

JCCEB, RCPC, and Chabot Village Community Benefits Agreement (11/15/24)

The Parties to this Agreement are the Jewish Community Center East Bay (JCCEB), the Rockridge Community Planning Council (RCPC), and the unincorporated neighborhood association Chabot Village (CV). This is a community benefits agreement regarding JCCEB's application for City of Oakland conditional use permits (Case File No. PLN23117) approved at the City Planning Commission meeting of November 6, 2024 (Planning Commission Decision). JCCEB and RCPC are California nonprofit, 501(c)(3) tax-exempt charitable organizations. The purposes of this Agreement are to expedite the initiation of repurposed development of the JCCEB Rockridge site; to reduce increases in traffic, parking, and noise impacts resulting from community assembly and community education uses permitted on the site; and to facilitate good neighbor relationships between the JCCEB and Rockridge residents, businesses, and organizations. This Agreement shall bind successors and assigns. The effective date of this Agreement is November 15, 2024.

- 1. Neighbor Meetings with JCCEB.** The JCCEB and RCPC agree to establish the Neighborhood Committee that will meet to seek to resolve potential JCCEB site and programmatic issues of Rockridge neighborhood concern, including but not limited to the monitoring of traffic, parking, and noise impacts and the reviewing of related City of Oakland Conditional Use compliance reports. RCPC agrees to appoint three to five Rockridge residents to serve on this Neighborhood Committee, two of whom will be residents of the block of Chabot Rd. between College Ave. and Claremont Ave., with preferences for those associated with CV. JCCEB agrees to appoint its Chief Executive Officer (CEO) to the Neighborhood Committee and delegates to the CEO at their discretion to decide whether to select up to two additional members of the JCCEB community to the Neighborhood Committee. The Neighborhood Committee shall meet at least semi-annually in approximately January and June of each calendar year beginning in January 2025.
- 2. JCCEB Outreach to Rockridge Residents, Businesses, and Organizations.** The JCCEB agrees (a) to cooperate with Rockridge residents, businesses, and organizations in developing and maintaining plans for ongoing neighborhood security and responses to neighborhood emergencies and disasters; and (b) to make space available to neighborhood groups, after timely request and a fee that covers any costs incurred by JCCEB (such as janitorial), to hold meetings on the JCCEB Rockridge site for no more than 25 attendees, at least twice a month during hours when the site is otherwise open for office use or already scheduled programs and events, and space is available.
- 3. Good Neighbor.** The Parties agree to be in all reasonable ways a good neighbor.

4. **After-School and Summer-Camp Drop-Offs and Pickups.** The JCCEB agrees that drop-offs and pickups for after-school and summer camp programs for students in grades 2 or higher shall be on the sidewalk adjacent to JCCEB frontage on Claremont Ave., unless best efforts to obtain support or no opposition from the City of Oakland Department of Transportation are unsuccessful.
5. **Maximum Numbers of People, Programs, and Events.** For Cultural and Educational Programs and Nonrental and Rental Special Events, the JCCEB agrees to limit the number of people and maximum number of programs and events to be held annually at its Rockridge site as follows: (a) for programs and events attended by 50-100 persons Mondays through Fridays, the maximum number is limited to 150 programs and events per year; (b) there will be no programs and events held on Friday evenings later than a half-hour after sunset and on Saturdays during the day; (c) for programs and events attended by 50-250 persons on Saturday evenings, the maximum number is limited to 36 programs and events per year; (d) programs and events on any Sunday shall not exceed 250 persons at one time throughout the day, except for the three holidays of Sukkot, Chanukah, and Purim; (e) all programs and events shall not exceed 150 attendees on Mondays through Fridays and 250 attendees on Saturday evenings, except five Jewish High Holiday services and related programs and events; and (f) five Jewish High Holiday services and related programs and events shall not exceed 500 persons in combined attendance each day and will not be included as part of the limitations on the maximum number of persons and maximum number of programs and events in subsections (a) through (e) above. If there is a need on occasion to have programs and events not listed in this subsection to deal with urgent or emergency situations, the JCCEB will notify RCPC and members of the Neighborhood Committee before the time of such programs and events.
6. **Entering and Exiting Programs and Events.** The JCCEB agrees that for programs and events of 50 or more attendees, vehicles entering and exiting will be exclusively at the entry to the Claremont Ave. parking lot. In accordance with the JCCEB Conditional Use Permit, the Chabot Rd. parking lot will remain open during the operating hours of the JCCEB and the existing business hours of the JCCEB's retail tenants along College Ave.
7. **Entering and Exiting the Chabot Rd. Parking Lot for Childcare Drop-Offs and Pickups.** The JCCEB agrees to post signs, to inform parents or guardians, and to assign personnel to direct drivers to make only right turns when entering and leaving the Chabot Rd. parking lot during childcare drop-off and pickup times to the fullest extent within its abilities and in accordance with best efforts. The Parties agree to

