along with a backup internet service provider line for redundancy purposes. In the field, Mark43 recommends a 4G LTE connection for best performance.

[Updated 7/19/17]



ORDER FORM

Mark43, Inc.

8 West 40th Street, 2nd Floor
New York, NY 10018

Quote Number: Q-02321.1

Offer Valid Through: Aug 1, 2026

Sales Contact: Kyle Sebestyen
kyle.sebestyen@mark43.com

Bill to:

Subscriber Name: El Cerrito Police
Department
Address: 10900 San Pablo Ave
El Cerrito, CA 94530
Billing Frequency: Annual
Payment Terms: Net 30

Start Date: 7/25/2026

End Date: 7/24/2027

Billing Contact: Chief Paul Keith

Billing Contact Email: pkeith@ci.el-cerrito.ca.us

Purchase Order. Is a purchase order required by Subscriber to purchase? Yes _____ No _____

SaaS Services. Product descriptions for the Services noted below are set forth at <https://mark43.com/Mark43-Product-Catalogue>:

SKU	Year 1 SaaS and Recurring Services	Qty (if applicable)
RMS 1	RMS Core	Not to Exceed 42 total sworn
CAD 1	CAD Dispatcher/Call-Taker	Not to Exceed 42 Telecommunicators
	Subtotal	\$56,196.00

Total SaaS Services	\$56,196.00
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Renewal Term and Pricing. Unless Subscriber provides **60 days'** notice of termination prior to the End Date, the SaaS Services will auto-renew for a 1 year term at an increase of 5% year over year for each year of the renewal term. Additional increases may be applied at any time during the Term if required quantities increase.

Invoicing and Payment. Subscription Fees are payable upfront annually. Mark43 will issue the first invoice on or after the effective date of this Order Form and each subsequent invoice (if any) on or after the anniversary thereof. Subscriber shall pay all invoices to Mark43's nominated bank account within thirty (30) days of the date of the invoice.

Payment Schedule	Due Date	Amount Due
Year 1 Payment(s)	Order Form Start Date	\$56,196.00
Total		\$56,196.00

This Order Form is entered into in accordance with and it incorporates the terms of the Software License and Services Agreement and any attached schedules (the "SLSA" or "Agreement"). Except as otherwise provided in this

Order Form, previously executed Order Form(s) remain in effect. This Order Form does not incorporate any other terms, whether oral or written, and whether contained in a purchase order or otherwise and, for the avoidance of doubt, prevails over any terms contained therein. By signing below, the parties agree to be bound by the terms of this Order Form. Each party represents and warrants that this Order Form is executed by a duly authorized legal representative of such party. This Order Form may be executed in counterparts (including electronic copies) each of which will be deemed an original, with all counterparts constituting one agreement.

Mark43, Inc.

Name:

Title:

Signature:

Date:

Subscriber

Name:

Title:

Signature:

Date:



AGENDA BILL

Agenda Item No. 6.H.

Date: September 15, 2026
To: El Cerrito City Council
From: Bridget Cooney, Recreation Supervisor; Christopher Jones, Recreation Director, Recreation Department
Subject: Spending Authority and Contract Amendment for Universal Building Services

ACTION PROPOSED

Adopt a resolution authorizing the City Manager to execute an amendment to the general services agreement for Universal Building Services and approving spending authority for an amount not to exceed \$73,000 in fiscal year 2026-27.

BACKGROUND

Resolution 2017-71A, adopted by the City Council on October 3, 2017, authorizes the City Manager to purchase goods and services and enter into professional services agreements up to \$45,000 without City Council approval, and requires Council approval for any purchases or professional service agreements exceeding \$45,000 with a single vendor in a fiscal year. The City's Procurement Policy (Administrative Policy III-1) sets the guidelines and thresholds for these purchases and outlines the procedures for using purchase orders. Services performed for the City require a contract and insurance verification, while purchases of goods and supplies typically do not.

Consistent with the Procurement Policy, staff is seeking approval to exceed the \$45,000 threshold for purchases with Universal Building Services (UBS) for custodial services and supplies on an as-needed basis throughout the year. All purchases covered by this agenda bill are included in the FY2026-27 Budget and do not require additional appropriation authority from the City Council.

ANALYSIS

On February 1, 2022, the City entered into an agreement with Universal Building Services (UBS) to provide temporary custodial services at City Hall, the Corporation Yard, the Recycling Center and the Swim Center due to an unexpected Custodian vacancy. UBS was already performing satisfactory custodial services at the El Cerrito Library. The agreement, which is managed and primarily funded through the Recreation Department's budget, has been extended as needed to maintain uninterrupted cleaning and maintenance services.

In addition to custodial services, the City also purchases cleaning supplies from UBS for City parks, the El Cerrito Library, and the three fire stations within El Cerrito and Kensington.

Since the agreement began, two additional custodial staff members have retired, extending staffing shortages and the need for UBS support. The City has continued recruitment efforts to restore full staffing. One of the two vacant Custodian positions was filled in May 2025, and the Lead Custodian position was filled in January 2026. One Custodian position remains vacant, and recruitment for that position opened on September 7, 2026.

Staff anticipate filling the remaining Custodian position no later than December 2026 or January 2027. Until hiring and onboarding are complete, UBS services are needed to maintain required cleaning, disinfecting, and facility maintenance standards at City facilities without interruption.

Staff estimate the total cost of UBS services during this period will not exceed \$73,000, including an approximate 15% contingency, to address any unforeseen service needs or provide one additional month of service if needed while the recruitment process is completed.

This expenditure is accounted for in the City's Fiscal Year 2026-27 Adopted Budget and is covered by salary savings from the Recreation Department. The projected breakdown of costs for services and supplies is detailed in Table 1 below:

TABLE 1 - FISCAL YEAR 2026-27 PROJECTED CITYWIDE UBS EXPENDITURES

Department	Description	Estimated Annual Amount
Public Works	Library Janitorial Services & Supplies	\$16,100
Public Works	Landscape & Park Supplies	\$4,500
Fire	Cleaning Supplies	\$5,000
Recreation	Contract Custodial Services (July to December 2026)	\$40,400
Recreation Contingency	~ 15% (rounded up)	\$7,000
	Total Proposed Expenditures	\$73,000

STRATEGIC PLAN CONSIDERATIONS

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

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

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

All expenses outlined in this agenda bill are included in the FY 2026-27 Budget appropriations approved by the City Council on June 16, 2026. Council authorization is required for the proposed expenditures, as they are expected to exceed \$45,000 with a single vendor within a single fiscal year. However, there is no additional fiscal impact from adopting this resolution, as it is offset by salary savings from a vacant custodial position.

LEGAL CONSIDERATIONS

This section is not applicable to this agenda item.

Reviewed by:A handwritten signature in blue ink, appearing to read 'Karen Pinkos', is written over a light blue grid background.

Karen Pinkos, City Manager

Attachments:

1. Resolution

RESOLUTION 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE GENERAL SERVICES AGREEMENT FOR UNIVERSAL BUILDING SERVICES AND APPROVING SPENDING AUTHORITY FOR AN AMOUNT NOT TO EXCEED \$73,000 IN FISCAL YEAR 2026-27

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

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

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

WHEREAS, the proposed expenditures outlined in this resolution and the associated agenda bill were included in the Council-adopted budget for FY 2026-27 and require no additional appropriation authority due to a vacant custodian position; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes the City Manager to execute an amendment to the General Services Agreement with Universal Building Services and approves expenditures under the amended agreement in an amount not to exceed \$73,000 for Fiscal Year 2026-27.

I CERTIFY that at a regular meeting on September 15, 2026, the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

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

Holly M. Charléty, City Clerk

APPROVED:

Gabe Quinto, Mayor



AGENDA BILL

Agenda Item No. 6.I.

Date: September 15, 2026
To: El Cerrito City Council
From: Karen Pinkos, City Manager, City Management
Subject: Halloween Block Party Pilot Program

ACTION PROPOSED

Adopt a resolution creating a pilot program that waives block party permit fees for participants on October 31 (Halloween).

BACKGROUND/ANALYSIS

Several neighborhoods in El Cerrito are popular for trick-or-treating activities each year on Halloween. Residents have expressed concern about vehicle travel in these neighborhoods with a high concentration of trick-or-treaters. Hosting a block party in these neighborhoods allows for a street closure process for community groups and residents, so that children can safely go door-to-door without many vehicles in the way during Halloween, especially where large groups of children are anticipated.

While the City offers the ability to apply for a block party permit at any time, residents have requested through Mayor Pro Tem Saltzman a low or no-cost option to host a block party on Halloween, similar to National Night Out. The Master Fee Schedule lists the costs for a block party at \$155.00 (\$55.00 for a block party permit and \$100.00 for street closure permit) which accounts for Police Department and Public Works Department staff costs necessary to implement the permit, including delivering barricades for street closures. Only the City Council has the ability to adjust or waive fees that have previously been approved in the Master Fee Schedule.

Staff anticipates creating a pilot program that would allow residents interested in hosting a block party on Saturday, October 31, 2026 to apply for permits at no cost. To reduce the amount of staff time required, the number of no-cost permits would be capped at 10 parties for this first year (first come, first served) and residents would be able to pick up and drop off barricades from the Corporation Yard. Should the City Council agree to waive the fee for the block party permit, staff will promote the program through outreach to the community. The City Council could also choose to reduce the fees instead of waiving the full cost. After the pilot is completed, staff will review the program's success for consideration in the next budget cycle when the Master Fee Schedule is reviewed by the City Council.

STRATEGIC PLAN CONSIDERATIONS

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

- *Community Safety; and*

- *Livability and Belonging.*

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

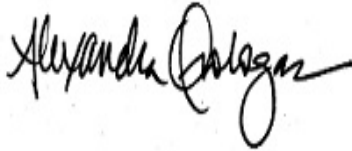
FINANCIAL CONSIDERATIONS

The cost of a block party is \$155.00: \$55.00 for the block party permit and \$100.00 for the street closure permit. These costs account for Police Department and Public Works Department staff costs to implement the work necessary for a street closure, and are included in the 2026-27 Master Fee Schedule as approved by the City Council. Should the City Council waive block party fees for 10 parties, and if all 10 permits are pulled, the City would subsidize those costs in the amount of \$1,550.00. Because staff time would be reduced in this pilot by having residents pick up and drop off barricades from the Corporation Yard, any remaining staff costs incurred would be absorbed within the current budgets for the Police and Public Works Departments.

LEGAL CONSIDERATIONS

The City Attorney has reviewed and approved the item.

Reviewed by:



Alexandra Orologas, Assistant City Manager

Attachments:

1. Resolution

RESOLUTION 2026 - XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO
AUTHORIZING A PILOT PROGRAM TO WAIVE FEES FOR PERMITS FOR BLOCK
PARTIES HELD ON HALLOWEEN

WHEREAS, El Cerrito Municipal Code Section 4.01.010 requires that prior to July 1st of each year, the City Council shall consider and adopt the schedule of all general and special fees and charges to be known as the Master Fee Schedule; and

WHEREAS, the City Council adopted the current Master Fee Schedule in May 2026 for FY 2026-27, and only the City Council may adjust or waive fees previously approved; and

WHEREAS, hosting a neighborhood block party allows for a safe street closure process for community groups and residents to gather; and

WHEREAS, waiving fees for permits for block parties on Halloween is meant to encourage neighborhoods to host block parties so that children can safely go door-to-door without many vehicles in the way during Halloween, especially where large groups of children are anticipated.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it authorizes the City Manager to create a pilot program to waive the permit fees as adopted in the 2026-27 Master Fee Schedule for up to 10 (ten) block parties held on October 31, 2026 (Halloween).

I CERTIFY that at a regular meeting on September 15, 2026, the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

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

Holly M. Charl  ty, City Clerk

APPROVED:

Gabe Quinto, Mayor



AGENDA BILL

Agenda Item No. 6.J.

Date: September 15, 2026
To: El Cerrito City Council
From: Christopher Jones, Recreation Director, Recreation Department
Subject: Agreement with Vermont Systems, Inc.

ACTION PROPOSED

Staff recommend that the City Council adopt a resolution authorizing the City Manager to execute an agreement with Vermont Systems, Inc. (VSI) for continued licensing, maintenance, and support of the RecTrac registration and facility management system for a three-year minimum term with the option to annually extend until canceled, in a total contract not-to-exceed amount of \$90,919.57 over the three-year term, and a separate annual subscription agreement with ePACT for electronic health, emergency, and childcare licensing form automation, for an additional not-to-exceed amount of \$11,500 for the first year of the subscription, with the option to renew annually until canceled.

BACKGROUND

The City has contracted with Vermont Systems, Inc. (VSI) since 2011 for its recreation registration and management software, RecTrac. The system was upgraded to RecTrac 3.1 in 2016 and has served as the Recreation Department's primary platform for program registration, facility reservations, and related functions since that time.

RecTrac supports in-person and online activity registration, facility reservations, pass management, point of sale transactions, and gift card processing. The system also includes installment payment plan options for customers, staff mobile access for field operations, email and text messaging for customer communication, and reporting and business intelligence tools. RecTrac is cloud-hosted, with data and system maintenance managed by VSI. In early June 2026, the Recreation Department launched a mobile app for registration, which was a goal in the City's Strategic Plan.

ANALYSIS

RecTrac Registration Management Software

The current annual subscription contract with VSI for RecTrac is now 15 years old. It is best practice to review and update the City's contracts regularly to ensure the public and the City are receiving services in accordance with current operational needs. Staff have been working with VSI to negotiate a renewed agreement that reflects the Recreation Department's current use of the system and VSI's desire to enter into a longer-term agreement with the City.

The proposed agreement with VSI is for a three-year minimum term, with the option to extend annually thereafter until canceled by either party. Table 1 below shows the proposed pricing including the annual cost of living adjustment of 3 percent per year.

Table 1 – RecTrac Three-Year Contract Term Cost

Fiscal Year 2026-27	\$29,415.24
Fiscal Year 2027-28	\$30,297.70
Fiscal Year 2028-29	\$31,206.63
Total Contract Not-To-Exceed Amount for RecTrac	\$90,919.57

Under these terms, the City would achieve savings of approximately \$6,000 annually compared to the current agreement, while continuing uninterrupted access to the registration, reservation, point of sale, and reporting functions the Recreation Department relies on daily.

ePACT Electronic Form Management Software Staff is also seeking authorization to add an annual subscription to ePACT, a secure digital platform that automates the collection of electronic health, emergency, and childcare licensing and other forms and fully integrates with RecTrac. The ePACT integration will improve safety by providing staff instant mobile access to critical emergency, medical, and contact data and significantly reduce staff time currently spent tracking, collecting, and distributing required forms for childcare, camp and other programs, allowing parents and guardians to submit and update forms electronically and giving staff quicker access to required health and emergency information when needed. It will also improve customer experience by not requiring them to re-enter information that they have previously submitted unless it needs to be updated.

Only two products currently integrate directly with RecTrac for this purpose, ePACT and CampDoc. Staff obtained a quote of \$11,500 for the first year from ePACT and \$11,920 from CampDoc, making ePACT the lower cost option. ePACT is also owned by the same parent company as VSI, which provides a higher level of integration with RecTrac today and is expected to continue improving over time, and which reduces the likelihood that the integration will be discontinued or reduced in the future. The ePACT subscription will begin on the agreement execution date and continue for one year, with the option to renew annually until canceled.

Waiving Competitive Bidding Requirement

Under the City's Administrative Policy III.1, the procurement process would normally include a formal RFP process. However, Section D of Administrative Policy III.1 allows the City to dispense with the formal procurement process in several circumstances, including under Section D.4 when necessary to serve the best interests of the City. Switching to another registration management software would require significant staff time and cost to migrate records and retrain staff, with no significant operational or financial benefit to the City, while continuing with RecTrac maintains consistency for customers and staff who rely on the system daily.

For ePACT, staff considered its only competing integration, CampDoc, and found ePACT to be both the lower cost option and the more strategic choice given its shared ownership with VSI.

While a formal Request for Proposals (RFP) process was not conducted, staff did gather approximate pricing information from other vendors in the recreation registration software market to inform this recommendation. Active.net quoted approximately \$75,000 annually, and CivicRec quoted a range of approximately \$25,000 to \$60,000 annually, with the lower end of that range reflecting a reduced set of capabilities compared to what the City currently has with RecTrac. This information confirms that the proposed VSI agreement for RecTrac remains competitively priced relative to comparable products on the market.

Based on the cost savings achieved, the competitive pricing confirmed through informal market research, and the continuity and operational and financial benefits of remaining with RecTrac, staff recommends that the City Council determine the purchase is in the best interest of the City, waive the formal competitive bidding requirements pursuant to Administrative Policy III.1, Section D.4, and authorize the City Manager to enter into an agreement with Vermont Systems, Inc. for a three-year minimum term, with the option to annually extend until canceled, in an amount not to exceed \$29,415.24 in Fiscal Year 2026-27 and \$90,919.57 total over the three-year term ending on June 30, 2029 (FY 2026-27 not-to-exceed amount of \$29,415.24; FY 2027-28 not-to-exceed amount of \$30,297.70; FY 2028-29 not-to-exceed amount of \$30,297.70; FY 2029-30 not-to-exceed amount of \$31,206.63); and to enter into an annual subscription agreement for ePACT in an amount not to exceed \$11,500 for the first year, with the option to renew annually until canceled.

Regardless of the amounts shown above, all future fiscal year expenditures are subject to annual budget approval and shall not exceed the Council-approved budget amounts.

STRATEGIC PLAN CONSIDERATIONS

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

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

ENVIRONMENTAL CONSIDERATIONS

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

FINANCIAL CONSIDERATIONS

The proposed three-year VSI contract for RecTrac totals \$90,919.57 and provides approximately \$6,000 in annual savings compared to the current agreement reflected in this fiscal year's budget. The additional cost of the ePACT subscription for the first year, \$11,500, was included in the current fiscal year budget when accounting for the RecTrac savings. Future ePACT subscription costs will be brought forward through the annual budget process and, if approved, incorporated into the Master Fee Schedule to offset ongoing costs through registration fees.

LEGAL CONSIDERATIONS

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

Reviewed by:

A handwritten signature in blue ink, appearing to read 'Karen Pinkos', is written over a faint, light blue grid background.

Karen Pinkos, City Manager

Attachments:

1. Resolution

RESOLUTION 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO WAIVING THE FORMAL COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH VERMONT SYSTEMS, INC. FOR THE RECTRAC REGISTRATION AND FACILITY MANAGEMENT SYSTEM, AND AN ANNUAL SUBSCRIPTION AGREEMENT WITH EPACT FOR ELECTRONIC FORM MANAGEMENT SERVICES

WHEREAS, the City has contracted with Vermont Systems, Inc. (VSI) since 2011 for its recreation registration and management software, RecTrac, which has served as the Recreation Department's primary platform for program registration, facility reservations, and related functions since that time; and

WHEREAS, the current maintenance and support contract with VSI is now 15 years old, and staff have negotiated a renewed three-year minimum term agreement, with the option to annually extend until canceled by either party, that reflects the Recreation Department's current use of the system and achieves an annual savings of approximately \$6,000 compared to the current agreement; and

WHEREAS, staff also recommend adding an annual subscription to ePACT, a secure digital platform that automates the collection of electronic health, emergency, and childcare licensing forms and fully integrates with RecTrac; and

WHEREAS, ePACT is the lowest cost of the two available programs that integrate with RecTrac, and will improve safety, reduce staff time spent tracking and collecting required forms, and improve the customer experience for parents and guardians; and

WHEREAS, Administrative Policy III.1, Section D.4 allows the City to dispense with the formal RFP process when necessary to serve the best interests of the City; and

WHEREAS, switching software would require significant staff time and cost with no significant benefit, while continuing with RecTrac and adding ePACT maintains consistency and improves safety and functionality for staff and customers; and

WHEREAS, while a formal RFP process was not conducted, staff obtained quotes from two other vendors and confirmed the proposed VSI agreement remains competitively priced, and staff recommend the City Council find these purchases are in the best interest of the City and waive the formal competitive bidding requirements pursuant to Administrative Policy III.1, Section D.4.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it determines that the purchase of RecTrac maintenance, licensing, and support services from Vermont Systems, Inc., and electronic form management services from ePACT, is in the best interest of the City, and waives the formal competitive bidding requirements set forth in Administrative Policy III.1 pursuant to Section D.4 of that policy.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to execute an agreement with Vermont Systems, Inc. for a three-year minimum term, with the option to annually extend until canceled, in a total contract not-to-exceed amount of \$90,919.57 over the three-year term ending on June 30, 2029 (FY 2026-27 not-to-exceed amount of \$29,415.24; FY 2027-28 not-to-exceed amount of \$30,297.70; FY 2028-29 not-to-exceed amount of \$31,206.63), and to execute an annual subscription agreement with ePACT for electronic health, emergency, and childcare licensing form automation, in an amount not to exceed \$11,500 for the first year, with the option to renew annually until canceled. All future fiscal year expenditures under this agreement are subject to annual budget approval and shall not exceed the Council-approved budget amounts.

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

I CERTIFY that at a regular meeting on September 15, 2026 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

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

Holly M. Charléty, City Clerk

APPROVED:

Gabe Quinto, Mayor



AGENDA BILL

Agenda Item No. 8.A.

Date: September 15, 2026
To: El Cerrito City Council
From: Claire Coleman, Budget and Financial Services Manager; Crystal Reams, Finance Director/City Treasurer, Finance Department
Subject: FY 2025-26 Fourth Quarter General Fund Budget Update through June 30, 2026

ACTION PROPOSED

Receive and file an update on City General Fund revenues and expenses for FY 2025-26 through June 30, 2026.

BACKGROUND AND ANALYSIS

The El Cerrito City Council adopted an annual Budget for FY 2025-26 on June 17, 2025, the second year of the FY 2024-25 and 2025-26 Biennial Budget. The Council has closely monitored the City's budget and financial position and directed City staff to submit quarterly General Fund financial update reports. The attached FY 2025-26 Fourth Quarter General Fund Update reflects the unaudited year-end projections and includes estimated final expenditures.

The report shows the unaudited General Fund revenues at \$55,435,251 (103% of budget) and expenditures, including estimated year-end accruals, at a total of \$56,518,962 (99% of budget). The projected unaudited year-end total General Fund Balance is estimated to be \$23,166,797. This includes \$7.5 million designated for the Emergency Disaster Relief Fund (EDRF) and \$2.9 million in the Section 115 Trust, and represents 35% of expenditures excluding the Section 115 Pension Trust, or 41% of expenditures including the Section 115 Pension Trust.

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

STRATEGIC PLAN CONSIDERATIONS

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

- *High Performing Organization* by ensuring the City maintains a strong financial position – and will allow the City Manager to develop a plan to ensure that Citywide revenue meets the cost of providing Citywide services, including

adequate reserves in the face of significant unanticipated revenue shortfalls. It further ensures procedures that represent best practices in financial management.

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

The unaudited FY 2025-26 General Fund Fourth Quarter Update reflects revenues totaling \$55.4 million (103% of budget), and expenditures of a total of \$56.5 million (99% of budget). The projected unaudited year-end total fund balance is estimated to be \$23.2 million; this includes \$7.5 million designated for the EDRF and \$2.9 million in the Section 115 Trust.

LEGAL CONSIDERATIONS

This section is not applicable to this agenda item.

Reviewed by:

A handwritten signature in blue ink, appearing to read 'Karen Pinkos', is written over a light blue rectangular background.

Karen Pinkos, City Manager

Attachments:

1. FY 2025-26 4th Quarter General Fund Update



General Fund Budget Update

Quarter 4 FY 2025-26
07/01/2025-06/30/2026

EXECUTIVE SUMMARY

The City of El Cerrito is pleased to submit the fiscal year (FY) 2025-26 Fourth Quarter General Fund Budget Update for the period of July 1, 2025 through June 30, 2026. This report provides a high-level and preliminary overview of the City's budget for the fiscal year, including how revenues and expenditures performed relative to the budget. The annual audit is progressing on schedule and final numbers for all funds will be presented to the City Council with the Annual Comprehensive Financial Report in December.

At the time of report publication, General Fund revenues through June 30, 2026 total 103% of the amended budget and General Fund expenditures total 99% of the amended budget.

During the second and third quarters of FY 2025-26, the City Council approved several large projects using one-time fund balance, resulting in a planned, one-time budgeted use of fund balance for the fiscal year of \$3,147,402. However, due to higher than budgeted revenues, staff project an actual use of fund balance of \$1,083,711, resulting in an ending General Fund balance of approximately \$23.2 million, equal to 40% of annual expenditures.

Graph 1 compares revenues and expenditures for FY 2024-25 and FY 2025-26.

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



GENERAL FUND REVENUES

For FY 2025-26, General Fund revenues total 103% of the amended budget, ending the year \$1.7M above budget. Table 1 shows General Fund revenues by classification for FY 2024-25 and FY 2025-26.

Table 1: General Fund Revenue by Classification

Classification	FY 2024-25			FY 2025-26			% Change in Actuals FY25 to FY26
	Amended Budget	Actuals	% of Budget	Amended Budget	Preliminary Actuals	% of Budget	
Property Taxes	\$16,461,935	\$16,726,971	102%	\$18,080,310	\$17,858,583	99%	7%
Sales Taxes	4,517,790	4,832,407	107%	4,616,381	4,764,761	103%	-1%
Measure R Sales Tax	4,459,000	4,324,360	97%	4,581,000	4,328,084	94%	0%
Transient Occupancy Taxes	100,000	115,058	115%	100,000	121,517	122%	6%
Franchise Fees	1,380,000	1,587,267	115%	1,380,000	1,929,775	140%	22%
Business License Taxes	1,182,817	1,176,343	99%	1,206,473	1,229,267	102%	4%
Property Transfer Taxes	3,000,000	3,207,242	107%	3,200,000	3,619,862	113%	13%
Utility Users' Taxes	3,694,260	4,206,762	114%	3,700,000	4,289,494	116%	2%
Other Taxes	1,500	57	4%	1,500	2,707	180%	4625%
Taxes Totals	\$34,797,302	\$36,176,468	104%	\$36,865,664	\$38,144,050	103%	5%
Licenses & Permits	\$1,007,000	\$1,414,521	140%	1,073,280	1,254,919	117%	-11%
Fines & Forfeitures	130,000	198,861	153%	130,000	261,594	201%	32%
Use of Money and Property	957,000	944,826	99%	830,600	1,094,200	132%	16%
Intergovernmental Revenues	5,334,401	6,180,922	116%	5,551,043	5,279,224	95%	-15%
Charges for Services	7,839,237	7,459,593	95%	7,550,502	7,348,756	97%	-1%
Other Revenue	630,000	695,879	110%	747,200	943,313	126%	36%
Other Financing Sources	1,002,039	1,220,877	122%	1,031,502	1,109,194	108%	-9%
Totals	\$51,696,979	\$54,291,946	105%	\$53,779,792	\$55,435,251	103%	2%

Taxes

Property Taxes across all categories ended the year close to budget but slightly under due to the timing of the dissolution of the City's successor agency. Fundamental property taxes slightly exceeded budget, but property tax residuals associated with the successor agency dissolution were under budget due to the six-month difference in timing of the dissolution process than what was previously anticipated. Property taxes ended the year at 99% of budget and 7% higher than the prior fiscal year.

Sales and Use Taxes ended the year at 103% of budget. The City's Bradley Burns 1% receipts were slightly above budget while Measure G receipts were slightly below budget. The difference in performance of the two 1% taxes is due to differences in the definition of situs and how online sales are taxed under state law.

Transient Occupancy Taxes (TOT), also known as hotel taxes, comprise a very small component of El Cerrito's budget. This is due to the small number of hotel/motel businesses in the city. TOT receipts exceeded budget by 22%, or \$21,517, in FY 2025-26.

Franchise Fees are charges imposed on a utility or service provider as consideration (i.e., rent or compensation) for the privilege of using the city's public rights-of-way or other public property to operate its business. The City has video/cable franchisees, energy (electric and gas) franchisees, and solid waste franchisees. Franchise fees ended the year 40% above budget, particularly due to increasing energy rates.

Business License Taxes are paid primarily at the beginning of the fiscal year by anyone doing business in El Cerrito. As per El Cerrito Municipal Code, the Business License Tax rate increases by inflation as calculated by

the change in consumer price index (CPI) each fiscal year. Business license taxes ended the year 2% higher than budget.

Property Transfer Taxes (RPTT) are received on a one- to two-month lag from the County, who collects property taxes and property transfer taxes on behalf of El Cerrito. RPTT exceeded budget by 13%, or \$420,000 in FY 2025-26 due to higher sale prices overall than in prior years and several large commercial building sales. Fewer properties in total were sold in FY 2026-27 than in the prior fiscal year (214 and 229, respectively).

Utility Users' Taxes (UUT) receipts exceeded budget in the Energy and Water category, and ended below budget in the Telecom category. Energy UUT receipts exceeded budget by 23%, while water UUT receipts exceeded budget by 35%. Both were due to a combination of utility rate increases and usage for electricity, gas, and water by El Cerrito residents and businesses. Telecom UUT receipts continue to decline year over year due to the shift of consumers from cable and traditional TV services to streaming services. As a result of recently resolved litigation in *Disney Platform Distribution v. City of Santa Barbara (2025)*, the courts have affirmed that some video service utility taxes may apply to streaming services. El Cerrito has notified the appropriate streaming providers and will begin collecting UUT on all applicable video and streaming services in Fall 2026 in accordance with the voter-approved UUT.

Other Revenue

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

- **Licenses and Permits** primarily reflect Community Development permits (building, electrical, mechanical, plumbing). Revenues in this category are offset by expenses (e.g., permit review), since these revenues are limited to cost recovery. Licenses and Permits revenue ended FY 2025-26 above budget by \$181,000 due to higher-than-anticipated building permit activity.
- **Fines & Forfeitures** ended the year at over double the amount of budgeted revenue, or \$130,000 above budget. This category includes vehicle citation fees and fines and penalties for late payment of taxes. This is primarily due to higher parking citation revenue due to staff working through a backlog and slightly higher business license fines than usual.
- **Use of Money and Property** includes interest income and rental charges. The increase in interest in FY 2025-26 over FY 2024-25 and over budget is due to persistently high interest rates and, thus, higher returns on the City's investments and money market holdings. Interest revenue will decrease in the General Fund once the final audit is complete due to allocation of interest revenue across applicable funds. It is also partially due to the investment of the City's Section 115 Trust in November 2024 with a moderately conservative investment approach. Due to the timing of the investment, interest earnings on the Trust were not generated during the first quarter of FY 2024-25. Rental revenue in the Recreation division ended the year very close but slightly under budget due to temporary facility closures for repairs.
- **Intergovernmental Revenues** include state reimbursements and funds from other governmental agencies. These revenues ended the year below budget due to lower reimbursements from the California Office of Emergency Services (CalOES) due to lower needs for incident support from the El Cerrito Fire Department in FY 2025-26.
- **Charges for Services** include fees such as recreation program fees, planning and inspection fees, and other charges for service citywide. This category ended the year lower than budget due lower recreation fees from facility closures and lower planning division activity.
- **Other Revenue** includes donations, sales of property, some insurance claim reimbursements, and cannabis revenues. This category exceeded budget due to higher than budgeted cannabis revenue, higher than budgeted donations, and higher miscellaneous revenue, which includes city-owned electric vehicle charging stations.
- **Other Financing Sources** includes transfers in from other funds for overhead costs supported by the General Fund. This category is largely determined during budget development based on the City's debt obligations and ended the year slightly above budget due to higher than budgeted grant revenue.

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

Most departments ended the year at or above budgeted revenue. The Fire department ended below budget in revenue due to lower OES reimbursements from fewer mutual aid responses during FY 2025-26. Recreation ended below budget in revenue due to lower fee revenue as a result of facility closures for repairs. The Police Department exceeded budget by 94% due to higher citation revenue.

Table 2: General Fund Revenue by Department

Department	FY 2024-25			FY 2025-26			% Change in Actuals FY25 to FY26
	Amended Budget	Actuals	% of Budget	Amended Budget	Preliminary Actuals	% of Budget	
Administration	\$11,500	\$17,354	151%	\$16,000	\$16,677	104%	-4%
Community Development	2,517,396	2,565,701	102%	\$2,621,572	2,674,910	102%	4%
Fire	5,384,101	6,102,310	113%	\$5,605,111	5,293,673	94%	-13%
Non-departmental	37,083,964	38,514,447	104%	\$38,900,554	40,685,567	105%	6%
Police	186,000	510,941	275%	\$188,080	364,687	194%	-29%
Public Works	599,132	571,222	95%	\$622,117	679,048	109%	19%
Recreation	5,914,886	6,009,970	102%	\$5,826,358	5,720,690	98%	-5%
Totals	\$51,696,979	\$54,291,946	105%	\$53,779,792	\$55,435,251	103%	2%

GENERAL FUND – EXPENDITURES

For FY 2025-26, General Fund expenditures totaled 99% of the FY 2025-26 amended budget. Below is a list of what each classification includes.

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

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

Table 3: General Fund Expenditures by Classification

Classification	FY 2024-25			FY 2025-26			% Change in Actuals FY25 to FY26
	Amended Budget	Actuals	% of Budget	Amended Budget	Preliminary Actuals	% of Budget	
Personnel	38,122,416	37,880,921	99%	39,641,566	\$40,045,935	101%	6%
Purchased Professional & Technical Services	5,615,500	5,474,180	97%	5,773,396	5,550,013	96%	1%
Purchased Property Services	2,748,877	2,458,490	89%	2,408,761	2,099,759	87%	-15%
Other Purchased Services	3,927,771	3,838,015	98%	4,384,411	4,391,743	100%	14%
Supplies	876,170	784,891	90%	899,845	761,421	85%	-3%
Property & Capital	736,513	762,926	104%	499,942	375,925	75%	-51%
Financing Costs	539,822	532,705	99%	530,949	534,039	101%	0%
Other Financing Uses	1,258,329	1,258,620	100%	2,760,128	2,760,128	100%	119%
Totals	\$53,825,399	\$52,990,749	98%	\$56,898,999	\$ 56,518,962	99%	7%

Personnel expenditures increased 5% from FY 2024-25 to FY 2025-26 due to negotiated cost-of-living adjustments, market adjustments from the City's Classification and Compensation study, merit and step increases, and higher medical benefit costs. Personnel costs exceeded budget in FY 2025-26 due to higher-than-budgeted overtime costs.

