AGENDA

REGULAR CITY COUNCIL MEETING
Tuesday, September 19, 2017 – 7:00 p.m.
City Council Chambers

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

Janet Abelson – Mayor

Mayor Pro Tem Gabriel Quinto
Councilmember Paul Fadelli
Councilmember Greg Lyman
Councilmember Rochelle Pardue-Okimoto

ROLL CALL

7:00 p.m. CONVENE REGULAR CITY COUNCIL MEETING

1. PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF MOMENT OF SILENCE – *Councilmember Greg Lyman.*

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

3. ORAL COMMUNICATIONS FROM THE PUBLIC

All persons wishing to speak should sign up with the City Clerk. Remarks are typically limited to 3 minutes per person. The Mayor may reduce the time limit per speaker depending upon the number of speakers. Kindly state your name and city of residence for the record. Comments regarding non-agenda, presentation and consent calendar items will be heard first. Comments related to items appearing on the Public Hearing or Policy Matter portions of the Agenda are taken up at the time the City Council deliberates each action item. Individuals wishing to comment on any closed session scheduled after the regular meeting may do so during this public comment period or after formal announcement of the closed session.

4. ADOPTION OF THE CONSENT CALENDAR – Item No. 4(A) through 4(F)

A. Approval of Minutes

Approve the August 15, 2017 Special City Council Closed Session and Regular City Council meeting minutes.

B. Ordinance Enabling Expedited Building Permit Process for Electric Vehicle Charging Stations

Adopt an ordinance adding Chapter 16.14 to the El Cerrito Municipal Code to enable expedited permitting procedures for electric vehicle charging stations*. First reading August 15, 2017. Vote: Unanimous.*

C. Award of External Financial Auditor Contract

Adopt a resolution authorizing the City Manager to enter into an agreement with Badawi & Associates to provide external financial auditor services for a three-year period, with an option for two additional years, at a first-year cost of $51,140.

D. Ohlone Greenway Pedestrian and Bicycle Wayfinding Project

Adopt a resolution taking the following actions: 1) Approve plans for the Ohlone Greenway Pedestrian and Bicycle Wayfinding and Amenities Project, City Project No. C5034; 2) Accept the five submitted bids; and 3) Authorize the City Manager to execute a contract in the amount of $257,900 with Suarez & Muñoz Construction, Inc. and to approve change orders in an amount not to exceed $58,000 for the construction of the Ohlone Greenway Pedestrian and Bicycle Wayfinding and Amenities Project, City Project No. C5034. *Exempt from CEQA.*

E. Renaming the City's Portion of Fairmont Park to Centennial Park

Adopt a resolution authorizing the renaming of the City owned portion of Fairmont Park as Centennial Park per El Cerrito's Administrative Policy/Procedure I(A)(4).

F. Amendment to El Cerrito Tree Committee Enabling Resolution

Adopt a resolution amending the El Cerrito Tree Committee enabling Resolution, City Council Resolution No. 2007–96, to change the name of the Tree Committee to the Urban Forest Committee and change the service terms of the Committee from commencing on January 1 to commencing on March 1.

5. PRESENTATIONS

A. Proclamation Honoring Brett Guest for his Commendable Actions

Approve and present a proclamation to Brett Guest for his admirable actions toward protecting his neighbors and aiding in the capture of a dangerous suspect. The City Council extends its appreciation to Mr. Guest in recognition of his quick thinking and selfless actions.

B. Presentation on the 2017 E.C.S.T.A.R.S. Internship Program

Receive a presentation regarding the 2017 El Cerrito Students Training and Ready for Success ("EC STARS") Internship Program. Suzanne Iarla, Kristen Cunningham and Mr. Corey Mason will provide an overview and the interns will speak briefly about their experience over the summer.

C. Human Relations Commission Workplan – *Presentation by Margo Hunter Parisi, Chair, Human Relations Commission*

Receive a presentation on the Human Relations Commission's accomplishments, goals and workplan.

6. PUBLIC HEARINGS

Fire Hazard Abatement

Conduct a public hearing and upon conclusion adopt a resolution confirming the cost of abatement of public nuisance conditions resulting from the presence of weeds, rubbish, litter or other flammable material on private property designated in Exhibit A of the resolution as authorized by El Cerrito Municipal Code Chapter 16.26.

7. **POLICY MATTERS** – *None*

8. **CITY COUNCIL LOCAL AND REGIONAL LIAISON ASSIGNMENTS**

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

9. **ADJOURN REGULAR CITY COUNCIL MEETING** in memory of Charles Chuck Wing,

The next regularly scheduled City Council meeting is Tuesday, October 3, 2017 at 7:00 p.m. in the City Council Chambers, 10890 San Pablo Avenue, El Cerrito.

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

- Council Meetings can be heard live on FM Radio, KECG – 88.1 and 97.7 FM and viewed live on Cable TV - KCRT- Channel 28 and AT&T Uverse Channel 99. The meetings are rebroadcast on Channel 28 the following Thursday and Monday at 12 noon, except on holidays. Live and On-Demand Webcast of the Council Meetings can be accessed from the City's website http://www.el-cerrito.org/streamingmedia. Copies of the agenda bills and other written documentation relating to items of business referred to on the agenda are on file and available for public inspection in the Office of the City Clerk, at the El Cerrito Library and posted on the City's website at www.el-cerrito.org prior to the meeting.

- In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk, (510) 215-4305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title I).

- ***The Deadline for agenda items and communications*** is eight days prior to the next meeting by 12 noon, City Clerk's Office, 10890 San Pablo Avenue, El Cerrito, CA. Tel: 215–4305 Fax: 215–4379, email cmorse@ci.el-cerrito.ca.us

- IF YOU CHALLENGE A DECISION OF THE CITY COUNCIL IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE COUNCIL MEETING. ACTIONS CHALLENGING CITY COUNCIL DECISIONS SHALL BE SUBJECT TO THE TIME LIMITATIONS CONTAINED IN CODE OF CIVIL PROCEDURE SECTION 1094.6.

- The City Council believes that late night meetings deter public participation, can affect the Council's decision-making ability, and can be a burden to staff. City Council Meetings shall be adjourned by 10:30 p.m., unless extended to a specific time determined by a majority of the Council.

EL CERRITO CITY COUNCIL

MINUTES

SPECIAL CITY COUNCIL MEETING – CLOSED SESSION
Tuesday, August 15, 2017 – 6:30 p.m.
Hillside Conference Room

REGULAR CITY COUNCIL MEETING
Tuesday, August 15, 2017 – 7:00 p.m.
City Council Chambers

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

Janet Abelson – Mayor

Mayor Pro Tem Gabriel Quinto
Councilmember Paul Fadelli
Councilmember Greg Lyman
Councilmember Rochelle Pardue-Okimoto

6:30 p.m. **ROLL CALL**

Councilmembers Fadelli, Lyman, Pardue-Okimoto, Quinto and Mayor Abelson all present.

CONVENE SPECIAL CITY COUNCIL CLOSED SESSION *(Hillside Conference Room)*

Mayor Abelson convened the special City Council meeting at 6:34 p.m.

ORAL COMMUNICATIONS FROM THE PUBLIC

Speaker: Cordell Hindler, Richmond.

ANOUNCEMENT OF CLOSED SESSION

Conference with Labor Negotiators *(Pursuant to Government Code Section 54957.6)*

Agency Designated Representatives: Scott Hanin, City Manager, Karen Pinkos, Assistant City Manager, Kristen Cunningham, Senior Human Resources Analyst, Glenn Berkheimer, Labor Negotiator and Sky Woodruff, City Attorney

Employee Organizations: Service Employees International Union Local 1021

RECESSED INTO CLOSED SESSION at 6:36 p.m.

ADJOURNED SPECIAL CITY COUNCIL MEETING at 7:04 p.m.

7:00 p.m. **ROLL CALL**

Councilmembers Fadelli, Lyman, Pardue-Okimoto, Quinto and Mayor Abelson all present.

CONVENE REGULAR CITY COUNCIL MEETING

Mayor Abelson convened the regular City Council meeting at 7:10 p.m.

1. **PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF MOMENT OF SILENCE** was led by Councilmember Paul Fadelli.

2. **COUNCIL / STAFF COMMUNICATIONS**

COUNCIL COMMUNICATIONS

Mayor Abelson announced that the City Council had just met in closed session and provided direction to staff. Mayor Abelson also highlighted upcoming Centennial Celebration events.

Councilmember Lyman stated that Marin Clean Energy (MCE) has reported that the solar eclipse on August 21 will vastly reduce solar production on that day. The State and MCE have asked everyone to do their best to limit power consumption between 9:00 a.m. and 12:00 p.m. on that day. Contra Costa County has added 9 new communities to MCE. Deep green consumers have in increased by 67%. Councilmember Lyman also reported that there is electrical vehicle funding for commercial and multi-family properties through a Bay Area Air Quality Management District program which may cover up to 75% of the cost.

Councilmember Fadelli encouraged all to volunteer for the Centennial events. Interested individuals can contact Suzanne Iarla, Assistant to the City Manager, at elcerrito100.org for more information. Councilmember Fadelli also invited all to a ribbon cutting for the new Motorcycle Hill steps at Navellier and Blake on August 18 and noted that our country is stronger than Donald Trump and will make it through these difficult years.

Mayor Pro Tem Quinto announced that the Sierra Club in conjunction with Plug-In America and the Electric Auto Association will display all the electric cars and some fuel cell cars on September 9 from 11:00 a.m. to 3:00 p.m. at the Auto Mall Plaza in Richmond.

Councilmember Pardue-Okimoto encouraged all to attend the African American Centennial event August 26-27. Local author, Regina E. Mason, will be the keynote speaker. There will be many other activities.

3. **ORAL COMMUNICATIONS FROM THE PUBLIC**

Cordell Hindler, Richmond, encouraged young people to serve on the City's boards, commissions and committees, emphasized the importance of a senior center and highlighted the high cost of commercial rents.

Howdy Goudey, El Cerrito, encouraged the City Council to direct staff to post agenda related communications that are received prior to the agenda being printed on the City's website.

Mollie Hazen, El Cerrito, acknowledged the success of the National Night Out event and thanked everyone involved.

4. **ADOPTION OF THE CONSENT CALENDAR – Item No. 4(A) through 4(G)**

Moved, seconded (Lyman/Quinto) and carried unanimously to approve Consent Calendar Item Nos. 4(A) through 4(G) in one motion as indicated below.

A. Approval of Minutes

Approve the July 18, 2017 Special City Council Closed Session and Regular City Council meeting minutes.

Action: Approved minutes.

B. 2017 Patch Paving Project

Adopt a resolution taking the following actions: 1) Approving plans for the 2017 Patch Paving Project, City Project No. C3027.18; 2) Accepting the three submitted bids; and 3) Authorizing the City Manager to execute a contract in the amount of $226,850.00 with PMK Contractors, LLC and to approve change orders in an amount not to exceed $68,000 for the construction of the 2017 Patch Paving Project, City Project No. C3027.18. *Exempt from CEQA.*

Action: Adopted Resolution No. 2017-58.

C. Quarterly Investment Report

Receive and file the City's Quarterly Investment Report for the Quarter ending June 30, 2017.

Action: Received and filed.

D. Committee on Aging Appointment

Approve a Committee on Aging recommendation to appoint Carol Kehoe to the Committee on Aging, effective August 15, 2017.

Action: Approved recommendation.

E. Crime Prevention Committee Appointment

Approve a Crime Prevention Committee recommendation to appoint Rosa Esquivel to the Crime Prevention Committee, effective August 15, 2017.

Action: Approved recommendation.

F. Economic Development Committee Appointment

Approve an Economic Development Committee recommendation to appoint Rosa Esquivel to the Economic Development Committee, effective August 15, 2017.

Action: Approved recommendation.

G. Environmental Quality Committee Appointment

Approve an Environmental Quality Committee recommendation to appoint Neil Tsutsui and Jeff Sobul to the Environmental Quality Committee, effective August 15, 2017.

Action: Approved recommendation.

5. PRESENTATIONS

El Cerrito Wall of Fame Ceremony

Adopt two resolutions recognizing the leadership, contributions and achievements of Mae Ritz and Theresa Parella and inducting Ms. Ritz and Miss Parella into the El Cerrito Wall of Fame.

Speakers: Mae Ritz, El Cerrito, stated that it has been a privilege to work with so many talented and energetic people throughout the city over the years. Ms. Ritz stated that her parents stressed the importance of helping others without any expectation of a reward. Whether it was the Garden Club or another organization, Ms. Ritz' focus has always been on helping others. Ms. Ritz thanked her family and all of her Garden Club friends and noted that her volunteering life is not over. She will continue to be involved in projects where she can be of help and will continue to be active in the community.

Theresa Parella, El Cerrito, thanked Rose Vekony for nominating her and congratulated Ms. Ritz who is sharing this special day with her. As someone who was born and raised in El Cerrito, Ms. Parella said she has seen many changes in the City. Ms. Parella described the pastures and dairy land below her house on Richmond Street. Ms. Parella thanked City Officials for doing such a wonderful job of keeping up with the times in accordance with resident's needs.

Tom Panas, El Cerrito, expressed his appreciation for Ms. Parella, who is an enormous asset to the City, for bringing the history and culture of the city alive for all of the residents of El Cerrito. Ms. Parella is an El Cerrito pioneer who has shared the story of El Cerrito with Mr. Panas and has given the El Cerrito Historical Society artifacts. Her many contributions to youth in tutoring and fundraising are truly extraordinary.

Cordell Hindler, El Cerrito, stated that he loves to help people.

Action: Moved, seconded (Lyman/Quinto) and carried unanimously to adopt Resolution No. 2017-59 inducting Mae Ritz into the El Cerrito Wall of Fame.

Moved, seconded (Quinto/Pardue-Okimoto) and carried unanimously to adopt Resolution 2017-60 inducting Theresa Parella into the El Cerrito Wall of Fame.

6. PUBLIC HEARINGS - *None*

7. POLICY MATTERS

A. Affordable Housing Strategy

Consideration of a resolution adopting the draft Affordable Housing Strategy.

Presenters: Melanie Mintz, Community Development Director and Sujata Srivastava, Principal, Strategic Economics.

Speakers: Cordell Hindler, Richmond, spoke about the challenges associated with affordable housing.

Howdy Goudey, El Cerrito, stated that he strongly supports adoption of the affordable housing strategy with a prompt implementation. Mr. Goudey urged the Council to direct staff to promptly implement the strategies and policies and take a strong look at rent stabilization and tenant protections and an impact fee for new construction. Mr. Goudey stated that the City needs to set clear priorities and sited several examples of regulations that have been put into place for the common good.

Steve Barton, El Cerrito, said the city desperately needs multiple sources of funding for affordable housing that will pass with a majority vote. Becoming a charter city with a real property transfer tax is worth thinking about. Mr. Barton said rents have skyrocketed in El Cerrito and landlords have taken amazing windfall profits. Mr. Barton urged the City Council to start looking at placing a measure on the November 2018 ballot to increase a business license tax on residential rental property. In 2016 the cities of Berkeley and East Palo Alto increased their business license taxes on residential rental property. In Berkeley it is now 2.88% of the rent. In El Cerrito it totals approximately 0.5 percent, a fixed amount of approximately $100 a unit.

Anne Ogonowski, El Cerrito, said she is a retired senior whose rent went up ten percent last year. She now pays over 48 percent of her net social security income on rent. The need for affordable housing is immediate and pressing. Ms. Ogonowski said homelessness is a growing problem, particularly at Baxter Creek.

Ronnie Polonsky, El Cerrito, spoke about the changes in housing and rental stock in the area, noted that renters are not protected in El Cerrito and that she likes the mix of people and income levels in the city. From 2010 to 2017 average rent in El Cerrito increased 39 percent and there is no ceiling to how high a landlord can raise rents. It is time for rent control in El Cerrito.

Miguel Espino, El Cerrito, stated that affordable housing at market rate is an issue. Mr. Espino asked the City Council to endorse the formation of a community development corporation made up of residents, landlords, renters, small business owners, professionals and non-profits to work on policies that will benefit all residents of El Cerrito.

Sherry Drobner, El Cerrito, informed the Council about her door to door discussions with renters. She learned that many had received large rent increases. Ms. Drobner recommended that the City talk to renters and collect more data and prevent outside investors from using existing multi-family housing as cash cows for profit.

Jeff Levin, El Cerrito, Policy Director for East Bay Housing Organizations (EBHO), believes that the solution to the housing crisis involves protection of tenants and preservation of affordable housing stock and new affordable housing. Many tenants are experiencing unaffordable rent increases and threat of displacement. There is a problem with housing and it needs to be balanced in terms of what the market is providing. The City should do a nexus and feasibility study, look at impact fees and an inclusionary housing ordinance. EBHO also supports a business tax on rental property and tenant protections. State or other outside funds will need a local funding contribution.

Nicholas Galloro, El Cerrito, spoke against housing discrimination and stated that affordable housing should be a right and available to everyone. Mr. Galloro reported on homelessness in the area and ways to help renters.

Woody Karp, Eden Housing, strongly encouraged the city to do a nexus study and require inclusionary housing for future development. Mr. Karp said he believes future state funding of affordable housing projects will require a local funding contribution. Mr. Karp strongly encouraged the City Council to do a nexus study, consider an inclusionary housing ordinance and look hard at how the City can make a contribution.

Robin Mitchell, El Cerrito, stated that rent stabilization needs to be the highest priority and that something needs to be done in the near term to address rising rents. Ms. Mitchell said it is necessary to address the needs of people that are already living here now, noted that residents who are forced to leave because of high rent will change the demographic of the entire town and that rental housing is a common good that should be affordable and available to a wide range of people. Ms. Mitchell also provided her opinion about priorities listed in staff's Affordable Housing Strategy document and stated that rentals should reflect operating and maintenance costs with a small amount of profit rather than a big money making investment.