discuss at Neighborhood Committee meetings the making of right turns only, after a reasonable time of implementation, to assess the traffic impacts and whether this approach to childcare drop-offs and pickups remains advisable.

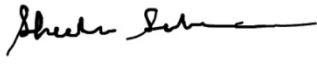
8. **JCC Event Address.** The JCCEB agrees to designate 6028 Claremont Ave. as JCCEB's Event Site Center for all private and public purposes regarding its Rockridge campus, including but not limited to listings in event invitations, confirmations, and promotional information, the objective being to encourage deliveries, rideshares, and others who rely on GPS mapping to be routed to JCCEB's 6028 Claremont Ave. address.
9. **Amplified Outside Sound.** The JCCEB agrees that outdoor speakers will be primarily used for emergencies or critical situations, low-volume educational and cultural programs, and not for high-volume music. The JCCEB further agrees that speakers used for non-emergency purposes will not be permanently installed, and to the fullest extent practical, temporary speakers will be pointed toward Claremont Ave. In addition, the JCCEB agrees to bring any complaint about outdoor noise to the Neighborhood Committee for consideration and, when reasonable and not more than once for the same issue in the complaint, to conduct noise tests to determine whether noise levels from outside amplified sound comply with Conditions of Approval and the noise consultant's report referenced in the JCCEB's Conditional Use Permits.
10. **Ball Court Usage.** The JCCEB agrees to limit the use of the ball court adjacent to residential property on Chabot Rd. to childcare, after-school, summer camp, and staff recreational activities. If the ball court is used for half-court basketball, the JCCEB further agrees to use a non-permanent structure for the hoop positioned no less than 32 feet from the boundary line between JCCEB property and Chabot Rd. residential property, and to use best efforts during the City of Oakland building permit process to obtain authorization, if needed, to raise the height of the fence at the boundary line to 10 feet. In addition, the JCCEB agrees to bring any complaint about outdoor noise to the Neighborhood Committee for consideration and, when reasonable and not more than once for the same issue in the complaint, to conduct noise tests to determine whether noise levels from outside sound comply with Conditions of Approval and the noise consultant's report referenced in the JCCEB's Conditional Use Permits.
11. **Onsite Residential Housing.** The JCCEB agrees to maintain the properties at 6012 and 6016 Claremont Ave. for non-profit residential-based community service


programs, which is presently the situation as occupied by organizations associated with the JCCEB, and to consult with RCPC ahead of time regarding changes of use.

12. **Appeal Filing.** RCPC and CV agree not to file appeals of the Planning Commission Decision to the Oakland City Council, the filing deadline for which is 4 p.m. on November 18, 2024. If an appeal by any party is timely filed, this Agreement is null and void, except for the introductory paragraph and Sections 1, 2, and 3 above.

Jewish Community Center East Bay by  _____ Date 11/15/24
Melissa Chapman, JCCEB CEO

Rockridge Community Planning Council by  _____ Date 11/15/24
Casey Farmer, RCPC Board Chair

Chabot Village by :  _____ Date 11/15/2024
Sheela Subramanian, CV Representative

Chabot Village by :  _____ Date 11/15/2024
Leslie Moldow , CV Representative