Expenditures for Purchased Professional & Technical services ended the year below budget due primarily to the timing of special projects and lower planning permit activity. Other Purchased Services include the City's insurance payments, which went up over 17% from FY 2024-25 to FY 2025-26 and are paid at the beginning of the fiscal year.

Other Purchased Services increased from FY 2024-25 due to the one-time Council Chambers Audio-Visual project in FY 2025-26. Expenses related to Supplies and Property & Capital ended the year below budget due to lower purchases of supplies citywide. Other Financing Uses increased due to the one-time expense of over \$1 million related to the dissolution of the City's Successor Agency.

Table 4 shows expenditures by department for FY 2024-25 and FY 2025-26.

Table 4: General Fund Expenditures by Department

Department	FY 2024-25			FY 2025-26			% Change in Actuals FY25 to FY26
	Amended Budget	Actuals	% of Budget	Amended Budget	Preliminary Actuals	% of Budget	
Administration	7,972,678	7,694,840	97%	\$9,103,654	\$8,617,108	95%	12%
Community Development	4,168,728	3,847,195	92%	\$4,101,484	3,913,479	95%	2%
Fire	15,813,246	16,400,399	104%	\$16,144,408	16,624,099	103%	1%
Non-departmental	1,382,691	1,396,738	101%	\$2,880,767	2,906,335	101%	108%
Police	15,052,742	14,902,515	99%	\$15,323,961	15,541,520	101%	4%
Public Works	2,481,847	2,315,793	93%	\$2,631,758	2,437,020	93%	5%
Recreation	6,953,467	6,433,269	93%	\$6,712,967	6,479,401	97%	1%
Total	\$53,825,399	\$52,990,749	98%	\$56,898,999	\$56,518,962	99%	7%

The Administration, Community Development, Public Works, and Recreation departments all ended the year under budget in expenditures. The Police and Fire Departments both ended the year over budget primarily due to overtime and personnel costs.

The Fire Department's expenditure overage is primarily attributable to overtime backfill costs required to maintain minimum staffing levels. Several long-term staff absences during FY 2025-26 required overtime coverage to fill required positions, and one vacancy remains unresolved.

The department also experienced ongoing backfill costs due to a paramedic shortage following recent staff separations. Every engine must have an assigned paramedic, so when regularly assigned paramedics are unavailable, the department must hire qualified personnel on overtime to maintain required coverage. This shortage reflects a broader regional and statewide trend in paramedic staffing.

Staff are addressing these vacancies through near-term hiring and a longer-term strategy of training current EMT firefighters as paramedics, which is expected to reduce reliance on overtime backfill over time.

The Police Department’s expenditure overage is primarily attributable to higher than budgeted personnel costs, particularly overtime, in the Operations Division. Additionally, new MOUs approved after budget development in 2024 resulted in higher personnel costs. During the fiscal year, staff vacancies drove increases in overtime spending above expectations. The Police Department is required to maintain safe staffing levels and faced significant challenges due to staff departures in the second quarter. These departures resulted in eight vacancies in sworn staffing, a 21% vacancy rate. Staff deployed officers on overtime to fill critical shortages and train new officers to regain acceptable staffing levels.

During FY 2025-26, the City Council approved \$3,147,402 in General Fund expenditure amendments. When combined with the originally projected surplus of \$15,774, these actions result in a planned use of fund balance of \$3,163,176 for FY 2025-26. Table 5 lists the amendments approved in FY 2025-26.

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

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

Due to lower than budgeted expenditures and higher than budgeted revenues, the City will end the fiscal year significantly better than budget. Staff expect that the total use of fund balance will be lower than budget by approximately \$2.08 million, for a total use of fund balance of \$1.08 million.

GENERAL FUND BALANCE

The FY 2024-25 General Fund balance was \$24.3 million. Table 6 provides updated projections for FY 2025-26. The projected General Fund balance is \$23.2 million, or 40% of expenditures. Of this amount, approximately \$12.6 million remains after excluding the Section 115 Trust, Emergency and Disaster Relief Fund (EDRF), and non-spendable funds. These amounts depend on the results of the final audit that will begin in October 2026 and be presented to the City Council in December 2026, but staff believe these numbers are a close estimate of where the City will end FY 2025-26.

According to the City’s Comprehensive Financial Policy, the minimum recommended General Fund Reserve is 17% of expenditures, or \$9.8 million using the FY 2026-27 operating budget. Based on current projections, the City will have \$2.8 million in discretionary reserves at the end of FY 2025-26. The Comprehensive Financial Policy also recommends funding the EDRF at 13% of expenditures, which would be \$7.5 million based on FY 2026-27

expenditures. The City's EDRF is currently fully funded at \$7.5 million. The City's unassigned General Fund reserve is projected to end the year at 22% of expenditures, above the 17% level recommended by the City's Comprehensive Financial Policy. Combined with the EDRF, the City is projected to have unrestricted General Fund reserves of 35% of expenditures.

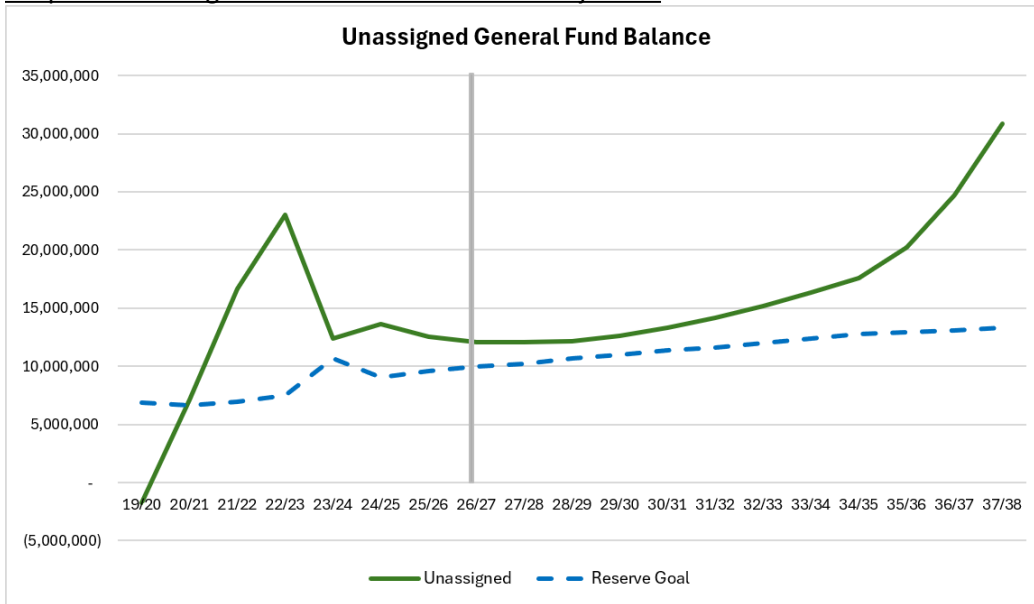
Table 6: FY 2025-26 Projected General Fund Balance

Fund Balance Projection		
FY25 General Fund - Total Fund Balance		\$ 24,250,508
EDRF	(7,500,000)	
Section 115	(2,960,245)	
Non-Spendable	(125,000)	
 FY26 Projected Revenue	 55,435,251	
FY26 Projected Expenditures as of June 30, 2026	(56,518,962)	
Change in fund balance		(1,083,711)
 Projected Total Ending FY26 Fund Balance		 23,166,797
EDRF (Internally Restricted)	(7,500,000)	
Section 115 (Restricted)	(2,960,245)	
Non-Spendable	(125,000)	(10,585,245)
Projected FY26 Unrestricted Fund Balance		12,581,551
 FY27 Expenditures	 57,654,998	
FY27 17% Reserve Goal		(9,801,350)
 Projected discretionary as of June 30, 2026		 2,780,202
 FY26 Projected Ending Total Fund Balance		 23,166,797
Projected fund balance percent as of June 30, 2026		40%
Projected unassigned (excludes Section 115 and EDRF)		12,581,551
Projected unassigned percent as of June 30, 2026		22%

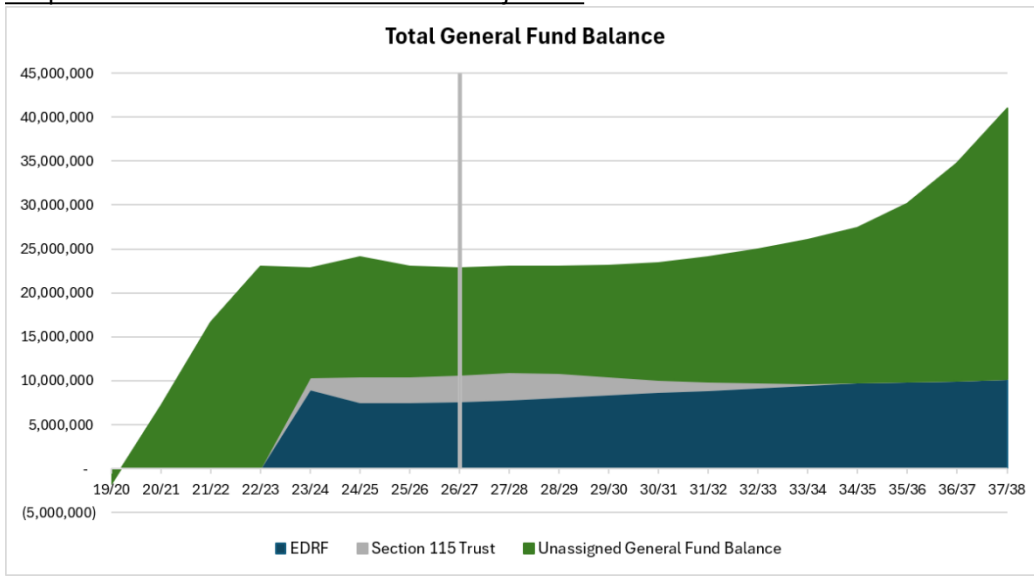
Section 115 Pension Trust and Non-Spendable amounts shown here reflect FY 2025 audited values.

The graphs below show the current General Fund forecast. Graph 2 shows the Unassigned General Fund Balance projection over time, and Graph 2 shows the total General Fund balance over time across all 3 major types of fund balance. The city is not currently projected to dip below the 17% unassigned fund balance level recommended by the City's Financial Policies.

Graph 2 – Unassigned General Fund Balance Projection



Graph 3 – Total General Fund Balance Projection



CONCLUSION

Due to higher than budgeted revenues by \$1.7 million and lower than budgeted expenditures by \$400,000, the City will end the year significantly better than budget. The total use of fund balance decreases from \$3.15 million to \$1.08 million, resulting in an unassigned fund balance of 22% and a total unrestricted fund balance of 40% (including both the unassigned General Fund balance and the EDRF).

Staff will bring the final audited financial reports to the City Council for review in December after the annual independent audit is completed. The report will include all funds citywide. While some of the numbers in this General Fund report may differ slightly from the final actuals, staff anticipate few changes.



AGENDA BILL

Agenda Item No. 8.B.

Date: September 15, 2026
To: El Cerrito City Council
From: Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Subject: Adoption of Local Road Safety Plan including a Citywide Vision Zero Policy

ACTION PROPOSED

Approve a resolution to adopt the Local Road Safety Plan including a Citywide Vision Zero Policy.

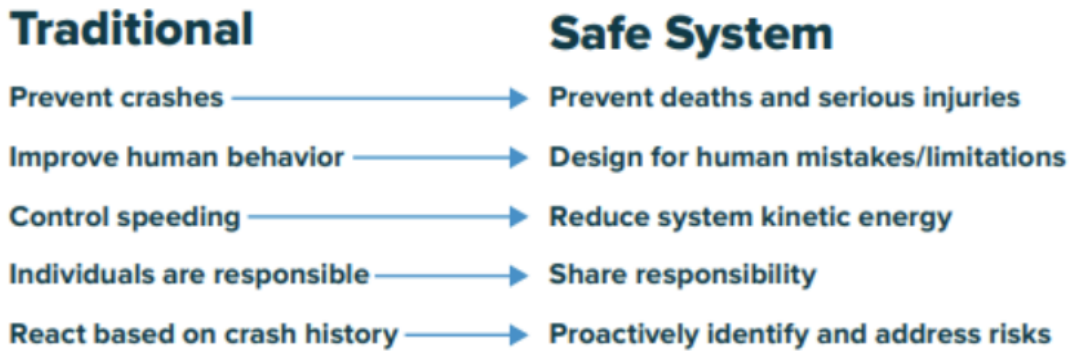
BACKGROUND

Road safety is a growing focus of local, state, and national concern. After decades of improvement, nationwide roadway fatalities have remained stubbornly high for the past ten years. Approximately 40,000 people die on U.S. roads every year, or approximately 115 deaths per million people. In contrast, other wealthy nations have reduced this figure to around 50 deaths per million people by focusing on the safety of people outside vehicles in addition to those inside vehicles. Seeking to emulate the successes of international programs, regional, state, and federal transportation agencies are requiring that local agencies adopt local road safety plans to remain eligible or competitive for transportation grants.

Purpose of the Local Road Safety Plan

A Local Road Safety Plan (LRSP) is a data-driven planning process that systematically examines crash data and engages safety partners and community stakeholders to help identify high-risk locations and behaviors and develop targeted strategies that can help prevent crashes, particularly serious injury and fatal crashes, before they occur.

LRSPs are grounded in the Federal Highway Administration's (FHWA) Safe Systems Approach, which is centered around six principles and five elements. The principles include: death and serious injury are unacceptable, humans make mistakes, humans are vulnerable, responsibility is shared, safety is proactive, and redundancy is crucial. The elements represent "layers" of protection where the principles should be applied, and include safe road users, safe vehicles, safe speeds, safe roads, and post-crash care.



Source: Federal Highway Administration (FHWA)

Consultant Selection

In July 2023, the City Council authorized the City Manager to enter into a consulting services agreement with Kittelson & Associates, Inc. (Kittelson) to provide transportation engineering and planning services to develop an LRSP for the City. As the lead consultant for the Contra Costa Transportation Authority's (CCTA) countywide Comprehensive Safety Action Plan (CSAP), City staff recommended awarding the City's LRSP contract to Kittelson to improve coordination with the CSAP and associated multi-agency [countywide Vision Zero and Safe Systems Approach framework](#) to support safer travel for all residents in Contra Costa. Vision Zero is an international movement dedicated to eliminating traffic fatalities and serious injuries.

ANALYSIS

Developing the El Cerrito Local Road Safety Plan (LRSP) involved crash data collection; data analysis and identification of crash types and high-risk areas; and selection of proven solutions. Stakeholder engagement occurred throughout the development of the plan.

Data Collection

The LRSP team gathered 2018 to 2022 crash data for all local roads in El Cerrito, including the portion of San Pablo Avenue owned by Caltrans. Freeways were not included. The team gathered an additional three years of crash data for the years 2023 to 2025 to address crashes that occurred during the LRSP's development. The latter three-year period was used only to develop the High Injury Network (HIN), which is described below.

Community & Stakeholder Engagement

Starting in Fall 2023, the LRSP team launched an outreach campaign to gather input on the community's road safety priorities. This effort included three pop-up events; an online survey; presentations at City Boards, Committees, and Commissions; and an LRSP working group with community and City staff representatives. The survey and outreach events were promoted via the City's newsletters and social media accounts, and specific messages to various community groups. The LRSP includes a section documenting the public feedback received at this stage.

To guide final development of the Draft LRSP, City staff presented key strategic options for consideration of the City Council at its [April 7, 2026, meeting](#).

Strategic Direction

The crash data, community and stakeholder input, and City Council comments from April 2026, resulted in the following key plan components.

Vision Zero Policy: The LRSP is structured around a Vision Zero policy, or the goal to eliminate fatal and serious injury crashes citywide by 2035. The subsequent components are designed to achieve this goal given available staff and financial capacity.

High Injury Network (HIN): The HIN uses the 2018-2025 crash data to identify high-risk roads and to help focus safety resources on areas with the greatest need. El Cerrito's HIN accounts for 18 of the 21 fatal and serious injury crashes and 72% of all injury crashes, despite accounting for only five percent of the City's road network.

Action Plan: Ten actions focused on the most impactful safety outcomes. Speed management is a key area, including a 25-mph citywide speed limit goal, using target speeds to design roads, and pursuing automated speed enforcement when permitted by state law.

Priority Locations & Crash Countermeasures: Four Priority Locations were identified with a suite of nine crash countermeasures. The Priority Locations were based on the HIN, and crash countermeasures were selected to maximize benefit while minimizing cost and effort to deploy by 2035.

Prioritization: The HIN helps identify locations with the greatest safety risks, while the Action Plan and Priority Locations countermeasures are grouped into "responsive" and "proactive" categories. Responsive actions are directly related to fatal or serious injury crash patterns, while proactive actions seek to reduce crash risk and prevent major crashes before they occur.

Public Draft LRSP Feedback & Responses

The Public Draft LRSP was released on July 29, 2026, for a three-week comment period that closed on August 21, 2026. The draft plan was published on the City's website, and a physical copy was available at City Hall. Comments were accepted via an online comment platform, through e-mail, and on paper cards. Additionally, an open house was held at City Hall on August 13, 2026, from 6:00 to 8:00 p.m. where the public were invited to drop by anytime and speak with the team and leave feedback.

Like the initial outreach campaign, the Public Draft LRSP was promoted in the City's e-mail newsletters, social media accounts, and via e-mails. External public agency partners, including City of Richmond, CCTA, Caltrans, AC Transit, were also notified of the plan's availability and invited to comment.

Comments were received from 47 individuals, organizations, and public agencies. The following is a summary of the major comment themes and responses from the LRSP team.

Major Theme #1: Data & General Legibility

COMMENT: Some data, maps, and figures were difficult to understand because of formatting, labeling, and narrative organizational issues. For example, it was unclear what share of crashes did not involve a motor vehicle.

RESPONSE: The following changes were made to the LRSP:

The Crash Trends section was updated to improve data legibility. All maps and figures were updated to improve legibility and correct typos. A note was added to clarify that all the 2018–2022 crashes shown in the Crash Trends section involved a motor vehicle.

Major Theme #2: Neighborhood & Local Street Traffic Calming

COMMENT: Expand the Waldo Avenue Slow Zone pilot area to include the area east of Richmond Street. Provide for additional traffic calming on other local streets.

RESPONSE: The following changes were made to the LRSP:

First, the Waldo Avenue Slow Zone Pilot area was expanded to show the area east of Richmond Street, bounded by Moeser Lane, Ashbury Avenue, and Stockton Avenue.

Second, ACTION 5 – Target Speeds, was updated to include a subsection that calls for restructuring the City’s Neighborhood Traffic Management Program to prioritize local streets in areas with the greatest needs, including equity considerations.

Major Theme #3: Expand Safety Countermeasures

COMMENT: Add other safety countermeasures, such as traffic circles and diverters (street closures) to the LRSP’s countermeasures section.

RESPONSE: No substantial changes were made to the LRSP.

Minor changes were made to the Signalized and Unsignalized Intersection bundles in response to transit agency and public safety staff feedback.

As a time-bound goal, achieving Vision Zero by 2035 requires disciplined use of safety countermeasures that maximize benefits while minimizing use of time and financial resources. As such, the countermeasures listed in the LRSP’s Priority Locations section were selected based on the following principles: that they are economical,

effective, and allow for rapid deployment. When comparing countermeasures that have similar applications and safety outcomes, the LRSP focuses on those that have the least resource impacts.

For example, the LRSP identifies speed humps as the primary safety countermeasure for local streets since they have buy-in from emergency services partners, are relatively low-cost, and require less public engagement than other methods. In contrast, diverters, or street closures, require detailed analysis of circulation patterns and emergency vehicle impacts, and more public engagement since street closures are potentially controversial. However, the LRSP does not preclude use of designs that are not listed in the Priority Locations section, and these other countermeasures are included in the Neighborhood Traffic Management Program.

Major Theme #4: Expand Priority Locations

COMMENT: Add the Ohlone Greenway, Arlington Boulevard, Colusa Avenue, and the Key Boulevard/Conlon Avenue intersection, among other streets, intersections, and areas to the Priority Locations.

RESPONSE: No substantial changes were made to the LRSP.

The LRSP's location-specific recommendations focus on the High Injury Network (HIN), but the LRSP also includes actions and recommendations that would enhance safety citywide, including the citywide speed limit, use of target speeds, and intersection design guide. Additionally, the LRSP complements, and does not replace, recommendations from other transportation plans such as the Active Transportation Plan, which includes recommendations to improve conditions on the Ohlone Greenway, Arlington Boulevard, and the Key Boulevard/Conlon Avenue intersection, among other locations.

Commentors expressed concerns about traffic control assignment between path users and drivers where the Ohlone Greenway crosses roads. Traffic control refers to the rules and signs for who has right-of-way at a cross-street. In El Cerrito, the Ohlone Greenway approaches to cross-streets are controlled by stop signs, meaning that bicyclists are required to stop, while cross traffic has the right-of-way. Some commentors expressed concerns that bicyclists do not obey the rules, while other commentors proposed that the traffic control should change so that bicyclists using the Ohlone Greenway have right-of-way over cross-street traffic. As noted above, the LRSP complements other City plans and the Active Transportation Plan includes recommendations for traffic control changes along the Ohlone Greenway. Notably, the Priority Locations section includes recommendations to manage speeds and reduce conflicts at two Ohlone Greenway crossing locations: Fairmount Avenue and Cutting Boulevard.

Major Theme #5: Backbone Bikeway Network Opposition & Support

COMMENT: The Backbone Bikeway network misses key destinations and should be expanded, and the associated parking removal is necessary to do this. Conversely, the Backbone Bikeway network is not needed because there is not enough bicycling in El Cerrito and the associated parking removal would impact those who cannot ride bicycles and need street parking to access businesses.

RESPONSE: The following changes were made to the LRSP:

The Backbone Bikeway network map was revised to clarify the status of bikeways along the San Pablo Avenue and Central Avenue corridors. Bike facilities along these corridors met the Backbone Bikeway selection criteria but were not shown on the Backbone Bikeway map since there are active planning projects for both corridors that will determine the bike route and facility types.

No further changes were made to the Backbone Bikeway network. The Backbone Bikeway selection methodology is detailed in the LRSP's Appendix A, which focuses on upgrading existing bikeways in areas where bicycling demand is expected to grow the most. Providing bikeway upgrades along areas with the greatest crash risks is an important proactive safety strategy that complements the City's development policies. Based on recent City Council direction at its [July 15, 2025, meeting](#), the Backbone Bikeway network was not reduced.

Expanding the network would require additional public outreach and engagement, which is beyond the scope of the LRSP. This effort could be considered as part of ACTION 7, which calls for an update to the Active Transportation Plan.

Finally, ACTION 7 – Backbone Bikeway Network was revised to clarify that the Backbone Bikeways, in addition to the Priority Locations, would be exempt from certain provisions of City Council Resolution No. 2008-68 "Procedures for the Establishment and Removal of No Stopping Areas and No Parking Areas." Those provisions did not address parking removal for corridor-level projects. This action would eliminate the appeal process while continuing to retain public notice, outreach, and opportunities for feedback to consider curb access for accessible parking as well as passenger and commercial loading and unloading. Proposed changes to Resolution 2008-68 would be presented to the City Council for its review and approval.

Major Theme #6: E-Bikes

COMMENT: Commentors expressed strong concerns over safety risks posed by the high speed of e-bikes on shared paths. To mitigate these safety risks, commentors advocate for restricting faster e-bikes to city roads and implementing mandates like licensing, insurance, and age limits. Finally, they emphasize the need to strictly distinguish legal e-bikes from illegal "e-motos".

RESPONSE: The following changes were made to the LRSP:

ACTION 10 – E-Bikes & Powered Micromobility was updated to include a subsection that calls for monitoring and advocating for state legislation that protects Class 1, 2, and 3 e-bikes while addressing speed, power, user age limits, and consumer labeling requirements for e-motorcycles and similar vehicles that exist outside the three e-bike classifications.

The addition is consistent with the latest research as reported by the [Mineta Transportation Institute](#).

STRATEGIC PLAN CONSIDERATIONS

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

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

ENVIRONMENTAL CONSIDERATIONS

The LRSP is exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15262, Feasibility and Planning Studies. The LRSP is a planning study that involves possible future actions which the City has not approved, adopted, or funded. Projects conducted pursuant to the LRSP would undergo separate environmental analyses if approved.

FINANCIAL CONSIDERATIONS

There are no immediate costs associated with the recommended action. LRSP projects will largely need to be funded by grants and the City's special funds for transportation purposes. Importantly, the LRSP increases the City's eligibility and competitiveness for receiving grants. Ongoing maintenance costs after each project is completed will need to be considered as part of the City's annual budget process.

LEGAL CONSIDERATIONS

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

Reviewed by:

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

Karen Pinkos, City Manager

Attachments:

1. Resolution
2. Local Road Safety Plan

RESOLUTION 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO ADOPTING THE EL CERRITO LOCAL ROAD SAFETY PLAN INCLUDING A VISION ZERO POLICY TO ELIMINATE FATAL AND SERIOUS CRASHES ON LOCAL ROADS BY 2035

WHEREAS, road safety is a growing focus of local, state, and national concern and, after decades of improvement, roadway fatalities nationwide have remained stubbornly high for the past ten years; and

WHEREAS, according to data from the National Highway Traffic Safety Administration (NHTSA), each year more than 42,000 people are killed in traffic crashes in the United States; and

WHEREAS, in a study comparing 19 peer nations, the Centers for Disease Control and Prevention (CDC) study found that the United States has the highest traffic death rate per person; and

WHEREAS, 21 people were killed or seriously injured in traffic crashes on roads in El Cerrito between 2018 and 2025; and

WHEREAS, based on collision data analyzed from 2018 through 2025, 5% of local roads account for 72% of injury crashes citywide; and

WHEREAS, from 2018 through 2025, of the 21 people who died or were seriously injured in traffic crashes on roads within El Cerrito, 72% were walking, rolling, or riding a bicycle or personal mobility device; and

WHEREAS, the Federal Highway Administrations' Safe Systems Approach focuses on eliminating fatal and serious injury crashes and is centered around six principles: death and serious injury is unacceptable, humans make mistakes, humans are vulnerable, responsibility is shared, safety is proactive, and redundancy is crucial; and

WHEREAS, no transportation-related deaths or serious injuries on the road or trail network are acceptable within El Cerrito; and

WHEREAS, roadways traditionally had been designed, constructed, operated, and maintained to prioritize minimizing vehicle delay and increasing vehicle speed; and

WHEREAS, the City can design, construct, repair, operate, and maintain a road and trail network that is safer, especially for vulnerable road users, people walking, rolling, and bicycling; and

WHEREAS, the City values the people of our community first because human life and health are paramount and should be prioritized before vehicle speed, throughput, and driver convenience; and

WHEREAS, in each project, program, and budget, the City values first providing and maintaining roads and trails that reduce the likelihood of fatal and serious crashes by managing kinetic energy, lessening conflicts between road users in time and space, and allow for human mistakes; and

WHEREAS, Caltrans's Vision Zero commitment under Director's Policy 36, which is implemented through its 2025–2029 California Strategic Highway Safety Plan, aims to eliminate traffic fatalities and serious injuries on all California roadways by 2050; and

WHEREAS, the nine-county regional Metropolitan Transportation Commission (MTC)'s Regional Safety/Vision Zero Policy, adopted in June 2020, similarly aims to eliminate traffic fatalities and serious injuries across the Bay Area; and

WHEREAS, the Contra Costa Transportation Authority (CCTA) adopted Resolution 21-40-G in September 2021, as amended (e.g., September 2022), and its Countywide Vision Zero Framework and Safe Systems Approach to assess countywide collision patterns, identify "Countywide Safety Priority" Locations, and recommend that the City Council or Board of elected officials in the county each adopt a Vision Zero policy; and

WHEREAS, the City of El Cerrito joins five Contra Costa County jurisdictions in adopting a Vision Zero policy, including Contra Costa County (unincorporated areas), the Contra Costa Transportation Authority, the City of Walnut Creek, the City of Lafayette, and the City of Clayton; and

WHEREAS, actions that increase the rates of walking, transit ridership, carpooling, and bicycling help to achieve greenhouse gas (GHG) emissions reduction goals; and

WHEREAS, actions to make the City's streets and trails safer for all road users, particularly those who are most physically vulnerable, such as seniors, youth, and people with disabilities, will further encourage people of all ages and abilities to walk, bike, roll, and ride transit; and

WHEREAS, the El Cerrito Local Road Safety Plan and Vision Zero Policy is a data-informed strategy that systematically examined crash data and engaged safety partners and community stakeholders to help identify high-risk locations and behaviors and develop targeted strategies that can help prevent crashes, particularly fatal and serious injury crashes, while increasing safer, healthier, and more equitable mobility for all.

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

1. Adopts the El Cerrito Local Road Safety Plan dated September 2026; and
2. Adopts the Vision Zero policy of working toward eliminating all transportation-related deaths and serious injuries by December 31, 2035.

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

I CERTIFY that at a regular meeting on September 15, 2026 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

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

Holly M. Charléty, City Clerk

APPROVED:

Gabe Quinto, Mayor



2026

EL CERRITO LOCAL ROAD SAFETY PLAN

Final Draft
September 2026

Prepared by:



EL CERRITO
**ROAD
SAFETY**



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INTRODUCTION

This Local Road Safety Plan (LRSP) represents the next step in El Cerrito's vision of creating a safe community where everyone can flourish. Today, El Cerrito stands closer than ever to realizing this vision.

Since identifying public health and safety as a core goal in its 2015 Strategic Plan, El Cerrito has worked consistently to make its roadways safer. In 2017, the California Office of Traffic Safety (OTS) ranked El Cerrito 37th out of 94 similarly sized California cities for fatal and serious injury crashes. By 2021, El Cerrito had improved to 73rd out of 93 California cities.

But there is more work to be done. Between 2018 and 2022, there were 702 reported crashes in El Cerrito, including one that resulted in a fatality and eight others that resulted in serious, life-altering injuries. Sadly, after significant progress, there have been three additional fatalities in the last three years. With this Plan, El Cerrito seeks to eliminate deaths and serious injuries on City streets. We now view even one fatality or serious injury in El Cerrito as preventable and therefore unacceptable. **We're almost there.**

What Is a Local Road Safety Plan?

A Local Road Safety Plan (LRSP) is a data-driven planning framework that enables California cities like El Cerrito to identify roadway safety improvements that are tailored to their local needs.

The LRSP emphasizes a holistic safety approach: by systematically examining crash data and engaging safety partners and community stakeholders, an LRSP helps identify high-risk locations and behaviors and develops targeted strategies that can help prevent crashes before they occur.

Importantly, having an LRSP is a prerequisite for applying to the Highway Safety Improvement Program (HSIP), a Federal grant program that provides funding for projects aimed at reducing traffic fatalities and serious injuries on public roads. By adopting this LRSP, El Cerrito positions itself to proactively address safety concerns and secure essential funding to achieve its vision of safer streets for everyone.

Vision Zero

This Plan subscribes to Vision Zero, an international movement dedicated to eliminating traffic fatalities and serious injuries. In 2021, the Contra Costa Transportation Authority (CCTA) developed the Countywide Transportation Safety Policy and Implementation Guide, providing a framework for local agencies to implement Vision Zero strategies. Building on this, CCTA completed its Countywide Comprehensive Transportation Safety Action Plan in October 2024. This Plan identifies strategies and actions for local agencies to eliminate fatal and serious injury crashes in 21 counties, with a special focus on making roadways safer for vulnerable users.

Vision Zero Gets Results:

Hoboken, NJ, has achieved
7 consecutive years
without a traffic fatality.¹



Fremont, CA, has
reduced traffic deaths
by 45% since launching
a Vision Zero effort.

Safe System Approach

To meet the goal of eliminating traffic deaths and serious injuries, this LRSP is also grounded in the Safe System Approach—a framework developed by the Federal Highway Administration (FHWA) that emphasizes proactive, layered, and redundant roadway safety strategies.

The approach is centered around six principles:

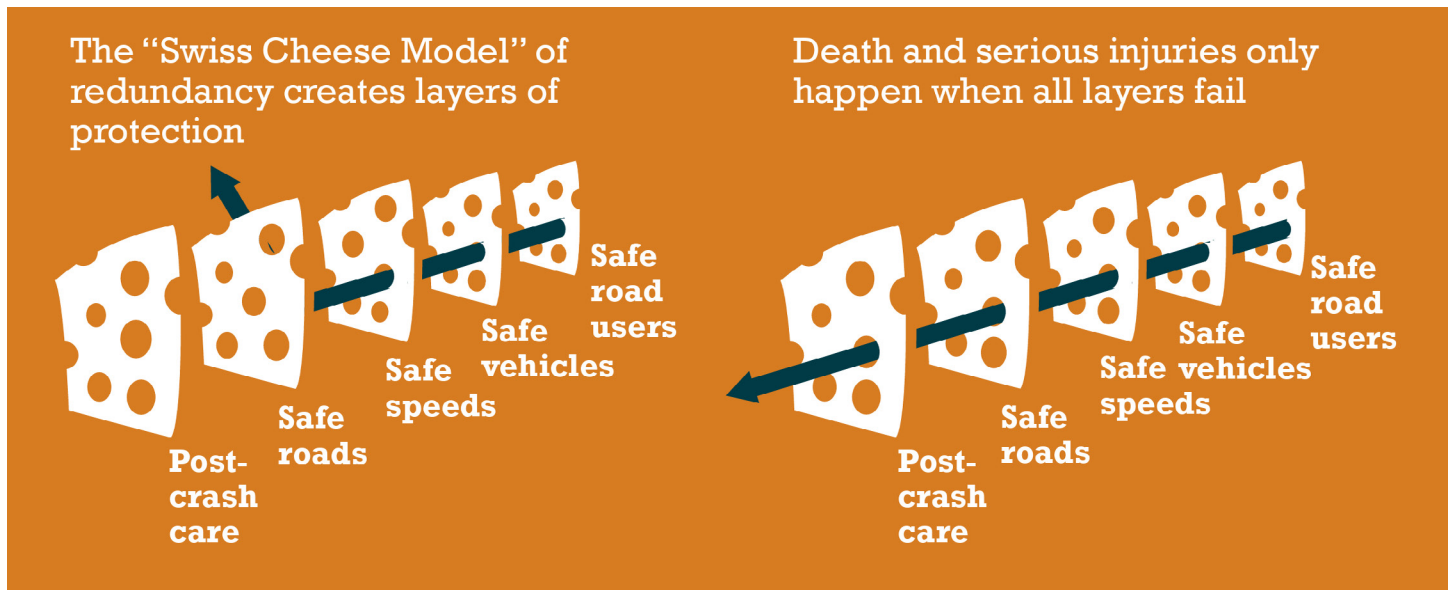
- 1 Deaths and serious injuries are unacceptable.
- 2 Humans make mistakes; system should be designed to prevent those mistakes from resulting in serious harm.
- 3 Humans are vulnerable to crash forces.
- 4 Responsibility is shared among all parts of the system, not just individual users.
- 5 Safety must be proactive, not reactive.
- 6 Redundancy is essential to save lives.