Baker Lyon, Oakland, Resources for Community Development, encouraged the City Council to direct staff to prepare a nexus study and learn about the feasibility of funding sources for affordable housing in the City. The City has great bones for affordable housing investment along San Pablo Avenue such as public transportation choices and existing policies for providing affordable housing for a variety of different groups such as seniors, those with extremely low income and those with special needs.

Action: Moved, seconded (Lyman/Pardue-Okimoto) and carried unanimously to adopt Resolution No. 2017–61 and proceed with strategies identified as "immediate status" in the Affordable Housing Strategy Implementation Plan (Exhibit A to the resolution) as amended to include: 1) Strategy 1-1 – *Conduct a nexus study*; 2) Strategy 1-2 – *Consider implementing an inclusionary housing policy and/or enact new housing impact fees for affordable housing as allowed*; 3) Strategy 4-2 – *Consider enacting an ordinance to regulate the demolition of existing housing units, including requiring tenant relocation assistance*; 4) Raise Strategy 14-1 – *Consider the potential for implementing new local taxes or fees for affordable housing* to immediate status; 5) Raise Strategy 6-1 – *Continue to study potential tenant protection options and evaluate the success of existing programs in peer cities* to immediate importance knowing that there is a potential for detrimental side effects such as short term rent increases; and at the request of Mayor Abelson and Councilmember Lyman, include a new *Strategy 13.2 to explore options and mechanisms for ensuring accessibility to new units and ways to evaluate whether individuals with disabilities have obtained them.* Staff was also directed to provide additional information in Appendix A, make clarifications and corrections to clerical and formatting errors as discussed, track legislation and take all of the Council's other comments into consideration.

B. Memoranda of Understanding between the City of El Cerrito and the Public Safety Management Association

Adopt resolutions approving Memoranda of Understanding between the City of El Cerrito and the Public Safety Management Association for the following bargaining units: 1) Battalion Chiefs; and 2) Fire Chief.

Presenters: Karen Pinkos, Assistant City Manager.

Speakers: Cordell Hindler, Richmond, urged the City Council to adopt the resolution.

Action: Moved, seconded (Lyman/Fadelli) and carried unanimously to adopt Resolution No. 2017–62 approving a memoranda of understanding for the Battalion Chief classification.

Moved, seconded (Lyman/Pardue-Okimoto) and carried unanimously to adopt Resolution No. 2017-63 approving a memoranda of understanding for the Fire Chief.

C. Agreement Toward a Memorandum of Understanding Between the City of El Cerrito and the United Professional Firefighters Association, Local 1230

Adopt resolution approving an agreement between the City of El Cerrito and the United Professional Firefighters Association, Local 1230 modifying salaries and creating a new Memorandum of Understanding.

Presenters: Karen Pinkos, Assistant City Manager.

Speakers: Cordell Hindler, Richmond, urged the City Council to adopt the resolution.

Action: Moved, seconded (Pardue-Okimoto/Fadelli) and carried unanimously to adopt Resolution No. 2017–64.

D. Ordinance Enabling Expedited Building Permit Process for Electric Vehicle Charging Stations

Introduce by title and waive any further reading of an ordinance adding Chapter 16.14 to the El Cerrito Municipal Code to enable expedited permitting procedures for electric vehicle charging stations.

Presenters: Mark Soltes, Building Official.

Speakers: Howdy Goudey, El Cerrito, recommended that the permit fee be waived in the interest of supporting an emerging technology.

Action: Moved, seconded (Quinto/Pardue-Okimoto) and carried to approve Ordinance No. 2017–05, an ordinance adding Chapter 16.14 to the El Cerrito Municipal Code to enable expedited permitting procedures for electric vehicle charging stations. *Second reading scheduled for consideration on September 19, 2017.*

E. Safe Exchange Zone

Adopt a resolution authorizing the creation and installation of a Safe Exchange Zone. Safe Exchange Zones are locations designated by cities and police departments as safer alternatives for child custody exchanges or property sales from e-commerce transactions.

Presenters: Paul Keith, Chief of Police and Steve Bonini, Police Lieutenant.

Speakers: Robert Feraru, El Cerrito, spoke in support of the Safe Exchange Zone and noted that Councilmember Fadelli spearheaded the effort.

Mollie Hazen, El Cerrito, spoke in support of the Safe Exchange Zone.

Action: Moved, seconded (Fadelli/Pardue-Okimoto) and carried unanimously to adopt Resolution No. 2017–65.

8. CITY COUNCIL LOCAL AND REGIONAL LIAISON ASSIGNMENTS – No reports.

Moved, seconded (Pardue-Okimoto/Quinto) and carried unanimously to extend the City Council meeting to 11:00 p.m.

9. ADJOURNED REGULAR CITY COUNCIL MEETING at 10:58 p.m.

COMMUNICATIONS *(Received prior to printing of the agenda packet)*

Item No. 7(A) Affordable Housing Strategy

1. Comments regarding renters and housing displacement – *Submitted by Sherry Drobner, El Cerrito.*

2. Benefits of Rent Stabilization: A Brief Overview. Steve Barton, Ph.D – *Submitted by Sherry Drobner, El Cerrito.*

3. The Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance – *Submitted by Sherry Drobner, El Cerrito.*

4. El Cerrito Progressives Affordable Housing Recommendations. Originally submitted to the Planning Commission – *Submitted by Sherry Drobner, El Cerrito.*

5. Comments on the Affordable Housing Strategy – *Submitted by Howdy Goudey, El Cerrito.*

SUPPLEMENTAL REPORTS AND COMMUNICATIONS

(Received after the agenda packet went to print and at the City Council meeting)

Item No. 7(A) Affordable Housing Strategy

6. Comments on the strategy and suggestions for adding new funding streams and cost-free zoning changes to encourage "missing middle" housing tools – *Submitted by Rebecca Benassini, former El Cerrito Councilmember*.

7. Comments in support of affordable housing – *Submitted by Nick Galloro, El Cerrito.*

8. Comments on affordable housing and expressing support for dense transit-oriented development and alternatives to driving autos – *Submitted by Rose Vekony, El Cerrito.*

9. Powerpoint presentation – *Submitted by Melanie Mintz, Community Development Director.*

Agenda Item No. 4(B)

ORDINANCE NO. 2017–05

AN ORDINANCE OF THE CITY OF EL CERRITO ADDING CHAPTER 16.14 TO THE EL CERRITO MUNICIPAL CODE RELATING TO EXPEDITED PERMITTING PROCEDURES FOR ELECTRIC VEHICLE CHARGING STATIONS

WHEREAS, California Government Code Section 65850.7(a) provides that it is the policy of the State to promote and encourage the installation and use of electric vehicle charging stations by limiting obstacles to their use and by minimizing the permitting costs of such systems; and

WHEREAS, California Government Code Section 65850.7(g)(1) provides that, on or before September 30, 2017, every city, county, or city and county with a population of less than 200,000 residents shall adopt an ordinance, consistent with the goals and intent of subdivision (a) of Section 65850.7, that creates an expedited, streamlined permitting process for electric vehicle charging stations.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CERRITO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The City Council finds that the above Recitals are true and correct and are incorporated herein by reference.

SECTION 2. Addition of Chapter 16.14 to the Municipal Code. Title 16, Buildings and Construction, Chapter 16.1416.14 is added to the El Cerrito Municipal Code to read in full as follows: Chapter 16.14 - Expedited Building Permit Process for Electric Vehicle Charging Stations.

Chapter 16.14
ELECTRIC VEHICLE CHARGING STATIONS

16.14.010 – Purpose.

The purpose of this Chapter is to adopt an expedited, streamlined electric vehicle charging station permitting process that complies with California Government Code Section 65850.7 to achieve timely and cost-effective installations of electric vehicle charging stations. The provisions of this Chapter encourage the use of electric vehicle charging stations by removing unreasonable barriers, minimizing costs to property owners and the City, and expanding the ability of property owners to install electric vehicle charging stations. The provisions of this Chapter further allow the City to achieve these goals while protecting the public's health, welfare and safety.

16.14.020 – Definitions.

The following words and phrases as used in this section are defined as follows:

A. “A feasible method to satisfactorily mitigate or avoid the specific, adverse impact” includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit.

B. “Electronic submittal” means the utilization of one or more of the following:

1. Email
2. The Internet
3. Facsimile

C. “Electric vehicle charging station” or “charging station” means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this section, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

D. “Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

16.14.030 – Applicability.

A. This chapter applies to the permitting of all electric vehicle charging stations in the City.

B. Electric vehicle charging stations legally established or permitted prior to the effective date of this ordinance are not subject to the requirements of this ordinance unless physical modifications or alterations are undertaken that materially change the size, type, or components of an electric vehicle charging station in such a way as to require a new permit.

16.14.040 – Electric vehicle charging station requirements.

A. All electric vehicle charging station systems shall meet applicable health and safety standards and requirements imposed by the state and the California Fire Code, as adopted and amended by the City.

B. Electric vehicle charging station systems shall be certified by an accredited listing agency as defined by the California Electrical Code.

C. Electric vehicle charging station systems shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers association, and accredited testing laboratories such as Underwriters Laboratories and, rules of Public Utilities Commission regarding safety and reliability.

16.14.050 – Application and documents.

A. All documents required for the submission of an electric vehicle charging stations application shall be made available on the city's website.

B. Prior to submitting an application, the applicant shall, at the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques and providing electrical load calculations that the existing main panel make and type is adequately sized, based on the existing electrical system's current use, to carry all new electric vehicle charging station imposed loads and accept new electrical connections.

C. An applicant may submit the permit application and associated documentation to the City's building division by personal, mailed, or electronic (when developed and available) submittal together with any required permit processing and inspection fees. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

D. The City's Building Official shall adopt a checklist of all requirements with which the electric vehicle charging stations shall comply to be eligible for expedited review. The electric vehicle permit process, standard(s) and checklist(s) may substantially conform to recommendations for permitting, including the checklist and standards contained in the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Office of Planning and Research.

16.14.060 – Permit review requirements.

A. The Building Official shall implement an administrative review process to expedite approval of electric vehicle charging stations. Where the application meets the requirements of the approved checklist and standards and there are no specific, adverse impacts upon public health or safety, the Building and Safety Division shall complete the building permit approval process, which is nondiscretionary. Review of the application for electric vehicle charging stations shall be limited to the Building Official's review of whether the application meets local, state, and federal health and safety requirements.

B. If the Building Official determines a permit application is incomplete, he or she will send to the applicant a written correction notice detailing all deficiencies in the permit application and any additional information or documentation required to be eligible for expedited permit issuance within five business days of receipt of the application.

C. Once the Building Official determines a permit application is complete, he or she shall act on the permit within five business days of that determination.

D. All electrical vehicle charging stations are exempt from Design Review.

16.14.070 – Fees.

The City Council may establish by resolution fees that shall be charged for permits issued under this chapter.

SECTION 3. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 4. Compliance with the California Environmental Quality Act. The project is exempt from environmental review per CEQA Guidelines under General Rule (Section 15061(b)(3)). The project involves updates and revisions to existing regulations. The proposed code amendments are consistent with California Law, specifically Government Code section 6508.7 and Civil Code sections 1947.6, 1952.7, 4745, and 6713. It can be seen with certainty that the proposed Municipal Code text amendments will have no significant negative effect on the environment.

SECTION 5. Effective Date. This ordinance shall take effect thirty days after adoption thereof.

SECTION 6. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the City Council on August 15, 2017 and passed by the following vote:

AYES:	Councilmembers Fadelli, Lyman, Pardue-Okimoto, Quinto and Mayor Abelson
NOES:	None
ABSTAIN:	None
ABSENT:	None

ADOPTED AND ORDERED published at a regular meeting of the City Council held on September ___, 2017 and passed by the following vote:

AYES:	Councilmembers
NOES:	Councilmembers
ABSTAIN:	None
ABSENT:	Councilmembers

APPROVED:

____
Janet Abelson, Mayor

ATTEST:

____
Cheryl Morse, City Clerk

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on ________, 2017.

____
Cheryl Morse, City Clerk

ORDINANCE CERTIFICATION

I, Cheryl Morse, City Clerk of the City of El Cerrito, do hereby certify that this Ordinance is the true and correct original Ordinance No. 2017-05 of the City of El Cerrito, that said Ordinance was duly enacted and adopted by the City Council of the City of El Cerrito at a meeting of the City Council held on September 19, 2017; and that said ordinance has been published and/or posted in the manner required by law.

WITNESS my hand and the Official Seal of the City of El Cerrito, California, this day of _______, 2017.

____
Cheryl Morse, City Clerk

AGENDA BILL

Agenda Item No. 4(C)

Date: September 19, 2017

To: El Cerrito City Council

From: Mark Rasiah, Finance Director/City Treasurer

Subject: Award of External Financial Auditor Contract

ACTION REQUESTED

Adopt a resolution authorizing the City Manager to enter into an agreement with Badawi & Associates to provide external financial auditor services for a three-year period, with an option for two additional years, at a first-year cost of $51,140.

BACKGROUND

The City's year-end financial reports are intended to provide relevant financial information to citizens, Council, City staff, creditors, investors, and other concerned readers. Responsibility for the accuracy of the data and the fairness of presentation rests with the City. El Cerrito Municipal Code §2.04.190 requires that the City conduct an annual financial audit and that the City Council annually appoint a certified public accountant as auditor to review the city's financial activities and prepare an audit report for its consideration. It is a standard industry practice to rotate auditors every 3-5 years and for the past five years the City has employed the services of Maze & Associates whose contract has reached the end of its term.

ANALYSIS

On June 5, 2017, the City issued a Request for Proposals (RFP) for professional auditing services. The City sent the RFP to seventeen Certified Public Accounting firms. Of those 17, five submitted proposals by the July 14, 2017 due date. The five proposals received are summarized below in alphabetical order:

Name of Firm	First Year Bid Amount
Badawi & Associates (Oakland, CA)	$51,140
Maze & Associates (Pleasant Hill, CA)	$78,300
Pun Group (Santa Ana, CA)	$52,000
Sotomayor & Associates (Pasadena, CA)	$64,495
Vavrinek, Trine Day & Co (Palo Alto, CA)	$40,500

On August 8, 2017 Staff interviewed two of the lowest cost firms of the five audit firms that had responded to the RFP. The two firms interviewed and their respective bids were Badawi & Associates at $51,140, and Vavrinek, Trine & Day at $40,500. After a thorough review of all the proposals received, and based on location, accessibility, size, client list, references and professional training opportunities for clients, Staff recommends that Badawi & Associates be awarded the contract to be the City's external auditor, at an initial cost of $51,140 with a 3% annual increase for inflation in the subsequent 4 years of the contract term. The recommendation was also received by the Financial Advisory Board on September 12, 2017.

STRATEGIC PLAN CONSIDERATIONS

Approving the attached resolution will allow the City to ensure that policies, procedures and systems represent best practices in financial management (Goal B).

FINANCIAL CONSIDERATIONS

Approval of this resolution will authorize the City Manager to enter into an agreement with Badawi & Associates to provide external financial auditor services for a three-year period, with an option for two additional years, at a first-year cost of $51,140. The funding required for this agreement is already authorized in the FY 2017-18 budget.

LEGAL CONSIDERATIONS

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

Reviewed by:

Scott Hanin
City Manager

Attachments:

1. Resolution
2. Badawi & Associates Contract and Proposal

RESOLUTION NO. 2017-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO APPOINTING BADAWI & ASSOCIATES AS THE CITY'S EXTERNAL FINANCIAL AUDITOR AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BADAWI & ASSOCIATES FOR FINANCIAL AUDIT SERVICES

WHEREAS, the City is required to conduct an annual financial audit; and

WHEREAS, the City Council is required to appoint a financial auditor; and

WHEREAS, it is sound financial practice to review proposals for audit services every three to five years; and

WHEREAS, the City issued a Request for Proposals (RFP) for professional auditing services and received five proposals for such services; and

WHEREAS, the City evaluated five of those proposals based on known, objective criteria; and

WHEREAS, the City interviewed two of the auditors who submitted proposals; and

WHEREAS, the City has determined that Badawi & Associates is best qualified among the firms interviewed to perform the City's annual financial audit, and

WHEREAS, the City Council appropriated adequate funds for these for annual audit services in the City's Fiscal Year 2017-18 operating budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito does hereby appoint Badawi & Associates as the City's external financial auditor, and authorizes the City Manager enter into an agreement with Badawi & Associates for a three year period with an option for two additional years, at a first year cost of $51,140.

I CERTIFY that at the regular meeting on September 19, 2018, the El Cerrito City Council 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 September X, 2017.

____

Cheryl Morse, City Clerk

APPROVED:

____

Janet Abelson, Mayor

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF El Cerrito AND
Badawi and Associates

THIS AGREEMENT for consulting services is made by and between the City of El Cerrito ("City") and Badawi & Associates ("Consultant") (together referred to as the "Parties") as of June 30, 2017 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2020 for completion of Audits for FY 2017, FY 2018 and FY2019. The City may extend the contract for an additional two years through June 30, 2021 to complete Audits for FY 2020 and FY 2021. Authorization to provide any services after the first year is expressly conditioned upon City Council appropriation of funds for the services to be provided in each year. The Consultant shall complete the work described in Exhibit A on or before that termination date, unless the term of the Agreement is otherwise terminated or extended, as provided for in this Section and in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $51,140 in the first year, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. The not-to-exceed amount of compensation for services in each subsequent years is listed in Exhibit B. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit three invoices as follows: 45% of the contract after the interim audit, 45% after year-end audit and 10% after delivery of all reports. Invoices shall contain the following information:

- Serial identification of the invoice: No. 1 for the first invoice, etc.;
- The dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- The Consultant's signature;

2.2 Payment. City shall make payments, based on invoices received, for services satisfactorily performed. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. This is a fixed fee contract and there are no hourly fees for work performed by the Consultant. The contract amount shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 Reimbursable Expenses. There are no reimbursable expenses authorized by this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General

Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

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

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

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

4.3 Professional Liability Insurance.

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

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

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

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

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

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

4.4 All Policies Requirements.

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

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

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

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

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

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

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

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

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

Section 5. **INDEMNIFICATION AND CONSULTANT'S** RESPONSIBILITIES.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement a valid Business Licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person’s race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 120 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City, unless proprietary. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County Contra Costa or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by the Finance Department ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:
Badawi & Associates
180 Grand Avenue, Suite 1500
Oakland, CA 94612

Any written notice to City shall be sent to:
Finance Department
10890 San Pablo Ave
El Cerrito, CA 94530

10.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A	Badawi & Associates - Technical Proposal
Exhibit B	Badawi & Associates - City of El Cerrito Pricing Proposal

10.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF El Cerrito

____
Scott Hanin, City Manager

CONSULTANT

____
Ahmed Badawi, Partner
Badawi & Associates

Attest:

____
Cheryl Morse, City Clerk

Approved as to Form:

____
Sky Woodruff City Attorney

City of El Cerrito

TECHNICAL PROPOSAL

For Professional Auditing Services for the City of El Cerrito

For the fiscal years ending June 30, 2017 to 2019, with the option of extending the contract for each of the two subsequent fiscal years

July 14, 2017

Contact Person:

Ahmed Badawi, CPA
Badawi & Associates
Certified Public Accountants
180 Grand Avenue, Suite 1500
Oakland, CA 94612
Phone: (510) 768-8244
Fax: (510) 768-8249
E-mail: abadawi@b-acpa.com

BADAWI & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS

City of El Cerrito

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BADAWI & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS

July 14, 2017

Ms. Shannon Collins
Accounting Supervisor
City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530

Dear Ms. Collins,

Badawi & Associates (B&A), Certified Public Accountants (the "Firm") is pleased to have the opportunity to respond to your request for a proposal to provide external audit services and to submit its qualifications to perform an independent audit of the financial statements of the City of El Cerrito (the "City") for the fiscal years ending June 30, 2017 to 2019 with the option of extending the contract for two subsequent fiscal years. The objective of our audits is to issue opinions regarding the fairness of presentation of the financial position of the City in accordance with generally accepted accounting principles. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards*, the provisions of the federal Single Audit Act of 1984, as amended in 1996), and the Uniform Guidance, *Audits of States, Local Governments and Non-Profit Organizations*, Uniform Administrative Requirements, as well as any other applicable federal, state, local or programmatic audit requirements.

We will also perform the following as part of our engagement:

- Single Audit
- Gann Limit
- Transportation Development Act (TDA) Report
- Sales Tax Revenue Bonds- Agreed Upon Procedures
- Public Financing Authority
- Employees' Pension Plan

We will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information. In addition, we will prepare the management letter containing comments and recommendations regarding our review and evaluation of the systems of internal control and accounting procedures.

This proposal will highlight the background of the partners and staff assigned to the engagement, summarize our experience in the governmental area, and describe our approach to auditing the City.

This proposal demonstrates our ability to render the quality examination and to perform the necessary accounting and auditing services requested by the City on a timely basis.

As a partner of the Firm, I will be the primary contact for negotiation of the contract. Additionally, I have been authorized to legally bind the Firm. You may contact me at the following address and phone number:

Mr. Ahmed Badawi, CPA
Badawi & Associates
Certified Public Accountants
180 Grand Ave. Suite 1500
Oakland, CA 94612
Telephone: (510)768-8244
E-mail: abadawi@b-acpa.com

We are committed to performing the required work, completing the audit, and issuing the necessary auditors' reports.

We believe we are the best qualified to perform the audit because our audit staff includes individuals well versed in municipal auditing and reporting requirements. We have performed auditing and consulting engagements for numerous cities throughout California. We will be responsive to the needs of the City, we understand the City's operational environment, and pledge to you our complete commitment to providing a quality product that meets the City's requirements.

The approach to the audit has been designed to meet the audit requirements of the various authorities with the least disruption to the City's office operations. The foundation of the audit approach is based on communication coupled with a strong knowledge of City operations and detailed planning at the initial stages of the audit. Open communication lines with all parties of the Engagement Team and City Management and staff throughout the engagement eliminate "surprises". Initial planning and proper assignment of duties to experienced personnel provide for an effective and efficient audit process. Consequently, inefficiencies and disruptions are kept to a minimum. In addition, we perform almost half of the audit tasks during the interim phase to minimize any unforeseen delays during the year-end phase and to ensure a smooth and timely audit process.

The Firm maintains liability insurance coverage for professional liability, Workers' Compensation, Comprehensive General Liability and Auto as part of our comprehensive insurance policy.

The Firm is an Equal Opportunity employer and complies with all Federal and State hiring requirements. The Firm also supports Affirmative Action philosophies and works hard to provide disadvantaged groups with opportunities for self enhancement.

This proposal is a firm and irrevocable offer for 180 days.

We are confident that you will find our organization offers the required expertise, technical knowledge, and business understanding to perform an audit of the City. Our past experience provides us with a thorough understanding of the needs and requirements of the City, as well as the technical knowledge to perform such services in accordance with the accounting and auditing guidelines as published by the various authoritative entities.

We welcome your inquiries and look forward to further discussions with you.

Sincerely,

Ahmed Badawi
Partner
Badawi & Associates
Certified Public Accountants

Independence

Independence

The Firm is independent of the City of El Cerrito as defined by the GAO's *Standards for Audit of Governmental Organizations, Programs, Activities and Functions*, and the AICPA and California State Society of Certified Public Accountants as promulgated in various auditing and professional standards.

Insurance

The Firm maintains professional liability insurance and other coverage as part of our comprehensive insurance policy. Upon selection as City's independent auditor, the Firm and our insurance provider will provide a certificate of insurance to City which shows the minimum requirements identified by City have been met.

License to Practice in California

The Firm and all key professional staff assigned to City's audit are properly licensed to practice as Certified Public Accountants in the State of California and comply with GAO *Government Auditing Standards*.

The Firm is registered with the California State Board of Accountancy. Its State number is COR6823.

The Firm has met all required State and local laws, rules, and regulations.

Firm Qualifications and Experience

Firm Qualifications

Badawi & Associates was founded by Mr. Ahmed Badawi. Mr. Badawi has over 20 years of experience working with state and local government with a special focus on cities. Prior to founding B&A, Mr. Badawi was a partner with several local and national firms, where he headed their government practice in Northern California. Mr. Badawi founded Badawi & Associates to serve the fast-paced needs of California's local governments. The goal is to build a proactive, client-focused culture from the ground up and to eliminate the entrenched bureaucratic culture and intrinsic limitations of the big audit firms.

Located in Oakland, CA, the Firm serves a variety of cities throughout California as well as conducting financial related services for numerous special districts and authorities. Names and phone numbers of several of our current and past clients and other references are provided for your inquiries. We encourage you to contact these individuals to obtain information on the quality of the audit and the ability of the audit staff.

Our Oakland office will be the Engagement Office assigned to the City.

In addition to specific city financial statements, the Firm members have also audited numerous redevelopment agencies, public financing authorities, hospitals, housing authorities, transportation authorities, special districts, water districts, OCJP grants, self-insurance pools, joint power authorities and has also performed numerous compliance audits in accordance with the Single Audit Act, childcare regulations, TOT regulations, AQMD regulations, franchise requirements, RDA compliance, and other special projects. Additionally, the Firm has significant experience in bond offerings, post closure landfill costs, and recent changes to redevelopment agency reporting requirements.

The Engagement Partner assigned to the City, Mr. Ahmed Badawi. Mr. Badawi has over 20 years of government audit experience. He is a member of various governmental committees, has actively participated in the development of accounting and audit guidelines for the governmental sector, and is an instructor for the California Society of Municipal Finance Officers.

The professional staffs assigned to the Engagement are qualified and experienced. Each individual of the Engagement Team has several years of experience and has conducted or participated in numerous municipal audits of various sizes. Their understanding of governmental operations and the various authoritative guidelines will provide the where-with-all to perform the audit in an efficient and effective manner with minimal disruption to the City's finance department.

Technical Approach

The approach to the audit has been designed to meet the audit requirements of the various authorities with the least disruption to the City's operations. The foundation of the audit approach is based on communication coupled with a strong knowledge of City operations and detailed planning at the initial stages of the audit. Open communication lines with all parties of the Engagement Team and City Management and staff throughout the engagement eliminate "surprises". Initial planning and proper assignment of duties to experienced personnel provide for an effective and efficient audit process. Consequently, inefficiencies, disruptions, and lack of understanding are kept to a minimum.

The audit approach will consist of four phases:

Initial Planning Meeting:

The Engagement Partner and Manager will meet with City Management to discuss the audit approach, identify specific needs of City Management, and familiarize themselves with City policies and practices.

Interim:

The Engagement Team members including the Engagement Team Partner will perform the internal control reviews, test transactions, evaluate compliance with Single Audit Act requirements, identify potential audit issues that need to be addressed, perform limited confirmation procedures, and develop a clear understanding between the Engagement Team and City Management of the year end audit responsibilities and assignments. **In addition, we strive to complete many of the year-end audit tasks during the interim phase to ensure a smoother audit process. We will work with the City on providing a list of those tasks that we will target to complete during interim and work with the City on how to complete them to minimize the amount of effort and time needed at year-end which in turn will assist the City in meeting its goal of issuing the CAFR.**

Year end:

The Engagement Team members including the Engagement Team Partner will conduct validation procedures on general ledger account balances, complete confirmation procedures, perform analytical procedures on revenue and expenditures, perform search for unrecorded liabilities, complete compliance work on Federal Assistance, and wrap up audit field work.

Reporting:

Auditor's reports for all City reporting entities and compliance requirements will be finalized along with Single Audit Reports and Management Letter comments. The Partner and Manager will be available to make presentations to the City Council and/or designated bodies.

Firm Experience

The Firm is located in Oakland, and provides a full range of accounting services to governmental agencies throughout California, including audit, tax and accounting. The Firm's professional staff members provide the financial background and specific experience to meet the City's operational needs. Additionally, this situation provides the City with an auditing firm that has depth in capabilities to address any financial issue the City may need assistance with, and the quality audit approach that you expect.

Our Oakland office will be the Engagement Office assigned to the City.

Firm policy requires that the Engagement Partner, during the first year of the engagement, be actively involved in the daily fieldwork. This means to the City that Mr. Badawi will actually be on-site during the audit coordinating the audit process, supervising the audit staff, gaining a hands-on understanding of City processes, and benefiting the City with his broad municipal experience. We have found that this effort benefits the City and the Firm through developing a thorough knowledge of the City's practices and issues and establishing a close working relationship with the City's Management. Additionally, continuity of audit personnel is assured because of the hands on involvement of the Partner.

We are committed to providing appropriate and related experience, personal involvement, and a broad business perspective to produce a quality end product within the time frames required.

The Firm provides financial and compliance auditing services to governmental agencies throughout California. We are a governmental agency auditing firm and our professional staff members have been performing these services for many years. As a result, we have performed financial and compliance audits on most, if not all, types of governmental agencies and operations including:

- Cities
- Redevelopment Agencies
- Financing Authorities
- Housing Authorities
- Special Districts
- Water Districts
- Waste Management Authorities and Operations
- Pension Plans
- Child Care Operations
- Joint Power Authorities
- Investment Activities
- Landfills
- Enterprise Funds
- Airports
- Transportation Operations
- Federal and State Grants

Additional Activities

We offer a full range of accounting and finance services to the governmental sector. These services include:

- Financial audits
- Compliance audits
- Tax advice
- Development of financial and accounting policies and procedures
- Investment review and compliance evaluation
- Operational reviews
- Technical guidance on existing and upcoming accounting issues
- Training seminars
- Pension/profit-sharing plans
- Performance audits
- Business consulting

Consequently, Firm personnel are well qualified to perform the services expected by the City.

Client Training Seminar

The Firm hosts an annual update on recent technical accounting and finance issues affecting the governmental area. This all day session reviews new and anticipated pronouncements from GASB, discusses future issues under consideration by GASB, reviews accounting treatment of various transactions where issues may arise, and provides a general overview of state and federal compliance issues. All of our clients are invited to attend, free of charge. The one day session qualifies for CPE under the rules of the State Board of Accountancy and is held in locations throughout the Bay Area.

CSMFO Training

The Firm provides a one-day training session entitled "Introduction to Governmental Accounting" to members of CSMFO. Firm personnel developed the class materials and teach the sessions. Approximately 10 sessions are held annually at various locations throughout the State. The Firm provides these sessions for only the cost of materials to CSMFO in keeping with its philosophy to support the industry in which it serves.

Quality Control Review

According to Government Auditing Standards, firms who perform audits under the Yellow Book are required to have a peer review once every three years. We received a report with a rating of pass with no deficiencies which we attached for your review.

GASB 68 Firm Developed Tools and Assistance

The Firm has developed tools to assist our clients with GASB 68 implementation or preparation of journal entries for the CalPERS' Cost Sharing Plans for which individualized actuarial valuations are no longer prepared. In addition to providing our clients with these tools and instructions on how to use them, we are available to answer any questions on how to prepare and complete the GASB 68 journal entries.

Free Services:

The Firm is offering 20 hours of services free to the City to use for consulting purposes as long as the service requested does not impair our independence as the City auditors. Examples of such services are tax related issues, implementation of GASB statement, review of cash receipts process, TOT reviews, etc.

GYL Decauwer LLP
Certified Public Accountants Business Consultants

John Lerias, CPA
Stephen C. Williams, CPA
Joseph O. Romero, CPA

System Review Report

Badawi & Associates
Oakland, California;
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Badawi & Associates (the firm) in effect for the year ended February 29, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Badawi & Associates in effect for the year ended February 29, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Badawi & Associates has received a peer review rating of *pass*.

GYL Decauwer LLP
Ontario, California
May 20, 2016

4120 Concours
Suite 100
Ontario, CA 91764

909.948.9990
800.644.0696
FAX 909.948.9633

gyld@gyldecauwer.com
www.gyldecauwer.com

your Success is our DESTINATION

CPAMERICA INTERNATIONAL
Crowe Horwath International

B&A have policies and procedures to ensure it hires only qualified people, that it properly supervises them and provides professional training, that it advances them to responsibilities they are capable of handling, and that it provides them with necessary technical resources. All members of B&A are very familiar with the stringent quality control standards established by the AICPA.

The Firm is a member of the AICPA Government Audit Quality Center.

The Firm is a member of the AICPA Private Companies Practice Section.

Federal or State Desk Reviews

The Firm has had no negative federal or state reviews in the past three (3) years.

Disciplinary Action

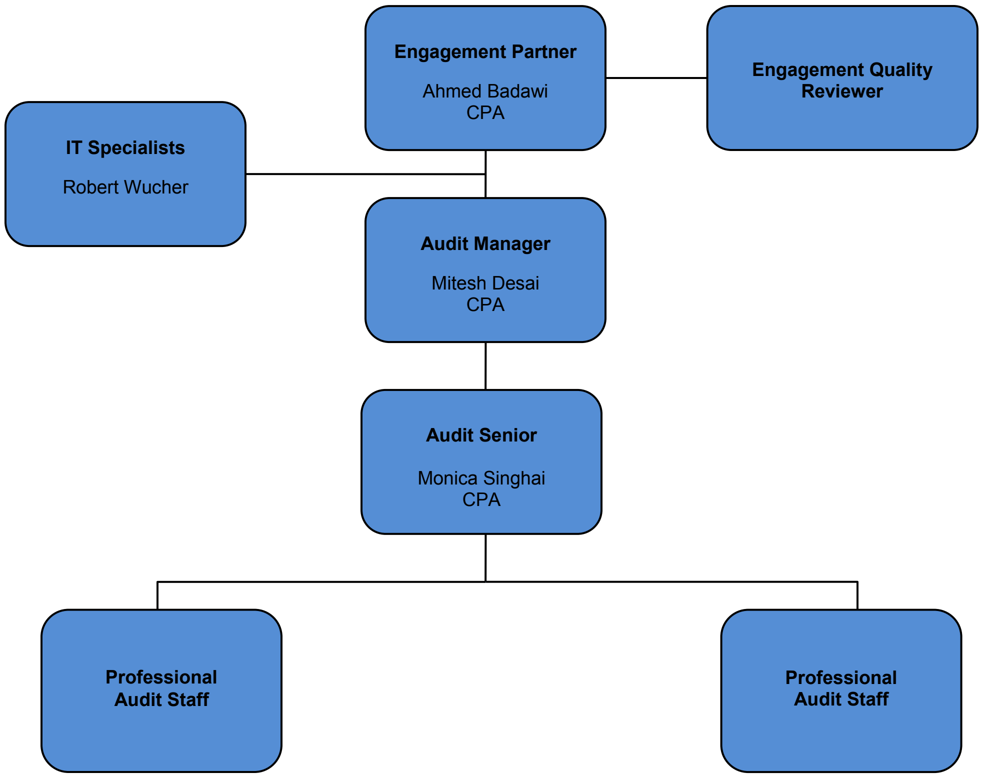
There has not been any state or federal disciplinary actions taken or pending against the Firm nor any findings to report.

Lost Clients and Pending Litigations:

The Firm has not experienced termination of any contracts before completion, and has not experienced any lawsuits or legal actions that have been resolved or are currently pending in the prior five years.

Partner, Supervisory, and Staff Qualifications and Experiences

The Engagement Team will normally consist of seven individuals who provide a broad business perspective and significant experience in governmental auditing. This team will provide access to a wide range of technical capabilities which will provide the City with not only the technical support necessary to perform the audit, but also the broad business background to interpret findings and observations to offer effective solutions to issues, and the personal involvement of the Engagement and Compliance Partners of the Firm.