Figure 1. The Safe System Approach, FHWA

Why a Safe System Approach?

Using a Safe System Approach puts roadway safety first by treating people as people. Recognizing that humans make mistakes, the approach builds multiple protections into a roadway that cooperate with one another, offering what's known as the "Swiss Cheese Model" of redundancy. In this model, death and serious injury only happen in the unlikely event that every protection provided—from safer designs, to slower speeds, to better vehicle technology—fails.



Source: FHWA and Washington State Department of Transportation

The Safe System Approach can reinvent how a community thinks about safety. Instead of relying only on people to always do the right thing, this approach shares responsibility equally between drivers, city planners, engineers, and others. Everyone works together to make the whole system safer for all users. When we plan and design our roadways using The Safe System Approach, we work to prevent crashes before they happen and move toward our goal of having zero traffic deaths.

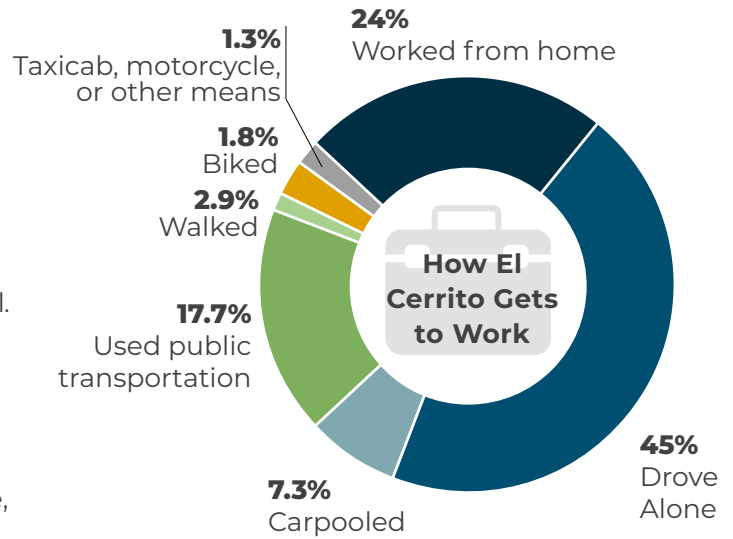


El Cerrito's Unique Transportation Needs

Despite its modest size (with 25,800 people in 2025), El Cerrito plays an outsized role in the regional transportation network.

The city is served by two BART stations and multiple AC Transit lines, giving residents access to a variety of travel options uncommon in similarly sized California cities. Its diverse transportation profile reflects El Cerrito's unique position within the Bay Area and underscores the importance of planning for safety across all modes of travel.

According to recent Census data which is the most widely available commute travel database, 52 percent of El Cerrito workers drive alone or carpool to work—far below the statewide average of 78.0 percent—while 18 percent use public transit, nearly 5 percent walk or bike, and about 24 percent work from home.⁶



SAN PABLO AVENUE

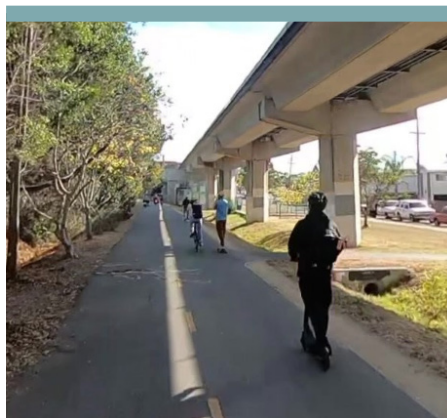
El Cerrito's transportation landscape is shaped in large part by San Pablo Avenue, the city's primary north-south corridor, highlighted in [Figure 2](#). San Pablo Avenue wears many hats: as a state route, it connects travelers to regional destinations via I-80 and I-580, while it also serves as a vital main street lined with shops, restaurants, and services. It provides access to the City's two BART stations and the Ohlone Greenway, supporting trips by foot, bike, bus, and car alike.

In many ways, San Pablo Avenue reflects the dual identity of El Cerrito itself—a small, close-knit community embedded within a highly connected urban region. Balancing these local and regional roles is central to El Cerrito's plans for a safer and more accessible transportation system.



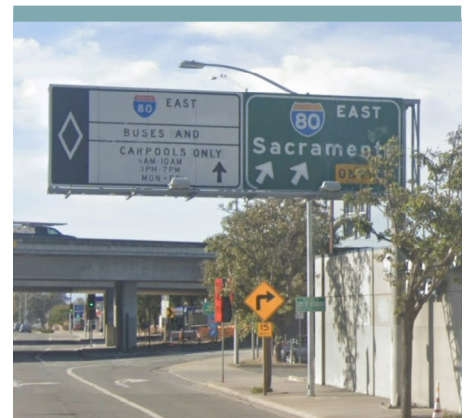
El Cerrito Plaza Station; Image from Google StreetView

Two BART stations (El Cerrito Plaza Station and El Cerrito Del Norte Station).



Ohlone Greenway; Image from Google StreetView

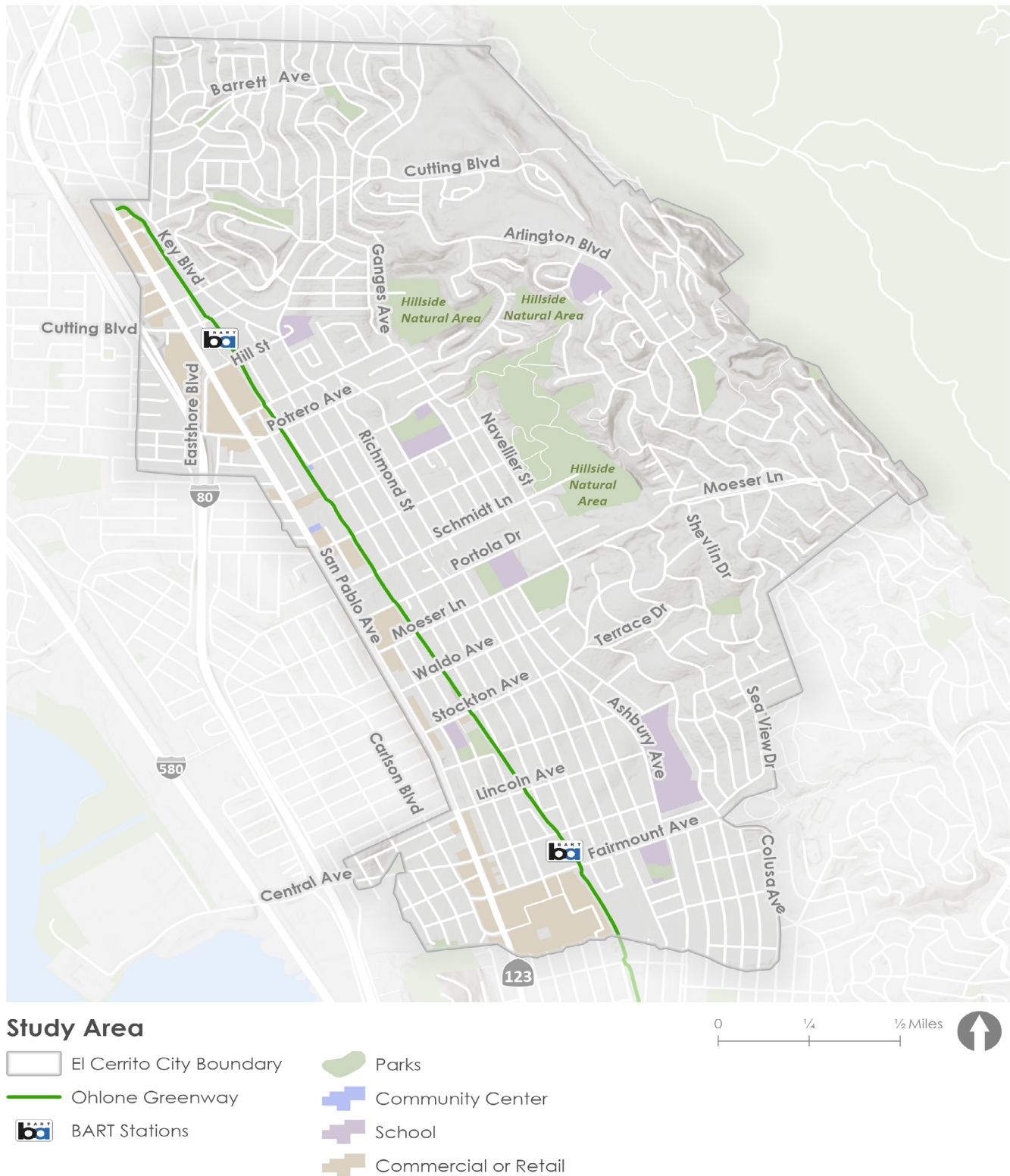
The Ohlone Greenway bike and pedestrian pathway connecting the northern and southern city limits.



Access to I-80 via Cutting Blvd from San Pablo Ave; Image from Google StreetView

Access to Interstates 80 and 580 that provide regional connections to San Francisco, Berkeley, Oakland, and beyond.

Figure 2. El Cerrito Local Road Safety Plan (LRSP) Study Area



EL CERRITO’S SOCIAL NEEDS & TRENDS

Disadvantaged Areas

Summarizing the crash impacts in disadvantaged communities can highlight potential safety disparities and guide targeted, equitable interventions for populations most vulnerable to traffic-related impacts. There are multiple ways to identify disadvantaged communities. For this study, a community in El Cerrito is considered disadvantaged if it meets the threshold for **any** of the following programs:

- **Metropolitan Transportation Commission (MTC) Equity Priority Communities**
- **U.S. Department of Transportation (USDOT) Equitable Transportation Communities**
- **USDOT’s RAISE Areas of Persistent Poverty**

Combined, these designations capture populations facing challenges related to transportation, employment, housing, health, socioeconomic conditions, and environmental pollution. [Figure 3](#) reveals two primary clusters of disadvantaged communities within El Cerrito.

Crashes in Disadvantaged Areas

Census Tract 3860
30% of all reported crashes
40% of all fatal and serious injury crashes

Census Tract 3892
17% of all reported crashes
10% of all fatal and serious injury crashes

Populations with Unique Transportation Needs

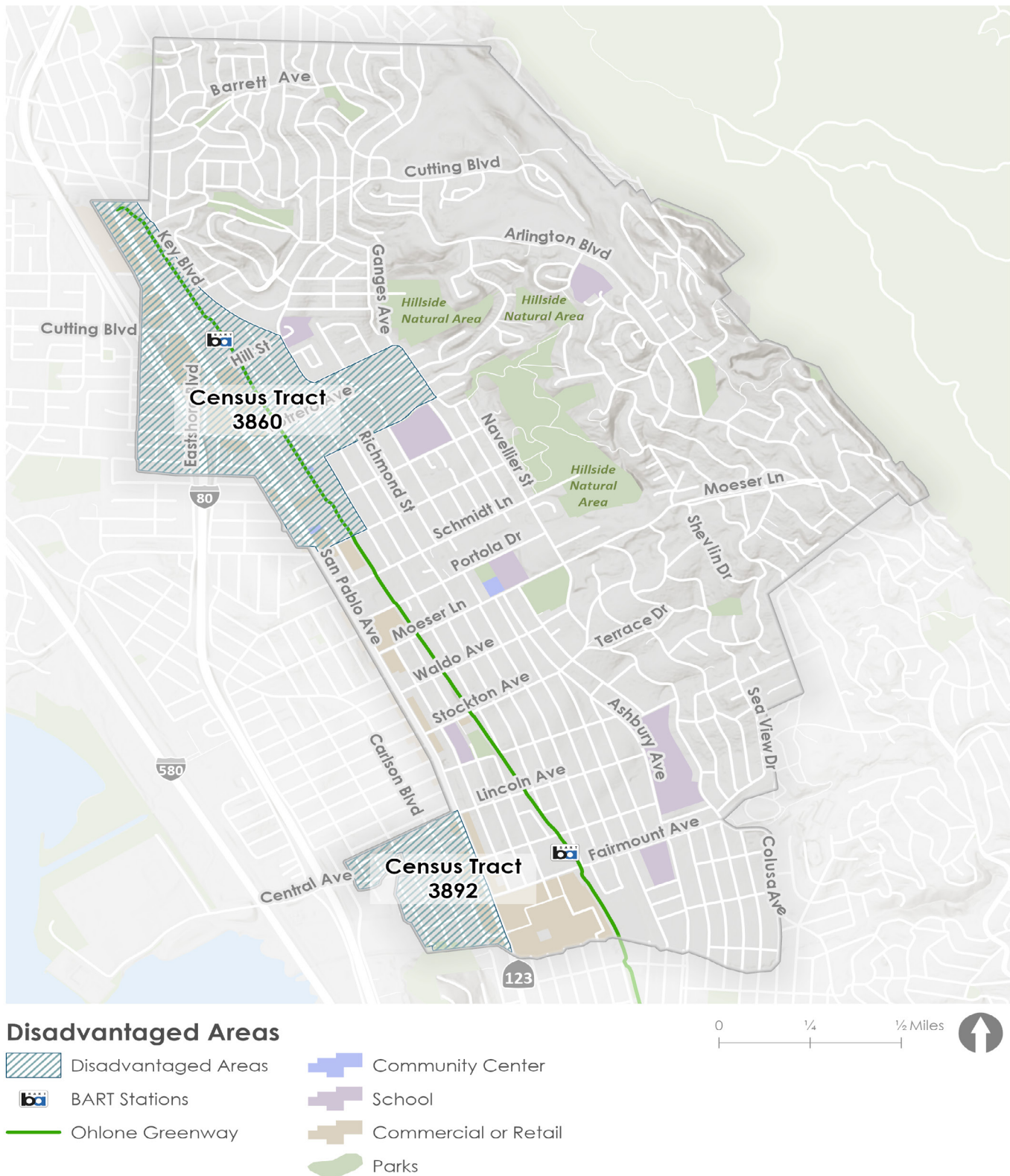
As shown in [Table 1](#), disadvantaged communities exhibit higher proportions of residents with unique transportation needs, including:

- **People with disabilities**, who may require longer pedestrian signal timings and are less likely to own a vehicle.
- **Low-income households**, which often may not be able to afford to purchase or maintain a car and therefore depend on walking, biking, and transit.
- **Households without a vehicle**, for whom safe sidewalks, protected bike lanes, and reliable transit are critical for daily mobility.
- **People 65 and older**, who may choose not to drive—even if they have access to a vehicle—or who travel outside peak commute periods, underscoring the need for safe crossings and off-peak transit service.

Table 1. *Populations with Unique Transportation Needs Citywide and in Disadvantaged Areas*

AREA	PEOPLE 65 YEARS OR OLDER	PEOPLE LIVING BELOW THE POVERTY LINE	PEOPLE WITH A DISABILITY	HOUSEHOLDS WITHOUT ACCESS TO A VEHICLE
Census Tract 3860	16%	17%	12%	17%
Census Tract 3892	11%	12%	9%	13%
Citywide	20%	8%	9%	8%

Figure 3. Disadvantaged Communities within El Cerrito



A VISION FOR SAFER STREETS

Plan Vision

The City of El Cerrito is committed to eliminating traffic fatalities and serious injuries by 2035 by prioritizing safety and enhancing the ability for all road users to travel safely in the city.



The vision above, in tandem with the Safe System Approach and Vision Zero principles, powers the effort to resolve El Cerrito's remaining safety gaps, from identifying priorities to directing resources and measuring progress over time. This vision also reflects El Cerrito's longstanding values around public safety, equity, and community well-being—and reinforces the City's role as a regional leader in advancing multimodal transportation safety.

Plan Goals

To support this vision and guide implementation, El Cerrito's LRSP establishes the following goals:



Achieve zero fatal and serious injury crashes on city roads by 2035.



Create and maintain opportunities for the public to identify needs and co-develop safety solutions.



Implement proven safety countermeasures to address common crash factors.



Coordinate with safety partners to share resources and promote roadway safety citywide.



Collaborate with Caltrans to identify and deliver safety improvements along San Pablo Avenue and at freeway interchanges.



Regularly monitor crash data and priority areas to support data-driven decision-making.

Commitment to Safety

To achieve its vision and goals, the City of El Cerrito is committed to eliminating roadway fatalities and serious injuries by 2035 and incorporating the Safe System Approach into future roadway safety efforts. We will use data and strategies in this LRSP to prioritize traffic safety and reduce crash risk on City-owned roadways.

The City pledges to prioritize the safety of all road users, especially the most vulnerable. Interventions will be proactive, and the City will design safer, more equitable streets; support fair and equitable enforcement of traffic laws; and promote robust public education about safe road use.

Plan Development

This LRSP was developed through collaboration between the City, safety partners, and local community members. Its development process followed five steps:



Existing Plans and Policies

The LRSP builds upon existing local, regional, and state plans that guide transportation safety and accessibility in El Cerrito.

STATE PLANS AND POLICIES

These plans set overarching goals and performance measures for all of California. These help individual jurisdictions within the state work toward the same values (like the Safe System Approach). Some state-level plans that informed this LRSP include:

- Caltrans Director's Policy 36 (2022)
- California Safe Roads: 2020–2024 Strategic Highway Safety Plan

REGIONAL PLANS AND POLICIES

More geographically focused than state plans, regional plans help El Cerrito plan in tandem with its immediate neighbors to coordinate investments. This LRSP aligns itself with the following regional plans:

- Contra Costa County Vision Zero Final Report (2022)
- CCTA Safety Policy and Implementation Guide (2021)
- CCTA Countywide Comprehensive Transportation Safety Action Plan (CCTSAP) (2024)

- MTC Regional Safety/Vision Zero Policy (2020)
- CCTA Countywide Bicycle and Pedestrian Plan (CBPP) (2018)

LOCAL PLANS

These plans are tailored to El Cerrito specifically, defining City-specific goals, needs, and timelines for short- and long-term improvements. This LRSP cooperates with the following local-level plans:

- El Cerrito General Plan
- El Cerrito Active Transportation Plan (2016)
- City of El Cerrito Strategic Plan (2015, updated 2023)
- San Pablo Avenue Specific Plan (2022)
- Berkeley–El Cerrito Corridor Access Plan (2023)

Community Engagement

Throughout the planning process, the City of El Cerrito engaged three core groups—a dedicated working group, City boards and committees, and local residents—through a series of in-person and virtual gatherings. These conversations helped ground the Plan in lived experiences and local priorities.

Working Group

Working group meetings focused on crash data, priority locations, existing safety efforts, and countermeasures. Working group members represented the following departments, agencies, and organizations:

- Caltrans
- City Committee on Aging
- City Environmental Quality Committee
- City of El Cerrito Community Development
- City of El Cerrito Fire Department
- City of El Cerrito Police Department
- City of El Cerrito Public Works
- City Planning Commission
- Contra Costa County Public Health
- El Cerrito/Richmond Annex Walk & Roll
- Trail Trekkers
- West Contra Costa Unified School District

City Boards and Committees

City boards and committees were instrumental in sharing the questionnaire and materials with the local public.

Local Residents

The City heard from more than 1,000 local residents, in person and online, to learn what daily travel is really like in El Cerrito. These stories were essential to shaping this Plan. Their major safety concerns are ranked below.



More than

1,000 residents

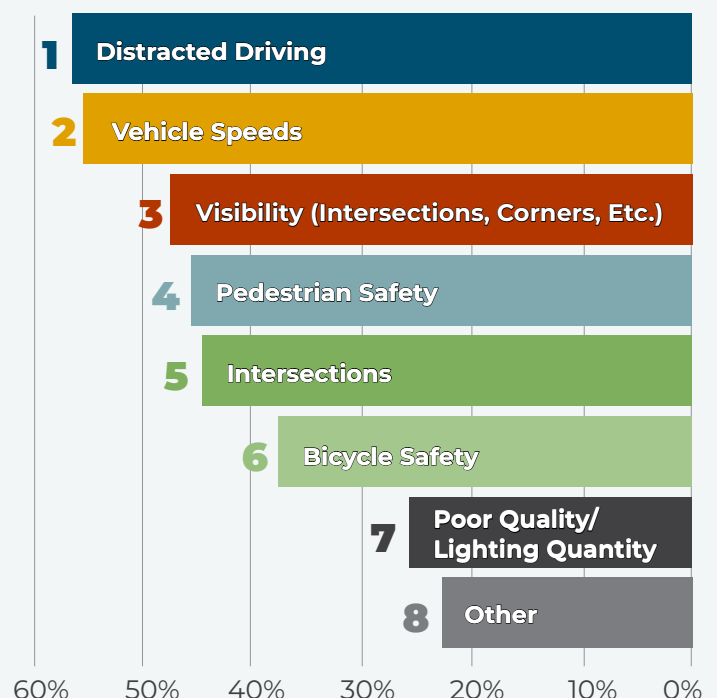
attended in person and online

Nearly 90%

of respondents agree or strongly agree

“Safety should be a top priority on our roads, even if that means reducing vehicle speeds.”

Figure 4. Community-Identified Safety Issues in El Cerrito



WHAT RESIDENTS TOLD US

There is overwhelming support for El Cerrito's Vision Zero approach:



3 in 4 people

(78 percent) said yes to whether the City should commit to being a Vision Zero city.

No neighborhood had fewer than 72 percent of responses in support of El Cerrito becoming a Vision Zero city.

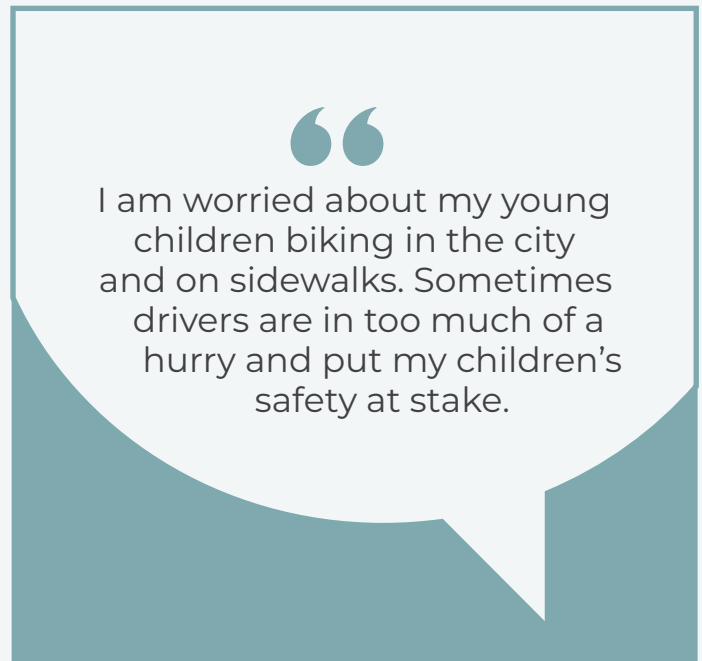
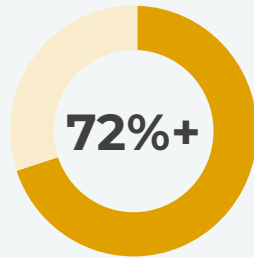
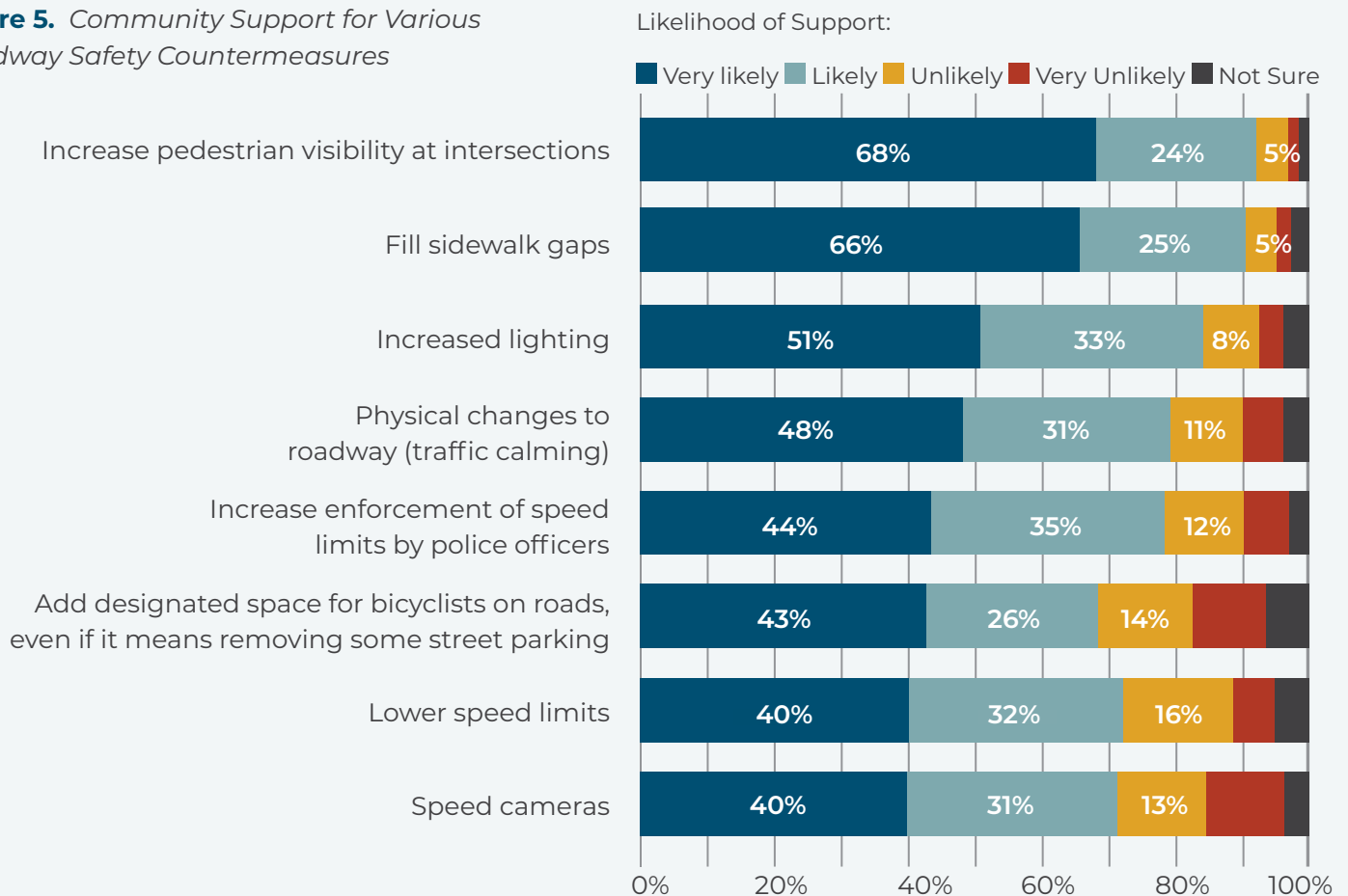


Figure 5. Community Support for Various Roadway Safety Countermeasures



CRASH TRENDS

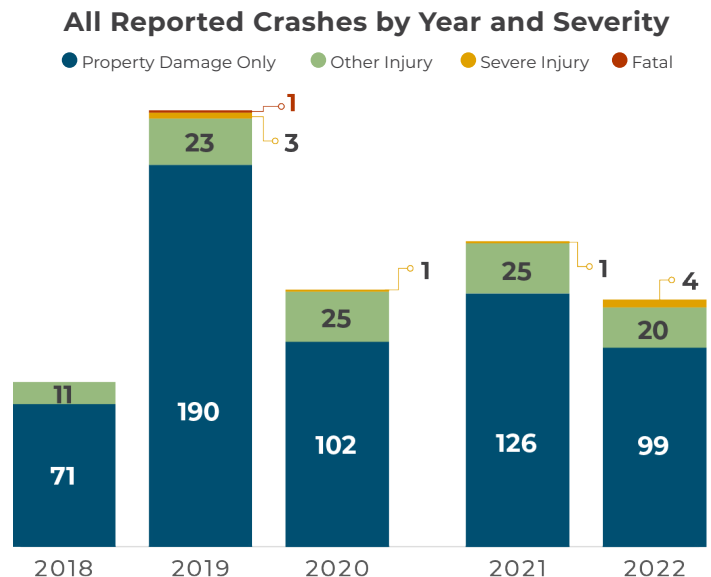
Implementing a Safe System Approach to achieve Vision Zero is an inherently data-informed process. This LRSP examines all non-State-highway crashes recorded in UC Berkeley SafeTREC's Transportation Injury Mapping System, focusing exclusively on local roadways. While San Pablo Avenue is a major thoroughfare, it is a State highway south of Cutting Boulevard and outside the City's jurisdiction and therefore evaluated separately. Crash types, roadway characteristics (e.g., lane configuration, posted speed, intersection control), temporal and spatial patterns, and the demographics of involved parties are analyzed. Based on the results of the analysis, "Emphasis Areas"—or crash profiles—were identified to target countermeasures and recommendations that advance the City's vision to eliminate fatalities and serious injuries.

During the study period, crashes on local roads averaged 98 per year. The most crashes occurred in 2019, when 146 non-highway collisions were reported, followed by 105 in 2021. Serious injury crashes took place in 2019, 2021, and 2022, and the only fatal crash occurred in 2019. In 2022, the combined proportion of fatal and serious injury crashes reached its highest level—4.7 percent of all local roadway collisions—with four serious injury collisions recorded.

Injury Classification Scale

- **Fatal**—Death at the crash scene or within 30 days afterward.
- **Serious Injury**—Serious harm such as broken bones, deep cuts, dislocations, or loss of consciousness.
- **Other Injury**—Visible injuries like bruises, scrapes, or swelling or reported complaints of pain without obvious marks such as dizziness, confusion, or limping.
- **Property Damage Only**—Crashes that damage vehicles or objects but cause no physical injuries.

Figure 6. Reported Crashes by Year and Severity on Local Roads within El Cerrito



Who Was Involved?

Identifying who was involved in crashes on local roads guides where to focus safety enhancements. Motor vehicles—cars and motorcycles—account for nearly 90 percent of all collisions on El Cerrito's local streets. Yet vulnerable road users bear a disproportionate share of serious outcomes: people walking—though involved in just 4 percent of local road crashes—represent 43 percent of fatal or serious injury collisions on those streets; and people biking—making up 7 percent of local road crashes—account for 29 percent of those serious incidents.