The Engagement Team will be led by Ahmed Badawi, CPA. Mr. Badawi's background includes over eighteen years of municipal auditing experience with a special focus on cities. He is the instructor of the CSMFO "Introduction to Governmental Accounting" training classes. Mr. Badawi is a member of the Government Accounting and Auditing Committee, the Accounting Principles and Auditing Standards Committee and the State Technology Committee of the California Society of Certified Public Accountants. He has participated in the audits of numerous city, county and special district governments, as well as non-profit entities. His diversified background offers the technical qualities required of the governmental and non-profit areas and the necessary wherewithal to properly evaluate the entire accounting process, develop opportunities to improve the accounting process, and to offer practical business recommendations.

The second member of the Engagement Team is Mitesh Desai, CPA. Mr. Desai's background includes ten years of experience in municipal auditing with a special focus on cities. Mr. Desai has participated in the audits of numerous governmental agencies, assisted in their efforts to publish their CAFRs in compliance with GASB 34, and a volunteer member of the GFOA Special Review Committee. Mr. Desai has also achieved the Advanced Single Audit Certificate offered by the AICPA. He will serve as the Audit Manager.

The third member of the Engagement Team is Monica Singhai, CPA. Mrs. Singhai's background includes over fourteen years of experience in municipal auditing experience. She has participated in the audits of numerous governmental agencies and assisted in their efforts to publish their financial statements in compliance with various regulations. Mrs. Singhai will be the Senior of this engagement.

The fourth member of the Engagement Team is Robert Wucher. Mr. Wucher has 30 years of experience in the field of Information Technology (IT) at the senior and executive management level. He has worked extensively with government agencies, private organizations and public companies. Industry experience includes the public sector, banking, manufacturing, Internet, health care and not-for-profit organizations.

Each member of the Engagement Team participates in continuing education programs offered by the AICPA and California State Society of Certified Public Accountants, and each has met the continuing education requirements for municipalities. In addition, the firm offers at least 60 hours of in-house CPE annually focused mainly on municipal audits.

Professional Development:

The Firm maintains a comprehensive training program targeted at appropriate professional staff levels. It utilizes in-house developed educational programs, AICPA and California CPA Foundation educational programs, and on-the-job training.

The Firm's annual training schedule which officially begins in April for all professional staff and administrative staff includes comprehensive in-house training sessions on such topics as:

- Review of principles of accounting and financial reporting for state and local governments.
- Review of governmental fund types and account groups.
- Review of newly issued generally accepted auditing standards and GAO auditing standards.
- Review of Internal Control evaluation approaches including COSO principles.
- Updates on recent governmental accounting and reporting guidelines.
- Review of Single Audit requirements and approaches.
- Review of financial audit approaches.
- Overview of audit and internal control work paper techniques.
- Review of GASB reporting requirements.
- Review of current issues facing the governmental community.

During the year, professional staff members are sent to various educational sessions sponsored by the AICPA and California State Society of CPAs, as considered appropriate for the level and need of the individual. These classes include, among others:

- Governmental Financial Reporting Standards and Practices.
- Yellow Book: Government Auditing Standards.
- Financial Accounting Standards: Comprehensive Review.
- Single Audit.
- Governmental Auditing & Accounting Update.
- Governmental Accounting Principles.
- Comprehensive Review of Generally Accepted Auditing Standards

The result of the Firm's training program is the production of a highly educated and competent municipal audit group capable of performing an efficient and effective audit for the City.

The Team members will continue their professional development efforts.

Staff Retention and Continuity:

The Firm's policy on providing service to our clients includes a commitment to maintaining continuity of audit personnel. We cannot guarantee that our staff will remain with the Firm. However, to encourage our staff to remain with us, we pay competitive wage rates; offer promotional opportunities; provide state-of-the-art equipment and excellent working conditions; and offer various benefits, such as retirement plans, medical plans, profit sharing programs, educational benefits, and other such benefits. Additionally, we will guarantee that any staff member assigned to this engagement will return to the City in subsequent years if he or she is still with the Firm. We can also guarantee that the partner will be involved in future years. Continuity of audit staff is of prime concern to us and because of the hands-on involvement of the partner; we can assure you that future years' audits will be conducted in an efficient and effective manner with qualified and experienced professionals.

The Firm is an Equal Opportunity employer and complies with all Federal and State hiring requirements. The Firm also supports Affirmative Action philosophies and works hard to provide disadvantaged groups with opportunities for self enhancement.

Resumes of each member of the Engagement Team follow.

Resumes of Engagement Team

Ahmed Badawi, *Certified Public Accountant* – Engagement Partner

Length of Career

- Twenty years' experience in municipal auditing and accounting with a special focus on cities.
- Certified Public Accountant for the State of California.

Professional Experience

- Partial listing of clients served:

	Services Provided					
	Financial Audit	Single Audit	RDA Audit	PFA Audit	Enterprise Fund	Other
Cities:						
Antioch	X	X		X	X	X
Albany	X	X	X			X
Berkeley	X	X	X		X	X
Burlingame	X				X	X
Dublin	X	X				X
Fremont	X	X	X			X
Pleasanton	X	X		X		X
Redwood City	X	X	X		X	X
Richmond	X	X	X	X	X	X
San Bruno	X	X	X		X	X
San Leandro	X	X	X			X
San Mateo	X	X	X		X	X
Turlock	X	X	X	X	X	X
Union City	X	X	X		X	X
Walnut Creek	X	X	X		X	X
Counties:						
Santa Cruz County	X	X	X	X	X	X
Contra Costa County	X	X	X	X	X	X
County of Lassen	X	X			X	X
Special Districts and Other:						
Port of Redwood City	X	X				X
Marin Municipal Water District	X					X
Coastside Fire Protection District	X					X
Alameda County Water District	X				X	X
Cosumnes Community Services District	X					X
East Bay Regional Park District	X	X				X
Metropolitan Transportation Commission						X
South Bayside System Authority	X					X
Stanislaus County Childcare	X					X
West County Wastewater District	X					X
Health Care:						
Alameda County Medical Center	X	X				X
Family HealthCare Network	X					X

- Has performed numerous financial audits, Single Audits, Transportation Development Act audits, housing audits, electrical utility audits, RDA audits, PFA audits, and Trust Fund audits, and has prepared numerous CAFRs.

Education

- BS Degree in Accounting from the University of Alexandria, Egypt.

Professional Activities

- Instructor, CSMFO's "Introduction to Governmental Accounting" training class.
- Member, CALCPA Government Accounting and Auditing Committee
- Member, American Institute of Certified Public Accountants.
- Member, California Society of Certified Public Accountants.
- Member, Government Finance Officers Association.
- Member, California Society of Municipal Finance Officers.
- Chair, Audit Committee, San Francisco SPCA, a CA nonprofit organization

Continuing Education

Has met the current CPE educational requirements to perform audits on governmental agencies

Mitesh Desai, *Certified Public Accountant* – Professional Audit Manager

Length of Career

- Ten years' experience in municipal auditing with a special focus on cities.
- Certified Public Accountant for the State of California.

Professional Experience

- Has participated in several financial audits, Single Audits, RDA audits, PFA audits, Transportation Development Act audits, and housing audits

	Services Provided					
	Financial Audit	Single Audit	RDA Audit	PFA Audit	Enterprise Fund	Other
Cities:						
Antioch	X				X	X
Albany	X					
Barstow	X	X			X	X
Berkeley	X	X	X		X	X
Buena Park	X	X			X	X
Foster City	X	X	X		X	X
Fremont	X	X	X		X	X
East Palo Alto	X	X			X	X
Lemon Grove	X				X	
Newark	X	X	X			X
Menlo Park	X				X	X
Oakdale	X	X			X	X
Pittsburg	X	X	X		X	X
Placerville,	X	X			X	X
Redwood City	X	X			X	X
Rio Vista	X		X		X	X
San Mateo	X	X	X		X	X
Susanville	X					
Turlock	X				X	X
Union City	X				X	X
Vacaville	X	X	X	X		X
Yountville	X				X	X
Counties:						
Contra Costa	X	X	X	X	X	X
Glenn		X				
Santa Cruz	X	X	X	X	X	X
Other:						
Alameda County Water District	X					X
Alameda County Medical Center	X	X				X
Castro Valley Sanitary District	X					
Cosumnes Community Services District	X					
Golden Valley Health Centers	X					X
Marin Municipal Water District	X					
West County Wastewater District	X					X
Contra Costa Child Development Programs	X					X
Stanislaus County Childcare	X					X

Education

- BS Degree in Business Economics with an emphasis in Accounting from University of California, Santa Barbara

Professional Activities

* Member, American Institute of Certified Public Accountants.
* Member, California Society of Certified Public Accountants.
* Volunteer Member, GFOA Special Review Committee

Continuing Education

- Various municipal accounting courses offered by the California Society of CPAs and local universities including:
  - Governmental Financial Reporting Standards and Practices
  - Yellow Book: Government Auditing Standards
  - Municipal Accounting
  - Single Audit
- Has met the current CPE educational requirements to perform audits on governmental agencies.

Monica Singhai, *Certified Public Accountant* – Professional Audit Senior

Length of Career

- Fourteen years' experience in auditing with special focus on municipalities.
- One year experience in accounting related position.
- Certified Public Accountant for the State of California.

Professional Experience

- Has participated in several financial audits, Single Audits, RDA audits and PFA audits

	Services Provided				
	Financial Audit	Single Audit	RDA Audit	PFA Audit	Enterprise Fund
Cities:					
City of Berkeley	X	X			X
City of East Palo Alto	X				X
City of Menlo Park	X	X			X
City of Millbrae	X				X
City of Redwood City	X	X			X
Special District:					
Alameda County Fire District	X				
Alameda County Law Library	X				
Burbank Sanitary District	X				X
Lions Gate Community Service District	X				
Los Medanos Community Health Care District	X				
Oakland-Alameda County Coliseum Authority	X				
School District:					
Bayshore Elementary School District	X				
Belmont-Redwood Shores School District	X	X		X	
Brisbane School District	X				
Jefferson Elementary School District	X	X			
La Honda-Pescadero Unified School District	X	X		X	
Pacifica School District	X	X			
Ravenswood City School District	X	X			X
Redwood City School District	X	X			
San Mateo-Foster City School District	X	X			X
Charter schools:					
Oakland Military Institute College Preparatory Academy	X	X			
Sacramento Valley Charter School	X				
West Sacramento College Prep Charter School	X				
First 5:					
First 5 Alameda County	X	X			
First 5 Inyo County	X				
First 5 Marin County	X				
First 5 Monterey County	X				
First 5 Santa Cruz County	X				
Others:					
Alameda County Housing Community Development Agency	X	X			X
Alameda County Redevelopment Agency	X		X		
Alameda County Successor Agency	X				
City of Oakland - Measure C	X				
City of Oakland - Measure Y	X				
City of Oakland - Child Care and Development Program	X				
City of Oakland - Wildfire Prevention Assessment District	X				

Education

- Bachelor of Science in Accounting from Jabalpur University, India.

Professional Activities

* Member, California Society of Certified Public Accountants.
* Member, Institute of Chartered Accountants of India.

Continuing Education

- Various local governments and not for profit accounting courses offered by the California Society of CPAs and AICPA including:
  - Governmental Financial Reporting Standards and Practices
  - Yellow Book: Government Auditing Standards
  - Single Audit

Has met the current CPE educational requirements to perform audits on governmental agencies.

Robert Wucher – Information Technology Specialist

Length of Career

- Thirty years' experience in information technology (IT)
- Worked extensively with government agencies, private organizations and public companies
- Industry experience includes public sector, banking, manufacturing, internet, healthcare, and not-for profit organizations

Areas of Expertise

- Systems Auditing and Controls Review (SEC AU-314, SAS-109, SAS-94)
- Sarbanes-Oxley, Section 404 IT Compliance Consulting and Auditing
- Journal Entry Analysis in Support of SAS-99 using IDEA by Caseware
- SSAE-16 (SOC 1, 2 & 3), Type I & II Reporting (Formerly SAS-70)
- ERP/MRP System Reviews and Workflow Analysis
- Software as a Service (SaaS) Cloud Computing Technologies
- International and Multinational Company IT Audit Expertise
- Forensic Data Analysis and Litigation Support in Support of Fraud Auditing
- Systems Selection and Request-for-Proposal (RFP) Development
- Systems Programming and Data Conversion
- Systems Failure Analysis and Quality Improvement
- E-Commerce and EDI Systems
- Information Technology Strategic Planning
- System Process/Procedures Development and Implementation
- Disaster Recovery and Business Continuity Planning

Publications

- Author, The Top Five Tips Every Technology Executive Needs to Know About Sarbanes-Oxley, Published 2007, Aspatore Books
- Author, Winning Legal Strategies for Technology & E-Business, An Overview of IT Controls Under Sarbanes-Oxley Published 2005, Aspatore Books

Presentations

- IT Security Trends
- Data Privacy and Cloud Computing
- IT Trends and Red Flag Rule
- IT Controls for NFP Organizations

Education

- B.S. degree in Business Administration, Finance, Old Dominion University, Norfolk, VA.

Professional and Civic Associations

- Member, Information Systems Audit and Control Association (IASCA)
- MAS-90 Accounting Application Suite Qualified Installer, SAGE Systems
- Former Board Member, Pets are Wonderful Support (PAWS), San Francisco, CA

Similar Engagements with Other Governmental Entities

The table on the following page is a partial listing of our clients similar to the City, and illustrates the many different types of components involved in each audit engagement that present very difficult and complex auditing and accounting challenges.

* Indicates cities with population over 50,000

** Indicates cities with governmental revenues over 100 million and population over 50,000

	City	Client Since	Hours	Engagement Partner	Principal Contact	CAFR	GFOA Award	RDA/ Successor Agency	Single Audit	TDA	Child Care Audit	Housing Authority	Enterprise Funds
**	Berkeley	2008	1800	Ahmed Badawi	Mr. Henry Oyekanmi Finance Director (510)981-7300 hoyekanmi@ci.berkeley.ca.us	Yes	Yes	X	X	X			X
**	Redwood City	2006	600	Ahmed Badawi	Mr. Derek Rampone Financial Services Manager (650)780-7071 drampone@redwoodcity.org	Yes	Yes	X	X	X			X
**	San Mateo	2004	500	Ahmed Badawi	Mr. Drew Corbett Finance Director (650)522-7104 dcorbett@cityofsanmateo.org	Yes	Yes	X	X	X			X
**	Vacaville	2008	600	Ahmed Badawi	Mrs. Davina Hatfield Accounting Manager (707)449-5104 dhatfield@cityofvacaville.com	Yes	Yes	X	X	X		X	X
*	Union City	2006	600	Ahmed Badawi	Ms. Gayle Okada Supervising Accountant (510)675-5352 gayleo@unioncity.org	Yes	Yes	X	X	X			X
*	Antioch	2005	470	Ahmed Badawi	Ms. Dawn Merchant Finance Director (925)779-6135 Dmerchant@ci.antioch.ca.us	Yes	Yes	X	X	X			X
	Menlo Park	2014	514	Ahmed Badawi	Mr. Rosendo Rodriguez Finance Director (650)330-6640 RRodriguez@menlopark.org	Yes	Yes	X	X	X	X		X
	Newark	2009	550	Ahmed Badawi	Ms. Susie Woodstock Director of Administrative Services (510)578-4804 susie.woodstock@newark.org	Yes	Yes	X	X	X			
	Albany	2008	380	Ahmed Badawi	Mr. David Glasser Finance & Administrative Service Director (510)528-5730	Yes	Yes	X		X			X
	Rio Vista	2009	480	Ahmed Badawi	Ms. Mary Lee Sharer Finance Manager (707)374-6451 Ext. 1118 mlsharer@ci.rio-vista.ca.us	No	N/A	X	X	X			X
	Barstow	2012	550	Ahmed Badawi	Ms. Cindy Prothro Finance Director (760)255-5115 cprothro@barstowca.org	Yes	Yes	X	X				X
	Buena Park	2013	500	Ahmed Badawi	Mr. Sung Hyun Finance Director (714)562-3717 shuyn@buenapark.com	Yes	Yes	X	X				X
	Susanville	2013	450	Ahmed Badawi	Mr. Jared Hancock City Administrator (530)252-5100 jhancock@cityofsusanville.org	Yes	CSMFO						X
	East Palo Alto	2014	450	Ahmed Badawi	Ms. Brenda Olwin Finance Director (650)853-3122 bolwin@cityofepa.org	Yes	Yes	X	X				X
	Millbrae	2015	400	Ahmed Badawi	Mr. Kenneth Spray Finance Director (650)259-2433 kspray@ci.millbrae.ca.us	Yes	N/A	X					X
	Calimesa	2013	350	Ahmed Badawi	Ms. Bonnie Johnson Finance Director (909)795-9801 ext 231 bjohnson@cityofcalimesa.net	No	N/A						
	Yountville	2015	300	Ahmed Badawi	Mrs Maria Ojeda Finance Director (707)944-8851 rarrow@yville.com	No	N/A						X
	Lemon Grove	2013	350	Ahmed Badawi	Mr. Gilbert Rojas Finance Director (619)825-3803 grojas@lemongrove.ca.gov	No	N/A	X					X
	Crescent City	2014	300	Ahmed Badawi	Ms. Linda Leaver Finance Director (707)464-7483 x224 lleaver@crescentcity.org	No	N/A	X	X			X	X

The table below lists all special district engagements:

Special District	Client Since	Hours	Engagement Partner	Principal Contact	CAFR	GFOA Award	Single Audit	Enterprise Funds
Florin Resource Conservation District/ Elk Grove Water District	2015	350	Ahmed Badawi	Mr. Jim Malberg Finance Manager/Treasurer (916)685-3556 jmalberg@egwd.org	Yes	Yes		X
Marin Municipal Water District	2010	350	Ahmed Badawi	Mrs. Mikyung Pustelnik Finance Manager (415)945-1410 mpustelnik@marinwater.org	Yes	Yes	X	X
Cosumnes Community Services District	2008	350	Ahmed Badawi	Mr. Jeff Ramos General Manager (916)405-7150 jefframos@yourcsd.com	Yes	Yes		
Monterey Bay Unified Air Pollution Control District	2016	200	Ahmed Badawi	Ms. Joyce Giuggre Administrative Services Manager (831)-718-8019 jgiuffre@mbard.org	No	N/A		
Port of Redwood City	2006	200	Ahmed Badawi	Mr. Rajesh Sewak Manager of Finance & Admin. (650)306-4150 rsewak@redwoodcityport.com	No	N/A	X	X
Central County Fire Department	2012	150	Ahmed Badawi	Ms. Jan Cooke Finance Director (650)375-7408 jcooke@hillsborough.net	Yes	Yes		
Aptos La Selva Fire District	2016	120	Ahmed Badawi	Ms. Tracy New Director of Business Services 6934 Soquel Drive Aptos, CA 95003 (831)-685-6690	No	N/A		

<u>What Our Clients Say About Us</u>

In addition to the references provided in Appendix A, we have also provided contact information for all our clients on the previous page if you would like to speak to any of them about their experience with us. These are some of the things our clients have said about us.