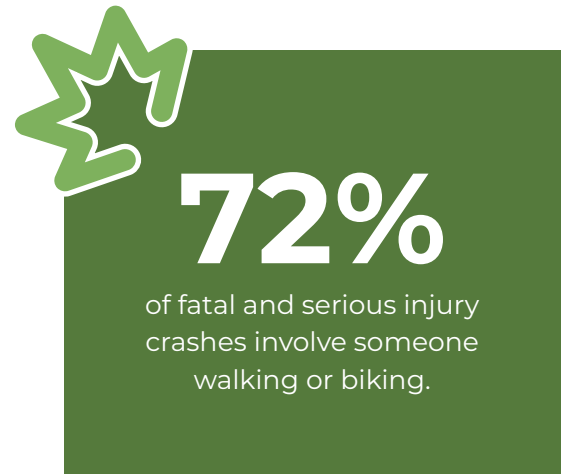
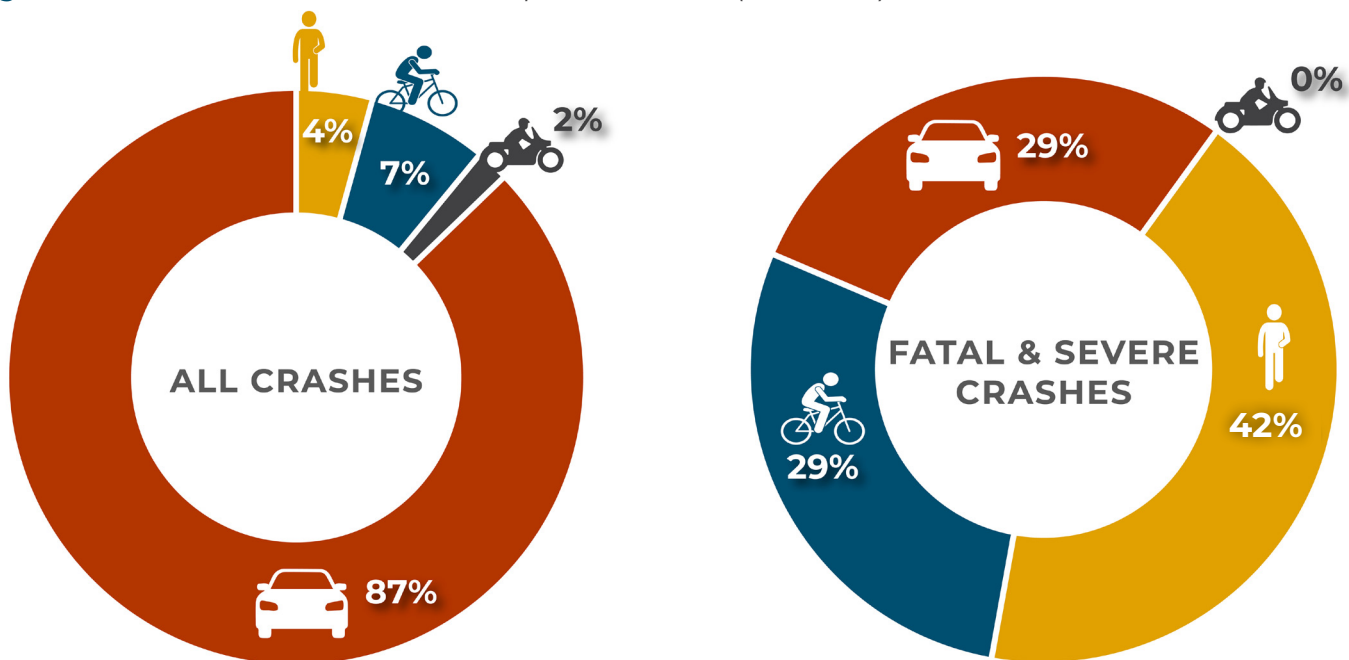


Figure 7. Mode of Travel Involved with Reported Crashes (2018-2022)



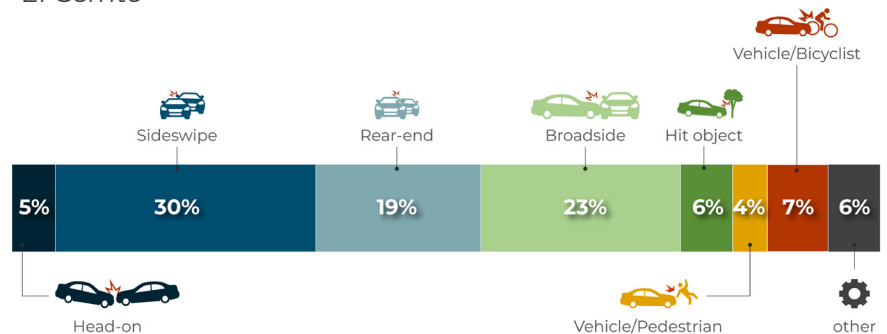
All crashes involve a motor vehicle, the graphs depict what other party was involved.

Crash Types

Classifying crashes by type reveals key collision patterns and guides targeted interventions. The most frequent crash types on El Cerrito's local roads are sideswipe, broadside, and rear-end. Two rear-end collisions resulted in serious injuries. Of all crashes causing injury, broadsides account for 25 percent, rear-ends 13 percent, head-ons 11 percent, and sideswipes 8 percent. Although

people walking and biking are involved in fewer total crashes, they represent 38 percent of any injury crash and 72% of fatal and serious injury crashes—highlighting their disproportionate vulnerability. Further, crashes involving people walking and biking are often underreported compared to crashes involving two motor vehicles so the likelihood of these crashes may be higher than what is shown. There were no reported crashes in the data for non-vehicle incidents.

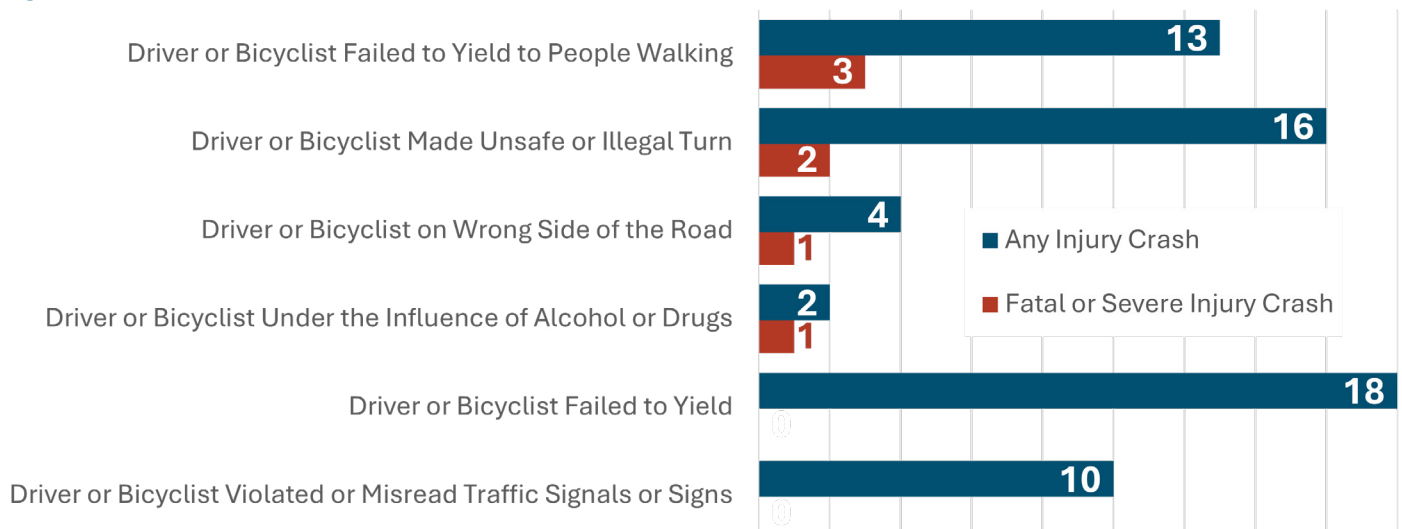
Figure 8. *Classified Crashes by Type on Local Roads within El Cerrito*



Primary Crash Factors

Reported crashes include one primary crash factor (PCF)—the single violation or road-user behavior that most contributed to the collision—from a standardized list, even when multiple factors apply. The chart below highlights the top PCFs for crashes resulting in fatal or serious injuries, as well as the most common PCFs across all injury crashes. These six factors account for all of fatal and serious injury collisions and 82 percent of all crashes causing any type of reported injury.

Figure 9. *Most Prevalent Crash Factors and Number of Crashes*



Where Did Crashes Occur?

INTERSECTIONS ON LOCAL ROADS

El Cerrito's tight street grid creates frequent conflict points at intersections. From 2018 to 2022, 90 percent of crashes that resulted in injury occurred within 250 feet of an intersection. Because most of the city's intersections are unsignalized, the vast majority of intersection crashes (98 percent) happened at non-signalized intersections, including six of the seven fatalities and serious injuries.

SAN PABLO AVENUE

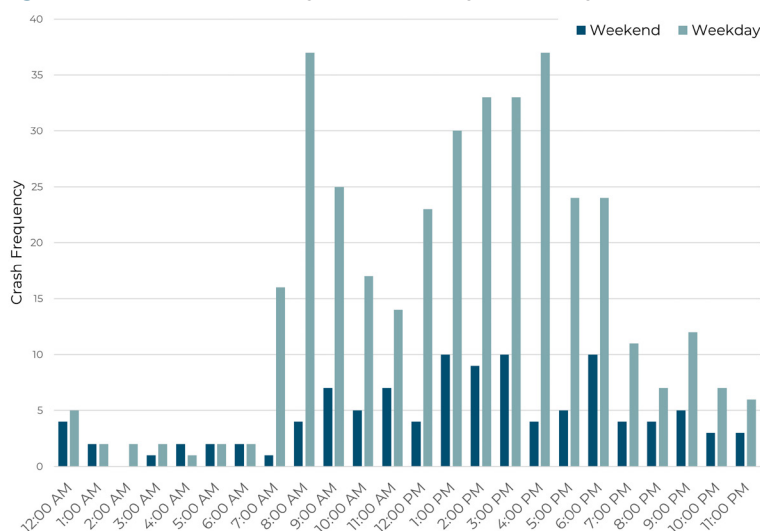
San Pablo Avenue emerges as a critical corridor for safety review: despite comprising less than 10 percent of El Cerrito's total lane miles, it accounts for fully 30 percent of all reported crashes and a staggering 42.5 percent of intersection crashes. Because key segments of this thoroughfare fall under Caltrans jurisdiction, any meaningful enhancements will require close, targeted coordination with State agencies to plan, fund, and implement effective design and operational improvements.

Although San Pablo Avenue makes up less than 10% of El Cerrito's total lane miles, the road sees 30% of the city's crashes.

When Did Crashes Occur?

Understanding when crashes happen—by time of day and day of week—can reveal underlying travel patterns, lighting conditions, and user behaviors. This temporal insight is essential for timing signal adjustments or directing enforcement to high-risk periods. Weekday collisions peak during commuting hours of 8–10 a.m. and in the afternoon from 12–7 p.m.; weekend crashes cluster 1–3 p.m. and 6–7 p.m. Though data is limited, all but one fatal and serious crashes occurred from August to November, with two serious injuries and one fatality coinciding with the September school-year start and daylight-saving shifts.

Figure 10. Crash data by time of day and day of week



HIGH INJURY NETWORK

The High Injury Network (HIN) identifies high-risk streets to help focus safety resources on areas with the greatest need. To develop the HIN, 2023–2025 crash data were added to the 2018–2022 crash data presented in the Crash Trends section. Expanding the crash data period was necessary to include fatal and serious injury crashes that occurred during the LRSP’s development. Weights were assigned to roadway type, crash density, crash severity, and the crash victim mode of travel, which were spatially joined to create the network.

Across the seven-year period between 2018 and 2025, El Cerrito’s HIN accounted for 72 percent of all injury crashes and 18 of the 21 fatal and serious injury crashes, despite comprising only 5 percent (five miles) of the City’s road network. About 75 percent of the HIN is located within the City’s two disadvantaged communities, underscoring the relationship between road safety and equity outcomes. The HIN methodology is presented in Appendix A.



18 of 21
Fatal & Serious
Injury Crashes

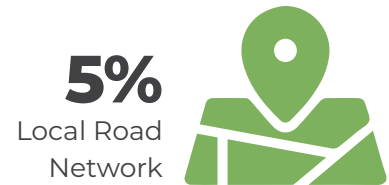
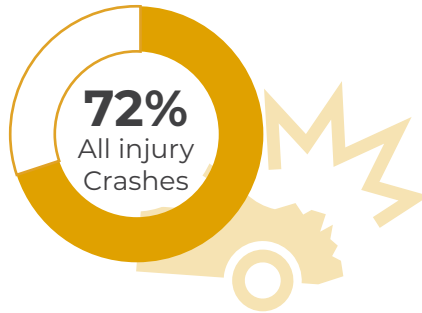
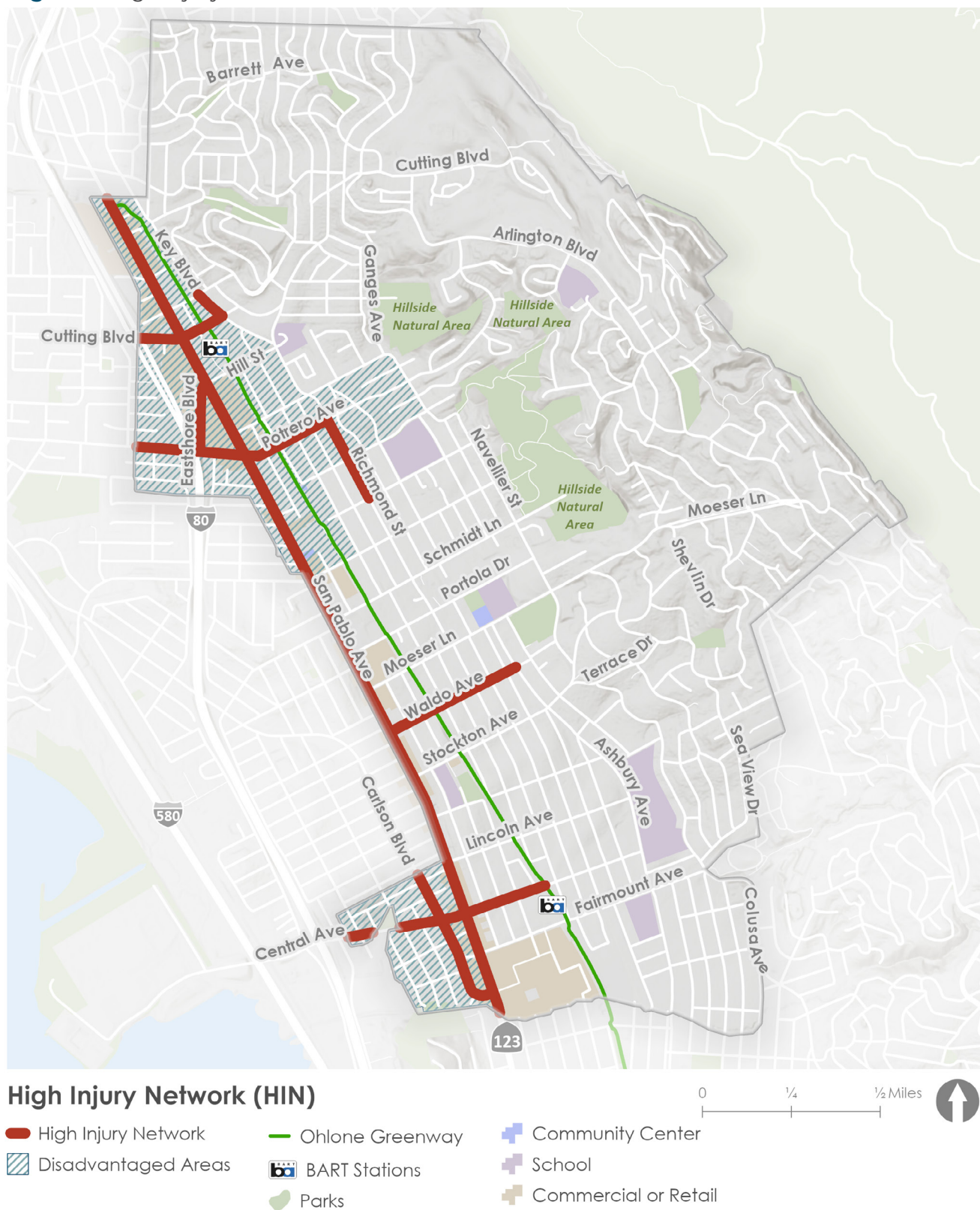


Figure 11. High Injury Network

2018–2025 Injury Crashes

21 Fatal & Serious Injury Crashes



4 fatalities



17 serious injuries



18 on arterial roadways



16 bicyclist or pedestrian

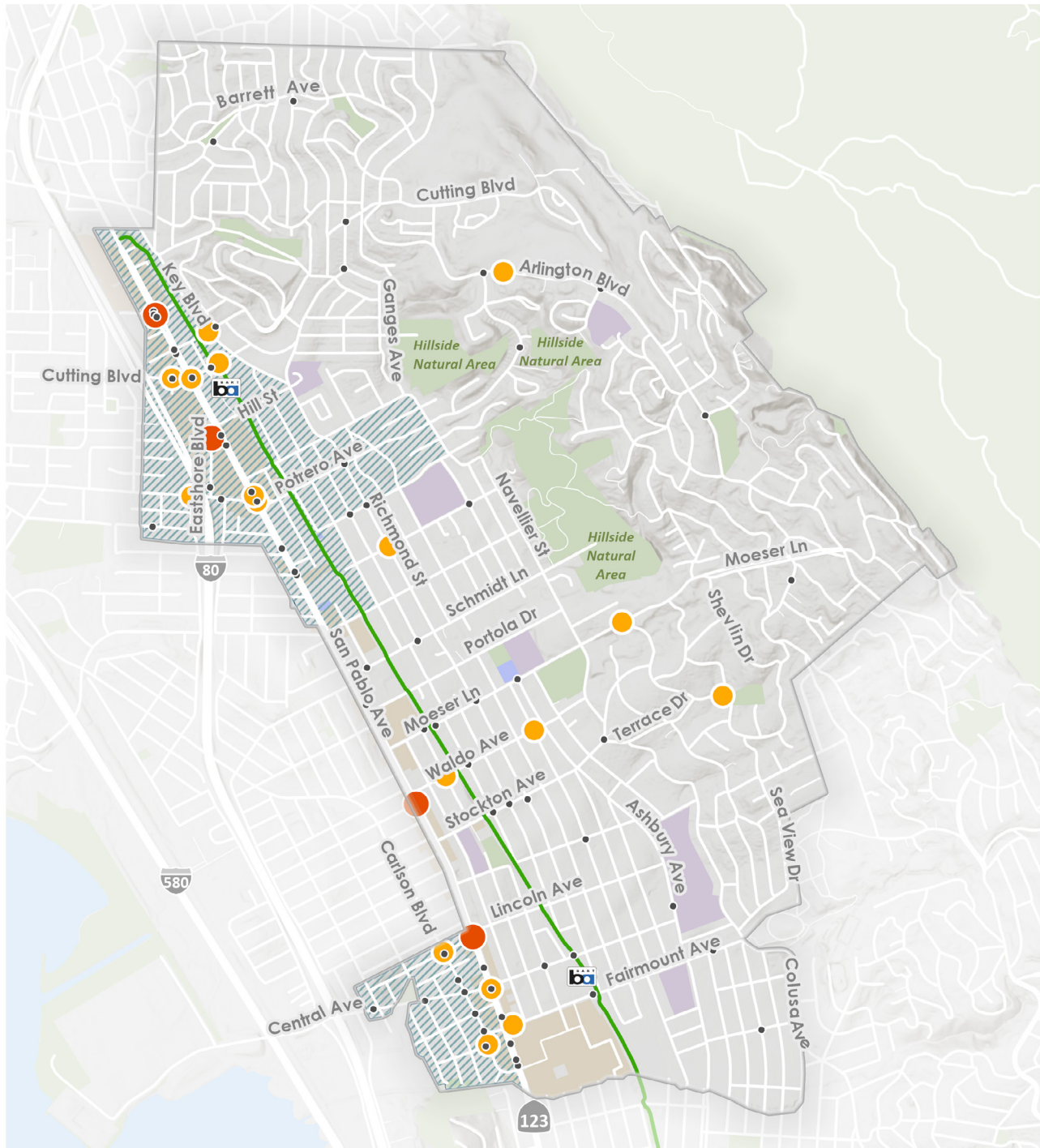


13 in disadvantaged communities

7

on San Pablo Avenue

When focusing on crashes that resulted in a fatality or serious injury, vulnerable road users were most impacted with bicyclists and pedestrians involved in 76% of the crashes. And while 22% of El Cerrito's population lives in disadvantaged community census tracts, 62% of fatal and serious injury crashes occurred in disadvantaged communities. Regarding where fatal and serious injury crashes happen, one-third occurred on San Pablo Avenue with and over two-thirds on arterial roadways.

Figure 12. Crashes by Severity**Crashes By Severity**

- Fatal Crashes 2018 - 2025
- Severe Injury Crashes 2018 - 2025
- All Injury Crashes 2018 - 2022

- ▨ Disadvantaged Areas
- Ohlone Greenway
- BA BART Stations

- Parks
- Community Center
- School
- Commercial or Retail

0 1/4 1/2 Miles



Not shown: in 2024, a pedestrian was killed by a driver on private property at the El Cerrito Plaza Shopping Center.

EMPHASIS AREAS

By listening to the concerns of the community and analyzing El Cerrito's crash data, we gained a rounded understanding of the area's most pervasive safety gaps, or its "Emphasis Areas." These Emphasis Areas reflect the locations, roadway features, and user behaviors most frequently implicated in serious and fatal collisions. Identified through spatial clustering and attribute analysis of more serious crashes alongside qualitative input from residents, these Emphasis Areas provide a structured framework for prioritizing safety investments.

Speed Management

Managing speeds is critical to achieving zero fatalities. Higher speeds increase kinetic energy, which worsens crash severity. The human body can only tolerate so much force in a crash, and vulnerable road users, like bicyclists and pedestrians, can tolerate much less than people within vehicles.

In California Office of Traffic Safety (OTS) crash rankings, El Cerrito generally ranks in the last 10 percentile compared to other cities of similar size in terms of speed-related crashes, which suggest past speed management efforts have been effective and ongoing commitment can help reinforce the result.

This Emphasis Area aligns with the Contra Costa Countywide Transportation Safety Policy and Implementation Guide's recommendation to encourage safer speeds and implement context-appropriate limits.

Pedestrians and Bicyclists

Citywide, 7 out of 10 fatal and serious injury crashes involve a pedestrian or bicyclist. More than half of pedestrian crashes occur while crossing in a marked crosswalk at an intersection. High-incidence locations include San Pablo Avenue, Carlson Boulevard, and Cutting Boulevard.

Unsignalized Intersections

In El Cerrito, 84 percent of crashes occur at unsignalized intersections, which are the primary type of intersection, due to improper turning movements, unsafe starting and backing, or speeding. Frequent crash locations include the unsignalized intersections along San Pablo Avenue and Carlson Boulevard.

ACTION PLAN

To guide strategic safety enhancements across El Cerrito, this Action Plan builds around the Emphasis Areas. Leveraging a Safe System Approach that incorporates both proactive and responsive measures, the Action Plan outlines a suite of location-specific strategies and countermeasures, policy initiatives, and programs, all tailored to further advance El Cerrito's goal of zero fatalities and serious injuries.

Each action is categorized as “responsive” and/or “proactive.”

- Responsive actions address fatal and serious injury crashes. These actions are the highest priority.
- Proactive actions seek to prevent fatal and serious injury crashes before they happen. These actions were selected based on minor-injury crash patterns and potential risk areas.

ACTION 1—Vision Zero El Cerrito: Launch, fund, and maintain the Vision Zero El Cerrito program to institutionalize Safe Systems Approach and Vision Zero principles citywide. The Program includes:

- a. Establish an internal Vision Zero Task force with Public Works, Community Development, Public Safety, and City Management staff representation to oversee and guide the LRSP's implementation
- b. Regularly gather, monitor, and evaluate crash data to track progress and identify areas for improvement.
- c. Perform and publish before-and-after evaluations for major safety projects to evaluate effectiveness.
- d. Summarize and publish progress on the LRSP's Action Plan as part of the annual General Plan Progress Report.
- e. Refresh the LRSP on a five-year cycle, updating the High Injury Network and Action Plan. Conduct a comprehensive update of the LRSP every ten years.

ACTION 2— Project Development: Consistent with the City's Complete Street Policy, apply the Safe System Approach and Vision Zero principles for all project types and phases of development.

- a. Review, and if needed update, the City's Complete Street Policy to incorporate the Safe System Approach and Vision Zero principles.
- b. Develop and adopt a Vision Zero design and data gathering checklist to consistently apply the Safe System Approach for all project types.
- c. Institutionalize use of the Complete Street Policy, Safe System Approach, and Vision Zero checklist through regular staff training.

ACTION 3— Priority Locations: Fund, design, and build the safety countermeasures identified for the Priority Locations in page 27.

- a. Maximize the use of quick-build materials and economical delivery methods to implement countermeasures in months or years, not decades.
- b. Exempt the Priority Locations countermeasures and the Backbone Bikeway upgrades from the City's parking removal appeal process.
- c. Maintain partnerships with Caltrans and regional agencies to fund, design, and build safety countermeasures along the Caltrans-controlled section of San Pablo Avenue.
- d. Coordinate with transit agencies during the planning, design, and construction of safety countermeasures.

ACTION 4—25-mph Citywide Maximum Speed Limit: Employ the latest speed limit-setting authority to set, maintain, and enforce a 25-mph maximum citywide speed limit.

- a. Maintain and regularly update Engineering & Traffic Surveys and other applicable engineering studies to allow for efficient traffic enforcement.

ACTION 5— Target Speeds: Design streets for Target Speeds, the intended safe speed, not prevailing speeds. Identify target speeds for all streets, analyze existing travel speeds, and apply a set of intuitive self-enforcing design controls to manage speeds.

- a. Update the Neighborhood Traffic Management Program criteria to prioritize traffic calming in areas with the greatest needs. Consider crash history; proximity to people generators, such as schools, business districts, and transit centers; and, equity.

ACTION 6—Automated Speed Enforcement: When other countermeasures fail to address unsafe speeds along the High Injury Network, consider automated speed enforcement technology, as soon as it is permitted under state law.

ACTION 7— Backbone Bikeway Network: As defined in Appendix A, the Backbone Bikeway Network is a high crash-risk subset of the Active Transportation Plan's Bikeway Network. Formally update the Active Transportation Plan to provide or expand dedicated bicycle facilities by removing and repurposing about half of the existing street parking along the Backbone network. Exempt the Backbone Bikeways from the City's parking removal appeal process.

ACTION 8— Intersection Design Guide: Develop an intersection design guide to standardize pavement marking and signage practices to reduce risk and crash severity. Consider street classification, target speeds, modal networks, and sight distance criteria.

ACTION 9—Safe Routes to School: Regularly coordinate with Contra Costa Public Health's Safe Routes to School Program to shape and inform City-led safety projects, share data, and align Vision Zero messaging. Support countywide and regional funding initiatives to maintain and expand the County program.

ACTION 10—E-Bikes & Powered Micromobility: Allow and encourage Class 1, 2, and 3 e-bikes and other legal mobility devices on all bikeways, consistent with state law.

- a. Address behaviors that create safety risks, such as reckless operation and illegal use of off-highway vehicles or other unpermitted mobility devices.
- b. Educate and inform the public of the legal distinctions and operator requirements for e-bikes, e-motorcycles, and other devices.
- c. Monitor and advocate for state legislation that protects Class 1, 2, and 3 e-bikes while addressing speed, power, user age limits, and consumer labeling requirements for e-motorcycles and other electrically powered vehicles that exist outside the three e-bike classifications.



Small staff effort, less than 1-2 years to implement, or low cost



Medium staff effort, 2-5 years to implement, or considerable costs



Large staff effort, long term 5-10 years to implement, or significant costs

	Responsive	Proactive	Effort	Speed Management	Pedestrians & Bicyclists	Unsignalized Intersection
1. Vision Zero El Cerrito	✓	✓	⬆	✓	✓	✓
2. Project Development	✓	✓	⬆	✓	✓	✓
3. Priority Locations	✓	✓	⬆	✓	✓	✓
4. 25-mph Citywide Max. Speed Limit	✓	✓	⬆	✓	✓	✓
5. Target Speeds	✓	✓	⬆	✓	✓	✓
6. Automated Speed Enforcement	-	✓	⬆	✓	✓	✓
7. Backbone Bikeway Network	-	✓	⬆	-	✓	-
8. Intersection Design Guide	✓	✓	⬆	-	-	✓
9. Safe Routes to School	-	✓	⬆	-	✓	-
10. E-Bikes & Powered Micromobility	-	✓	⬆	-	✓	-

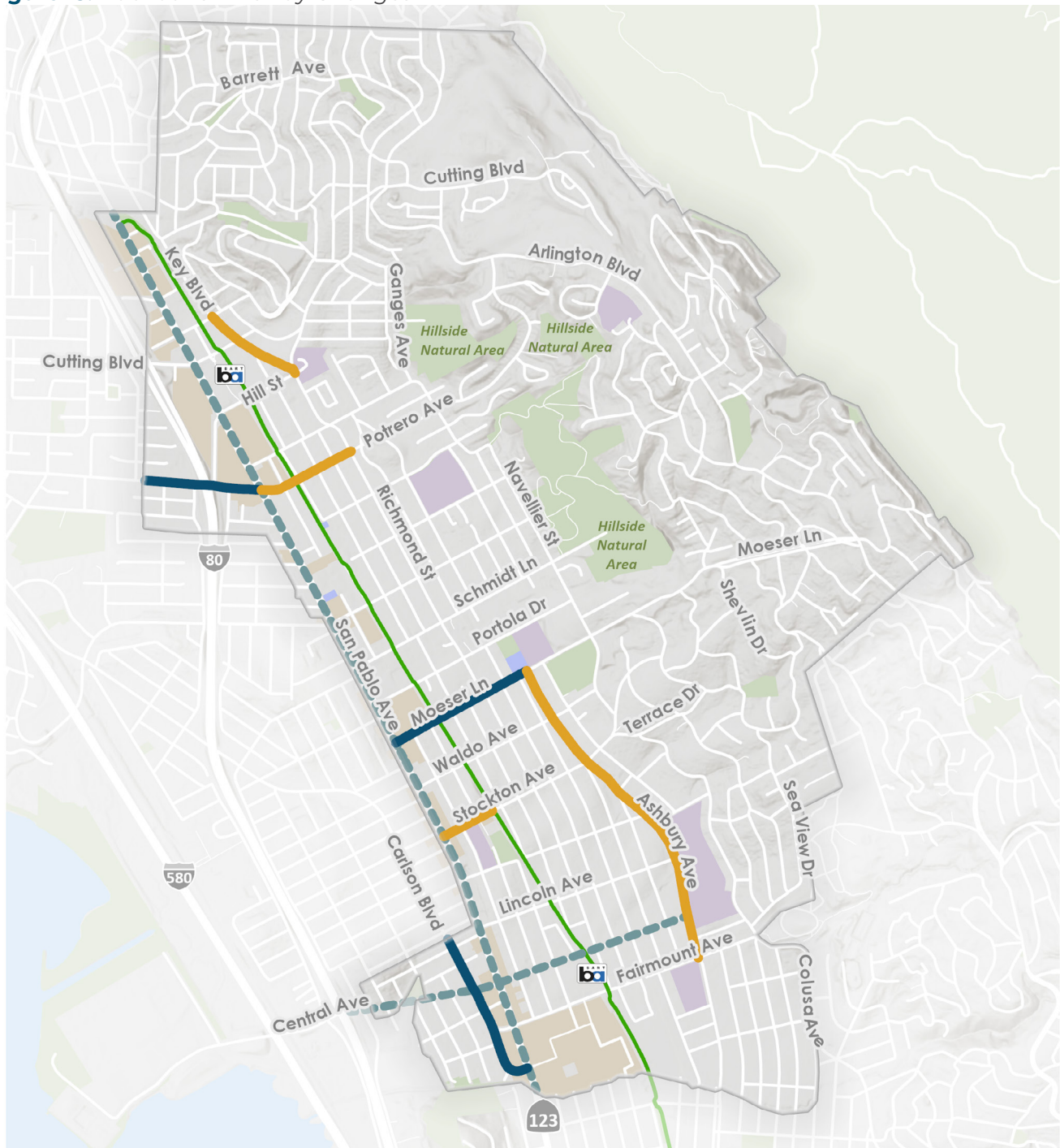
Backbone Bikeways

Bicycling activity in El Cerrito is expected to grow in the future as a result of City policies which promote compact development near transit and less reliance on driving. Prioritizing bikeway infrastructure upgrades where bicycling is expected to increase the most during the LRSP's ten-year plan horizon is an important proactive safety strategy.

The "Backbone Bikeway" network was created to identify a priority bikeway network and facility types that would have the strongest safety outcomes based on the following criteria:

- **Geographic Area:** The bikeway must be west of or along Ashbury Avenue, Richmond Street, or Key Boulevard (south of Knott Avenue).
- **Existing Bikeway:** The bikeway must be an existing (as of 2026) bikeway of any facility type, identified with signs or pavement markings.
- **Road Classification:** The bikeway must be along a minor arterial street or above. San Pablo Avenue and Central Avenue are excluded since active planning studies will inform bikeway designs for these corridors.
- **Facility Type Upgrades:** The recommended bikeway facility type upgrade is based on FHWA's Bikeway Selection Guide.

These criteria focus on existing, established bikeways that are along major streets, and in areas where bicycling demand is expected to grow the most. Additional details are presented in Appendix A.

Figure 13. Backbone Bikeway Changes

Backbone Bikeway Upgrades

- Bike Lane (Class II) to Buffered Bike Lane (Class II) or Protected Bike Lane (Class IV)
- Bike Route (Class III) to Bike Lane / Buffered Bike Lane (Class II) or Protected Bike Lane (Class IV)
- - - Bikeway Upgrades and Alignment To Be Identified as Part of a Separate Planning Effort
- Ohlone Greenway
- Parks
- School
- BART Stations
- Community Center
- Commercial or Retail

0 1/4 1/2 Miles

PRIORITY LOCATIONS

The City identified four Priority Locations along the HIN and selected nine proven safety countermeasures to deliver impactful safety outcomes at these locations. The four Priority Locations are:

- San Pablo Avenue
- Downtown Arterials
- Uptown Arterials
- Waldo Avenue

Countermeasures

The countermeasures were selected based on the following principles.

- **Economical:** Maximum safety benefits for the lowest cost
- **Effective:** Most directly addresses specific safety needs
- **Rapid Deployment:** Ability to build in months or years, not decades

All countermeasures should maximize the use of quick-build materials, such as paint and plastic posts, which require fewer resources to plan, design, and build but which can provide equivalent safety outcomes to traditional methods.

Countermeasures & Public Transit

Public transit is among the safest ways to travel and increasing transit mode share has direct safety benefits. It is ten times safer per mile than traveling by car because it has less than a tenth the per-mile traffic casualty rate as automobile travel. On a per-mile basis, rail transit is 18 times safer than traveling in a passenger vehicle. Since all transit users begin and end their trip walking or rolling to their final destination, these safety countermeasures will improve safety for transit riders when they are outside a transit vehicle, and at greater risk of a fatal or serious injury crash.

*References: Safe Trips to BART: An Action Plan for Safer Roadways;
The Hidden Traffic Safety Solution: Public Transportation*



Countermeasure	Speed Humps
Emphasis Area	 Speed Management
Cost	\$
Effectiveness	85th-Percentile Speed: 20-40% Reduction

Speed humps are pavement mounds designed for slower approach speeds than speed tables and are suitable for streets with low target speeds and those not on a transit or emergency vehicle response route. Speed humps are recommended along Waldo Avenue, the only local street on El Cerrito’s HIN, and as part of a Neighborhood Slow Zone Pilot for other local streets near Waldo Avenue. A proactive strategy, the Slow Zone Pilot consists of a coordinated traffic-calming strategy that includes speed humps, gateway treatments, and lower speed limits that would be deployed on all local streets within a defined area.



Source: NACTO

Countermeasure	Speed Tables
Emphasis Area	 Speed Management
Cost	\$\$
Effectiveness	85th-Percentile Speed: 20–40% Reduction

Speed tables are pavement mounds with gradual slopes and an elongated flat top, allowing for higher approach speeds than speed humps while curbing the worst speeding behavior. These characteristics lessen effects on transit and emergency vehicle routes, which often overlap with El Cerrito’s HIN. Due to their relatively lower construction and maintenance cost, high effectiveness, and suitability on major roads, speed tables are recommended at key sites along Priority Location corridors to reduce speeds in high conflict areas, thereby reducing kinetic energy and crash severity should one occur. Broader citywide deployment would require additional review with transit and emergency services providers.



Countermeasure	Bicycle Lanes
Emphasis Area	 Bicycle / Pedestrian
Cost	\$–\$\$
Effectiveness	Total Crashes: 30–49% Reduction

Bicycle lanes are dedicated areas for bicycle travel along major roads, with additional physical separation between bicycles and vehicles provided on major roads with more than 7,000 vehicles per day or speeds greater than 25 mph. El Cerrito's transportation and land use policies promote non-auto travel to reduce congestion and parking demand and achieve environmental goals. To ensure that future residents have a safe space to travel, El Cerrito will need to build out its bicycle network, which includes providing dedicated space for bicycling on some major roads.

Countermeasure	Road Diet
Emphasis Area	 Speed Management  Bicycle / Pedestrian  Unsignalized Intersections
Cost	\$\$
Effectiveness	Total Crashes: 19–47% Reduction

Road diets typically involve converting an existing four-lane roadway to a two-lane roadway with center left-turn lanes. Road diets can improve safety for all road users by reducing vehicle speeds, shortening pedestrian crossing distances, expanding space for bicycling, and reducing broadside crashes at side street intersections. Typically, road diets can be implemented on streets with fewer than 20,000 vehicles per day without major delays to drivers, transit, and emergency vehicles. Carlson Boulevard and Potrero Avenue are two HIN corridors with less than 20,000 vehicles per day and are recommended road diet candidates.



Countermeasure Crosswalks: Beacon Systems (RRFB or PHB)
Emphasis Area  Bicycle / Pedestrian

Cost \$\$-\$\$\$

Effectiveness Pedestrian Crashes:
47–55% reduction

Rectangular Rapid Flashing Beacons (RRFBs) and Pedestrian Hybrid Beacons (PHBs) are two types of systems that help pedestrians cross multilane, high-speed (>25 mph), high-volume (>15,000 vehicles per day) roads at uncontrolled crosswalks, or at locations where drivers are required to yield to pedestrians despite a lack of signals or signs saying so. Along these roads, drivers are less likely to yield to pedestrians, and crash outcomes are generally more severe should one occur. RRFBs and PHBs dramatically reduce crashes at crosswalks along these types of roadways.


Countermeasure Crosswalks: New Midblock Crosswalk
Emphasis Area  Bicycle / Pedestrian

Cost \$\$-\$\$\$

Effectiveness Pedestrian Crashes:
47–55% Reduction

El Cerrito's Crosswalk Policy states that new crosswalks should be considered at places where people would like to cross the street. Along the current HIN, crosswalks can be up to 1,100 feet apart, or four times the length of a typical urban block. These gaps can lead to pedestrians crossing midblock at undefined locations that lack the crosswalk safety countermeasures needed along high-speed roads. As a responsive strategy, new midblock crosswalks are recommended at key locations where pedestrian crashes are highest and as a proactive strategy where demand for pedestrian crossings is anticipated to increase. At some locations, new midblock crosswalks should be coupled with median fencing to direct pedestrians to safe crossing locations. However, fencing is not a substitute for providing a safe crossing location and should be installed only after or alongside a new midblock crosswalk.



Countermeasure	Unsignalized Intersection Bundle
Emphasis Area	 Unsignalized Intersections  Bicycle / Pedestrian
Cost	\$-\$-\$
Effectiveness	Various

The Unsignalized Intersection Bundle includes a collection of high-impact, low-cost efforts to address common safety issues at unsignalized intersections. The bundle's baseline elements should always be undertaken, while potential elements should be evaluated and considered after evaluating intersections on a case-by-case basis.

Baseline elements

- Check and clear sightlines
- Update signage and markings
- Advanced stop line

Potential elements

- High-visibility crosswalk markings
- Sidewalk extension
- Centerline + daylighting hardening
- Evaluate alternative control options

Countermeasure	Signalized Intersection Bundle
Emphasis Area	 Speed Management  Bicycle / Pedestrian
Cost	\$-\$-\$-\$
Effectiveness	Various

The Signalized Intersection Bundle includes both physical and operational changes to traffic signals to improve visibility and reduce conflicts. Many of the signalized intersections along El Cerrito's HIN currently include the bundle's baseline elements, described below, but these features should be maintained as traffic signals are upgraded or replaced. Potential elements are listed for consideration along San Pablo Avenue, both at specific locations and corridor-wide. Emergency vehicle preemption and transit signal priority equipment should also be included for new or major traffic signal improvements.

Baseline elements

- Install reflective backplates
- Install leading pedestrian intervals
- Install countdown pedestrian signals

Potential elements

- Install protected phases
- Adjust signal timing
- No right turn on red





Countermeasure	Near-Miss Analysis
Emphasis Area	 Bicycle / Pedestrian  Unsignalized Intersections
Cost	\$
Effectiveness	N/A

Near-miss analysis uses advanced software to screen and evaluate traffic video and identify high-risk events and patterns before fatal or serious injury crashes occur. Near-miss analysis is best employed at locations where complicated interactions between users make assessing patterns and selecting countermeasures difficult. The analysis is recommended at several locations along the Ohlone Greenway and at the Cutting Boulevard and San Pablo Avenue intersection. The data and analysis would then inform countermeasure selection.

SAN PABLO AVENUE



3 Fatal
Crashes



4 Serious Injury
Crashes

San Pablo Avenue accounts for nearly 30 percent of El Cerrito's crashes, with high-frequency incidents at major cross-streets and midblock segments. Responsive countermeasures focus on addressing serious injury pedestrian crashes at uncontrolled crosswalks and midblock locations. Proactive countermeasures include new midblock crosswalks and east-west bicycle connections. Because portions of San Pablo Avenue fall under Caltrans jurisdiction, strategic coordination is required to secure approvals and implement improvements.

ID	Location	Countermeasure
Responsive		
S-R.1	Corridor	Signalized Intersections: Bundle
S-R.2	Cutting Blvd	Near-Miss Analysis
S-R.3	Blake St	Crosswalk: New Midblock
S-R.4	Potrero Ave	Signalized Intersections: Protected Phases
S-R.5	Waldo Ave	Crosswalk: PHB or RRFB
S-R.6	Avila Ave	Crosswalk: New Midblock
Proactive		
S-P.1	Madison Ave	Crosswalk: PHB or RRFB
S-P.2	Jefferson Ave	Crosswalk: New Midblock
S-P.3	Portola Dr	Crosswalk: PHB or RRFB
S-P.4	Plumas Ave	Bicycle Lanes: East-West Crossing
S-P.5	Plumas Ave	Crosswalk: New Midblock
S-P.6	Huntington Ave	Crosswalk: New Midblock
S-P.7	Stockton Ave	Bicycle Lanes: East-West Crossing
S-P.8	Sacramento Ave	Crosswalk: PHB or RRFB
S-P.9	Lincoln Ave	Bicycle Lanes: East-West Crossing
S-P.10	Lincoln Ave	Crosswalk: PHB or RRFB
S-P.11	Carlson Blvd	Bicycle Lanes: East-West Crossing
S-P.12	Carlson Blvd	Signalized Intersections: Protected Phases

SAN PABLO AVENUE COUNTERMEASURE NOTES

S-R.1 / Signal Timing: S-R.1 includes traffic signal-timing changes as a speed management and pedestrian safety countermeasure. Potential strategies include:

- **Side street rest in “Walk”:** Instead of having side street crosswalks rest in “Don’t Walk,” reprogram the signals to rest in “Walk” with minimal delays to drivers or transit.
- **Progression and coordination:** Set signal timing to encourage progression speeds that are at or below the target speed.
- **Rest In red:** Discourage speeding by displaying red lights in all directions during late night/early morning hours. The signal “rests” in this all-red display and then uses detection equipment to provide green signals for drivers traveling within the speed limit.

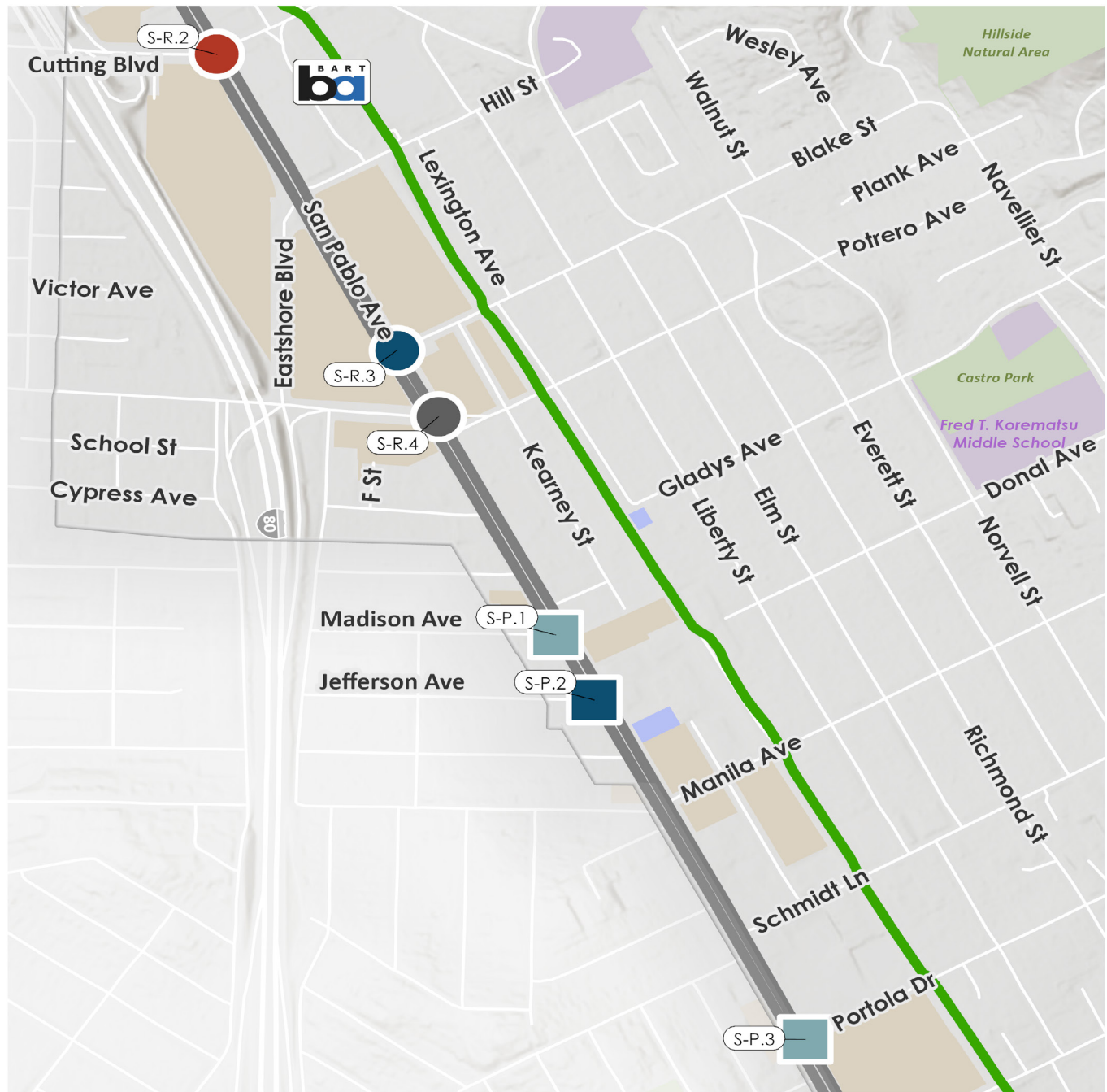
Of the 13 traffic signals along San Pablo Avenue, 10 are controlled by Caltrans, and any signal timing changes would require Caltrans coordination, evaluation, and approval.

S-R.4 / S-P.12 / Protected Signal Phases: S-R.4 directly responds to a serious injury vehicle crash by installing new protected eastbound and westbound left-turn phases, replacing the existing permissive phases. S-P.12 is a proactive feature that would separate the eastbound right-turn phase from the crosswalk phase on the south leg of the intersection. High right-turn traffic volumes currently conflict with the pedestrian crossing, which is used regularly by blind and low-vision people accessing the nearby Orientation Center for the Blind.

S-P.4 / S-P.7 / S-P.9 / S-P.11 San Pablo Avenue Bicycle Facilities: The City’s San Pablo Avenue Specific Plan and Active Transportation Plan call for separated bicycle lanes along San Pablo Avenue between Lincoln Avenue and Knott Avenue. Progress is being made. Completed in 2026, the del Norte Complete Streets Project installed separated bicycle lanes between Knott Avenue and Potrero Avenue, and the 2020 Midtown Complete Streets Concept Plan developed a roadmap for the Potrero Avenue to Lincoln Avenue segment. The 2026 CCTA San Pablo Avenue Safety & Access Project will look at continuing and integrating bicycle facilities along San Pablo Avenue with transit priority elements like bus-only lanes.

Due to the cost and complexity associated with designing and building projects along a major road and state highway, advancing corridor-wide bicycle facility changes along San Pablo Avenue will need to be implemented in phases. Countermeasures S-P.4, S-P.7, S-P.9, and S-P.11 make incremental, near-term bicycle improvements by installing east-west bicycle crossings that connect bicyclists traveling along parallel bikeways to and across San Pablo Avenue. These crossings include short sections of separated bikeways along San Pablo Avenue to connect with the offset east-west street grid and new or modified traffic signals, PHBs, or RRFBs.

Figure 14. San Pablo Avenue - North



San Pablo Avenue - North

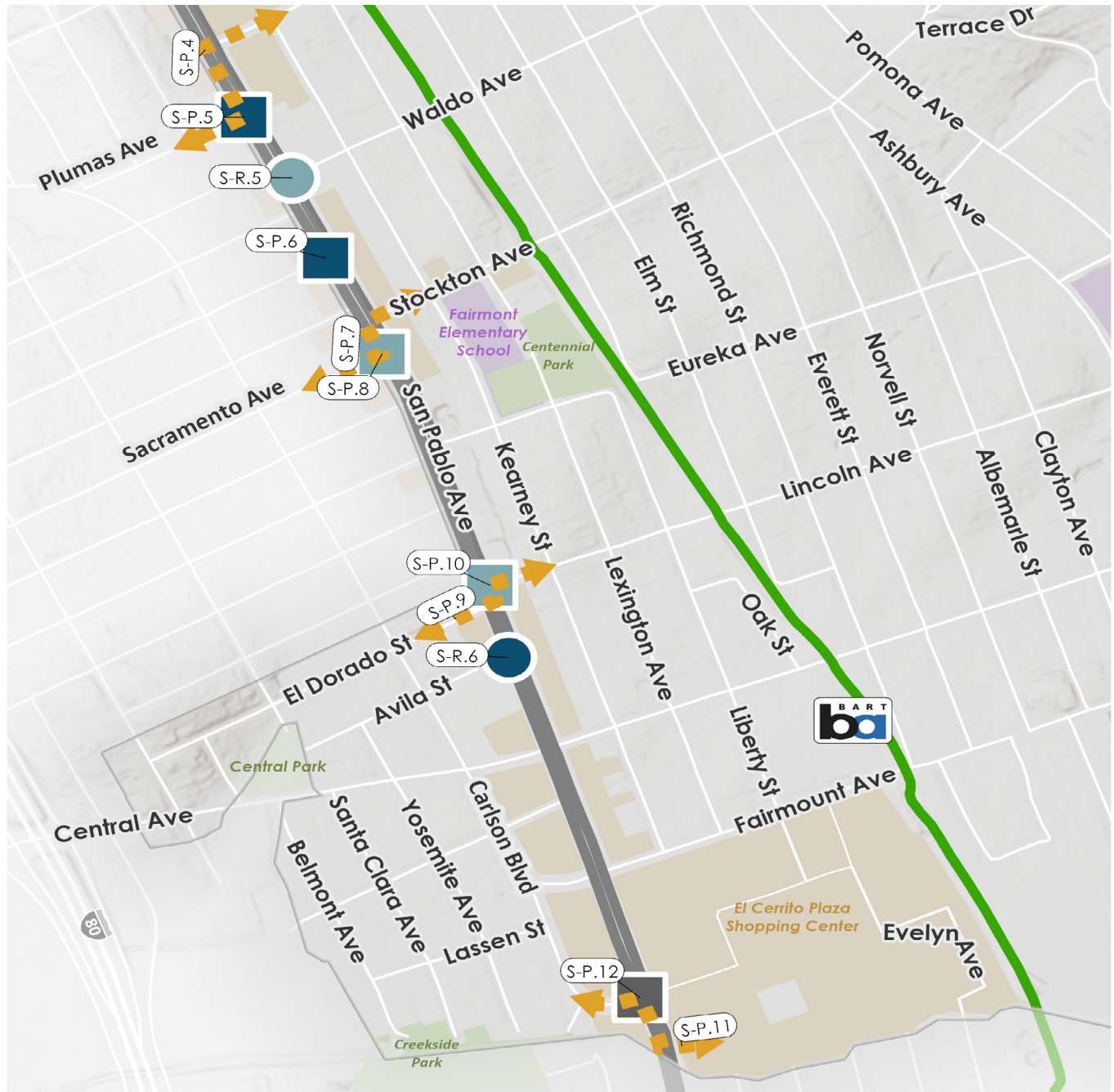
Responsive Countermeasures

- Crosswalk: New Midblock
- Near-Miss Analysis
- Signalized Intersections: Phasing

Proactive Countermeasures

- Crosswalk: PHB or RRFB
- Crosswalk: New Midblock

- 0 1/4 Miles
- San Pablo Ave Priority Location
 - BART Stations
 - Ohlone Greenway
 - Parks
 - Community Center
 - School
 - Commercial or Retail

Figure 15. San Pablo Avenue - South**San Pablo Avenue - South****Responsive Countermeasures**

- Crosswalk: New Midblock
- Crosswalk: PHB or RRFB

Proactive Countermeasures

- Crosswalk: PHB or RRFB
- Crosswalk: New Midblock
- Signalized Intersections: Phasing
- ← → Bicycle Lanes: East-West Crossing

— San Pablo Ave Priority Location

— Ohlone Greenway

BART Stations

Parks

School

Commercial or Retail

0 1/4 Miles



UPTOWN ARTERIALS



1 Fatal
Crash

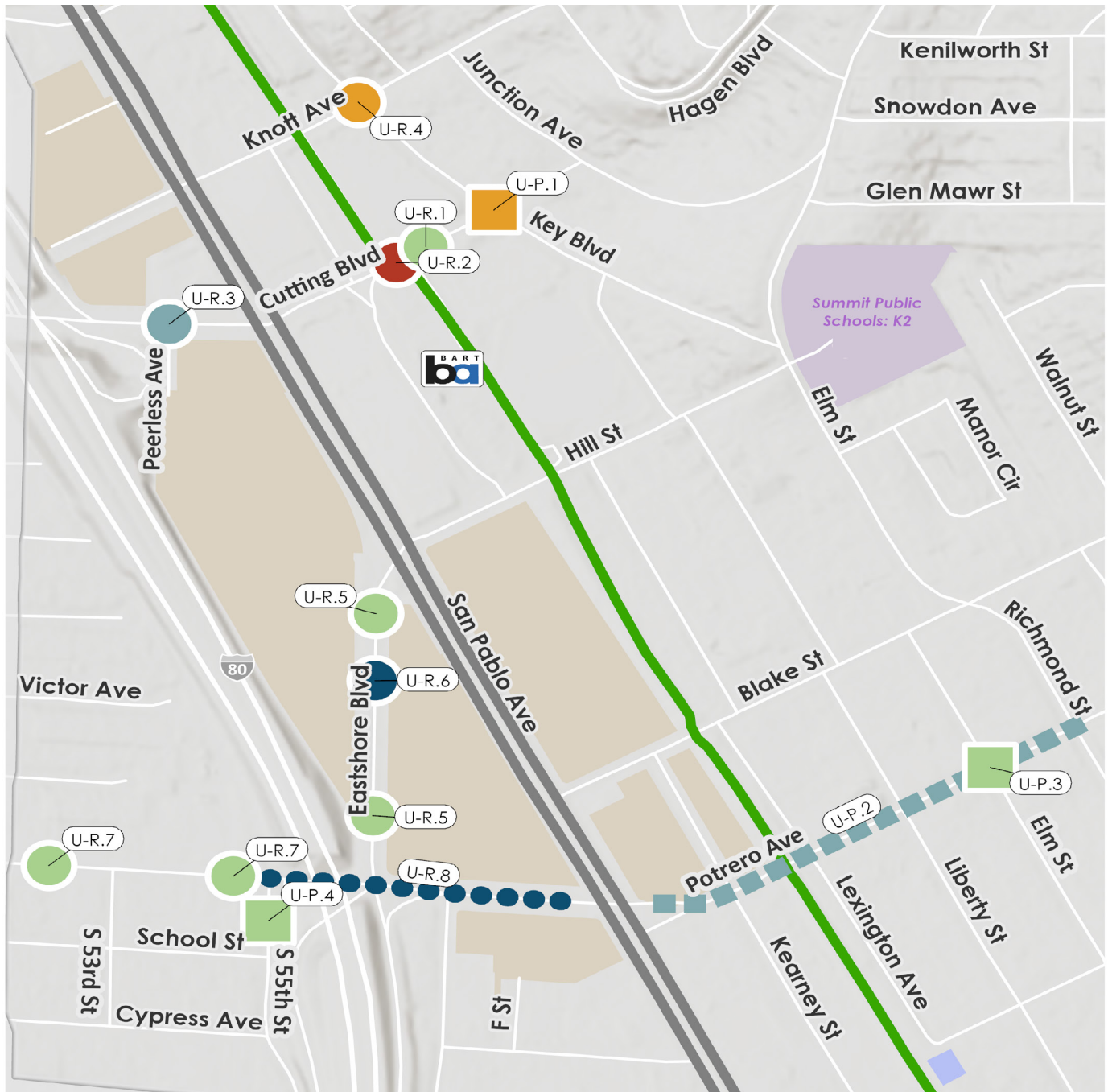


4 Serious Injury
Crashes

Uptown Arterials are grouped into the Cutting Boulevard / Key Boulevard corridor and the Potrero Avenue / Eastshore Boulevard corridor. Responsive countermeasures address four serious injury crashes and one fatal injury crash, all of which involved bicyclists or pedestrians. Richmond Street between Potrero Avenue and Donal Avenue is on El Cerrito's HIN but is not included in this analysis, since safety countermeasures will be installed as part of the Richmond Street Complete Streets Project, which is anticipated to start construction in 2026.

ID	Location	Countermeasure
Responsive		
U-R.1	Cutting Blvd / Ohlone Greenway	Speed Table
U-R.2	Cutting Blvd / Ohlone Greenway	Near-Miss Analysis
U-R.3	Cutting Blvd / Peerless Ave	Crosswalk: PHB or RRFB
U-R.4	Key Blvd / Knott Ave	Unsignalized Intersection Bundle
U-R.5	Eastshore Blvd	Speed Table
U-R.6	Eastshore Blvd	Crosswalk: New Midblock
U-R.7	Potrero Ave: West of I-80	Speed Table
U-R.8	Potrero Ave: S 55th St—San Pablo Ave	Bicycle Lanes: Class IV
Proactive		
U-P.1	Cutting Blvd / Key Blvd	Unsignalized Intersection Bundle
U-P.2	Potrero Ave: San Pablo Ave—Richmond St	Bicycle Lanes: Class II or IV
U-P.3	Potrero Ave: San Pablo Ave—Richmond St	Speed Table
U-P.4	S 55th St	Speed Table

Figure 16. Uptown Arterials



Uptown Arterials

Responsive Countermeasures

- Crosswalk: New Midblock
- Crosswalk: PHB or RRFB
- Near-Miss Analysis
- Speed Table
- Unsignalized Intersection Bundle
- Bicycle Lanes: Class IV

Proactive Countermeasures

- Speed Table
- Unsignalized Intersection Bundle
- Bicycle Lanes: Class II or IV

- San Pablo Ave Priority Location
- Ohlone Greenway
- BART Stations
- Community Center
- School
- Commercial or Retail

DOWNTOWN ARTERIALS

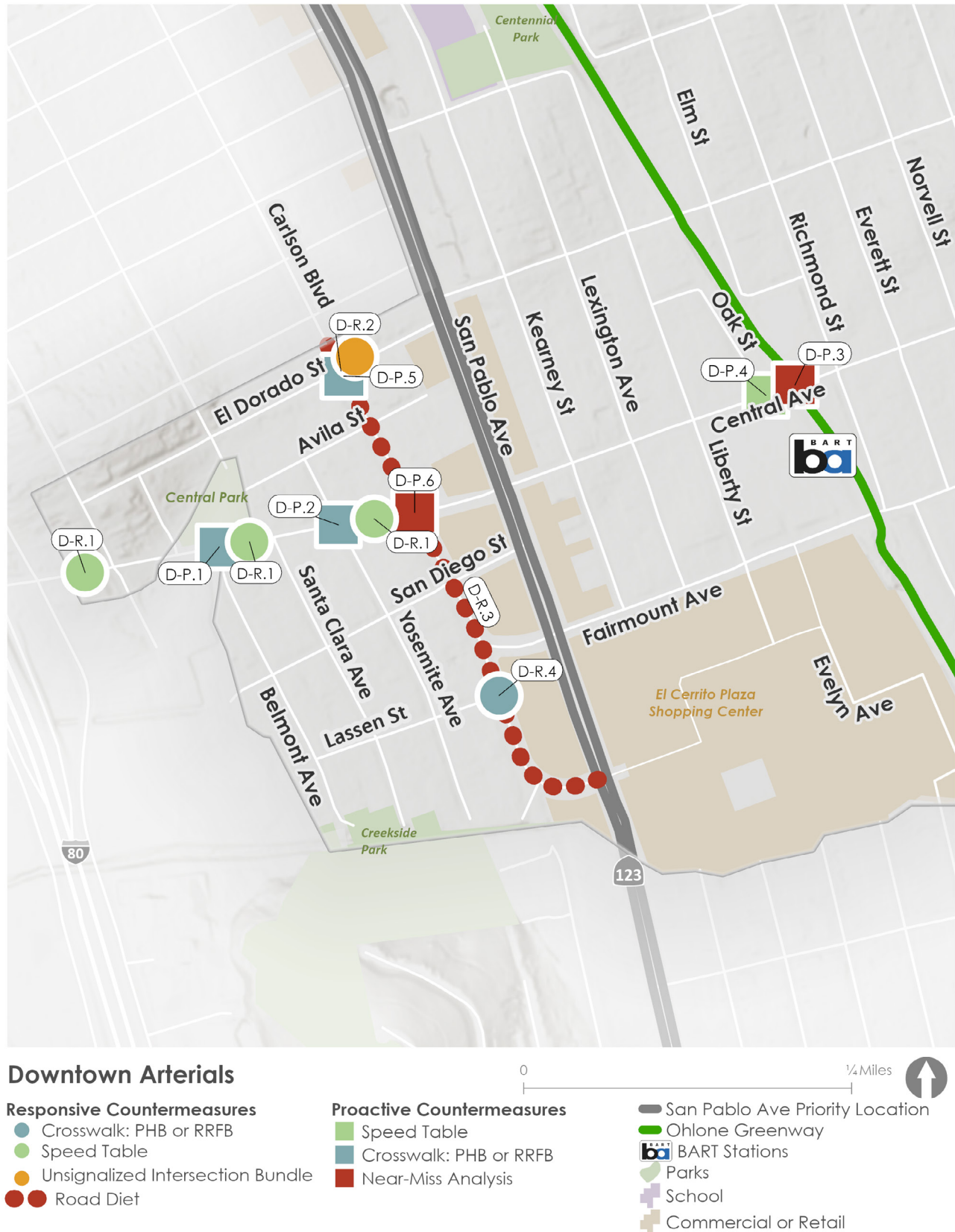


3

Serious
Injury Crashes

Downtown Arterials include the Carlson Boulevard corridor and the Central Avenue corridor. Responsive countermeasures address three serious injury crashes, two of which occurred on Carlson Boulevard and the third of which occurred on Central Avenue west of San Pablo Avenue. The Central Avenue serious injury crash occurred between Santa Clara Avenue and Yolo Avenue, which falls within the City of Richmond. As such, this crash is not included in the 2018–2025 crash data but was considered qualitatively for the purpose of developing crash countermeasures.

ID	Location	Countermeasure
Responsive		
D-R.1	Central Ave: City Limit— Carlson Blvd	Speed Table
D-R.2	Carlson Blvd / El Dorado Ave	Unsignalized Intersection Bundle
D-R.3	Carlson Blvd: City Limit— San Pablo Ave	Road Diet
D-R.4	Carlson Blvd / Lassen St	Crosswalk: PHB or RRFB
Proactive		
D-P.1	Central Ave / Belmont Ave	Crosswalk: PHB or RRFB
D-P.2	Central Ave / Yosemite Ave	Crosswalk: PHB or RRFB
D-P.3	Central Ave / Ohlone Greenway	Near-Miss Analysis
D-P.4	Central Ave / Ohlone Greenway	Speed Table
D-P.5	Carlson Blvd / El Dorado Ave	Crosswalk: PHB or RRFB
D-P.6	Carlson Blvd / Central Ave	Near-Miss Analysis

Figure 17. Downtown Arterials

WALDO AVENUE



2
Serious
Injury Crashes



Example of a slow zone “gateway” treatment. Gateways are placed where local streets intersect with major roads to alert drivers that they are entering a traffic-calmed area.

There were two serious injury crashes along Waldo Avenue between San Pablo Avenue and Ashbury Avenue, which is the only local, non-arterial street on El Cerrito's HIN. Waldo Avenue has several design characteristics that enable and encourage higher speeds:

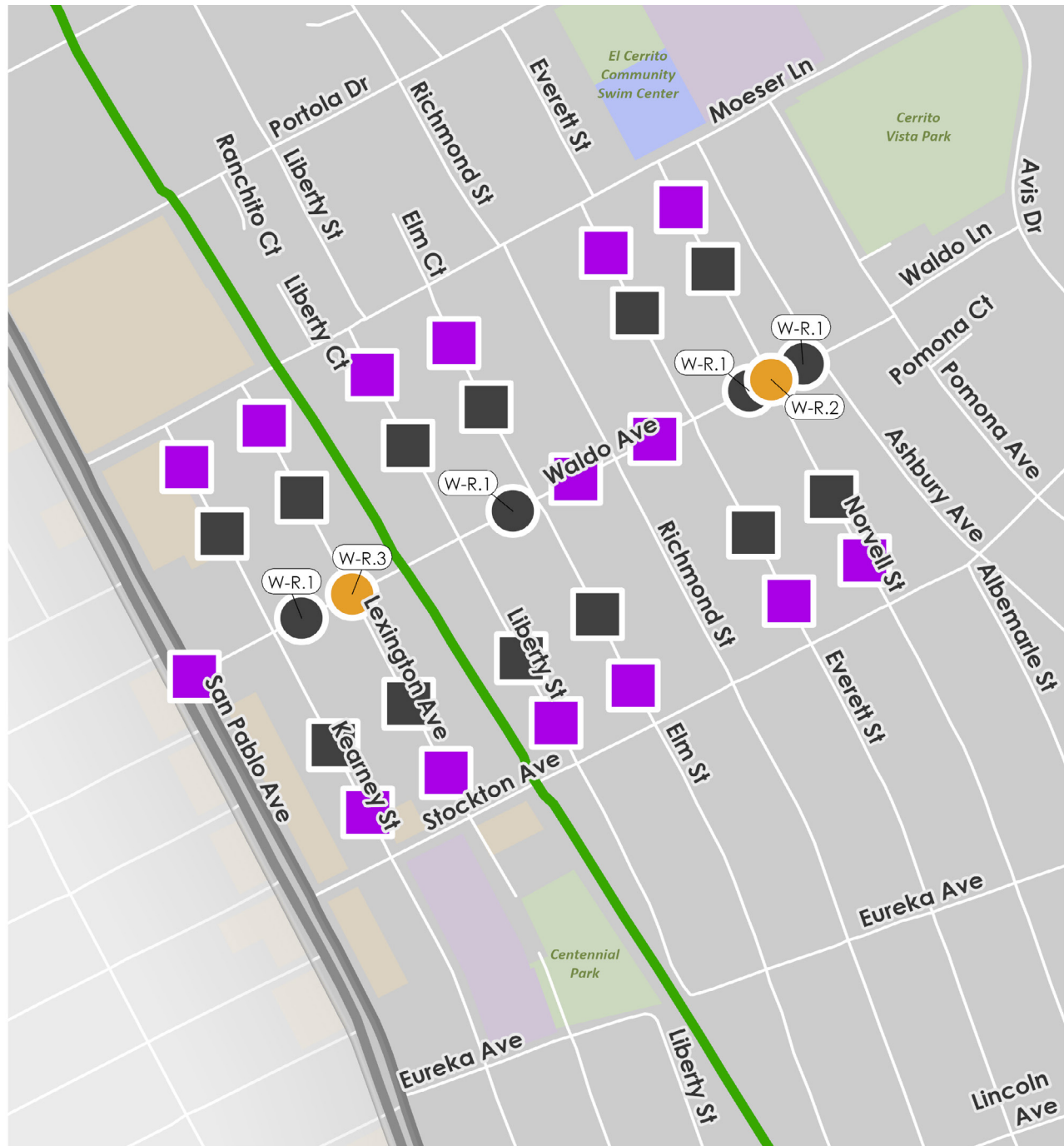
- Unimpeded east-west sightlines along the entire corridor
- Richmond Street is the only major opposing cross-street
- on-street parking is unoccupied during the day, which creates wider lanes

Proper sightlines are critical, particularly at intersections, but long, unimpeded vistas can encourage drivers to travel faster than is safe. Responsive countermeasures focus on managing speeds using speed humps and reviewing conditions at the two intersections where serious injury crashes occurred.