"I would recommend Badawi & Associates to anyone seeking professional and knowledgeable audit services"

Sung Hyun
Finance Director
City of Buena Park

"This was the District's first year with Badawi & Associates and I found the entire to team to be responsive, thorough, detailed and professional. Not only was this a first year audit, but we also implemented GASB 68 and completed a major restatement of the District's Capital Assets. With all of those moving pieces, this was by far the smoothest first year audit that I have ever participated in."

Jim Malberg
Finance Manager
Florin Resource Conservation District/
Elk Grove Water District

Understanding of Services to be Provided

The City desires an audit of the financial records for the City and an expression of an opinion in accordance with generally accepted accounting principles on the fairness of presentation of financial statements for the fiscal years ending June 30, 2017 to 2019, with the option of extending the contract for each of the two subsequent fiscal years.

The Firm will:

- Express an opinion on the fair presentation of its basic financial statement which includes but is not limited to the financial statements of governmental activities, the business-type activities, each major fund and all aggregate remaining fund information in conformity with generally accepted accounting principles in the United States of America.
- Express an opinion on the fair presentation of its combining and individual non-major and fiduciary fund financial statements and schedules in conformity with generally accepted accounting principles. The Firm will provide an "in-relation-to" report on the supporting schedules contained in the comprehensive annual financial report based on the auditing procedures applied during the audit of the basic financial statements and schedules.
- Provide an "in-relation-to" report on the schedule of federal financial assistance based on the auditing procedures applied during the audit of the financial statements.
- Perform the audit in accordance with generally accepted auditing standards accepted in the United States of America, applicable to the financial audit contained in the Government Auditing Standards issued by the Comptroller General of the United States and the provisions of the Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations.
- Perform limited procedures on supplementary information required by the Government Accounting Standards Board.
- Issue the following reports, following the completion of the audit of the fiscal year's financial statements:
  - Independent Auditor's Report on Financial Statements and Schedule of Expenditure of Federal awards
  - Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
  - Management Letter comments on Internal Controls
  - Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with the Uniform Guidance
  - Schedule of findings and questioned costs
  - Auditor's Communication with Those Charged with Governance
  - Comprehensive Annual Financial Report following the requirements and guidelines of the GFOA award program
  - Gann Report
  - Transportation Development Act (TDA) Report
  - City of El Cerrito Public Financing Authority
  - City of El Cerrito Employees' Pension Plan
  - Sales Tax Revenue Bonds- Agreed Upon Procedures

- Provide special assistance to the City as needed.
- Retain all working papers and reports at the audit firm's expense for a minimum of 7 years. In addition, make working papers available to the City and/or any government agency as appropriate.

Should any conditions be discovered requiring corrective action, the Firm will provide a detailed description of the findings and recommended actions as to their resolution.

The Firm will submit a report to the City Council and management detailing auditor's responsibility under generally accepted auditing standards, significant accounting policies, management judgments and accounting statements, significant audit adjustments, other information in documents containing audited financial statements, disagreements with management, management consultations with other accountants, major issues discussed with management prior to retention, difficulties encountered during the audit, and any significant deficiencies or material weaknesses found during the audit. Non-material instances of noncompliance will be reported in a separate management letter, if appropriate, along with any other observations or recommendations determined to be informative to City management.

The Firm will be available to provide advice and counsel regarding significant matters during the year.

The Firm's Partner and Staff welcome the opportunity to make presentations to the City Council and will be ready to respond to questions from the Council and citizens of the City.

Objectives of Our Services

The basic objective of our audit of the City is to conduct an examination of the financial statements in accordance with generally accepted auditing standards and to express our opinion on the fairness of presentation of such financial statements in conformity with generally accepted accounting principles.

Additionally, we believe that another real value of our audit lies in meeting other objectives at no additional cost. The following are other objectives of our services that have important benefits to the City:

- To offer substantive observations and recommendations relating to accounting and operating control policies and procedures.
- To identify opportunities for operating efficiencies and isolate candidate activities for cost reduction opportunities.
- To perform a professional audit in an efficient and effective way to minimize disruption to the office operations.
- To offer ongoing advisory services to assist in the running of the operation and implementation of improved operating procedures.

The engagement will be conducted within the framework of the Firm's quality control program which includes the use of audit programs, careful planning, use of computerized audit software and internal control evaluation & documentation software, and objective review procedures. On-site staff will use Firm supplied portable computers and printers.

Specific Audit Approach

Audit Approach

The specific audit approach has been designed to efficiently and effectively address the audit requirements of the City, to perform the audit of the City's financial records in a timely manner with minimal disruptions to office operations, and to meet the City's timeline.

The audit will be conducted in accordance with:

1) Generally accepted auditing standards established by the AICPA.
2) The standards contained in Government Auditing Standards issued by the GAO.
3) Provisions of the Single Audit Act and the Uniform Guidance.
4) Requirements issued by the California State Controller's office.
5) Other requirements as required.

We will conduct the necessary audit steps to perform:

- Planning of the engagement.
- Evaluation of the existing internal control environment to determine degree of risk of material misstatement.
- Determination of degree of compliance with laws, regulations, grant provisions, and City approved policies.
- Assessment of potential fraudulent issues.
- Validation of account balances.
- Verification of reasonableness of management estimates.

Technical Approach

We use an industry specific audit approach tailored to governmental entities. Our governmental audit approach addresses the special risks and circumstances of local governments. As a result, the audit is conducted efficiently and effectively with minimal disruption to your staff.

The core of our governmental technical audit approach can be summarized as follows:

1. **Planning, Understanding and Communication:**
Based on our previous audit experience, using the budget, organizational charts, manuals and other financial information systems and our knowledge of how governments work, we will obtain an insight to the specific concerns and sensitivities of the City. Our understanding is updated continuously through our year-round contact and communication efforts. We will agree on common audit objectives and expectations with management before audit work begins and, throughout the audit, will meet regularly with management to discuss audit issues and to gather feedback.

2. **In-Depth Review of Systems and Controls:**
We have developed diagnostic reviews which enable us to evaluate your systems and controls, and to provide management with constructive feedback. Combined with our knowledge of the City and understanding and experience with the City's accounting software, our control review will form the basis of our audit risk assessment. We will utilize the COSO approach in our evaluation of the City's internal processes to identify potential control deficiencies. In future years, we will update our understanding through similar procedures.

3. **Risk-Based Customized Testing Program:**
Our audit approach is tailored to governmental applications. We will use audit programs specifically designed to address the operational environment of governmental entities. Our approach will identify potential control risks and the opportunities for risk of material misstatements and fraud. We will evaluate the various risk assessments and identify the potential risks relating to the:
    - Balance Sheets/ Statement of Net Position
    - Statement of Revenues and Expenditures / Statement of Activities
    - Presentation
    - Disclosure

    Our audit procedures will then be developed to address these risk areas.

4. **Expanded Interim Fieldwork:**
Timeliness and audit efficiency is enhanced by performing extensive interim work. Partners, managers and senior staff work with City staff to identify and resolve potential audit issues early. Accordingly, the amount of audit work to perform at year end is minimized. Because our audit staff is familiar with the operations before year-end fieldwork begins, disruption of accounting staff is minimized.

5. **Smooth Transition:**
Our testing program focuses on audit risks identified by our understanding of the City's operations. We will work with the accounting staff to identify the most effective ways to address our objectives. Communication between the members of the audit engagement team and City staff will be fluid and continuous.

6. **Sample Size and Sampling Techniques:**
Our audit approach will include sampling activities. Population size and the level of assurance to be derived from a particular test will dictate the sample size. We use sampling in our audit approach to compliment skilled judgment and knowledge of the particular situation. Our sample size will range normally from 25 to 60 items.

7. **Automated Systems:**
We will evaluate controls over the IT functions to assess control risk. We intend to test controls for purposes of reliance. Our review procedures will evaluate controls over:
   - Security Management
   - Logical and Physical Access
   - Configuration Management
   - Segregation of Duties
   - Contingency Planning

   In addition, we will review controls over:
   - Input, processing, output, master data
   - Application interface
   - Data management system interface

   Our Information Technology Specialists Group will evaluate the IT operating control environment.

8. **Analytical Procedures:**
We use analytical procedures in several aspects of our audit. Extensive knowledge and industry background are required for effective analytics, and our staff possesses the appropriate experience and knowledge for the City to benefit from these procedures.

9. **Approach to be Taken in Determining Laws and Regulations Subject to Audit Test Work:**
We continuously refer to specific regulations, compliance supplements, state guidelines and contracts currently in force. We perform the procedures required related to laws and regulations, using inquiries, observations and sampling techniques. Some of the laws and regulations that we believe may be applicable to the City are the requirements of the California Public Utilities Commission, Single Audit Act and other applicable laws and regulations, including the California Government Code, provisions of applicable Grant guidelines, California Constitution GANN Limit requirements, requirements of local measures, Child Care Program compliance requirements, etc.

10. **Report Format:**
We will meet with City Management to review report formats. Any report format changes will be made in conjunction with approval from the City's management.

11. **Work Plans:**
The detailed work plans will be designed to efficiently and effectively address the audit requirements of the City in accordance with generally accepted auditing standards, to perform the audit of the City's financial records in a timely manner with minimal disruptions to office operations, and to meet the City's timeline.

12. **Adjusting Journal Entries:**
We will discuss and explain proposed audit adjusting entries with the City's designated Finance Department personnel prior to recording. Audit adjusting entries will be provided in a format showing the lowest level of posting detail needed for data entry on the City's general ledger system.

13. **Listing of Schedules and Tables (anticipated to be prepared by the City):**
Based on preliminary inquiries made with management and City staff and review of documents, we will tailor a list of schedules, tables, and other reconciliations required for the audit. We will take into account as much as possible reconciliations already prepared by the City for day to day operations and reporting, as well as any reports that are system generated to limit the need for additional City staff hours.

The following is a listing of significant reconciliations that we would normally expect the City to provide to us in assisting us in conducting our fieldwork.

- Trial Balance
- CAFR and Account Roll Up Schedule
- Budget to Actual Reports
- Bank Reconciliations
- Listing of manually prepared journal entries posted
- Summary of Investments held by the City
- Capital Asset Schedules
- Long Term Debt Schedules
- Debt amortization schedules & Calculations of deferred amounts
- Calculations of any debt covenants amounts or percentages
- Schedule of Operating Leases
- Schedule of Expenditures of Federal Awards
- Analysis of Deferred Inflows of Resources an Deferred Outflows of Resources
- Reconciliation of Receivables to subsidiary ledgers
- Calculations for estimate of allowance for uncollectible accounts
- Loans Receivable Schedules
- Reconciliation of Significant Revenue Accounts
- Utility billing Registers and Fee schedules
- Compensated Absences and Early Retirement Obligation Schedules and Copies of Related Policies
- Claims Payable schedules
- Pension and OPEB Roll Forward & Supporting Schedules
- GASB 54 Fund Balance Roll Forward Schedule
- Interfund Transaction Schedules

14. **Computer Software:**

The firm maintains a variety of software packages in the audit and financial statement compilation process, which include MS Office (Word, Excel, etc.), Prosystem fx Engagement, PPC Checkpoint and Checkpoint Tools, and Single Audit SMART Tool. Our I.T. Specialist also has the ability to run reports using IDEA (data analysis software).

Our audit software enables us to link our audit trial balance to the financial statements, for efficient financial statement compilation. It also allows us to create various analytical reports easily (e.g. year to year comparisons, budget to actual comparisons, trend analysis, ratio analysis, etc.).

Our research tools are always kept up to date to ensure compliance with accounting and auditing standards, and are also a resource for us to provide guidance to our clients.

We also use Prosystem electronic portal, which allows our clients to easily upload requested audit schedules and testing selections. The portal is very helpful in the audit process as it reduces duplicated audit requests, and allows our engagement team to review uploaded schedules prior to beginning audit fieldwork.

Audit Schedule

Unfortunately due to the timing of the City's request for proposal, we are unable to promise performance of the requested services per the City's desired timeline for the 2016-17 fiscal year, because of existing obligations made to current clients and limited time and flexibility to rearrange our audit calendar. We would like to propose the following alternative timeline for performance of the requested services for the 2016-17 fiscal year, however we promise to meet the City's desired timeline for the following contract years.

2017 Period	Audit Tasks
	Interim Audit Procedures:
August	***- Planning and Administration*** ‣ Review and obtain copies of key work papers of prior audit firm. ‣ Entrance conference with City Management to discuss audit approach, timing, assistance, and issues ‣ Review and evaluate the City's accounting and financial reporting. Prepare an overall memo of recommendations, potential issues, and suggestions for improvements. ‣ Prepare overall memo to City confirming audit procedures, timing, and assistance. ‣ Prepare detailed audit work plan and audit programs, audit budget and staffing schedule, and list of schedules to be prepared by City staff, and provide it to City Management.
August	***- Internal Control Evaluation*** ‣ Meeting with key Finance Division personnel. ‣ Obtain and document understanding of key internal control systems through walk-throughs, interviews of staff, and review of supporting documentation: General ledger system. Budgeting system. Revenue, utility billing, accounts receivable, and cash collections. Purchasing, expenditures, accounts payable, and cash disbursements. Payroll. Federal Financial Assistance. Other systems. ‣ Identify control risks. ‣ Evaluate IT control environment. ‣ Perform testing of the internal control system and evaluate the effectiveness of the City's systems. Select large dollar and random samples of transactions in key operating systems. Sample size to meet required level for determined degree of risk. Review supporting documentation of selected transactions, evaluate adequacy of support and approvals, and conclude on degree of adherence to accuracy and compliance with City policies. ‣ Conduct fraud assessment procedures. ‣ Assess degree of risk for material misstatement. ‣ Provide to the City's management a memo concerning management letter points and identify issues, if any.

2017 Period	Audit Tasks
August	**- *Other Tasks***
	‣ Review minutes of City Council meetings and other key committees. ‣ Preliminary testing,verify and validate account balances by reviewing supporting documentation including invoices, vouchers, council resolutions, minutes, and other documents, as required. ‣ Preliminary Single Audit and other compliance testing ‣ Coordinate with City staff and prepare of all appropriate confirmation requests including: Bank accounts. Investment pool accounts. Accounts receivable. Federal grants. Revenue from governmental agencies. Bond and other debts. Pension plan. Attorney letters. Others, as required. ‣ Provide City with audit plan and list of year end audit schedules. ‣ Hold progress conference with City Management. ‣ Hold exit conference with City Management.
January 2018	**- *Final Field work***
	‣ Entrance conference with City Management. ‣ Follow-up on all outstanding confirmations. ‣ Verify and validate account balances by reviewing supporting documentation including invoices, vouchers, council resolutions, minutes, and other documents, as required. ‣ Perform analytical review of revenue and expenditures. Determine reason for material differences between budget and actual. ‣ Perform a search for unrecorded liabilities by reviewing disbursements subsequent to June 30, testing terms of contractual obligations, and interviewing City staff. ‣ Perform review of subsequent events by discussions with City Management and update all minutes of City Council and key committees.
	- *Single Audit Compliance*
	‣ Entrance conference with City Management. ‣ Obtain Federal Financial Assistance Schedule. ‣ Determine grants to be considered as major programs including clusters. ‣ Perform audit tests of major grant programs and compliance with Federal Law and Regulations. ‣ Review grant documents, select sufficient number of transactions to test for compliance of Federal Requirements. ‣ Coordinate Single Audit efforts with the Financial Audit efforts. ‣ Communicate findings to City Management. ‣ Other Compliance

Audit Schedule, Continued

2017 Period	Audit Tasks
January 2018 to February 2018	*- Audit Reports*
	‣ Prepare drafts of City prepared CAFR
	‣ Prepare draft of Single Audit Reports concerning internal control structure, compliance with laws and regulations, and administering of federal financial assistance programs.
	‣ Prepare other reports as required.
February 2018	- Provide drafts of reports to City Management for review.
February 2018	- Provide revised final drafts of all required reports to the City for approval
February 2018	***- Final Audit Reports, Financial Statements, and Single Audit Reports delivered.***

Discussion of Relevant Accounting Issues

Identification of Anticipated Potential Audit Problems

We do not anticipate that there will be any audit problems at the City. However, the following are some areas that we will carefully investigate and monitor during our audit procedures:

- Financial Reporting:
  - Review and evaluate that the City's Annual Financial Reports are in compliance with current reporting and disclosures requirements issued by the GASB and GFOA.
  - Review Annual Financial Reports for financial reporting conformance awards issued by CSMFO and GFOA.
  - Review and evaluate degree of compliance with the various GASBs in effect.
  - Review degree of compliance with infrastructure obligations and regulatory provisions.
- Internal Control Structure:
  - Review and evaluate the City's internal control functions and ascertain compliance with proper internal control philosophies.
  - Review computer system processes and controls and evaluate adequacy of the control environment.