The proactive countermeasure, W-P.1 Waldo Ave Neighborhood Slow Zone Pilot, would pair speed humps with gateway treatments and lower speed limits and deploy them across a series of local neighborhood streets in addition to Waldo Avenue, amplifying the speed management outcomes at scale. The pilot area would include a series of local streets bounded by major, higher-speed streets, such as the area within San Pablo Avenue / Moeser Lane, Stockton Avenue, and Richmond Street. The pilot would record and analyze before-and-after vehicle speed and volume data, crash data, and community feedback, among other factors, to gauge which elements, if any, might be suitable for other local El Cerrito streets.

ID	Location	Countermeasure
Responsive		
W-R.1	Waldo Ave: San Pablo Ave to Ashbury Ave	Speed Humps
W-R.2	Waldo Ave / Norvell Ave	Unsignalized Intersection Bundle
W-R.3	Waldo Ave / Lexington Ave	Unsignalized Intersection Bundle
Proactive		
W-P.1	Waldo Ave Neighborhood Slow Zone Pilot	Speed Humps: Slow Zone

Figure 18. Waldo Avenue



Waldo Avenue

Responsive Countermeasures

- Unsignalized Intersection Bundle
- Speed Humps

Proactive Countermeasures

- Gateway Treatment
- Speed Humps

Other Improvements

- Close Sidewalk Gap

- San Pablo Ave Priority Location

- Ohlone Greenway

- BART Stations

- Parks

- Community Center

- School

- Commercial or Retail

0 1/4 Miles



REFERENCES

- 1 City of Hoboken, "City of Hoboken Reaches New Vision Zero Milestone: Seven Consecutive Years Without a Traffic Death," January 31, 2024, <https://www.hobokennj.gov/news/city-of-hoboken-reaches-new-vision-zero-milestone-seven-consecutive-years-without-a-traffic-death>.
- 2 City of Hoboken, "City of Hoboken Reaches New Vision Zero Milestone: Seven Consecutive Years Without a Traffic Death," January 31, 2024, <https://www.hobokennj.gov/news/city-of-hoboken-reaches-new-vision-zero-milestone-seven-consecutive-years-without-a-traffic-death>.
- 3 Institute of Transportation Engineers, "2021 Transportation Achievement Award – Safety: City of Fremont Vision Zero Program," 2021, https://www.ite.org/ITEORG/assets/File/Awards/2021%20Winners/web%20TAA%20Safety_Fremont.pdf.Institute of Transportation Engineers+Institute of Transportation Engineers+I.
- 4 City of Hoboken, "City of Hoboken Reaches New Vision Zero Milestone: Seven Consecutive Years Without a Traffic Death," January 31, 2024, <https://www.hobokennj.gov/news/city-of-hoboken-reaches-new-vision-zero-milestone-seven-consecutive-years-without-a-traffic-death>.
- 5 Institute of Transportation Engineers, "2021 Transportation Achievement Award – Safety: City of Fremont Vision Zero Program," 2021, https://www.ite.org/ITEORG/assets/File/Awards/2021%20Winners/web%20TAA%20Safety_Fremont.pdf.Institute of Transportation Engineers+Institute of Transportation Engineers+I.
- 6 U.S. Census Bureau, "American Community Survey 5-Year Data (2018–2022)," <https://www.census.gov/data/developers/data-sets/acs-5year.html>.

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APPENDICES



APPENDIX A: HIGH INJURY NETWORK METHODOLOGY



Memorandum

To: Local Road Safety Plan (LRSP) Project File
From: Jarrett Mullen, AICP Transportation Program Manager
Date: July 27, 2026
Subject: LRSP Methodologies

This memorandum documents the High Injury Network (HIN) and Backbone Bikeways mapping methodologies that City staff developed for the El Cerrito Local Road Safety Plan (LRSP). Each methodology serves a different purpose in the LRSP, but they are included together in this memorandum for ease of reference.

(1) HIGH INJURY NETWORK

High Injury Networks are commonly employed by cities and public agencies to identify and help focus resources on streets with the most fatal and serious injury crashes (KSI crashes), understand how disadvantaged communities are impacted by crashes, enhance grant competitiveness, and to allow speed limit setting flexibility as permitted by state law.

Methodology

To develop the HIN, City staff reviewed *Recommendations for California Statewide Guidance on High Injury Networks* (2021) (HIN Report). The HIN report advises agencies to map five to ten years of KSI crash data and identify a network that typically covers five to 20 percent of a city's road mileage while accounting for most KSI crashes. Crash density (crashes per mile) is often the primary HIN metric, but crash type, victim mode of travel, roadway classification, the number of years of crash data, and collision weighting, are some of the critical variables that can influence which streets are highlighted on a HIN. Following guidance from the HIN report, City staff developed a three-step process to create El Cerrito's HIN: (1) data gathering; (2) data filtering and weighing; (3) mapping.

STEP 1: DATA GATHERING

City staff gathered 2018-2025 injury crash data for all El Cerrito roads except freeways. Data were obtained from UC Berkeley's SafeTREC Transportation Injury Mapping System (TIMS), a web-based tool that provides access to geocoded crash data from the California Statewide Integrated Traffic Records System (SWITRS). The LRSP included a five year crash dataset (2018-2022) but to account

for crashes that occurred during the LRSP’s development, City staff expanded the LRSP dataset by three years to 2025 to create an eight year 2018-2025 crash dataset. The eight year period is consistent with the HIN Report’s recommendation to use at least five or up to ten years of crash data.

STEP 2: DATA FILTERING AND WEIGHING

As shown in **Table 1**, City staff filtered and assigned weights to crash data based victim mode of travel, injury type, crash type, road classification, and spatial proximity. Mode, injury type, crash type, and road classification are SWITRS crash report categories. Crash proximity is a concentration metric created for the HIN. Crashes are included only when they are within the given proximity of another crash that meets the other filtering criteria. For example, a serious injury bicycle crash that is more than one-quarter mile from another crash meeting the other filtering criteria would not advance to the mapping step.

To strengthen the connection between the HIN and the city’s proposed LRSP Vision Zero policy which calls for eliminating KSI crashes by 2035, the HIN includes both KSI crashes and a subset of minor injury crashes. This approach aligns with the “Safety is Proactive” Safe Systems Approach principle, which calls for identifying and addressing safety issues before KSI crashes occur.

To analyze non-KSI crash types, City staff included injury Type 3 (Other Visible) and applied different weighing and filtering depending on the victim’s mode of travel. For vulnerable road users, bicyclists and pedestrians, all crash and road types were included but with a smaller crash proximity than KSI crashes. For drivers, the analysis focused on crash types that have the potential to be more severe and those that occurred on minor arterials and above. Focusing on major roads was considered a proxy for risk because drivers typically travel faster along arterials roads, which result in more severe crashes, should one occur. Crash proximity was the same as for bicyclists and pedestrians.

Table 1: Filtering Criteria

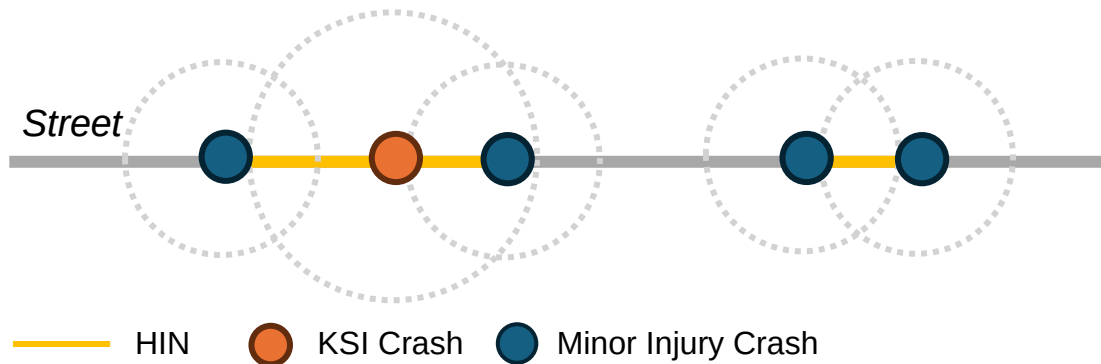
Mode	Injury Type	Crash Type	Road Classification	Crash Proximity ¹
Bike or Ped	1, 2	All	All	1/4-mi
	3	All	All	1/8-mi
Vehicle	1, 2	All	All	1/4-mi
	3	A, D, E, F, G, H	≥ Minor Arterial	1/8-mi
Notes:				
1. Crashes are included if they are within 0.25 or 0.125 mile from at least one crash that meets the other filtering criteria and are on the same primary or secondary road.				

STEP 3: MAPPING

Crashes that met the filtering criteria were mapped to the City’s street network. The HIN was drawn based on crash proximity and then adjusted qualitatively to create logical termini. A street became part of the HIN if there were at least two crashes from Step 2 within one-eighth of a mile from each other and on the same primary or secondary road. If at least one of the crashes is a KSI crash, the radius increased to one-quarter mile. **Figure 1** illustrates the relationship between proximity and projecting the HIN.

Key qualitative adjustments to create logical termini included extending the HIN along the entirety of San Pablo Avenue; extending the HIN along Central Avenue to account for a KSI crash that occurred along an isolated 350-foot segment of Central Avenue that falls within the City of Richmond; and, removing from the HIN an approximately 200-foot section of Arlington Boulevard east of Potrero Avenue. The Arlington Boulevard segment was removed from the HIN because of its short length; it was the only HIN segment along Arlington Boulevard; and, that the City is installing quick-build safety upgrades at the Potrero Avenue / Arlington Boulevard intersection in Fall 2026.

Figure 1: HIN Mapping



Results

El Cerrito's HIN accounts for 72% of all injury crashes and 18 of 21 fatal and serious injury crashes while encompassing only five percent (five miles) of the city's local road network. This outcome is consistent with the HIN Report's recommendation to devise a HIN methodology that identifies a network that covers five to 20 percent of a city's road network while accounting for most KSI crashes. El Cerrito's HIN is located predominately along arterial roads and within disadvantaged communities. San Pablo Avenue accounts for about half of the HIN mileage, making continued investment and coordination with Caltrans and regional partners a critical step to achieve Vision Zero by 2035.

(2) BACKBONE BIKEWAYS

Except for the Ohlone Greenway, current bicycling activity in El Cerrito is generally low, but is likely to grow in the future as a result of City policies which promote compact development near transit and less reliance on driving. Bicyclists, like pedestrians, are vulnerable road users and prioritizing bikeway infrastructure upgrades where bicycling is expected to increase the most is an important proactive safety strategy to achieve the LRSP's goal of zero road deaths by 2035. City staff created the "Backbone Bikeway" network to identify a priority bikeway network and facility types that have the greatest safety needs and strongest safety outcomes.

Methodology

Backbone Bikeway corridor selection and facility upgrades were identified based on the following criteria:

1: GEOGRAPHIC AREA

DEFINITION: The bikeway must be west of or along Ashbury Avenue, Richmond Street, or Key Boulevard (south of Knott Avenue).

RATIONALE: This area is where bicycling activity is most likely to increase within the LRSP's ten-year plan horizon due to gentle topography, higher population and destination concentrations, and where nearly all of the city's future growth is planned.

2: EXISTING BIKEWAY

DEFINITION: The bikeway must be an existing or planned and fully funded (as of 2026) bikeway of any facility type, identified with signs or pavement markings.

RATIONALE: Existing bikeways are established routes that are where bicyclists are traveling today. These routes were nearly all established twenty years ago as part of the 2007 *Circulation Plan for Bicyclists and Pedestrians*, and represent direct routes with connections to major destinations and to neighboring cities and communities.

3: ROAD CLASSIFICATION

DEFINITION: The bikeway must be along a minor arterial street or above, excluding San Pablo Avenue and the Central Avenue corridors.

RATIONALE: Major streets are designed and intended to move higher vehicle traffic volumes at higher speeds. Higher vehicle speed and volume mean greater potential risk for a serious and fatal injury crash, should one occur.

San Pablo Avenue and the Central Avenue corridors were excluded because bikeway facility types along these roads will be evaluated as part of active planning studies. San Pablo Avenue bikeways will be evaluated as part of the Contra Costa Transportation Authority's *San Pablo Avenue Safety and Access Project*, while Central Avenue bikeways will be selected through the City's *Crosstown Connect* planning effort.

4: FACILITY TYPE UPGRADES

DEFINITION: The recommended facility type upgrade is based on the FHWA's *Bikeway Selection Guide*.

RATIONALE: The *Bikeway Selection Guide* provides recommended facility types for bikeways along roads given speed and volume data. The recommended upgrades are presented as two potential facility types, such as "Class III to Class II or Class IV", since either of the new facility types could proactively improve safety outcomes. The final facility type would need to be selected at the project implementation stage and consider other city objectives such as mode shift, curb access, and comfort.

Results

Table 2 shows bikeways that meet the Backbone Bikeway selection criteria and the corresponding facility type upgrades.

Table 2: Backbone Bikeways

Street	Endpoints		2025 Average Weekday Traffic	
			Volume	Speed
Class III Bikeway to Class II or Class IV Bikeway				
Key Blvd	Knott Ave	Elm St	4,250-vpd	26-mph
Elm St	Key Blvd	Blake St	5,500-vpd	27-mph
Richmond St	Blake St	Moeser Ln	5,000-vpd	27-mph
Potrero Ave	South 55 th St	Richmond St	5,250-vpd	30-mph
Ashbury Ave	Moeser Ln	Fairmount Ave	4,250-vpd	24-mph
Stockton Ave	San Pablo Ave	Ohlone Greenway	3,750-vpd	24-mph
Class II Bikeway to Class II Buffered or Class IV Bikeway				
Carlson Blvd	North City Limit	San Pablo Ave	13,000-vpd	31-mph
Moeser Ln	San Pablo Ave	Ashbury Ave	6,250-vpd	25-mph
Potrero Ave	West City Limit	South 55 th St	5,250-vpd	30-mph
Notes:				
1. Speed and volume data are from Streetlight Data, a big data platform that aggregates anonymized connected vehicle and GPS data to estimate various transportation data metrics. The data are for planning-level estimates and field data counts would be required to inform projects at the detailed design stage. Volume is rounded to the nearest 250-vehicle increment and expressed as average vehicles per day (vpd). Speed is expressed as the 85 th percentile.				
2. Richmond Street and Elm Street are not mapped in the LRSP since the existing Class III bikeway will be upgraded to a Class II buffered bikeway as part of the approved Richmond Street Complete Streets project.				



AGENDA BILL

Agenda Item No. 8.C.

Date: September 15, 2026
To: El Cerrito City Council
From: Claire Coleman, Budget/Financial Services Manager; Crystal Reams, Finance Director/City Treasurer, Finance Department
Subject: Roll Forward of Budget for Incomplete Purchase Orders & Projects from FY 2025-26

ACTION PROPOSED

Adopt a resolution authorizing the carry forward of \$69,891 from the General Fund and \$2,452,251 from special revenue and enterprise funds for purchase orders authorized during FY 2025-26 but expected to be completed in FY 2026-27 and amending the adopted Fiscal Year 2026-27 Budget to reflect changes in the total appropriations by fund for the amounts carried forward.

BACKGROUND AND ANALYSIS

Throughout the fiscal year, per the City's Procurement Policy, Departments set up purchase orders for service contracts and supply orders over \$5,000. Governmental accounting standards require the City to account for goods in the fiscal year they were received (not when the order was made), and to account for services in the year they are rendered (not when the contract is started or signed). As a result, there are purchase orders set up by staff intending to complete projects or receive goods during FY 2025-26 that were not completed or received due to a variety of factors including supply chain delays, consultant availability, staffing vacancies, and project timing.

Staff recommend rolling forward the remaining purchase orders that are still needed, along with their associated budget. Staff recommend carrying forward \$2,522,142, comprised of \$69,891 from the General Fund and \$2,452,251 from other funds (primarily Capital Projects), to fund purchase orders and projects that were budgeted but not completed during the previous fiscal year. Staff only recommend that the City Council approve the roll forward of budget for funds that have remaining unspent budget authority in Fiscal Year 2026.

The far right column in the table below shows, by Fund, the total amount that was appropriated in the FY 2025-26 Budget that is unexpended. The "Budget Roll Forward" column shows the amounts in each Fund proposed to be rolled forward into the FY 2026-27 Budget to complete the associated purchases and projects.

Fund No.	Fund Description	Budget Roll Forward	Remaining Expenditure Budget FY 2025-26
101	General Fund	69,891	380,036
201	Gas Tax Fund	8,080	61,794
204	Measure J-Return to Source Fund	102,484	280,765
205	Measure J Storm Drain	12,800	205,107
207	Measure H Park & Rec Facilities	12,060	76,686
211	Street Improvement & Maintenance	259,698	1,489,159
212	SB1-Road Repair & Accountability	421,592	724,559
214	Measure J-Paratransit Fund	104,915	267,368
221	Grants	67,039	149,413
232	City LMI Housing Fund	355,000	363,177
303	CIP Del Norte Complete Streets	711,888	1,047,710
304	Capital Improvement Fund Master	150,296	2,056,625
305	Pool Remodel	180,400	209,722
501	Integrated Waste Management	66,000	1,070,088
	Grand Total	2,522,142	8,382,209

The attached resolution would authorize carrying forward the appropriated but unspent funds listed in the "Budget Roll Forward" column and would amend the adopted Fiscal Year 2026-27 Budget to increase authorized appropriations by Fund to reflect the amounts carried forward from the previous fiscal year budget.

Below is a table listing of the purchases and projects by Department that were appropriated and not expensed due to timing of delivery or project completion. These are the same amounts listed in the "Budget Roll Forward" column above but shown by Department, rather than by Fund.

Department	Description	Requested Budget
Finance Department	Districting Costs - Legal and Demographer	48,886
Environmental Services	One 2026 Chevy Silverado EV Standard Work Truck FY25-26	59,000
Environmental Services	Upfit of Chevy EV pickup truck FY25-26	7,000
Public Works Engineering	Del Norte TOD Complete Streets	1,093,293
Public Works Engineering	City Hall Boiler Replacement	33,600
Public Works Engineering	Richmond Complete Street Coop Agreement	100,000
Public Works Engineering	TO #2 Swim Center Competition Pool Project	4,898
Public Works Engineering	Access Modifications Project	103,868
Public Works Engineering	Del Norte TOD Complete Streets - Const Management	24,298
Public Works Engineering	TO#6 CCTA County Smart Signals	2,484
Public Works Engineering	SWIM CENTER LAP POOL REPLASTERING PROJECT	2,305
Public Works Engineering	Caltrans SR123 Project	91,000
Public Works Engineering	Swim Center Accessible Parking Lot	107,428
Public Works Engineering	Task Order No.7- Crosstown Connect	16,700
Public Works Engineering	Task Order No. 8 Del Norte TOD	18,594
Public Works Engineering	Task Order No. 5 Swim Center Project	3,003
Public Works Engineering	Task Order No.9- Richmond St. Project	8,080
Public Works Engineering	2023 Local Road Safety Plan	24,115
Public Works Engineering	Task Order No.5 Community Center Landscape Plan	474
Public Works Engineering	Cerrito Vista Tennis Courts Sink Hole Repair	26,750
Public Works Engineering	TO# 13 Slurry Seal Bikeway PS&E	4,026
Public Works Engineering	Task Order No. 2 Cerrito Vista Tennis Courts Sinkhole Repair	2,600
Public Works Engineering	Del Norte Public Engagement	2,609
Public Works Engineering	Task Order No.15 Crosstown Connect: Task One	99,996
Public Works Engineering	Task Order No. 6 Cerrito Vista Tennis Courts Sink Hole	3,000
Public Works Engineering	Task Order No. 24 2026 Surface Seal Project	6,810
Public Works Engineering	Task Order No. 2 2026 Surface Seal Project	24,564
Community Development Admin	Parking Management Action Plan	67,039
Community Development Admin	CommDev Business License Migration	11,250
Community Development Admin	AFFORDABLE HOUSING ANALYSIS AND IMPLEMENTATION STRATE	2,265
Community Development Admin	PREDEVELOPMENT LOAN 6671 FAIRMOUNT AVENUE	350,000
Community Development Admin	Housing Fund Legal Services	5,000
Recreation Swim Center	Swim Center Lap Pool and Related Design Services Full Scope	42,292
Recreation Senior Services	2023 Ford E-Transit 350 Paratransit Van	104,915

STRATEGIC PLAN CONSIDERATIONS

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

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

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

Each fiscal year, the City Council adopts a resolution establishing spending limits by Fund. On June 16, 2026, the City Council adopted the FY 2026-27 budget and established spending limits across all funds for FY 2026-27. This action would roll forward budget authority and increase the total appropriation authority for the current fiscal year, allowing for the use of unexpended funds to be used to complete the work or acquisition of goods identified in associated purchase orders.

LEGAL CONSIDERATIONS

This section is not applicable to this agenda item.

Reviewed by:

A handwritten signature in blue ink, appearing to read "Karen Pinkos", is written over a light blue grid background.

Karen Pinkos, City Manager

Attachments:

1. Resolution

RESOLUTION 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CARRYING FORWARD OF APPROPRIATED BUT UNEXPENDED FUNDS FOR PURCHASE ORDERS FOR GOODS AND SERVICES NOT COMPLETED IN FISCAL YEAR 2025-26 AND AMENDING THE ADOPTED FISCAL YEAR 2026-27 BUDGET TO ADJUST THE SPENDING AUTHORITY BY FUND FOR THE CITY OF EL CERRITO FOR FISCAL YEAR 2026-27

WHEREAS, on June 16, 2026 the City Council of the City of El Cerrito adopted the Fiscal Year 2026-27 Budget with spending limits across funds; and

WHEREAS, changes to the spending limits throughout the year are necessary to account for unexpected opportunities, unforeseen changes, or if the City's financial position changes and additional spending authority is required to meet the needs of the City; and

WHEREAS, staff presented this update to the City Council of the City of El Cerrito for its consideration and the City Council has reviewed and analyzed it; and

WHEREAS, purchase orders and projects totaling \$2,522,142, including \$69,891 from the General Fund, were approved in FY 2025-26 but not completed due to staffing vacancies, consultant availability, timing of projects and supply chain constraints; and

WHEREAS, City Council approved the roll forward of purchase orders and projects from Fiscal Year 2025-26 to allow for the completion of associated purchases and projects, increasing the total spending authority in Fiscal Year 2026-27 but not ongoing costs; and

WHEREAS, proposed changes to spending authority from tax proceeds are within the City's Fiscal Year 2026-27 Gann Appropriations Limit as defined by California State Constitution Article XIIB.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby amends Fiscal Year 2026-27 Adopted Budget to adjust the spending authority by fund for Fiscal Year 2026-27 as follows, to reflect the carry forward of previously approved purchase orders for goods and services not completed:

Fund No.	Fund Description	Adopted FY 2026-27 Budget	Budget Roll Forward	Total Appropriations FY 2026-27
101	General Fund	58,679,998	69,891	58,749,889
201	Gas Tax Fund	888,893	8,080	896,973
204	Measure J-Return to Source Fund	818,599	102,484	921,083
205	Measure J Storm Drain	755,507	12,800	768,307

Fund No.	Fund Description	Adopted FY 2026-27 Budget	Budget Roll Forward	Total Appropriations FY 2026-27
207	Measure H Park & Rec Facilities	671,486	12,060	683,546
211	Street Improvement & Maintenance	4,305,722	259,698	4,565,420
212	SB1-Road Repair & Accountability	1,046,209	421,592	1,467,801
214	Measure J-Paratransit Fund	365,316	104,915	470,231
221	Grants	-	67,039	67,039
232	City LMI Housing Fund	389	355,000	355,389
303	CIP Del Norte Complete Streets	-	711,888	711,888
304	Capital Improvement Fund Master	5,384,465	150,296	5,534,761
305	Pool Remodel	-	180,400	180,400
501	Integrated Waste Management	5,525,510	66,000	5,591,510

I CERTIFY that at a regular meeting on September 15, 2026, the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

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

Holly M. Charléty, City Clerk

APPROVED:

Gabe Quinto, Mayor



AGENDA BILL

Agenda Item No. 8.D.

Date: September 15, 2026
To: El Cerrito City Council
From: Christopher Jones, Recreation Director, Recreation Department; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Subject: El Cerrito Swim Center Grant Acceptance and Design Amendment

ACTION PROPOSED

1) Adopt a resolution authorizing the City Manager and a designee to execute a project agreement with Contra Costa County to accept a \$200,000 Community Development Block Grant (CDBG) for locker room ADA and architectural improvements at the El Cerrito Swim Center; and authorizing a \$50,000 City match from remaining funds associated with Phases 1 and 2 of the Swim Center improvements; and 2) Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Rogers Stringer & McClelland, Inc. (RS+M) for design services related to the Swim Center Locker Room Architectural and ADA Improvements and the Swim Center Deck Replacement and Accessibility Improvements, and authorize additional compensation not to exceed \$34,500 for change order design work associated with expanded ADA scope and the design work.

BACKGROUND

Swim Center Improvements

At several of its meetings beginning in May 2025 ([May 20, 2025](#), [June 17, 2025](#), [August 19, 2025](#), [October 21, 2025](#), and [February 3, 2026](#)), the City Council has discussed and provided direction on options to address failures and required modifications at the El Cerrito Swim Center. The City Council authorized funding for two phases of improvements: Phase 1, the replaster of the Emery G. Weed, III Lap Pool, and Phase 2, the Parking Lot ADA and Path of Travel, Stormwater Bioretention, and EVSE Charging improvements. The City Council also directed staff to return with costs for the pool deck replacement, architectural improvements, and slide replacement (Phase 3) for inclusion in the Capital Improvement Program (CIP) with the next biennial budget discussion. The cost of this work was included in the CIP, but funding had not been secured at the time of budget preparation, so expenditure appropriation was not included in the Fiscal Years 2026-27 & 2027-28 Adopted Budget.

RS+M Professional Services Agreement

The City Council previously authorized a professional services agreement with RS+M to design the full scope of identified Swim Center improvements, not to exceed \$220,000 (Resolution 2025-49, adopted June 17, 2025). That agreement expired June 30, 2026. RS+M was originally hired to design all the identified improvements as a single project.

Since then, the project has been phased twice for funding and timing reasons, and each time, RS+M's level of effort has increased beyond what was covered under their original agreement, resulting in additional design fees.

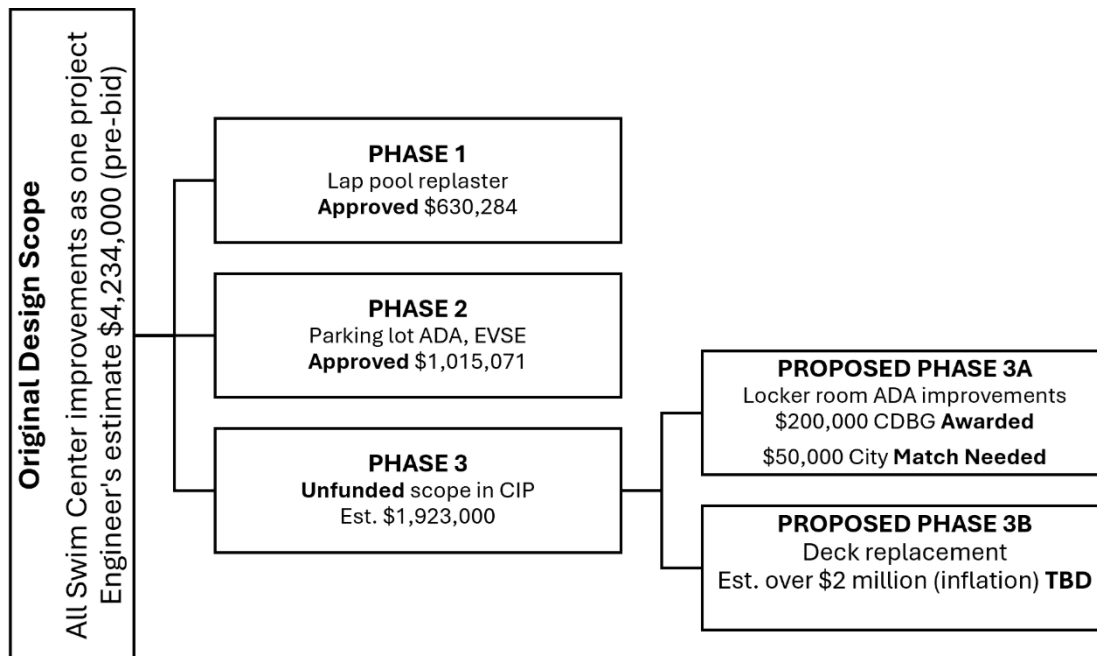
RS+M prioritized completing design on Phases 1 and 2 first, so they did not finish the design work covered under their original agreement and purchase order by the end of Fiscal Year (FY) 2025-26. The remaining balance on the FY 2025-26 purchase order is included in the agenda bill that recommends the roll over into the current fiscal year so RS+M can be paid as this work is completed.

Grant Application

Since the City Council last provided direction on the Swim Center improvements, City staff have continued to pursue grant opportunities for the unfunded scope of work. Working with the City's grant writing consultant, California Public Policy Group (CPPG), the City secured a Community Development Block Grant (CDBG). Because the grant only covers a portion of the previously unfunded scope, Phase 3 has been split into two parts: Phase 3a and Phase 3b.

Figure 1 below illustrates the evolving phases of the Swim Center Improvements.

Figure 1: Swim Center Project Phases



Phase 3a is scoped to align with CDBG funding goals and requirements, which is why it focuses primarily on ADA improvements. It includes locker room architectural and ADA improvements and a portion of the gate replacements at the Swim Center, covering demolition and preparation, metal fabrications, new ADA-compliant gates and hardware, finish repairs, restroom accessories, and associated plumbing modifications needed to meet current California Building Code and ADA requirements.

Full compliance with required egress standards under the most current California Building Code will not be achieved until Phase 3b, the deck replacement scope, is also completed. Phase 3b is unfunded and will come back to Council separately once funding is identified. RS+M still needs to complete design for both: Phase 3a will require a change order to reflect the added scope, and Phase 3b design is covered by the remaining balance on their original contract and purchase order.

ANALYSIS

CDBG Grant Acceptance, Match, and Budget Amendment

On May 19, 2026, the Contra Costa County Board of Supervisors awarded the City \$200,000 in CDBG funding for Phase 3a, requiring a \$50,000 City match. Because the award came after the proposed biennial budget for FYs 2026-27 & 2027-28 had already been developed, it was not included at that time and is being brought to Council now for acceptance and a budget amendment. Accepting the grant requires the City to execute a project agreement with Contra Costa County committing to the agreement's project delivery, reimbursement, reporting, compliance, recordkeeping, and long-term use requirements as a condition of receiving CDBG funds. The \$250,000 in Phase 3a funding is based on a rough order of magnitude cost estimate for the locker room ADA and architectural improvements, included as Attachment 3.

Staff recommend funding the required match from remaining authorized project budgets for Phase 1 and Phase 2, including a \$20,000 rebate received from MCE for the EV charger installation. This requires amending the CIP budget to recognize the \$200,000 grant revenue and the \$50,000 match to Phase 3a along with the corresponding expenditure appropriations.

RS+M Agreement Amendment

Since the original agreement was authorized, three items require additional design fees and time to complete. First, the original ADA scope covered the parking lot and the path of travel into the Swim Center but did not evaluate the pathway outside the Swim Center that runs from the Swim Center entrance to Portola Drive. The Building Official has since determined that pathway needs to be included, expanding the ADA scope beyond the original agreement. Second, splitting out the Locker Room Architectural and ADA Improvements (Phase 3a) as its own scope of work requires additional design efforts beyond what RS+M originally proposed. Third, RS+M still has remaining design work to complete for the Deck Replacement and Accessibility Improvements (Phase 3b), which was deferred while RS+M prioritized Phases 1, 2, and 3a. Staff recommend amending the agreement with RS+M as shown in Table 1 below.

Table 1: RS+M Agreement Amendment and Rollover Cost Summary

ITEM	AMOUNT	FUNDING SOURCE
Change order for expanded ADA scope design to outer walkway	\$11,300	Remaining Phases 1 and 2 CIP Fund Balance (originally from General Fund Reserves and Measure H Fund)
Change order for design fees to phase the Locker Room Architectural and ADA Improvements (Phase 3a) separately	\$18,610	CDBG Grant
Contingency (approximately 15%)	\$4,590	CDBG Grant
Total Not-to-Exceed Amendment Amount	\$34,500	
Rollover of FY 2025-26 Purchase Order Balance for Remaining Phase 3b Design Work	\$42,292.40	CIP Fund (Original Approved Scope and Project Budget)
Total RS+M Not-to-Exceed Amount for Fiscal Year 2026-27	\$76,792.40	

Extending the agreement to June 30, 2027 gives RS+M time to finalize Phase 3a design, provide construction support services, and complete remaining Phase 3b design work.

STRATEGIC PLAN CONSIDERATIONS

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

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

ENVIRONMENTAL CONSIDERATIONS

The Project is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) because the Project is a repair to an existing facility involving negligible or no expansion of use beyond that presently existing.

FINANCIAL CONSIDERATIONS

Overall, the total authorized budget of City funds for the Swim Center projects would not increase as a result of these proposed actions, including providing the City's \$50,000

match. Both actions leverage and reallocate remaining fund balance within the Capital Improvement Program (CIP) Fund to pay the increased design fees and provide the CDBG match, as shown in Table 2.

Table 2: Swim Center Fiscal Impact Summary

ACTION	FISCAL EFFECT	FUND
CDBG grant acceptance (Action 1)	+ \$200,000 revenue & expenditure	CIP Fund
City match (Action 1)	No additional budget appropriation, \$50,000 reallocated from unused funds	CIP Fund Balance (Rebate & Unused Funds from Phases 1 and 2)
RS+M agreement amendment (Action 2)	Additional contract authority not to exceed \$76,792.40	CIP Fund Balance (see Table 1 for funding sources)
Net new City funds required	\$0	N/A

Acceptance of the CDBG grant increases the CIP Fund adopted budget by \$200,000. Together with the \$50,000 City match, this provides \$250,000 in the CIP Fund for Phase 3a locker room architectural and ADA improvements. Funding sources for the RS+M agreement amendment are detailed above in Table 1.

The remaining deck replacement construction scope of Phase 3b, estimated at over \$2 million, remains unfunded and is not part of either action.

LEGAL CONSIDERATIONS

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

Reviewed by:



Karen Pinkos, City Manager

Attachments:

1. Resolution (CDBG)
2. Resolution (RS+M)
3. Locker Room ADA & Architectural Improvements Rough Order of Magnitude
4. CDBG Contract Template
5. RS+M DRAFT Amendment
6. Presentation

RESOLUTION 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO ACCEPTING A COMMUNITY DEVELOPMENT BLOCK GRANT AND AUTHORIZING THE CITY MANAGER AND A DESIGNEE TO EXECUTE A PROJECT AGREEMENT WITH CONTRA COSTA COUNTY, AUTHORIZING A CITY MATCH, AND AMENDING THE CAPITAL IMPROVEMENT PROGRAM BUDGET FOR SWIM CENTER LOCKER ROOM ADA AND ARCHITECTURAL IMPROVEMENTS (PHASE 3A)

WHEREAS, The City Council previously authorized funding for required and recommended El Cerrito Swim Center improvements in two phases: Phase 1, the Lap Pool replaster, and Phase 2, the Parking Lot ADA and related improvements. Phase 3, the pool deck replacement and architectural improvements, was identified but remained unfunded; and

WHEREAS, City staff, working with the City's grant writing consultant, California Public Policy Group, applied for and secured a Community Development Block Grant (CDBG) to fund a portion of the previously unfunded Phase 3 improvements; and

WHEREAS, on May 19, 2026, the Contra Costa County Board of Supervisors awarded the City \$200,000 in CDBG funding for locker room architectural and ADA improvements and a portion of the gate replacements at the Swim Center, now identified as Phase 3a, conditioned on a \$50,000 City match; and

WHEREAS, the project agreement with Contra Costa County includes project delivery, reimbursement, reporting, compliance, recordkeeping, and long-term use requirements that the City must satisfy as a condition of receiving CDBG funds;

WHEREAS, the required \$50,000 City match is available from remaining Capital Improvement Program fund balance associated with Phases 1 and 2 of the Swim Center improvements, and no new funding source or budget authority is needed;

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

1. Accepts the \$200,000 Community Development Block Grant awarded by the Contra Costa County Board of Supervisors for Swim Center locker room ADA and architectural improvements (Phase 3a) and authorizes the City Manager and a designee to execute a project agreement with Contra Costa County to accept the grant funds, substantially in the same form as that attached to the accompanying staff report and approved as to form by the City Attorney, which commits the City to the agreement's project delivery, reimbursement, reporting, compliance, recordkeeping, and long-term use requirements; and to execute any related documents necessary to carry out the intent of this resolution.

2. Amends the Capital Improvement Program budget for Fiscal Year 2026-27 as follows: authorizing a \$50,000 City match for Phase 3a, to be funded from remaining fund balance associated with Phases 1 and 2 of the Swim Center improvements; and recognizing \$200,000 in CDBG grant revenue and appropriating \$200,000 in grant funds for Phase 3a of the Swim Center improvements.

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

I CERTIFY that at a regular meeting on September 15, 2026 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

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

Holly M. Charléty, City Clerk

APPROVED:

Gabe Quinto, Mayor

RESOLUTION 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROGERS STRINGER & McCLELLAND, INC. FOR DESIGN SERVICES RELATED TO THE SWIM CENTER LOCKER ROOM ARCHITECTURAL AND ADA IMPROVEMENTS AND THE SWIM CENTER DECK REPLACEMENT AND ACCESSIBILITY IMPROVEMENTS

WHEREAS, the City Council previously authorized a professional services agreement with Rogers Stringer & McClelland, Inc. (RS+M) to design the full scope of identified Swim Center improvements, in an amount not to exceed \$220,000, by Resolution 2025-49, adopted June 17, 2025 and expired on June 30, 2026; and

WHEREAS, RS+M was originally hired to design all identified Swim Center improvements as a single project, but the project has since been phased twice, and each phasing has increased RS+M's level of effort beyond what was covered under the original agreement; and

WHEREAS, RS+M prioritized completing design for Phases 1 and 2 first, and as a result did not finish the design work covered under the original agreement by the end of Fiscal Year 2025-26; and

WHEREAS, the original ADA scope of the agreement did not evaluate the pathway outside the Swim Center that runs to Portola Drive, and the Building Official has since determined that pathway must be included, expanding the ADA scope beyond the original agreement; and

WHEREAS, the City's receipt of Community Development Block Grant funding has required splitting out the Locker Room Architectural and ADA Improvements as a distinct scope of work, identified as Phase 3a, requiring additional design effort beyond what RS+M originally proposed; and

WHEREAS, RS+M still has remaining design work to complete for the Swim Center Deck Replacement and Accessibility improvements, identified as Phase 3b, which was deferred while RS+M prioritized Phases 1, 2, and 3a, and which is covered by the remaining balance on RS+M's original contract.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes the City Manager to execute an amendment to the professional services agreement with Rogers Stringer & McClelland, Inc. (RS+M), substantially in the same form as that attached to the accompanying staff report and approved as to form by the City Attorney, extending the term of the agreement to June 30, 2027 for an amount not to exceed \$34,500.00, consisting of an \$11,300 change order for expanded ADA scope design to the outer walkway, an \$18,610 change order for design fees to phase the Locker Room Architectural and ADA Improvements, and a \$4,590 design contingency.

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

I CERTIFY that at a regular meeting on September 15, 2026 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

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

Holly M. Charléty, City Clerk

APPROVED:

Gabe Quinto, Mayor

ROUGH ORDER OF MAGNITUDE

PROJECT NAME	
El Cerrito Swim Center Locker Room ADA & Architectural Improvements	
TRADE / ITEM	
TOTAL	
CONSTRUCTION – EL CERRITO SWIM CENTER ADA IMPROVEMENTS	
Demolition & Preparation	\$ 19,425
Gates, Doors & Metalwork	\$ 44,100
Restroom Finishes, ADA Accessories & Plumbing	\$ 71,873
SUBTOTAL CONSTRUCTION COSTS	\$ 135,398
CONTRACTOR COSTS	
General Conditions	\$ 13,540
Overhead and Profit	\$ 8,666
Bonds and Insurance	\$ 3,890
SUBTOTAL CONTRACTOR FEES	\$ 26,096
TOTAL HARD COSTS	\$ 161,494
SOFT COSTS	
Design Consultant Fees	\$ 18,610
Construction Management Consultant Fees	\$ 20,650
SUBTOTAL SOFT COSTS	\$ 39,260
TOTAL HARD & SOFT COSTS	\$ 200,754
ESCALATION CONTINGENCY (~25%)	\$ 49,247
GRAND TOTAL	\$ 250,000

[Project Number]

**PROJECT AGREEMENT
CONTRA COSTA COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS PROJECT AGREEMENT (“Agreement”) is entered into as of [DATE], by and between Contra Costa County, a political subdivision of the State of California (herein called the "County"), and City of El Cerrito, a California public agency (herein called the "Subrecipient").

WHEREAS, the County has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended (“HUD Act”); and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering CDBG Year [52] project: [PROJECT NAME] (hereafter called the “Project”). Subrecipient must carry out the tasks in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds, including the FY 2026/27 funding application. The Project will include the following activities eligible under the Community Development Block Grant Program:

- (1) Project Delivery.** The subrecipient’s is a Contra Costa County Special District, that serves the recreational needs of the community, providing park facilities, programs, and activities. The subrecipient primarily serves Contra Costa County.

The subrecipient is committed to promoting safe and strong families, free of violence through prevention, intervention, and treatment programs.

[Approved Project Scope as described by County Counsel]

- (2) General Administration.** The Subrecipient will provide project management and general administrative services to support the Project as described above. Administrative support includes, but is not limited to, the following: data collection and analysis, preparation and submission of quarterly, close-out reports, and Board of Directors meeting minutes, budget preparation and submission of demands for reimbursement, and any other function that will ensure compliance with this Project Agreement and applicable Federal regulations as expressed herein.

B. National Objectives

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The Subrecipient certifies, and agrees to maintain documentation that demonstrates, that the activities carried out with funds provided under this Agreement meet one or more of the CDBG Program's national objectives – (1) benefit low/moderate income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Project will:

- **[Additional details as described by County Counsel].**

D. Performance Monitoring

The County will have the right to monitor the performance of the Subrecipient against goals and performance standards established herein. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within thirty (30) days after being notified by the County, County may initiate Agreement suspension or termination procedures.

II. TIME OF PERFORMANCE AND TERM OF AGREEMENT

The Project shall start on **[Begin DATE]**, and end on **[End DATE]**. The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets including program income, at County's sole discretion.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **[AMOUNT]**. To the extent practicable, the use of CDBG funds shall be used on a pro rata basis with other funds provided to this Program. Demands for the payment of eligible expenses shall be based upon information submitted by the Subrecipient consistent with the approved Agreement Budget, attached hereto and made a part hereof as Exhibit A, and with County policy concerning payments. At a minimum, demands must be submitted on a quarterly basis. Demands may be submitted more frequently, if needed. The payment of demands is contingent upon the timely submission of quarterly reports and any other required reports and/or documents.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.302, and as specified in Section VII C.4, Payment Procedures.

IV. NOTICES

All notices required by this Agreement must be in writing and delivered via United States Mail, certified and with postage prepaid or by commercial courier or personal delivery. Any notice delivered or sent in the manner described above shall be effective on the date of delivery or sending. All notices and other

DRAFT CONTRACT TEMPLATE

written communication concerning this Agreement and/or any amendments hereto shall be directed to the following, unless otherwise modified by written notice:

Contra Costa County

Melanie Erickson
Dept. of Conservation and
Development
Contra Costa County
30 Muir Rd
Martinez, CA 94553
Phone: (925) 655-2894
Email: melanie.erickson@dcd.cccounty.us

Subrecipient

City Manager
City of El Cerrito

10890 San Pablo Ave.
El Cerrito, CA
Phone:
Email:

V. SPECIAL CONDITIONS

- A. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, and all Federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than to supplant funds otherwise available.
The Subrecipient agrees to provide documentation of matching funds (as described in Exhibit A) in a form and content prescribed by the County. The Subrecipient agrees to provide a final Sources and Uses Report at Project completion. The Sources and Uses Report will include all sources of funding for the Project and how each source is expended.
- B. The Subrecipient agrees to provide documentation of matching funds (as described in Exhibit A) in a form and content prescribed by the County. The status of matching funds must be updated quarterly. The Subrecipient agrees to provide year-to-date Sources and Uses of Funds report at the end of each quarter. The report should be submitted with the quarterly demand or, in the case of those Subrecipients that submit demands monthly, with the September, December, March, and June demands. The Sources and Uses Funds report will include all sources of funding for the Project and how each source is expended.
- C. The Project is subject to Federal prevailing wage requirements. Subrecipient shall provide County with appropriate documentation of compliance with all federal requirements including but not limited to bid package, appropriate wage decision, construction contract, fringe benefit statements, and weekly certified payrolls.
- D. The subject building improved in whole or in part with CDBG funds must be used by the Subrecipient or any successor to meet one of the national objectives found at 24 CFR 570.208 for at least five (5) years after completion of this Project. If the Subrecipient desires to change the use of the subject property during this five (5) year period, it must provide affected citizens and County with reasonable notice of any proposed change in use and an opportunity to comment on the proposed change in use. In

DRAFT CONTRACT TEMPLATE

addition, the Subrecipient must comply with all of the provisions set forth at 24 CFR 570.505 regarding the use of real property acquired or improved with CDBG funds.

- E. The County's contribution of CDBG funds toward the cost of the Project will be amortized over five (5) years. For each full year the Subrecipient uses the subject building for CDBG eligible purposes, 1/5th of the County's investment will be forgiven. If the Subrecipient or any successor ceases to use the subject building to meet one of the national objectives found at 24 CFR 570.208 during the five (5) years following the completion of the Project, the Subrecipient shall repay to County, within thirty (30) days of the date that the subject building ceases to be used to meet one of the national objectives, the full amount of CDBG funds advanced by County, less any amounts forgiven as provided herein.
- F. Subrecipient agrees to comply, and will require its agents, servants, employees, and subcontractors hereunder to comply, with the requirements of the Build America, Buy America Act (Section 70914 of Public Law No. 117-58, §§ 70901-52) and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's project. All materials, products, and equipment used in this project shall meet the criteria outlined in the Build America, Buy America Act, and the Subrecipient shall furnish necessary documentation and certifications to demonstrate compliance, or provide documentation to demonstrate how the project is eligible for a project-specific waiver, upon request by the County. Failure to comply may result in penalties and/or contract termination.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with all applicable Federal, State and local laws and regulations governing the funds provided under this Agreement and with those laws and regulations concerning the Subrecipient's performance hereunder, including but not limited to Federal regulations, guidelines, bulletins, and circulars pursuant to Title I of the Housing and Community Development Act of 1974, including Title 24 of the Code of Federal Regulations, Chapter V, Part 570 as published in the Federal Register, Vol. 30, No. 220, Thursday, November 9, 1995, as may be revised and amended; and which are incorporated herein by reference. Documentation of such compliance shall be made available for review by the County upon request. Subrecipient acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.

B. Independent Contractor Status

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee, agent/servant, partnership, joint venture or association between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

C. Indemnification

The Subrecipient shall defend, indemnify, save, and hold harmless the County and its officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from, or connected with the operations or services of the Subrecipient or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of the County or its officers or employees. The Subrecipient will reimburse the County for any expenditures, including reasonable attorneys' fees, the County may make by reason of the matters that are the subject of this indemnification, and if requested by the County will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the Subrecipient.

D. Insurance and Bonding

During the entire term of this Agreement and any extension or modification thereof, the Subrecipient shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

1. **Liability Insurance.** The Subrecipient shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance shall be endorsed to include the County and its officers and employees as additional insureds as to all services performed by the Subrecipient under this Agreement.
2. **Worker's Compensation.** The Subrecipient shall provide the County with a Certificate of Insurance evidencing workers' compensation insurance coverage for its employees.
3. **All Risk Insurance.** The Subrecipient shall provide a policy or policies of All Risk Property Damage Insurance including Flood Plain Insurance whenever applicable, particularly where CDBG funds are used in the acquisition of real property.
4. **Additional Provisions.** The policies shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage. Said policies shall constitute primary insurance as to the County, the State and Federal governments, their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the Subrecipient's insurance policy or policies. The Subrecipient shall carry sufficient insurance coverage to protect Project assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County. Not later than the commencement date of the Agreement, the Subrecipient shall provide the County with a certificate(s) of insurance evidencing the above liability insurance.

In addition, the Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.304 and 2 CFR 200.310.

E. County Recognition

The Subrecipient shall ensure recognition of the role of the grantor agency in providing services through this Agreement. As appropriate, activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

Subrecipient shall not use the HUD seal(s), logos, crests, or reproductions of flags or likeness of HUD agency officials without specific HUD pre-approval.

F. Amendments

County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and (except as expressly provided below) approved by the County Board of Supervisors. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Subrecipient from its obligations under this Agreement.

Should Federal or State regulations, laws, policies or funding amounts touching upon the subject of this Agreement be adopted or revised during the term hereof, this Agreement shall be deemed amended to assure conformance with such Federal and State requirements. Notwithstanding the foregoing, if such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

Subject to the Payment Limit, and any required State or Federal approvals, minor changes to only the Agreement Budget and the Scope of Work may be made by a written administrative amendment executed by the Subrecipient and the Director of the Department of Conservation and Development, or his or her designee, provided that such administrative amendments do not substantively change the Agreement Budget or the Scope of Work.

G. Suspension or Termination

In accordance with 2 CFR 200.338, the County may suspend or terminate this Agreement if the Subrecipient materially fails to comply with the terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

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2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the County of reports that are incorrect or incomplete in any material respect.

Upon suspension or termination of this Agreement, the County may, in addition to any other remedies available at law or in equity, complete Subrecipient's obligations in any reasonable manner it chooses, take possession, in accordance with the Deed of Trust in favor of the County, of any real or personal property associated with the Program, construct, operate or maintain the Project as the County may deem necessary to fulfill the requirements of the Federal government, and deduct the costs thereof and the amount of damage, if any, sustained by County by virtue of Subrecipient's breach of this Agreement from any amounts owing to Subrecipient for services provided prior to County's suspension or termination of this Agreement.

In accordance with 2 CFR 200.339, County may also terminate this Agreement for convenience, in whole or in part, upon thirty (30) days written notice. This Agreement may also be cancelled immediately by written mutual consent.

Subject to the rights of senior lenders, in the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of the County, become the property of the County, and Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

H. Cessation of Funding

The County's obligation to make any payments to the Subrecipient hereunder is contingent on the availability of CDBG funds to the County during the term of this Agreement. In the event the Federal funding for this Agreement ceases, this Agreement is terminated. In the event of unforeseeable budget adjustments by the Federal government, this Agreement is subject to renegotiation.

I. Extension of Term for Performance

Without any additional consideration on the part of Subrecipient or County, the County, through its Director of the Department of Conservation and Development, may grant Subrecipient an extension of time for performance, beyond that time specified above under Section II, Time of Performance. Any such extension must be in writing and shall be at the sole discretion of the County.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. **Accounting Standards.** The Subrecipient agrees to comply with 24 CFR 507.502 and the applicable sections of 2 CFR 200.302 through 2 CFR 200.309 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. **Cost Principles.** The Subrecipient shall administer its program in conformance with 24 CFR Part 570.502 and the applicable sections of 2 CFR Part 200, Subpart E, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. **Records to be Maintained.** The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506, and satisfactory to County staff, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR 570.
2. **Retention.** The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to services performed and expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all litigation, claims, Federal audits, negotiation or other actions that involve any of the records cited, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

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3. **Client Data.** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon their request.
4. **Property Records.** The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold with the grant monies. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR 570.505.
5. **National Objectives.** The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG Program's national objectives - (1) benefit low/moderate income persons; (2) aid in the prevention or elimination of slums or blight; (3) meet community development needs having a particular urgency - as defined in 24 CFR 570.208.
6. **Close-Outs.** Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: submission of close-out report, making final payments, disposing of Project assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the County), and determining the custodianship of records.
7. **Audits & Inspections.** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, their designees or the Federal government, at any time during normal business hours, as often as the County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after notice of the deficiencies is delivered to the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual audit conducted in accordance with current County policy concerning Subrecipient audits and 2 CFR Part 200, Subpart F.

C. **Reporting and Payment Procedures**

1. **Budgets.** The Agreement Budget shall include all sources of funding, the amount of each funding source, and the expenditures to be met by each funding source. The County and the Subrecipient may agree to revise the Agreement Budget from time to time in accordance with existing County policies.
2. **Program Income.** The Subrecipient shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may only use such income during the Agreement term for activities permitted under this Agreement and shall

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reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County upon expiration or earlier termination of the Agreement, unless specific written amendments are made between the County and the Subrecipient. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the County.

3. **Indirect Costs.** If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan for determining the appropriate share of administrative overhead costs allocable to the Project and shall submit such plan to the County for approval.
4. **Payment Procedures.** The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with the approved Agreement Budget and County policy concerning payments. With the exception of certain advances, payments will be made on a reimbursement basis for eligible expenses actually paid by the Subrecipient up to the Payment Limit. Any funds remaining shall revert back to the County. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.
5. **Progress Reports.** The Subrecipient shall submit regular progress reports to the County in the form, content and frequency as required by the County. The progress reports shall be submitted at least quarterly, unless otherwise directed by the County. A final progress report is due no later than thirty (30) days after the expiration or earlier termination of this Agreement.
6. **Board of Director Meeting Minutes.** The Subrecipient shall submit their Board of Directors meeting minutes to the County in the form, content and frequency as required by the County. The Subrecipient's Board minutes shall be submitted for each Board meeting held within a respective quarter. A set of Board minutes shall be submitted at least quarterly, unless otherwise directed by the County. A final set of Board minutes is due no later than fifteen (15) days after the expiration or earlier termination of this Agreement.

D. **Procurement**

1. **Compliance.** County shall have the right to require the Subrecipient to comply with any or all current County policies concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property (as defined by County policy) as may be procured with funds provided herein. All Project assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.
2. **Standards.** The Subrecipient shall procure materials in accordance with the procurement standards set forth in 2 CFR 200.317 through 2 CFR 200.326, and shall subsequently follow the property standards, covering utilization and disposal of property, set forth in the applicable

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sections of 2 CFR 200.310 through 2 CFR 200.316, and 24 CFR 500.502 through 24 CFR 500.505.

3. **Travel.** The Subrecipient shall obtain prior written approval from the County for any travel outside the nine (9)-county San Francisco Bay Area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the applicable sections of 2 CFR 200.310 through 2 CFR 200.316, and 24 CFR 500.502 through 24 CFR 500.505, which include but are not limited to the following:

1. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less the portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND DISPLACEMENT

The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606, including requirements under Section 104(d) of the Housing and Community Development Act, relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition or rehabilitation of real property utilizing grant funds. The Subrecipient also agrees to comply with applicable County ordinances, resolutions, and policies concerning displacement of individuals from their residences.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. **Compliance.** The Subrecipient agrees to comply with all State and local civil rights laws and regulations, as well as Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, the Fair Housing Amendment Act of 1988, Sections 104 (b) and 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
2. **Nondiscrimination.** The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, and the applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974, and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. **Confidentiality.** Subject to the requirements of the Public Records Act, Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with Subrecipient's obligations hereunder, is prohibited by law. Subrecipient agrees to comply and to require its employees to comply with all applicable State and Federal statutes and regulations respecting confidentiality, including but not limited to, all statutes and regulations that require confidentiality as to the identity of recipients, their records, and services provided them, and assures that:
 - (a) All applications and records concerning any individual made or kept by Subrecipient or any public officer or agency in connection with the administration of or relating to services provided under this Agreement will be confidential, to the extent permitted by law, and will not be open to examination for any purpose not directly connected with the administration of such service, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible guardian: and
 - (b) No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required by law or in the administration of such service. Subrecipient agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

4. **Land Covenants.** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
5. **Section 504.** The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination against individuals with disabilities or handicaps in any Federally-assisted program. The County shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. **Approved Plan.** The Subrecipient agrees that it shall be committed to carry out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Subrecipient shall submit a plan for the Affirmative Action Program to County for approval prior to the disbursement of any funds to Subrecipient.
2. **WBE/MBE.** The Subrecipient will use its best efforts to afford small businesses, minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section (a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women-owned business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African American, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native American. The Subrecipient may rely on documentation of certification from another public agency or written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
3. **Access to Records.** The Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. **Notifications.** The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, advising the labor union or workers' representative of the Subrecipient's commitments hereunder,

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and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. **EEO/AA Statement.** The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. **Subcontract Provisions.** The Subrecipient will include the provisions of Section IX. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-subrecipient or vendor.

C. **Employment Restrictions**

1. **Prohibited Activities.** The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the Project for: political activities; sectarian, or religious activities; lobbying; political patronage; or nepotism activities.
2. **OSHA.** Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.
3. **Right to Know.** Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices.
4. **Labor Standards.** The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276a-276a-5), the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C 327 *et seq*), the Copeland "Anti-Kickback" Act (40 U.S.C. 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation, or construction of, property designed for residential use for less than eight (8) households, all Subrecipients engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the County pertaining to such agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 1, 3, 5, 6, and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such agreements subject to such regulations, provisions meeting the requirements of this paragraph.

The Subrecipient or sub-subrecipient shall insert in any subcontracts the clauses contained in 29 CFR Section 5.5(a)(1) through (10) and such other clauses as the Department of Housing and Urban Development (HUD) may by appropriate instructions require, and also a clause requiring the sub-subrecipients to include these clauses in any lower tier subcontracts. The prime sub-subrecipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Section 5.5.

5. "Section 3" Clauses.

- a. Compliance. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the County, the Subrecipient and any sub-subrecipients. Failure to fulfill these requirements shall subject the County, the Subrecipient and any sub-subrecipients, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located." The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG-funded Project is located; where feasible, priority should be given to low-and very low-income persons within the service area of the Project or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded Project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient certifies and

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agrees that no contractual or other disability exists which would prevent compliance with these requirements.

- b. **Notifications.** The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - c. **Subcontracts.** The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-subrecipient is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any sub-subrecipient where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub-subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
6. **Use of Debarred or Ineligible Contractors.** The Subrecipient shall not use funds provided under this Agreement directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or sub-subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part 24.

D. **Conduct**

1. **Assignability.** The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the County thereto; provided, however, that claims for money due or to become due to the Subrecipient from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.
2. **Hatch Act.** The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent used or engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.
3. **Conflict of Interest.** The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611 with respect to conflicts of interest, which include (but are not limited to) the following:
 - a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of

interest, real or apparent, would be involved.

- c. Subrecipient covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, the Subrecipient or of any designated public agencies which are receiving funds under the CDBG Entitlement Program.

4. Subcontracts

- a. Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County prior to the execution of such subcontract.
 - b. Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c. Content. The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - d. Selection Process. The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competitive basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the County along with documentation concerning the selection process.
5. **Copyright.** If this Agreement results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or material for government purposes.
6. **Lobbying.** The Subrecipient hereby certifies that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any

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Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the following language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-subrecipients shall certify and disclose accordingly;

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

- 7. **Religious Organization.** The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

X. **ENVIRONMENTAL CONDITIONS**

- A. **Air and Water.** The Subrecipient agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental Review Procedures (24 CFR Part 58).

- B. **Flood Disaster Protection.** The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of

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this Agreement, and shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

- C. **Lead-Based Paint.** The Subrecipient agrees that any activities with regard to residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and applicable Sub-Parts. Such regulations pertain to all CDBG-assisted housing and require that all purchasers, occupants, and owner-occupants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. Such regulations further provide that a Lead Hazard Evaluation will be conducted; that Lead Hazard reduction will be undertaken should lead hazard be identified; and that occupants will be provided written notice regarding results of Lead Hazard Evaluation and Lead Hazard Reduction.
- D. **Historic Preservation.** The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

XI. **OTHER PROVISIONS**

- A. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein and in the "COOPERATION AGREEMENT, H.C.D.A. 1974" effective November 24, 1981, and amendments relating thereto, if any, no other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- B. **Retained Powers.** All powers not explicitly invested in the Subrecipient or incidental to the exercise of those powers invested in the Subrecipient remain in the County.
- C. **Disputes.** Disagreements between County and Subrecipient concerning the meaning, requirements or performance of this Agreement shall be subject to final determination in writing by the head of the County Department for which this Agreement is made or his or her designee or in accordance with applicable procedures (if any) required by the Federal government.
- D. **Law Governing Agreement.** This Agreement is made in Contra Costa County and shall be governed and construed in accordance with the laws of the State of California.

DRAFT CONTRACT TEMPLATE

- E. Conformance with Federal and State Regulations.** Should Federal or State regulations touching upon this Agreement be adopted or revised during the term hereof, this Agreement is subject to modification to assure conformance with such Federal or State requirements.
- F. Available Copies.** Copies of the County's Project documents and all pertinent Federal statutes, regulations, guidelines, bulletins, and circulars applicable to this Agreement, shall be available at all times for inspection by the Subrecipient during regular business hours at the offices of the Contra Costa County Community Development Department in Martinez, California.
- G. Original Agreement.** The original copy of this Agreement and of any modification thereto is that copy filed in the Community Development Department of Contra Costa County.
- H. Severability.** Should any term, portion or provision of this Agreement be finally decided to be in conflict with any law of the United States or of the State of California, or otherwise to be unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions of this Agreement shall be deemed severable and shall not be affected thereby, provided that such remaining parts, terms, portions or provisions can be construed in substance to constitute the Agreement that the parties intended to enter into in the first instance.
- I. No Third-Party Beneficiaries.** Notwithstanding mutual recognition that services under this Agreement may provide some aid or assistance to members of the County's population, it is not the intention of either County or Subrecipient that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Agreement.
- J. Waivers.** No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.
- K. Headings and Captions.** The section headings and captions of this Agreement and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

DRAFT CONTRACT TEMPLATE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COUNTY

Contra Costa County, a political
subdivision of the State of California

SUBRECIPIENT

City of El Cerrito
a California public agency

By: _____
John Kopchik, Director
Dept. of Conservation and Development

By: _____
(Print Name and Title)

By: _____
(Signature of Authorized Person)

By: _____
(Print Name and Title)

By: _____
(Signature of Authorized Person)

Approved As To Form:
THOMAS L. GEIGER
County Counsel

Note: Two officers must sign on behalf of corporations.
The first signature that of the chairman of the board,
president, or vice president; the second signature
must be that of the secretary, assistant secretary,
chief financial officer or assistant controller.

By: _____
Deputy

DRAFT CONTRACT TEMPLATE

EXHIBIT A
AGREEMENT BUDGET

PROJECT NUMBER: [Project Number]

Subrecipient: City of El Cerrito

Budget Period: [DATE RANGE]

<u>Budget Item</u>	<u>CDBG Funds</u>	<u>Other Funds</u>	<u>Total</u>
Construction	\$0	\$0	\$0
Architectural/Engineering	0	0	0
Permits	0	0	0
Contingency	0	0	0
Accounting, taxes, consultants		0	0
TOTAL	\$0	\$0	\$0

Source of Other Funds:

[Source and Amount of Other Funds]

**SECOND AMENDMENT TO
DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF EL CERRITO AND
ROGERS STRINGER & MCCLELLAND, INC.**

This Second Amendment (Amendment) is entered into and effective as of [EFFECTIVE DATE], and amends that certain Design Service Agreement (Agreement) dated July 8, 2025, by and between Rogers Stringer & McClelland, Inc. (Contractor) and the City of El Cerrito (City).

RECITALS

WHEREAS, the Agreement with Rogers Stringer & McClelland, Inc. (RS+M) to provide design services for improvements at the El Cerrito Swim Center is in an amount not to exceed \$220,000 through June 30, 2026, per City Council Resolution No. 2025-49; and

WHEREAS, Amendment #1 dated January 23, 2026 amended the Agreement to increase the total compensation to \$265,000, to provide additional design services including future-proofing for eventual Level 3 DC Fast Charger integration, landscape and architectural design for an ADA compliant ramp and egress at the Splash Park, additional civil engineering related to project phasing, and expanded scope including a third construction documents submittal, stormwater control plan redesign, and additional Phase 2 work; and

WHEREAS, since Amendment #1, additional design services are required for expanded ADA scope to the outer walkway and separately phased design for the Locker Room Architectural and ADA Improvements (Phase 3a), and the Contractor has agreed to provide these services for an additional cost of \$34,500, for a total compensation not to exceed \$299,500, through June 30, 2027, per City Council Resolution No. [XXXX-XXX]; and

WHEREAS, the remaining balance of \$42,292.40 on Contractor's Fiscal Year 2025-26 purchase order, previously authorized under the Agreement, has rolled over into Fiscal Year 2026-27 so that Contractor may complete remaining design work for the Deck Replacement and Accessibility Improvements (Phase 3b) and be paid as that work is completed.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in the Agreement and in this Amendment, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Contractor hereby agree as follows:

Section 1. The above recitals are true and correct and incorporated in this Amendment by this reference.

Section 2. The term of the Agreement is amended to extend through June 30, 2027.

Section 3. Section 2 (Compensation) is amended to change the not to exceed amount to \$299,500.

Section 4. Except as otherwise expressly set forth herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

SIGNATURES ON FOLLOWING PAGE

CITY:
CITY OF EL CERRITO

By: _____
Karen Pinkos, City Manager

Date: _____

ATTEST:

By: _____
Holly Charléty, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Sky Woodruff, City Attorney

Date: _____

CONTRACTOR:
ROGERS STRINGER & McCLELLAND, INC.