Several new GASB pronouncements will become effective over the time period of this proposal. As such, specific attention will be provided to determine the proper implementation of these new pronouncements. A list of known new pronouncements with implementation dates that fall within this proposal period are as follows:

2017
- Statement 74 – Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans
- Statement 77 – Tax Abatement Disclosures
- Statement 78 – Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans
- Statement 80 – Blending Requirements for Certain Component Units – An Amendment of GASB Statement No. 14
- Statement 82 - Pension Issues, an amendment of GASB Statements No. 67, No. 68, and No. 73

2018
- Statement 75 – Accounting and Financial Reporting for Postemployment Benefits Other Than Pension
- Statement 81 – Irrevocable Split-Interest Agreements
- Statement 85 – Omnibus 2017
- Statement 86 – Certain Debt Extinguishment Issues

2019
- Statement 83 – Certain Asset Retirement Obligations

2020
- Statement 84 – Fiduciary Activities

2021
- Statement 87 – Leases

Conclusion

A client relationship with the City will be of great value to our Firm and we welcome the opportunity to develop a long-term relationship with the City. We are committed to:

- Rendering the highest standard of service.
- Developing a long-term working relationship dedicated to meeting the needs of the City.
- Assisting the City in operational issues.
- Producing a quality end-product.

We have the technical qualifications and experience to provide the level of service desired and expected by the City and stand ready to provide our knowledge and experience for the benefit of your organization.

We would like to express our appreciation to the City and to its Staff for allowing us the opportunity to submit a proposal to perform professional auditing services. We are available, at your convenience, to discuss any aspects of our proposal.

Thank you for allowing us to present our Firm to you.

* * * * * * * * * * * * * * * * *

Appendix A

References

1) City of Berkeley
   - Scope of Work: Comprehensive Annual Financial Report, Gann Limit, SAS114, Measure B (Alameda County), Vehicle Registration Fee Audit (Alameda County), Due Diligence Reviews for the RDA Successor Agency
   - Contract Amount: $188,000
   - Engagement Partner: Ahmed Badawi
   - Principal Contact:
     Mr. Henry Oyekanmi
     Finance Director
     (510)981-7332
     hoyekanmi@ci.berkeley.ca.us

2) City of San Mateo
   - Scope of Work: Comprehensive Annual Financial Report, Gann Limit, SAS114, Measure A (San Mateo County), Due Diligence Reviews for the RDA Successor Agency
   - Contract Amount: $60,000
   - Engagement Partner: Ahmed Badawi
   - Address: 330 W 20th Avenue, San Mateo, CA 94403
   - Principal Contact:
     Mr. Drew Corbett
     Director of Finance
     Phone: (650)522-7102
     dcorbett@cityofsanmateo.org

3) City of Newark
   - Scope of Work: Comprehensive Annual Financial Report, Single Audit, Gann Limit, SAS114, Utility Users Tax, Vehicle Registration Fee Audit (Alameda County), Measure B (Alameda County), Transportation Development Act, Newark Betterment Corporation Audit, Newark Betterment Corporation 990 Tax Return, Due Diligence Reviews for the RDA Successor Agency
   - Contract Amount: $55,000
   - Engagement Partner: Ahmed Badawi
   - Address: 37101 Newark Blvd, Newark, CA 94560
   - Principal Contact:
     Mrs. Susie Woodstock
     Director of Administrative Services
     Phone: (510)578-4804
     Fax: (510)578-4358
     susie.woodstock@newark.org

4) City of Barstow
   - Scope of Work: Comprehensive Annual Financial Report, Single Audit, Gann Limit, SAS 114, Barstow Fire Protection District, Odessa Water District
   - Contract Amount: $71,152
   - Engagement Partner: Ahmed Badawi
   - Address: 220 E. Mountain View Street, Ste. A, Barstow, CA 92311
   - Principal Contact:
     Mrs. Cindy Prothro
     Finance Director
     Phone: (760)255-5115
     cprothro@barstowca.org

5) City of Buena Park
   - Scope of Work: Comprehensive Annual Financial Report, Single Audit, Gann Limit, SAS 114, Buena Park Foundation
   - Contract Amount: $30,735
   - Engagement Partner: Ahmed Badawi
   - Address: 6650 Beach Boulevard, 1st Floor, Buena Park, CA 90622
   - Principal Contact:
     Mr. Sung Hyun
     Finance Director
     Phone: (714)562-3713
     shyun@buenapark.com

6) City of Calimesa
   - Scope of Work: Basic Financial Statements, Gann Limit, SAS 114
   - Contract Amount: $25,462
   - Engagement Partner: Ahmed Badawi
   - Address: 908 Park Avenue, Calimesa, CA 92320
   - Principal Contact:
     Ms. Bonnie Johnson
     City Manager
     Phone: (909)795.9801
     bjohnson@cityofcalimesa.net

7) City of East Palo Alto
   - Scope of Work: Comprehensive Annual Financial Report, Single Audit, Gann Limit, SAS114, Measure C, Measure A Report (San Mateo County),
   - Contract Amount: $60,000
   - Engagement Partner: Ahmed Badawi
   - Address: 2415 University Avenue, East Palo Alto, CA 94303
   - Principal Contact:
     Mrs. Brenda Olwin
     Finance Director
     Phone: (650) 853-3122
     bolwin@cityofepa.org

Appendix B

Proposer Guarantees

The proposer certifies it can and will provide and make available, as a minimum, all services set forth in this RFP under the section titled "Services Required."

Signature of Official:	
Name (typed):	Ahmed Badawi
Title:	President
Firm:	Badawi and Associates, CPAs
Date:	July 14, 2017

Appendix C

Proposer Warranties

A. Proposer warrants that it is willing and able to comply with State of California laws with respect to foreign (non-state of California) corporations.

B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees, or agents in conjunction with the services to be provided. Coverage limits shall be $1,000,000 or more, per occurrences without reduction for claims paid during the policy period. The carrier should be duly insured and authorized to issue similar insurance policies for this nature in the State of California.

C. Prior to beginning any work under the agreement, Proposer shall, at the sole option of the City, provide City with (1) certified Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein; and (2) upon request by the City, complete certified copies of all policies and/or complete certified copies of all endorsements that demonstrate compliance with this Appendix B.

D. A certified endorsement shall be attached to all insurance obtained pursuant to the agreement stating that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of El Cerrito.

F. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: Ahmed Badawi

Name (typed): Ahmed Badawi

Title: President

Firm: Badawi and Associates, CPAs

Date: July 14, 2017

City of El Cerrito

SEALED DOLLAR COST BID PROPOSAL

For Professional Auditing Services
for the City of El Cerrito
For fiscal years ending June 30, 2017 to 2019, with an option of extending the contract for each of the two subsequent fiscal years

July 14, 2017

Contact Person:

Ahmed Badawi, CPA
Badawi & Associates
Certified Public Accountants
180 Grand Avenue, Suite 1500
Oakland, CA 94612
Phone: (510) 768-8244
Fax: (510) 768-8249
E-mail: abadawi@b-acpa.com

BADAWI & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS

Name of Firm and Certification

Name of Firm: Badawi & Associates

Address: 180 Grand Avenue, Suite 1500

City, State, Zip: Oakland, CA 94612

Contact Name: Ahmed Badawi

Contact Telephone Number(s): 510-768-8244

Contact Fax Number(s): 510-768-8249

Contact E-mail Address: abadawi@b-acpa.com

I, the undersigned, certify I am duly authorized to represent the above named firm and am empowered to submit this bid. In addition, I certify I am authorized to contract with the City of El Cerrito on behalf of the above named firm. The Firm will honor the prices listed in this proposal for 180 days from the submittal deadline.

Signature	Title	Date
Ahmed Badawi	President	7/14/2017

Ahmed M. Badawi

Name (print)

SCHEDULES OF PROFESSIONAL FEES AND EXPENSES

All Inclusive Maximum Price by Report	2016-17	2017-18	2018-19	2019-20*	2020-21*
City Audit and Related Reports (CAFR)	$ 40,440	$ 41,650	$ 42,900	$ 42,900	$ 42,900
Appropriations (GANN) Limit Review	400	410	420	420	420
Agreed Upon Procedures for the City of El Cerrito Master Installment Sale Agreements Compliance with Bond Covenants for the 2008 Sales Tax Revenue Bonds with subsequent Refundings	2,000	2,060	2,120	2,120	2,120
Single Audit and Related Reports	3,500	3,610	3,720	3,720	3,720
City of El Cerrito Public Financing Authority	1,500	1,550	1,600	1,600	1,600
City of El Cerrito Employees' Pension Plan	1,300	1,340	1,380	1,380	1,380
Transportation Development Act (TDA) Report	2,000	2,060	2,120	2,120	2,120
Memo on Internal Control	-	-	-	-	-
Total for Fiscal Year (not-to exceed)	**$ 51,140**	**$ 52,680**	**$ 54,260**	**$ 54,260**	**$ 54,260**

Name of Firm: Badawi and Associates, CPAs

Address: 180 Grand Ave Suite 1500
Oakland, CA 94612

Contact Name: Ahmed Badawi

Contact Phone #: (510)768-8244

Fax #: (510)768-8249

Contact Email: abadawi@b-acpa.com

Auditors Standard Hourly Billing Rates					
POSITION	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**2020-21**
Partner	140	160	170	170	170
Manager	110	120	130	130	130
Senior Accountant	90	100	105	105	105
Staff Accountant	80	85	90	90	90
I.T. Specialist	110	120	130	130	130
Clerical	60	75	75	75	75

**The above quoted hourly billing rates are for the services requested for the City of El Cerrito.*

Rates for Additional Professional Services:

Any services outside the scope of our engagement will be promptly identified before the services are rendered. Upon mutual agreement, the out-of-scope services will be separately billed at our standard hourly rates. While it can be difficult to simply state hourly rates, as often times the needs of the client and the specific tasks directly impact the billing rates for our services, we want to provide the following information regarding our published billing rates:

Position	Hourly Rate
Partner	$ 200
EQR	200
Manager	150
Senior	125
Staff	100
IT	150
Admin.	75

Our Standard Hourly Rates are adjusted annually by 3% for Cost of Living and Inflation Adjustments

A client relationship with the City will be of great value to our Firm and we welcome the opportunity to develop a long-term relationship with the City. We are committed to:

- Rendering the highest standard of service.
- Developing a long-term working relationship dedicated to meeting the needs of the City.
- Assisting the City in operational issues.
- Producing a quality end-product.

We have the technical qualifications and experience to provide the level of service desired and expected by the City and stand ready to provide our knowledge and experience for the benefit of your organization.

We would like to express our appreciation to the City and to its Staff for allowing us the opportunity to submit a proposal to perform professional auditing services. We are available, at your convenience, to discuss any aspects of our proposal.

Thank you for allowing us to present our Firm to you.

* * * * * * * * * * * * * * * * *

AGENDA BILL

Agenda Item No. 4(D)

Date: September 19, 2017

To: El Cerrito City Council

From: Melissa Tigbao, Engineering Manager/Senior Engineer
Ana Bernardes, Associate Engineer
Yvetteh Ortiz, Public Works Director/City Engineer

Subject: Ohlone Greenway Pedestrian and Bicycle Wayfinding and Amenities Project, City Project No. C5034

ACTION REQUESTED

City staff requests that the City Council adopt a resolution taking the following actions:

1. Approve plans for the Ohlone Greenway Pedestrian and Bicycle Wayfinding and Amenities Project, City Project No. C5034;
2. Accept the five submitted bids; and
3. Authorize the City Manager to execute a contract in the amount of $257,900 with Suarez & Muñoz Construction, Inc. and to approve change orders in an amount not to exceed $58,000 for the construction of the Ohlone Greenway Pedestrian and Bicycle Wayfinding and Amenities Project, City Project No. C5034.

BACKGROUND

Project Description

The Ohlone Greenway Pedestrian and Bicycle Wayfinding and Amenities Project will improve the well-used Ohlone Greenway path, which is 2.7-miles in length traversing the City of El Cerrito underneath the elevated BART tracks from the south to north City limits. This pedestrian and bicycle path connects the two El Cerrito BART stations to the existing and planned network of pedestrian and bicycle facilities within El Cerrito, Richmond, Albany and Berkeley thereby serving as a regional transportation route. The Greenway serves as a valued linear open space that promotes multimodal connectivity and allows for a variety of recreational and active non-motorized transportation uses.

The project scope includes a comprehensive bicycle and pedestrian signage program and amenities along the Ohlone Greenway. The project will enhance the access, safety and convenience for pedestrians and bicyclists by providing clear information and direction to and from key destinations - two BART stations, AC Transit bus stops, schools and community facilities and also bring a unique and uniform appearance to the Greenway. More specifically, the project includes the fabrication and installation of various signs including wayfinding, trail use, gateway/entrance, bike route, and street name signs, as well as the installation of amenities such as new bicycle racks, benches and trash/recycling containers.

The project design is consistent with the guidelines and prototypes developed by recently completed projects and adopted plans including Ohlone Natural Area & Rain Garden Project (south of Fairmount Avenue), the Active Transportation Plan, and Ohlone Greenway Master Plan among others.

Project Funding

In April 2015, City Council adopted Resolution No. 2015-26, authorizing the City to submit a joint application with the Eden Housing Development, for an Affordable Housing & Sustainable Communities (AHSC) Grant to leverage previously secured Contra Costa Transportation Authority (CCTA) - Measure J Transportation for Livable Communities (TLC) and Pedestrian, Bicycle and Trail Facilities (PBTF) Program funds. The portion of the project funded by the AHSC, in the amount of $363,296, is near and provides access to the Eden Housing Development, the affordable, senior housing development now known as Hana Gardens, located in the Mid-town district of the El Cerrito's San Pablo Avenue Specific Plan and Priority Development Area (PDA). Funding from the AHSC Grant is dedicated specifically for improvements on the Ohlone Greenway between Potrero Avenue and Moeser Lane. Measure J funds, in the amount of $118,200, cover the entire length of the Greenway, but are limited to the transportation signage component of the project. Total funding for this project is $481,496.

Design Development

In late summer of 2016, City staff issued a request for a proposal to our on-call transportation engineering consultant, Fehr & Peers, to develop the graphical design of the signage and prepare plans, specifications and engineering estimate (PS&E) for the project. Fehr & Peers was selected based on their recent work on the Ohlone Greenway Natural Area & Rain Gardens Project and Active Transportation Plan, specifically related to the design of the wayfinding signs. In addition, Fehr & Peers retained a landscape architect as a sub consultant, Panoramic Design Group, to support the design of the signage and location of amenities.

City staff and Fehr & Peers presented the concept of the signage program and layout of the new amenities at two Park and Recreation Commission meetings in February and April 2017. Comments from the public and Commissioners were incorporated into the final design.

Bidding

Final PS&E was completed at end of July 2017 and the project was advertised for bid in the West County Times on August 8 and 15, 2017. Additionally, the Notice Inviting Bids along with a complete set of Contract Documents was sent to seven Builder and Construction Exchanges. The project was also posted on the City's website and on the BPXpress' website, an online planroom.

ANALYSIS

Five bids were received on September 6, 2017 with the following results:

Name and Location of Bidder	Total Base Bid	Bid Additive
Suarez & Muñoz Construction, Inc.	$257,900.00	$30,200.00
NBC Construction	$288,332.31	$59,731.00
Fluoresco Services	$310,404.00	$69,247.80
Greentech Industry Inc.	$338,397.00	$54,500.00
Silao General Engineering Inc.	$355,373.57	$53,457.00
Engineer's Estimate	**$212,050.00**	**$14,300.00**

The Contract Documents stipulated that the low bidder was to be determined by the amount of the Base Bid. The Base Bid from Suarez & Muñoz Construction, Inc. of $257,900.00 is the low bid. Although it is twenty-two percent more than the Engineer's Estimate of $212,050.00, it is within the project budget as discussed below and $30,432 lower than the next lowest bid by NBC Construction. The number of bids received for the project is high compared to other recent projects. Staff believes that one primary reason for a higher bid amount is because the project involves the manufacturing of custom-made signs which can vary according to a variety of manufacturer's costs.

All unit price extensions and item totals were checked and found to be accurate for all bidders with the exception of the bid from Greentech Industry Inc., which had a mathematical error on the total Base Bid price.

Staff has checked the Suarez & Muñoz Construction, Inc. bid documents and found all the required information to be included and the bid schedule was completed without omission or error. Their bid contained all of the requested information and the requisite Bidder's Bond. The low bidder has the appropriate licenses to perform the work and have experience on similar projects within the Bay Area. The bid submitted by Suarez &

Muñoz Construction, Inc., of Hayward, is therefore the lowest responsive and responsible bid for this project.

Staff recommends that the City Council award a construction contract in the amount of $257,900.00 to Suarez & Muñoz Construction, Inc. for the construction of the Base Bid of the Ohlone Greenway Pedestrian and Bicycle Wayfinding and Amenities Project, City Project No. C5034. The Bid Additive is more than twice the Engineer's Estimate and is not recommended for award.

In light of the available funding amounts, staff requests that the City Council allow staff to investigate the opportunity to include additional signs into the contract. Although the AHSC grant covers the installation of gateway/entrance signs at the Ohlone Greenway intersections between Potrero Avenue and Moeser Lane, City staff would like to investigate the possibility of replacing some of the gateway signs at other locations along the Ohlone Greenway. Staff is therefore requesting a contract contingency amount of $58,000, which includes a $38,000, just under 15% contingency, to allow for typical change orders such as quantity fluctuations and extra work items due to unforeseen conditions, and $20,000 for additional gateway signs.