By: _____
[Contractor Signatory Name], [Title]

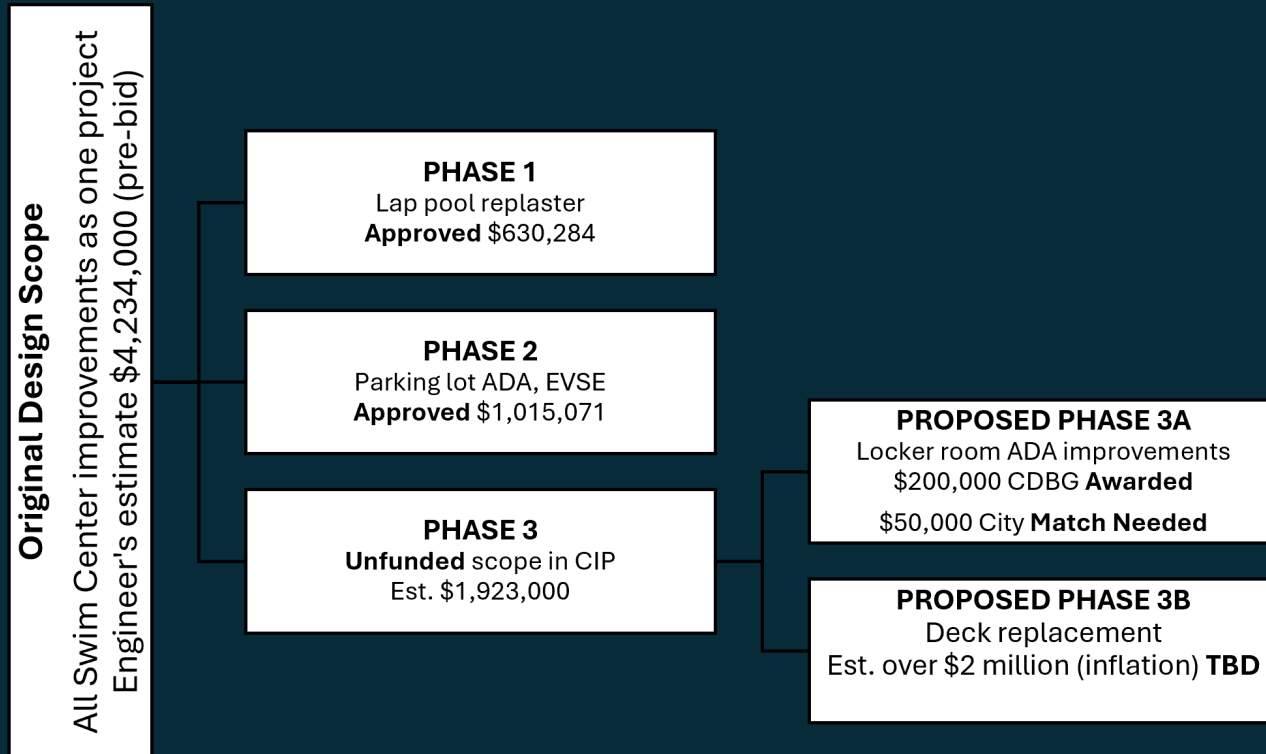
Date: _____

El Cerrito Swim Center Improvements: CDBG Grant Acceptance & Design Agreement Amendment

El Cerrito City Council
September 15, 2026



Background & Project Phasing



Phase 3A Project Scope:
Work covers ADA & Architectural improvements at the El Cerrito Swim Center including:

- Relocation & replacement of restroom accessories and plumbing
- New ADA-compliant hardware & gates
- Repairs in needed in work areas

Action 1: Grant Acceptance

- **Authorize** execution of CDBG agreement including standard County reporting and compliance requirements
- **Amend Budget** to receive and expense \$200,000 Community Development Block Grant (CDBG)
- **Approve** \$50,000 City match, funded from leftover Phase 1 & 2 balances

Category	Details	Cost
Construction Costs	Demolition, gates & metalwork, restroom ADA & finishes	\$135,398
Contractor Costs	General conditions, overhead & profit, bonds & insurance	\$26,096
Soft Costs	Design and construction management fees	\$39,260
Escalation Contingency	About 25% of hard and soft costs	\$49,247
Grand Total		\$250,000

Action 2: RS+M Amendment

ITEM	AMOUNT	FUNDING SOURCE
Expanded ADA scope to design to outer walkway	\$11,300	Remaining Phases 1 & 2 CIP Fund Balance
Phase Locker Room Architectural & ADA Improvements (Phase 3a)	\$18,610	CDBG Grant
Contingency (approximately 15%)	\$4,590	CDBG Grant
Total Amendment Not-To-Exceed Amount	\$34,500	
Rollover of 2025-26 purchase order balance to for Phase 3b design work	\$42,292.40	CIP Fund (Original Project Budget)
Total Not-To-Exceed Amount for FY2027	\$76,792.40	

- **Extend** the term of the agreement to June 30, 2027
- **Increase** the not-to-exceed amount by \$34,500 for additional design work
- **Acknowledge** the \$42,292.40 purchase order rollover for Fiscal Year 2026-27

Bottom Line

ACTION	FISCAL EFFECT	FUND
CDBG Grant Acceptance & Budget Amendment (Action 1)	+ \$200,000 revenue & expenditure	CIP Fund
City Match (Action 1)	\$50,000 reallocated from unused funds	CIP Fund Balance
RS+M Agreement Amendment (Action 2)	Additional contract authority and PO rollover not to exceed \$76,792.40	CIP Fund Balance & Roll Over
Net New City Funds Needed	\$0	N/A

Questions & Comments

THANK YOU!





**2025-2026
CAL CITIES OFFICERS**

President

Gabe Quinto
Mayor
El Cerrito

First Vice President

Teresa Acosta
Council Member
Carlsbad

Second Vice President

David Cohen
Council Member
San Jose

Immediate Past President

Lynne B. Kennedy
Mayor Pro Tem,
Rancho Cucamonga

**Executive Director
and CEO**

Carolyn M. Coleman

August 10, 2026

TO: Cal Cities Members

RE: Cal Cities 2026 Resolution Packet

Sixty days before the Cal Cities [Annual Conference and Expo](#), Cal Cities members may submit resolutions on issues of importance to cities. This year, Cal Cities received one resolution by the July 25 deadline.

The attached packet contains the proposed resolution, background information, supporting letters from cities and city officials, and an analysis of the resolution by Cal Cities. The packet includes detailed information on the resolution process and the next steps for the resolution.

We encourage each city council to consider the resolution and determine a position so your voting delegate can represent your city's position on the resolution.

Voting Delegates: City councils must appoint a voting delegate to vote during the General Assembly. Each city may also appoint up to two alternate delegates. If your city has not already done so, please appoint your voting delegate by Tuesday, Sept. 1, 2026. [The voting delegate packet](#) contains more information.

The 2026 General Assembly will be held Friday, Sept. 25, at 8:30 a.m. in the Anaheim Convention Center during the [Annual Conference and Expo](#).

For questions about resolutions, voting delegates, or the General Assembly, please contact [Zach Seals](#).



LEAGUE OF
**CALIFORNIA
CITIES**

2026 Resolution Packet

Information on 2026 Resolutions Process

Consideration by Policy Committee (pre-conference)

Per the Cal Cities bylaws, Cal Cities President Gabe Quinto has referred the submitted resolution to the [Housing, Community, and Economic Development Committee](#). The committee will meet on Thursday, Sept. 17, at 10 a.m. via Zoom to review the resolution and make a recommendation that will be sent to the Resolutions Committee. A public comment period will be held during the meeting. Register for the meeting [here](#).

A list of recommendations the policy committee may make during its meeting is on page two of this packet.

Consideration by Resolutions Committee (during conference)

On Thursday, Sept. 24, at 1:00 p.m. the Resolutions Committee will meet to review the resolution and the recommendation of the policy committee.

The Resolutions Committee consist of one representative from each of Cal Cities caucuses, departments, divisions, and policy committees, as well as up to ten additional appointments made by the Cal Cities President. A public comment period will be held during the meeting. Refer to the onsite conference program for the location.

A list of recommendations the Resolutions Committee may make during its meeting is on page two of this packet.

Consideration by the General Assembly (during conference)

The General Assembly will convene on Friday, Sept. 25, at 8:30 a.m. to consider any resolutions the Resolutions Committee has forwarded. To vote during the General Assembly, voting delegates must have checked in at the voting delegate booth.

Conference attendees will receive materials for the General Assembly on the evening of Thursday, Sept. 24. For more information on voting and discussion procedures during the General Assembly, see page three of this packet.

Petitioned Resolutions (during conference)

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. To initiate a petitioned resolution, voting delegates from 10% of member cities must sign the petition. The resolution and signatures are due at least 24 hours before the beginning of the General Assembly. Voting delegates who have checked in at the voting delegate booth can receive more information on petitioned resolutions at the booth onsite.

Policy Committee and Resolutions Committee Actions

The submitted resolution will be heard by the policy committee to which it was assigned, and the Resolutions Committee. The table below shows what recommendations these bodies may make on the resolution.

Policy Committee Actions	Resolutions Committee Actions
Approve	Approve
Disapprove*	Disapprove*
No Action	No Action
Amend and approve	Amend and approve
Refer to appropriate policy committee for further study*	Approve as amended
Refer as amended to appropriate policy committee for further study*	Refer to appropriate policy committee for further study*
	Refer as amended to appropriate policy committee for further study*
	Approve with additional amendment(s)
	Additional amendments and refer to appropriate policy committee for further study*

**If a resolution is disapproved or referred for further study by all policy committees to which it is assigned and the Resolutions Committee, it will not proceed to the General Assembly.*

General Assembly Voting and Discussion Procedures

Discussion Procedures:

Discussion procedures during the General Assembly are guided by two calendars: the Consent Calendar and the Regular Calendar. As seen below, resolutions are calendared by the recommendations they receive from policy committees and the Resolutions Committee.

For General Resolutions:

Policy Committee Recommendation	Resolutions Committee Recommendation	Calendar
Approve	Approve	Consent Calendar
Approve	Disapprove or refer	Regular Calendar
Disapprove or refer	Approve	Regular Calendar
Disapprove or refer	Disapprove or refer	Does not proceed to General Assembly

For Petitioned Resolutions:

Policy Committee Recommendation	Resolutions Committee Action	Calendar
N/A	Approve	Regular Calendar
	Disapprove or Refer	Regular Calendar
	Disqualified	Does not proceed to General Assembly

Items on the Consent Calendar will be presented as one motion during the General Assembly from the Resolutions Committee chair. Unless an item on the Consent Calendar is set aside by the majority of the General Assembly, a vote will be taken on the whole calendar. If an item is set aside, it will be opened for discussion, followed by a vote.

Items on the Regular Calendar will be presented individually by the Resolutions Committee chair. After a recommendation is presented by the Resolutions Committee chair, the resolution will be opened for discussion by the General Assembly. A vote will take place following discussion.

Voting Procedures:

Per Cal Cities Bylaws Article XII, Sec. 2, all votes will be conducted by voice vote first. If the presiding official cannot determine the outcome, a vote will be taken by an alternative method, typically a raise of voting cards by voting delegates. A roll call vote may be called for by delegates of ten percent or more of the General Assembly.

2026 Resolution

1. Resolution No. 1 submitted by City of Murrieta
 - Letters of concurrence submitted by:
 - i. City of Banning;
 - ii. City of Calimesa;
 - iii. City of Canyon Lake;
 - iv. City of Moreno Valley;
 - v. City of Norco;
 - vi. City of Torrance;
 - vii. Crystal Ruiz, Mayor, City of San Jacinto;
 - viii. Jessica Alexander, Mayor, City of Temecula
 - Referred to Housing, Community, and Economic Development Committee
 - Policy Committee Recommendation:
 - Resolutions Committee Recommendation:

Resolution No. 1 Submitted by City of Murietta

**1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES
CALLING FOR A WORKING GROUP TO CONSIDER A STATE CONSTITUTIONAL
AMENDMENT OR OTHER FORM OF INITIATIVE TO ENSURE FINAL LOCAL AUTHORITY OVER
HOUSING AND LAND USE DECISIONS**

Source: City of Murrieta

Concurrence of five or more cities/city officials

Cities/city officials: City of Banning; City of Calimesa; City of Canyon Lake; City of Moreno Valley; City of Norco; City of Torrance; Crystal Ruiz, Mayor, City of San Jacinto; Jessica Alexander, Mayor, City of Temecula

Referred to: Housing, Community, and Economic Development Policy Committee

WHEREAS, California cities have historically been responsible for adopting general plans and zoning regulations, reviewing housing development proposals, and providing or coordinating the streets, water, wastewater, public safety, parks, transportation, and other infrastructure and services necessary to support responsible, environmentally sound, and well-planned residential growth; and

WHEREAS, the League of California Cities is dedicated to protecting and expanding local control for municipalities across the state to ensure their orderly growth and development; and

WHEREAS, the League of California Cities recognizes that local zoning is a primary function of cities and an essential component of home rule, and that a city's general plan should guide its land use planning and strategic decision-making free from pre-emption by the state; and

WHEREAS, increasingly prescriptive statewide housing mandates and development approval requirements can override locally adopted plans, zoning standards, and public review procedures without adequately accounting for differences that exist in each unique jurisdiction in infrastructure capacity, water availability, wildfire and evacuation risks, environmental constraints, fiscal impacts, public service needs, and community priorities; and

WHEREAS, California's housing goals can be more effectively advanced through state funding, streamlined environmental requirements, and voluntary partnerships that support housing production while preserving the authority of locally elected officials to determine how and where housing is best planned and approved;

NOW, THEREFORE, BE IT RESOLVED, by the General Assembly of the League of California Cities, assembled during the Annual Conference in Anaheim, California, on September 25, 2026, that the League of California Cities support the development and advancement of a state constitutional amendment or other legislative, policy, or ballot-based strategies that restore and strengthen local authority over housing and land use matters within municipal boundaries, including general plans, housing elements, zoning, density, design and development standards, project siting, and the approval or denial of housing development applications; and

BE IT FURTHER RESOLVED, that any constitutional amendment or alternative strategy should preserve the State's authority to establish broad statewide housing goals and enforce constitutional and civil rights, fair housing requirements, building and life-safety standards, and generally applicable environmental protections, while protecting cities from state actions that compel, through funding conditions or state law, the approval of housing developments that are inconsistent with locally adopted requirements; override local zoning or density standards; or invalidate locally adopted housing or land use decisions when a city has planned in good faith to accommodate its regional housing needs allocation and maintains adequate capacity for housing at all income levels; and

BE IT FURTHER RESOLVED, that the League of California Cities consider establishing a statewide working group or other appropriate committee(s) to evaluate and develop a proposed constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use matters including but limited to: conducting appropriate legal, fiscal, and policy analyses; engaging cities and other stakeholders; and building a statewide coalition of proponent supporters in preparation for; the November 2030 General Election, or within another reasonable time frame as determined by the working group.

Resolution No. 1: Background Information

Background Information for Resolution

Source: City of Murrieta

Background:

California cities are responsible for planning residential growth, adopting general plans and zoning regulations, reviewing development proposals, and providing or coordinating the infrastructure and public services necessary to support new housing. Since 2010, the State has enacted more than 500 housing-related laws that have increasingly shifted housing and land use authority away from local governments. These laws have expanded by-right development, limited locally adopted standards and review processes, and established enforcement mechanisms, including the builder's remedy, that may override local plans and zoning. Although these measures are frequently presented as solutions to housing affordability, many increase development capacity or restrict local review without delivering the meaningful production of housing needed to address the housing crisis.

At the same time, the State has continued to prioritize increased development capacity without adequately accounting for the infrastructure, public services, economic realities, and safety measures necessary to support housing growth. State mandates often fail to reflect local conditions, including roadway and utility capacity, water availability, wildfire exposure, environmental limitations, fiscal impacts, and the availability of essential services. Cities are consequently required to accommodate additional housing while receiving no funding or assistance to address the resulting infrastructure and service demands.

Local elected officials are directly accountable to the residents who experience the effects of development decisions and are responsible for balancing housing production with infrastructure capacity, public safety, environmental protection, fiscal sustainability, and community needs. Cities of all types in California have been grappling with this dynamic, ranging from urban to rural, coastal to inland, small to large, northern to southern, voicing concerns to legislative representatives with minimal responsiveness. This is an issue of statewide concern that needs the strength and diversity of the League of California Cities to pursue a long-term solution.

The proposed resolution directs the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions. The working group would be tasked with developing a more balanced framework that preserves the State's role in establishing broad housing goals and enforcing constitutional, civil rights, fair housing, building, life-safety, and environmental requirements, while restoring meaningful local authority to allow cities to determine how statewide housing

objectives should be implemented in a manner that reflects local conditions and community priorities while continuing to support responsible housing production.

As the primary statewide organization representing California cities, the League is uniquely positioned to lead this effort. Its established policy, legal, legislative, communications, and advocacy networks enable it to convene municipalities, evaluate potential strategies, conduct legal and fiscal analyses, build consensus, engage stakeholders, and coordinate with statewide decision-makers. League leadership would help ensure that any recommendation reflects the collective interests of California municipalities and would provide the credibility, organizational capacity, and statewide reach necessary to advance a viable strategy.

Resolution No. 1: Letters of Concurrence



City of Banning Office of the Mayor

July 23, 2026

President Gabe Quinto
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: Support for a Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority

Dear President Quinto,

The City of Murrieta is sponsoring a resolution for consideration by the General Assembly of the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions.

The proposed resolution, together with the required background materials, will be submitted to the Cal Cities for consideration at the 2026 Annual Conference in Orange County on September 24 and 25, 2026. The resolution would direct the League to convene a working group to evaluate potential approaches for addressing the increasingly broad and prescriptive state mandates affecting local housing, zoning, development standards and project approval authority.

On behalf of the City of Banning, this letter confirms our support for the City of Murrieta's submission of the proposed resolution and its consideration by the League of California Cities General Assembly at the 2026 Annual Conference.

Respectfully,

Richard Royce, Mayor
District 4, City of Banning

Colleen Wallace, City Council Member
District 5, City of Banning
President, Riverside County Division
League of California Cities

City of Calimesa

908 Park Avenue, Calimesa, California 92320
Telephone 909.795.9801 Facsimile 909.795.4399

www.calimesa.gov

"Preserving and enhancing the open space atmosphere and quality of life in Calimesa"



July 21, 2026

President Gabe Quinto
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: Support for a Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority

Dear President Quinto,

The City of Murrieta is sponsoring a resolution for consideration by the General Assembly of the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions.

The proposed resolution, together with the required background materials, will be submitted to Cal Cities for consideration at the 2026 Annual Conference in Orange County on September 24 and 25. The resolution would direct the League to convene a working group to evaluate potential approaches for addressing the increasingly broad and prescriptive state mandates affecting local housing, zoning, development standards, and project approval authority.

On behalf of the City of Calimesa, this letter confirms our support for the City of Murrieta's submission of the proposed resolution and its consideration by the League of California Cities General Assembly at the 2026 Annual Conference.

Sincerely,

Jeff Cervantez
Mayor
City of Calimesa



July 23, 2026

President Gabe Quinto
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: Support for a Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority

Dear President Quinto,

The City of Murrieta is sponsoring a resolution for consideration by the General Assembly of the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions.

The proposed resolution, together with the required background materials, will be submitted to Cal Cities for consideration at the 2026 Annual Conference in Orange County on September 24 and 25. The resolution would direct the League to convene a working group to evaluate potential approaches for addressing the increasingly broad and prescriptive state mandates affecting local housing, zoning, development standards, and project approval authority.

On behalf of the City of Canyon Lake, this letter confirms our support for the City of Murrieta's submission of the proposed resolution and its consideration by the League of California Cities General Assembly at the 2026 Annual Conference.

Sincerely,

Arron Brown
City Manager
City of Canyon Lake



July 23, 2026

President Gabe Quinto
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: Support for a Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority

Dear President Quinto,

The City of Murrieta is sponsoring a resolution for consideration by the General Assembly of the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions.

The proposed resolution, together with the required background materials, will be submitted to Cal Cities for consideration at the 2026 Annual Conference in Orange County on September 24 and 25. The resolution would direct the League to convene a working group to evaluate potential approaches to address increasingly broad and prescriptive state mandates affecting local housing, zoning, development standards, and project approval authority.

On behalf of the City of Moreno Valley, this letter confirms our support for the City of Murrieta's submission of the proposed resolution and its consideration by the League of California Cities General Assembly at the 2026 Annual Conference.

Sincerely,

Brian Mohan
City Manager
City of Moreno Valley



CITY OF NORCO

HORSETOWN USA

July 22, 2026

President Gabe Quinto
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: Support for a Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority

Dear President Quinto,

The City of Murrieta is sponsoring a resolution for consideration by the General Assembly of the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions.

The proposed resolution, together with the required background materials, will be submitted to Cal Cities for consideration at the 2026 Annual Conference in Orange County on September 24 and 25. The resolution would direct the League to convene a working group to evaluate potential approaches for addressing the increasingly broad and prescriptive state mandates affecting local housing, zoning, development standards, and project approval authority.

On behalf of the City of the Norco, this letter confirms our support for the City of Murrieta's submission of the proposed resolution and its consideration by the League of California Cities General Assembly at the 2026 Annual Conference.

Sincerely,

Kevin Bash
City Council Member
(951) 768-8981



CITY OF T O R R A N C E

SHARON KALANI
MAYOR

CITY COUNCIL MEMBERS
DAVID KARTSONIS – District 1
BRIDGETT LEWIS – District 2
ASAM SHEIKH – District 3
VACANT – District 4
BETTY LIEU – District 5
Dr. JEREMY GERSON – District 6

July 29, 2026

President Gabe Quinto
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Support for a Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority

Dear President Quinto,

The City of Murrieta is sponsoring a resolution for consideration by the General Assembly of the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions.

The proposed resolution, together with the required background materials, will be submitted to Cal Cities for consideration at the 2026 Annual Conference in Orange County on September 24 and 25. The resolution would direct the League to convene a working group to evaluate potential approaches for addressing the increasingly broad and prescriptive state mandates affecting local housing, zoning, development standards, and project approval authority.

On behalf of the City of Torrance, this letter confirms our support for the City of Murrieta's submission of the proposed resolution and its consideration by the League of California Cities General Assembly at the 2026 Annual Conference.

Local authority is essential because cities are best positioned to craft housing strategies tailored to their unique community conditions, infrastructure capacity, and geographic needs.

When given the flexibility to plan locally, cities can achieve meaningful housing results while maintaining the character and balance of their communities.

The City of Torrance has consistently demonstrated that local control and proactive housing production go hand in hand:

- **Housing Corridor Overlay Zone:** Through our approved 6th Cycle Housing Element, Torrance created the Housing Corridor Overlay (HCO). This targeted local framework allows for by-right housing and mixed-use development across seven key commercial and transit-adjacent corridors, streamlining approvals and incentivizing production across a full range of income levels.
- **Housing Element Progress & Accountability:** As documented in our Housing Element Annual Progress Reports (APR), Torrance actively tracks, updates, and implements programs—such as aligning our Land Use and Safety Elements—to clear barriers for residential development while ensuring robust infrastructure and public safety standards.

These initiatives illustrate that local governance can effectively drive housing opportunities without one-size-fits-all mandates from the state. Restoring and protecting local land use authority will allow cities across California to continue developing solutions that work best for their residents.

If you have any questions or require further discussion, please feel free to contact Carlos Huizar, Management Associate at (310) 618-5880 or via email at CHuizar@TorranceCA.gov.

Sincerely,



Sharon Kalani
Mayor, City of Torrance

cc:

Ron Holiday, Mayor Pro Tem, City of Murrieta
Lori Stone, City Councilmember, City of Murrieta
Jeff Kiernan, Los Angeles County Division, jkiernan@cacities.org
League of California Cities, cityletters@cacities.org
Joe A. Gonsalves & Sons, gonsalvi@gonsalvi.com

July 23, 2026

Mr. Gabe Quinto, President

League of California Cities

1400 K Street, Suite 400

Sacramento, CA 95814

Subject: Support for Murrieta's Proposed Resolution on Housing and Local Governance

Dear League of California Cities Leadership,

I am writing in my individual capacity as Mayor of the City of San Jacinto to express my strong support for the City of Murrieta's proposed resolution, which is scheduled for consideration by the General Assembly at the 2026 Annual Conference.

This resolution represents a timely and important opportunity to thoughtfully examine the balance between California's statewide housing goals and the fundamental constitutional principle of local governance. The proposal to establish a statewide working group to explore a potential constitutional amendment, legislative reforms, or other policy initiatives would create a valuable forum for assessing how local authority over housing and land use decisions can be strengthened while still addressing the State's housing challenges.

Cities are uniquely positioned to understand the distinct needs, opportunities, and constraints of their communities. Local elected officials are directly accountable to the residents they serve and are best equipped to make land use decisions that reflect a community's character, infrastructure capacity, economic development priorities, environmental stewardship, and long-term vision. Moreover, local governments carry the primary responsibility for protecting public safety. Issues such as housing density, transportation, emergency access, wildfire preparedness, evacuation routes, law enforcement and fire service capacity, water availability, and critical infrastructure are inherently local matters that demand the knowledge, judgment, and responsiveness of those who serve their communities daily.

While the State has a critical role to play in addressing California's housing needs, a collaborative approach that respects local expertise and preserves meaningful local discretion will result in stronger, safer, and more sustainable communities. The proposed working group offers a constructive path forward to evaluate policies that achieve our shared housing objectives while restoring an appropriate balance between state direction and local authority.

Although this letter reflects my personal position as Mayor and does not constitute an official action or policy of the City of San Jacinto or the San Jacinto City Council, I respectfully endorse the City of Murrieta's submission of this resolution and encourage its favorable consideration by the League of California Cities General Assembly.

Thank you for your leadership and your thoughtful consideration of this important matter.

Respectfully,

A handwritten signature in black ink that reads "Crystal Ruiz". The signature is fluid and cursive, with a long, sweeping line extending from the end of the name.

Crystal Ruiz

Mayor

City of San Jacinto



City of Temecula

41000 Main Street ■ Temecula, CA 92590
(951) 694-6416 ■ Fax (951) 694-6499 ■ TemeculaCA.gov

July 23, 2026

Mr. Gabe Quinto, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: **Support for the City of Murrieta's Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority**

Dear President Quinto:

I am writing in my individual capacity as Mayor of the City of Temecula to express my strong support for the City of Murrieta's proposed resolution for consideration by the General Assembly of the League of California Cities at the 2026 Annual Conference.

The proposed resolution presents an important opportunity to thoughtfully evaluate the appropriate balance between California's statewide housing objectives and the constitutional principle of local governance. Establishing a statewide working group to examine a potential constitutional amendment, legislative reforms, or other policy initiatives will provide a meaningful forum to assess how local authority over housing and land use decisions can be strengthened while continuing to address the State's housing challenges.

Cities are uniquely positioned to understand the needs, opportunities, and constraints of their communities. Local elected officials are accountable to the residents they serve and are best equipped to make land use decisions that reflect a community's character, infrastructure capacity, economic development goals, environmental stewardship, and long-term vision. Equally important, local governments bear the primary responsibility for protecting public safety. Decisions regarding housing density, transportation, emergency access, wildfire preparedness, evacuation routes, police and fire service capacity, water availability, and critical infrastructure are inherently local matters that require the knowledge and judgment of those who serve their communities every day.

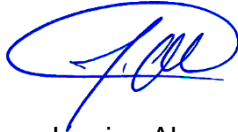
While the State has an important role in addressing California's housing needs, a collaborative approach that respects local expertise and preserves meaningful local discretion will produce stronger, safer, and more sustainable communities. The proposed working group offers an opportunity to evaluate policies that achieve these shared objectives while restoring an appropriate balance between state direction and local authority.

Mr. Gabe Quinto, President
League of California Cities
July 23, 2026
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Although this letter reflects my personal position and is not an official action or policy of the City of Temecula or the Temecula City Council, I respectfully endorse the City of Murrieta's submission of this resolution and encourage its favorable consideration by the League of California Cities General Assembly.

Thank you for your leadership and your thoughtful consideration of this important issue.

Respectfully,



Jessica Alexander
Mayor, City of Temecula
*Signing in her individual capacity
and not on behalf of the City of Temecula
or the Temecula City Council.*

Resolution No. 1: Staff Analysis

League of California Cities Staff Analysis on Resolution No. 1

Staff: Brady Guertin, Legislative Advocate

Committee: Housing, Community, and Economic Development

Summary:

Resolution No.1 states that the League of California Cities (Cal Cities) will:

1. Support the development and advancement of a state constitutional amendment or legislative, policy, or ballot-based strategy that restores and strengthens local authority over housing and land use matters, including general plans, housing elements, zoning, density, design and development standards, project siting, and the approval or denial of housing development applications.

Pursuant to the resolution, the strategy should preserve the state's authority to set broad, statewide housing goals and enforce civil rights, fair housing, building safety, and environmental standards while protecting local control by preventing the state from compelling the approval of developments that conflict with local requirements, override local zoning or density standards, or overturn local land use decisions where a city has planned for and maintained sufficient capacity to meet its housing obligations.

2. Consider establishing a statewide working group or other appropriate committee(s) to evaluate and develop a proposed constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use matters. The resolution states: "conducting legal, fiscal, and policy analyses; engaging cities and other stakeholders; and building a statewide coalition of proponent supporters in preparation for the November 2030 General Election, or within another reasonable time period."

Background:

As provided in the background information, the city of Murrieta is sponsoring this resolution in response to concerns over state laws that have increasingly reduced city discretion over housing and land use decisions, including legislation that requires ministerial or by-right approvals for housing projects, limits the application of local development standards, and strengthens state enforcement mechanisms against local governments.

Additionally, the city of Murrieta, in its background information, maintains that these legislative efforts have not resulted in sufficient housing production to address California's housing shortage and have not adequately accounted for

local infrastructure, public service needs, public safety, market, and fiscal considerations.

The resolution states that California's housing goals are better advanced through state funding, streamlined environmental requirements, and voluntary partnerships, while preserving local authority over how and where housing is best planned and approved.

Consideration of the resolution may be informed by a brief examination of how the California Constitution allocates authority between the state and cities with respect to land use decisions.

The constitution grants cities the power to adopt local laws to protect the public's health, safety, and welfare. This grant is called the "police power," which is the basis for local land use regulation. The constitution grants charter cities the additional power to adopt local laws affecting "municipal affairs." This power, commonly referred to as "home rule," is based on the principle that a city, rather than the state, is in the best position to identify and satisfy the needs of the local community.

The constitution's broad grant of police power contains a significant limitation. Local law adopted under the police power is not valid if it "conflicts" with state law. A local law "conflicts" with state law when it regulates the same "field" in which the Legislature has stated its intent to occupy. In that case, state law is said to "preempt" the local law and it cannot be enforced.

An ordinance adopted by a charter city under the municipal affairs power cannot be enforced if it affects a "matter of statewide concern." The subjects that have been identified as "matters of statewide concern" have changed over the years due to economic, social, and political circumstances.

Since the 1960s, the state has enacted numerous laws that limit or preempt aspects of local land use and zoning authority. These laws include the Fair Employment and Housing Act, Housing Element Law, Housing Accountability Act, Density Bonus Law, Permit Streamlining Act, accessory dwelling unit laws, California Environmental Quality Act, and others. In recent years, the state has enacted several laws that Cal Cities was the leading opposition force against, as many of the proposals pre-empted local land use authority, limited public review, and constrained local flexibility. In support of its housing and land use legislation, the Legislature has cited a statewide housing crisis and the need for increased housing production at all income levels while asserting that a uniform approach to local land use decision-making is required.

Discussion:

The resolution does not prescribe a specific policy mechanism. The eight letters in support recommend creating a working group or committee to evaluate potential approaches, including legislative proposals, constitutional amendments, or ballot initiatives to strengthen local authority over housing and land use matters.

A discussion of a strategy to restore and strengthen local authority over housing and land use matters will need to consider the California Constitution's framework for both preemption of police power enactments and municipal affairs, discussed above. It will also need to determine whether changes to the California Constitution will be proposed, and whether they constitute an amendment or a revision, which require different processes.

A constitutional revision is a multistep process blending legislative consensus, voter support, and on occasion, a constitutional convention. It requires significant public engagement.

A constitutional amendment would require a ballot initiative, which includes gathering enough valid signatures to qualify for the ballot, building large coalitions to support election efforts, and campaigning to voters to support the initiative. This process can involve significant costs. In the last major election for ballot initiatives in 2024, proponents spent [\\$8-\\$18 million](#) to qualify for the ballot and spent nearly [\\$700 million](#) for the full election cycle, averaging out to about \$100 million per ballot initiative.

Cal Cities has been engaged in ballot advocacy for over 20 years. In the early 2000s, Cal Cities developed a ballot advocacy infrastructure that included forming an issue political action committee, fundraising, establishing a network of regional managers, and building a coalition with other organizations to ultimately advocate on a ballot measure. Ballot advocacy requires the approval of the Board of Directors with a supermajority vote.

In the Legislature, Cal Cities plays an active and influential role to ensure that local flexibility and autonomy in the land use and housing space is maintained by engaging on dozens of bills every legislative session to ensure that cities' voices are heard at the state Capitol. Below, you will find Cal Cities "Existing Policy" on local control, housing, and land use policies.

Fiscal Impact

The resolution itself would not have a significant direct fiscal impact. However, depending on what actions follow, the fiscal costs could be significant.

Existing Cal Cities Policy

Vision

To be recognized and respected as the leading advocate for the common interests of California's cities.

Mission Statement

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

We Believe

- Local self-governance is the cornerstone of democracy.
- Our strength lies in the unity of our diverse communities of interest.
- In the involvement of all stakeholders in establishing goals and in solving problems.
- In conducting the business of government with transparency, openness, respect, and civility.
- The spirit of honest public service is what builds communities.
- Open decision-making that is of the highest ethical standards honors the public trust.
- Cities are vital to the strength of the California economy.
- The vitality of cities is dependent upon their fiscal stability and local autonomy.
- The active participation of all city officials increases the League's effectiveness.
- Partnerships and collaborations are essential elements of focused advocacy and lobbying.
- Ethical and well-informed city officials are essential for responsive, visionary leadership and effective and efficient city operations.

Zoning

Cal Cities believes local zoning is a primary function of cities and is an essential component of home rule. The process of adoption, implementation and enforcement of zoning ordinances should be open and fair to the public and enhance the responsiveness of local decision-makers. State policy should leave local siting and use decisions to the city and not interfere with local prerogative beyond providing a constitutionally valid procedure for adopting local regulations. State agency siting of facilities, including campuses and office buildings, should be subject to local notice and hearing requirements in order to meet concerns of the local community. Cal Cities opposes legislation that seeks to limit local authority over parking requirements.

Housing Element

Housing issues should be addressed in the general plan as other planning issues are. The housing element should be prepared for the benefit of local

governments and should have equal status with the other elements of the general plan.

Encourage Full Community Participation

Foster an open and inclusive community dialogue and promote alliances and partnerships to meet community needs.

Well-Planned New Growth

Recognize and preserve open space, watersheds, environmental habitats, and agricultural lands, while accommodating new growth in compact forms, in a manner that:

- De-emphasizes automobile dependency;
- Integrates the new growth into existing communities;
- Creates a diversity of affordable housing near employment centers;
- Provides job opportunities for people of all ages and income levels.

Support:

The following letters of concurrence were received:

City of Banning

City of Calimesa

City of Canyon Lake

City of Moreno Valley

City of Norco

City of Torrance

Crystal Ruiz, Mayor, City of San Jacinto

Jessica Alexander, Mayor, City of Temecula