STRATEGIC PLAN CONSIDERATIONS

The award of the construction contract is consistent with El Cerrito Strategic Plan Goal D – *Develop and rehabilitate public facilities as community focal points* and Goal F – *Foster environmental sustainability citywide by encouraging alternative modes of transportation to the single occupancy vehicle*. The project goals are to enhance the access, safety, and convenience for pedestrians and bicyclists; increase transit ridership by increasing awareness of the locations of transit service; improve the public realm; and support higher-density transit-oriented neighborhoods adjacent to the Ohlone Greenway.

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 minor alteration of existing public facility involving negligible or no expansion of use beyond that presently existing. More specifically, the installation of curb markings and signs will be done on existing bicycle and pedestrian trails, and similar facilities, which is exempt from CEQA.

FINANCIAL CONSIDERATIONS

The total estimated cost for design and construction of the project is $422,565 as summarized below.

Design Costs	$57,980
Construction Contract	$257,900
Construction Contract Contingency	$58,000
Construction Management	$38,685
Miscellaneous (printing, postage, etc)	$10,000
Total	**$422,565**

Funding for this effort is available in the Adopted Fiscal Year 2016-17 Budget and Capital Improvement Program (CIP) in an allocation in the Capital Improvement Fund. The total funding available for this project is $481,496, leaving a project reserve of approximately $59,000.

LEGAL CONSIDERATIONS

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

Reviewed by:

Scott Hanin
City Manager

Attachments:

1. Resolution

Agenda Item No. 4(D)
Attachment 1

RESOLUTION NO. 2017-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO APPROVING PLANS FOR THE OHLONE GREENWAY PEDESTRIAN AND BICYCLE WAYFINDING AND AMENITIES PROJECT, CITY PROJECT NO. C5034; ACCEPTING THE FIVE SUBMITTED BIDS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN THE AMOUNT OF $257,900.00 WITH SUAREZ & MUÑOZ CONSTRUCTION, INC. AND APPROVING CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED $58,000 FOR THE CONSTRUCTION OF THE OHLONE GREENWAY PEDESTRIAN AND BICYCLE WAYFINDING AND AMENITIES PROJECT, CITY PROJECT NO. 5034

WHEREAS, the Ohlone Greenway Pedestrian and Bicycle Wayfinding and Amenities Project will enhance the access, safety, and convenience for pedestrians and bicyclists by providing clear information and direction to and from key destinations - two BART stations, AC Transit bus stops, schools and community facilities, and also bring a unique and uniform appearance to the Greenway; and

WHEREAS, the work generally consists of the fabrication and installation of various signs including wayfinding, trail use, gateway/entrance, bike route, and street name signs, as well as the installation of amenities such as new bicycle racks, benches and trash/recycling containers; and

WHEREAS, the project is funded by the two funding sources including $363,296 from the Affordable Housing & Sustainable Communities (AHSC) Grant, and $118,200 in Contra Costa Transportation Authority (CCTA) Measure J Transportation for Livable Communities (TLC) Funds; and

WHEREAS, a Notice Inviting Bids for the project was advertised in the West Contra Costa Times on August 8 and 15, 2017, sent to seven Builders and Construction Exchanges, and posted on the City's website, and five bids were received on September 6, 2017; and

WHEREAS, Suarez & Muñoz Construction Inc. of Hayward, whose total Base Bid, in the amount of $257,900.00, was the lowest responsible and responsive bid, and consistent with the project's fundable budget.

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

1) Approves plans for the Ohlone Greenway Pedestrian and Bicycle Wayfinding and Amenities Project, City Project No. C5034;
2) Accepts the five submitted bids; and
3) Authorizes the City Manager to execute a contract in the amount of $257,900 with Suarez & Muñoz Construction, Inc. and to approve change orders in an amount not to exceed $58,000 for the construction of the Ohlone Greenway Pedestrian and Bicycle Wayfinding and Amenities Project, City Project No. C5034.

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

I CERTIFY that at a regular meeting on September 19, 2017 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 September XX, 2017.

____
Cheryl Morse, City Clerk

APPROVED:

____
Janet Abelson, Mayor

AGENDA BILL

Agenda Item No. 4(E)

Date: September 19, 2017

To: El Cerrito City Council

From: Christopher Jones, Recreation Director

Subject: Renaming the City's Portion of Fairmont Park to Centennial Park

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ACTION REQUESTED

Adopt a resolution authorizing the renaming of the City owned portion of Fairmont Park as Centennial Park per El Cerrito's Administrative Policy/Procedure I(A)(4).

BACKGROUND

Fairmont Park was originally constructed jointly by the City of El Cerrito and the Richmond Unified School District (RUSD), now the West Contra Costa Unified School District (WCCUSD), per an agreement made between the two organizations in 1965. The City developed both City and RUSD property along the Ohlone Greenway into a park with school-age and preschool-age play areas, an entrance terrace area and lawn areas and also remodeled the then Fairmont Clubhouse into a senior center. RUSD developed the play field on the Fairmont School Campus along Eureka Ave.

Unfortunately the park portion of Fairmont Park along the Ohlone Greenway fell into a state of almost complete disrepair and until very recently was not recognized or functional as an actual park. Many people began thinking of the play field, clubhouse and playground on the Fairmont School Campus utilized by the City's childcare and sports programs as Fairmont Park. Additionally WCCUSD has both terminated the City's lease of the El Cerrito Senior Center and enclosed their portion of Fairmont Park along the Ohlone Greenway to serve as play space for Fairmont School. What remains of the original Fairmont Park is greatly diminished and no longer connected.

Interest in the Ohlone Greenway portion of Fairmont Park owned by the City has increased recently with the addition of the Demonstration Community Garden by the El Cerrito Community Garden Network as well as more families with young children living in the area who are looking for places for their children to play. In January 2016, the Park and Recreation Commission voted to recommend that a significant portion of remaining Measure WW funds be dedicated towards rehabilitating the City's portion of Fairmont Park along the Ohlone Greenway. The Commission also recommended applying for State Housing Related Park Funds and applying the award towards this project.

Both funding sources were approved for the Fairmont Park project and design is in progress. A public meeting and Park and Recreation Commission review was held earlier this year with one more Park and Recreation Commission meeting prior to City Council approval before the end of the year.

In July 2017, the El Cerrito Park and Recreation Commission voted unanimously to rename the portion of Fairmont Park along the Ohlone Greenway to Centennial Park. The renaming will serve as a permanent dedication to the City's 100th Anniversary and provide location clarity for what remains of the original Fairmont Park.

Analysis

The renaming of the City's portion of Fairmont Park along the Ohlone Greenway to Centennial Park conforms to Administrative Policy/Procedure I(A)(4) because it is commemorating an event of great local significance. Additionally the Park and Recreation Commission and staff feel that the renaming will bring clarity to the area in terms of wayfinding (i.e. "Should we meet at the Fairmont Park along the Ohlone Greenway or the Fairmont Park Play Field?"). While construction of the park will not occur until Spring 2018, a park dedication can occur in 2017 after the final design is approved.

Strategic Plan Considerations

The renaming of the City's portion of Fairmont Park along the Ohlone Greenway to Centennial Park furthers Goal C of the Strategic Plan: Deepen a sense of place and community identity and the established strategy: develop plans for the City's 100th year anniversary (2017).

Financial Considerations

The design process for the proposed Centennial Park is currently underway. Changing the park's name at this point will have no financial impact.

Legal Considerations

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

Reviewed by:

Scott Hanin
City Manager

Attachments:

1. 1965 Fairmont Park Agreement
2. Graphical Representation of Changing Fairmont Park Boundaries.
3. Resolution

Agenda Item No. 4(E)
Attachment 1

SUPPLEMENTAL AGREEMENT BETWEEN THE CITY OF EL CERRITO AND RICHMOND SCHOOL DISTRICT FOR JOINT DEVELOPMENT OF FAIRMONT PARK AND MAINTENANCE OF SAID PARK

WHEREAS, the City of El Cerrito and Richmond School District have entered into a general recreation agreement dated the 27th day of October, 1958, covering joint recreational use of school facilities by City and City parks by District; and

WHEREAS, Section II of said agreement provides for supplemental agreements to deal with specific projects involving joint development of facilities on City or School District lands, and

WHEREAS, the School District owns land as a part of its Fairmont School site that may be advantageously developed for the mutual benefit of School District and City for park-recreational and school purposes,

NOW, THEREFORE, the City of El Cerrito and Richmond School District hereby mutually agree to the following terms and conditions as supplemental to the agreement hereinabove referred to:

1. That Fairmont Park, park and recreational facilities, will be developed jointly by the District and City in accordance with an over-all plan entitled "Site Utilization Plan for Fairmont Park," dated 12-18-64.
and adopted as a part of this agreement.

2. It is intended by the parties that all improvements provided in said "Site Utilization Plan for Fairmont Park," shall be completed within eighteen (18) months from the date of execution of this agreement.

3. The cost of said improvements are to be shared between City and the District on the basis of the following cost estimates:

Park Building	15,000
Entrance Court and Terrace Area	8,000
School-Age Play Area	2,900
Pre-School Play Area	3,900
Lawn Areas	8,600
Demolition of Existing Paving	1,600
Relocating Chain Link Fence	1,300
	41,300
Fees	4,000
	45,300

	School
Turf Playfield	11,800
Demolition of Existing Paving	3,200
	15,000

4. The construction contemplated under this agreement shall be under the control and direction of the City subject to the approval of working drawings and construction schedules by the District.

5. The maintenance of Fairmont Park facilities shall be under the supervision and control of the City with maintenance costs borne by the City.

IN WITNESS WHEREOF, the City of El Cerrito has caused this agreement to be executed by its City Manager, pursuant to Resolution No. 12-18-64 of the Council of said City and the Richmond School District has caused this agreement to be executed by the President and Clerk of its Board pursuant to Resolution of said School Board this 19th day of May, 1965.

ATTEST:

By ______________________
Mayor, City of El Cerrito

By Maxfield Foley
City Clerk, City of El Cerrito

CITY OF EL CERRITO

By Kenneth H Smith
City Manager

RICHMOND SCHOOL DISTRICT OF CONTRA COSTA COUNTY

By Winston D. Bowman
President

By James L. Menchew
Clerk

Agenda Item No. 4(E)
Attachment 2

Agenda Item No. 4(E)
Attachment 3

RESOLUTION NO. 2017-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO RENAMING THE CITY OWNED PORTION OF FAIRMONT PARK TO CENTENNIAL PARK PER EL CERRITO ADMINISTRATIVE POLICY/PROCEDURE I(A)(4)

WHEREAS, in 1965 the City of El Cerrito and the Richmond Unified School District (RUSD) entered into an agreement to jointly develop Fairmont Park which included the Senior Center, Fairmont Play Field, and a park with play areas along the Ohlone Greenway; and

WHEREAS, after decades of disrepair, the City has received funding to rehabilitate its portion of Fairmont Park along the Ohlone Greenway and design work is underway; and

WHEREAS, by terminating the City's lease of the El Cerrito Senior Center and fencing in a portion of Fairmont Park along the Ohlone Greenway, the West Contra Costa Unified School District (formerly RUSD) has altered the boundaries of the original Fairmont Park significantly reducing what is available to the general public; and

WHEREAS, in 2017 the City of El Cerrito is celebrating its Centennial anniversary; and

WHEREAS, on July 26, 2017 the Park and Recreation Commission voted to rename the City's portion of Fairmont Park along the Ohlone Greenway to Centennial Park in recognition of the City's Centennial Anniversary and to give greater location clarity to what remains of the original Fairmont Park; and

WHEREAS, El Cerrito's Administrative Policy/Procedure I(A)(4) allows for the renaming of City facilities and resources in recognition of significant local events.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby recognizes the City's Centennial Anniversary as a significant local event in accordance with El Cerrito's Administrative Policy/Procedure I(A)(4) and hereby renames the City owned portion of Fairmont Park along the Ohlone Greenway to Centennial Park.

I CERTIFY that at a regular meeting on September 19, 2017 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 September XX, 2017.

____
Cheryl Morse, City Clerk

APPROVED:

____

Janet Abelson, Mayor

THE CITY OF EL CERRITO

AGENDA BILL

Agenda Item No. 4(F)

Date: September 19, 2017

To: El Cerrito City Council

From: Stephen Prée, Environmental Programs Manager / City Arborist
Maria Sanders, Operations + Environmental Services Division Manager
Yvetteh Ortiz, Public Works Director / City Engineer

Subject: Amendment to El Cerrito Tree Committee Enabling Resolution

ACTION REQUESTED

Adopt a resolution amending the El Cerrito Tree Committee enabling resolution, City Council Resolution No. 2007-96, to change the name of the Tree Committee to the Urban Forest Committee and to change the service terms of the Committee from commencing on January 1 to commencing on March 1.

BACKGROUND

The City Council adopted the El Cerrito Urban Forest Management Plan in 2007. The Plan identified several goals for the stewardship of El Cerrito's urban forest, including establishing a citywide commitment to a healthy growing forest, creating a high quality forestry management program, and establishing a Community Tree Committee. In 2007, the City Council subsequently passed Resolution No. 2007-96 establishing the Tree Committee.

Per this enabling resolution, the Committee "serves in an advisory capacity to the City Council, other commissions, and the citizens of the City with regard to the growth, maintenance, and location of trees within the City," as well as "recommend programs, policies and ordinances to implement and promote the City's Master Street Tree Plan and Urban Forest Management Plan…and to promote and foster public awareness, education, interest and support for urban forestry efforts."

The first Tree Committee members were appointed in September 2012. The current composition of the Tree Committee includes community members with academic credentials and diverse professional experience in the environmental and arboricultural sciences.

ANALYSIS

At its April 2017 meeting, the Tree Committee unanimously passed a motion recommending changing the name of the Committee to the Urban Forest Committee in order to better reflect the Committee's role in assisting the City in promoting public awareness and support for urban forestry efforts and in implementing the Urban Forest Management Plan, as well as to provide information to the public about the growth, maintenance, and location of trees. The Committee also felt that the name change would increase public interest in the Committee and aid in Committee membership recruitment efforts. Staff believes that changing the Committee's name to Urban Forestry Committee is consistent with the Committee's duties and responsibilities as outlined in the enabling resolution.

In addition to renaming the Tree Committee, staff would like to take this opportunity to recommend changing the service terms of members as stated in the enabling resolution so terms harmonize with current board, commission, and committee terms in order to streamline the City's recruitment and appointment process. When the Tree Committee was established in 2007, terms of service were set at four years, commencing on January 1. However, in 2013, by Ordinance No. 2013-06, the City Council modified all four-year terms for boards, commissions, and committees to commence on March 1.

STRATEGIC PLAN CONSIDERATIONS

As stated in its enabling Resolution 2007-96, the Tree Committee was established to assist the City in its stewardship of its urban forest, including establishing a citywide commitment to a healthy, growing forest, and creating a coordinated, high quality forestry management program. In that a healthy urban forest helps create a sense of place and fosters environmental sustainability, the name change to Urban Forest Committee is consistent with the following goals in El Cerrito's Strategic Plan:

- Goal C: Deepen a sense of place and community identity.
- Goal F: Foster environmental sustainability citywide

FINANCIAL CONSIDERATIONS

There are no financial obligations associated with this action.

LEGAL CONSIDERATIONS

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

Reviewed by:

Scott Hanin
City Manager

Attachments:

1. Resolution
2. Enabling Tree Committee Resolution 2007-96

Agenda Item No. 4(F)
Attachment 1

RESOLUTION NO. 2017-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AMENDING RESOLUTION NO. 2007-96 TO CHANGE THE NAME AND SERVICE TERMS OF THE TREE COMMITTEE

WHEREAS, in 2007 the Urban Forest Management Plan identified several goals for the stewardship of the City's urban forest, including establishing and maintaining a citywide commitment to a healthy, growing urban forest, and creating a coordinated, high quality urban forestry management program including a Community Tree Committee; and

WHEREAS, the City Council established the Tree Committee by Resolution 2007-96 on November 19, 2007 to not only serve in an advisory capacity to the City Council regarding trees but also to educate residents in the proper planting, growth and maintenance of trees throughout the City; and

WHEREAS the duties and responsibilities of the Tree Committee also include recommending programs, policies, and ordinances to implement the Urban Forest Management Plan and to foster public awareness, education, interest, and support for urban forestry efforts; and

WHEREAS, on April 10, 2017, the Tree Committee passed a motion recommending that the name of the Tree Committee be updated and changed to the Urban Forest Committee in order to better reflect the duties and responsibilities of the Committee; and

WHEREAS, changing the name of the Tree Committee to the Urban Forestry Committee is consistent with the Tree Committee's duties and responsibilities as outlined in the enabling resolution; and

WHEREAS, when the Tree Committee was established in 2007, terms of service were set at four years commencing on January 1, and in 2013, by Ordinance No. 2013-06, the City Council modified all four-year terms for boards, commissions, and committees to commence on March 1; and

WHEREAS, staff recommends that terms on the Tree Committee harmonize with board and commission terms to streamline the City's recruitment and appointment process.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito hereby changes the name of the Tree Committee to the Urban Forest Committee.

BE IT FURTHER RESOLVED, that the terms for members of this Committee are four years. Members appointed after the adoption of this resolution will have terms commencing on March 1.

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

I CERTIFY that at a regular meeting on September 19, 2017 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on September XX, 2017.

____
Cheryl Morse, City Clerk

APPROVED:

____
Janet Abelson, Mayor

Agenda Item No. 4(F)
Attachment 2

RESOLUTION 2007–96

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO CREATING THE EL CERRITO TREE COMMITTEE.

WHEREAS, in 2004 the City Council revised El Cerrito Municipal Code Section 10.90, Obstruction of Views by Trees on Private Property, repealing the duties of the established Tree Commission; and

WHEREAS, in 2005 the City Council conducted a review of all City Boards, Commissions and Committees and indicated that an advisory body of the City Council dedicated to trees should remain; and

WHEREAS, in 2007 the Urban Forest Management Plan completed by Vallier Design Associates identified several goals for the stewardship of the urban forest, including establishing a citywide commitment to a healthy, growing forest, and creating a coordinated, high quality forestry management program including a Community Tree Committee; and

WHEREAS, such a committee would not only serve in an advisory capacity to the City Council regarding trees, but would also be charged with the education of residents in the proper planting and maintenance of trees throughout the City.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito hereby establishes a Tree Committee, with the necessary staff liaison assigned by the City Manager, with the following duties and responsibilities:

- To serve in an advisory capacity to the City Council, other commissions, and the citizens of the City with regard to the growth, maintenance, and location of trees within the City;
- To recommend programs, policies, and ordinances to implement and promote the City's Master Street Tree Plan and Urban Forest Management Plan and to coordinate with the Public Works staff regarding management and maintenance efforts;
- Promote and foster public awareness, education, interest and support for urban forestry efforts, foster volunteer opportunities for tree planting and irrigation along the city's streets and in residential front yards, and educate El Cerrito residents regarding selecting, planting and maintaining trees; and
- Promote and foster public awareness and education about potential hazards of trees near underground and above ground utilities and the appropriate tree species for avoiding such hazards.

BE IT FURTHER RESOLVED, that this Committee shall meet monthly and will be open to all El Cerrito residents with knowledge of, concern about, and/or participation in issues affecting the City's urban tree population.

BE IT FURTHER RESOLVED, that the terms for members of this Committee are four years, commencing on January 1st unless a member is removed from office pursuant to Section 2.04.220 of the El Cerrito Municipal Code, with the membership being divided into equal groups appointed in consecutive years. Members serve at the pleasure of the City Council and may be removed by a majority of the City Council.

* * * * *

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

I CERTIFY that at a regular meeting on November 19, 2007 the City Council of the City of El Cerrito passed this Resolution by the following vote:

AYES:	Councilmembers Abelson, Jones, Potter and Mayor Moore
NOES:	None
ABSENT:	Councilmember Bridges

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on November 27, 2007.

Cheryl Morse

Cheryl Morse, City Clerk

APPROVED:

Letitia D. Moore, Mayor

EL CERRITO CITY COUNCIL PROCLAMATION
Honoring Brett Guest for his Commendable Actions

WHEREAS, Brett Guest was home on August 22, 2017, at 6:42 in the morning; and

WHEREAS, Mr. Guest heard a neighbor screaming for help from his driveway and went to the window to investigate; and

WHEREAS, a man was assaulting a woman in the driveway of Mr. Guest's home; and

WHEREAS, Mr. Guest decided to take action, asked a fellow resident to call the police, and ran to the woman's aid; and

WHEREAS, Mr. Guest shouted at the man, causing the man to run away; and

WHEREAS, Mr. Guest chased the man away from the woman and onto a nearby street; and

WHEREAS, Mr. Guess provided valuable information to the El Cerrito Police Department that aided in the capture of the suspect in this incident.

NOW THEREFORE, the City Council of the City of El Cerrito commends Brett Guest for his admirable actions toward protecting his neighbors and aiding in the capture of a dangerous suspect. The City Council extends its appreciation to Mr. Guest in recognition of his quick thinking and selfless actions.

Dated: September 19, 2017

____

Janet Abelson, Mayor

CITY COUNCIL PROCLAMATION TEMPLATE USE

BACKGROUND

A proclamation is a formal declaration, an official public announcement of the City Council. Proclamations are primarily used for ceremonial purposes such as civic celebrations; significant anniversaries of El Cerrito based institutions, corporations, community partners and non-profit organizations; retirements; and recognition of events, programs, individuals, or groups that promote widespread local interest and community concern within the City of El Cerrito and that generally support City Council goals and objectives. A proclamation is differentiated from a resolution in that resolutions approve money and/or set policy.

TEMPLATE INSTRUCTIONS AND EXAMPLES:

1) Create the subheading using Times New Roman 14 font. The rest of the proclamation should be in Times New Roman 12. Example: ***Designating April 16, 2016, as Earth Day in the City of El Cerrito*.**

2) Include 5-7 WHEREAS clauses to provide some background. The first word after "WHEREAS" should be lowercase unless it's a proper noun. All WHEREAS clauses except the final one end with a semicolon and "and." Example: "WHEREAS, the first Earth Day was proclaimed in 1970 in order to foster public awareness of the need to protect the environment and conserve resources; and"

3) The final clause in the proclamation ends with a period. Example: "NOW THEREFORE, the City Council of the City of El Cerrito does hereby proclaim April 16, 2016, as Earth Day in the City of El Cerrito and encourages all residents and businesses to help make El Cerrito a greener, healthier, more sustainable place for all."

4) Proclamations are one page. Do not change the margins. Save your newly entered proclamation text as a new file in your department directory and send the file to the City Clerk within established agenda deadlines. If you need assistance, call 215-4305.

AGENDA BILL

Agenda Item No. 5(B)

Date: September 19, 2017

To: El Cerrito City Council

From: Suzanne Iarla, Assistant to the City Manager
Kristen Cunningham, Senior Human Resources Analyst,
Karen Pinkos, Assistant City Manager

Subject: Presentation on the 2017 E.C.S.T.A.R.S. Internship Program

ACTION REQUESTED

Receive a presentation regarding the 2017 El Cerrito Students Training and Ready for Success ("EC STARS") Internship Program. Suzanne Iarla, Kristen Cunningham and Mr. Corey Mason will provide an overview and the interns will speak briefly about their experience over the summer.

BACKGROUND

2017 is the fifth year of the El Cerrito Students Training and Ready for Success Program, also known as EC STARS. The program is a summer internship program in partnership with the Information Technology and the Media Academies at El Cerrito High School. This year, there were five interns working in the following City Departments:

2016 EC STARS		
Department / Division	**Mentor(s)**	**Intern**
Community Development	Sean Moss	Adonis Diaz
I.T.	Pete Salazar	Josh Rizzolo
Administration (Human Resources & City Management)	Suzanne Iarla & Cheryl Mosby	Zechariah Liou
Recycling	Maria Sanders & Laurenteen Brazil	Gefen Gladstone
Recreation	Janet Bilbas & Bridget Cooney	Valeria Olano

In addition to working approximately 12-15 hours per week in an office, the interns also attended series of classes for academic credit. Class time included reflections on the student's internship experience, reading "Get the Job You Love" by Marjorie Weingrow, presentations by city staff on local government careers, and homework assignments.

The program was coordinated by Corey Mason (teacher), Chris Merrida, TechFutures Program Manager, Suzanne Iarla, Assistant to the City Manager and Kristen Cunningham, Senior Human Resources Analyst.

ANALYSIS

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 strives 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
- Expose youth to career options and opportunities
- Direction to enter into career paths
- Divert youth from anti-social behavior
- Assist youth with inter-personal relations
- Enhance other 21st Century skills

STRATEGIC PLAN CONSIDERATIONS

The EC STARS program helps to achieve a number of strategies identified in the City's strategic Plan. The program strengthens the City's relationship with El Cerrito High School – an objective for both Goal A, "Deliver exemplary government services" and Goal C, "Deepen a sense of place and community identity."

The program also indirectly helps to recruit a talented workforce (an objective of Goal A) by providing local youth the opportunity to experience working for the City and learning about career opportunities in local government. The program also encourages civic involvement by youth, another objective of Goal C.

Reviewed by:

Scott Hanin
City Manager

Agenda Item No. 5(C)

THE CITY OF
EL CERRITO

Human Relations Commission

2017-2018 Work Plan and Prior Accomplishments

Members: Makalia Aga, Georgina Edwards, Gabriel Guenette, Lee Kariuki, Jessica Laird, Margo Parisi, and Mina Wilson

Mission Statement

The Human Relations Commission develops positive human relations through education, encouragement of greater respect and understanding between people, their equal opportunity rights under the law and the recognition of the racial, ethnic, religious and cultural diversity of the El Cerrito community.

The purpose of the Human Relations Commission is to initiate educational and cultural programs, promote tolerance and mutual respect between all persons. When requested by the City Council, the Commission will evaluate and make recommendations regarding discrimination charges levied against the City, upon the direction of the council. Commission members shall be generally representative of the demographics of the City including the racial, religious, age, gender, ethnic, and other groups.

The goal of the Commission is to support positive human relations by promoting recognition, education, respect, understanding and appreciation of the rich diversity of our community. Contributing to the City’s vibrancy, diversity is reflected in areas such as ethnicity, race, language, gender, sexual orientation, physical and mental ability status, religion, and age.

Enabling Legislation: E.C.M.C. 2.04.270

2017-2018 Workplan

Project - Martin Luther King, Jr. Day Celebration

Goal: Honor the legacy of Martin Luther King, Jr., and celebrate our community's diversity and cultural richness

Proposed Tasks: Participate in the planning and organization of the annual MLK Day Celebration, including assisting in the planning of the parade, program, outreach, and other special activities (such as moving viewing)

Timeline: October 2017 - January 2018

Project - HRC Student Commissioner

Goal: Increase involvement of students with the HRC and its meetings and events for the betterment and cultural diversity of the El Cerrito Community.

Proposed Tasks: Conduct outreach with local high school administrators and educators; invite applicants to apply; review and interview candidates; select commissioner to join HRC; assign tasks and project based on HRC events and outreach goals.

Timeline: September 2017 - May 2018

Project - Not Alone: Becoming Allies Workshop

Goal: In conjunction with the Anti-Defamation League, provide a workshop opportunity for community members to learn how to support each other as upstanding allies and prevent bullying through facilitated workshops and discussions.

Proposed Tasks: Develop workshop structures and themes for the community building sessions and discussions in conjunction with co-sponsor; facilitate break-out groups as needed

Timeline: February 2018 - April 2018

Project - Loving Day

Goal: Celebrate the U.S. Supreme Court decision of *Loving v. Virginia*, which overturned the ban on interracial marriage, and celebrate marriage equality and the multiculturalism, tolerance, and diversity in our community

Proposed Activities: Organize the day's celebration, which includes music, arts/crafts, Loving Quilt, children's activities, screening of Loving documentary, and other activities; conduct outreach.

Timeline: May - June 2018

Ongoing Projects & Goals

- Continue to recognize important societal events and milestones via recommendation of proclamations to the City Council and consideration of larger community events based on ongoing need.
- Promoting and encouraging the HRC as an avenue for voicing ongoing issues, concerns, and inquiries from the community

Prior Accomplishments

2016 Stop Hate Together Campaign

This campaign was created in response to a hate crime that was committed on February 26, 2016, against a family in our city. The Human Relations Commission (HRC) held a forum in March 2016 to hear how this act affected members of the community and to discuss next steps. The community response was tremendous and unified.

In response to this incident, and to show that we will not tolerate hate of any kind toward any person, the HRC created signs for residents and businesses to display that say, "Stop Hate. Together. Not In Our Town." This message was adopted from the Not In Our Town organization, which is a movement to "stop hate, address bullying, and build safe, inclusive communities for all."

2017 Martin Luther King, Jr. Day Celebration

2017 Martin Luther King, Jr. Day Celebration

Sanctuary City Resolutions

On February 1, 2017, the HRC considered an agenda item regarding developing a recommendation to the CIty Council to take action to protect immigrants in our community, including considering elements of “sanctuary cities” and supporting related state legislation (SB 54). That meeting was well-attended by over 70 members of the public, who showed strong support for this recommendation.

The HRC formed a subcommittee that worked with staff liaison Karen Pinkos to draft a proposed resolution for the Council to consider. The HRC unanimously approved two motions: recommending that the Council declare El Cerrito a sanctuary city and that the Council adopt a proposed resolution drafted by staff and the HRC, and that the Council support Senate Bill 54 - the “California Values Act.”

At the March 21, 2017 Council meeting, the City Council moved to adopt both resolutions.

Not Alone: Becoming Allies, April 2017

Loving Day 2017

Other Accomplishments

- Restarted HRC Student Commissioner Program
- Proclamations: Black History Month, Women's History Month, LGBT Pride Month, Asian Pacific Islander Month, Jewish American Heritage Month, Human Rights Day/Month

Thank you!

AGENDA BILL

Agenda Item No. 6

Date: September 19, 2017

To: El Cerrito City Council

From: David Gibson, Fire Marshal
Lance J. Maples, Fire Chief

Subject: Abatement of Fire Hazard Public Nuisance on One Property Pursuant to El Cerrito Municipal Code Chapter 16.26

ACTION REQUESTED

Conduct a public hearing and upon conclusion adopt a resolution confirming the cost of abatement of public nuisance conditions resulting from the presence of weeds, rubbish, litter or other flammable material on private property designated in Exhibit A to the resolution as authorized by El Cerrito Municipal Code Chapter 16.26.

BACKGROUND

The Fire Department has completed its annual fire hazard abatement program. The purpose of this program is to remove weeds, dry grass, stubble, brush, rubbish, litter and other flammable material from private properties where such flammable material endangers the public safety by creating a public nuisance and a fire hazard.

Notices were sent to 123 parcel owners notifying them that hazards existed on their parcels. With support and help from the Fire Department all but one property owner abated the hazards on their parcels.

The property owner identified in Exhibit A failed to abate the fire hazards on their property. For this property the City has followed a statutory procedure to remove the hazardous conditions. This procedure is specified in the July 18, 2017 Agenda Bill and Resolution No. 2017-57. The owner of the property identified in Exhibit A was notified that if they did not abate the hazardous conditions on their property, the City would do so. They were given the opportunity at a public hearing to object to the City's plan to abate these conditions. On July 19, 2017, the City then sent the owners of the property identified in Exhibit A, a second notice, informing them that the City would perform abatement through its own staff or through private contract. The property owner identified in Exhibit A failed to abate the hazards and the City then performed the abatement work through private contractors.

Notice has been sent to the owner of the property identified in Exhibit A informing them of a scheduled hearing before the City Council on September 19, 2017 to confirm the costs of the abatement work performed on their property.

ANALYSIS

The fire hazard abatement procedure provides ample due process for the affected property owner, well beyond the minimum procedure statutorily required. The most important part of the procedure is that the property owner listed in Exhibit A were given the opportunity to contest whether their property constituted a public nuisance and a fire hazard at a public hearing before the City Council. The property owner did not contest the designation, nor did the property owner voluntarily abate the nuisance conditions. The City Council therefore directed City staff to abate said conditions.

This matter appears before the City Council for the sole purpose of confirming the abatement costs already incurred by the City for the property identified in Exhibit A. At this hearing, the City Council should review the reasonableness of the costs of abatement as specified, and then determine the abatement costs to be assessed. The proposed resolution provides for confirmation of the report of abatement costs, and the attached Exhibit B specifies the administrative costs associated with the property. Once confirmed by the City Council, the costs of abating the nuisance will be forwarded to the County Auditor by September 28, 2018 for assessment to the individual property and a lien will be recorded with the County Recorder.

FINANCIAL CONSIDERATIONS

The abatement work has been completed by contract labor and the City has paid the contractors a total of $1,150.00 for their work. The City and County administrative costs of $965.00 have been added, bringing the total cost to $2,115.00. These costs include 1) Fire Department investigation, boundary determination and supervision of the contract labor; and 2) City Administration costs for the program. For the City to fully recover the direct and indirect costs of $2,115 already incurred for the abatement work performed, the City Council should confirm the costs of abatement now so that these costs can be forwarded to the County for collection from the property owner.

LEGAL CONSIDERATIONS

The City Attorney has reviewed and approved the process.

Reviewed by:

Scott Hanin, City Manager

Attachments:

1. Resolution 2017-XX
2. Exhibit A – Property List
3. Exhibit B – Cost Analysis and Contractor Invoice for Abatement

RESOLUTION NO. 2017–XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO CONFIRMING THE REPORT OF THE COSTS OF ABATEMENT OF PUBLIC NUISANCE CONDITIONS RESULTING FROM THE PRESENCE OF WEEDS, RUBBISH, LITTER OR OTHER FLAMMABLE MATERIAL ON THE PRIVATE PROPERTY DESIGNATED HEREIN UNDER THE AUTHORITY CONTAINED IN EL CERRITO MUNICIPAL CODE SECTION 16.26

WHEREAS, El Cerrito Municipal Code Section 16.26, et seq. provides a method by which a local legislative body may abate public nuisance conditions on private property relating to weeds, rubbish, litter or other flammable material which creates a fire hazard, a menace to the public health or which is otherwise noxious or dangerous; and

WHEREAS, pursuant to El Cerrito Municipal Code Section 16.26 the El Cerrito City Council declared, through Resolution No. 2017-56, that the properties identified herein in Exhibit A constitute a public nuisance because the presence of weeds, rubbish, litter or other flammable material on the properties created a fire hazard, a menace to the public health, or were otherwise noxious or dangerous; and

WHEREAS, through Resolution No. 2017-57 the City Council directed, under the further authority of El Cerrito Municipal Code Section 16.26, that notice be provided to the owners of the properties identified in Exhibit A informing the owners that if they did not abate the nuisance conditions, that these conditions would be abated by the City, and that upon confirmation, the abatement costs would constitute a lien upon the properties until paid; and

WHEREAS, through Resolution No. 2017-57 the City Council further directed that a public hearing be scheduled at which time the owners of the properties identified in Exhibit A could present objections to the designation of their property as a public nuisance and objections to the abatement of these public nuisance conditions by the City; and

WHEREAS, notice designating the properties identified in Exhibit A a public nuisance and informing the owners of the properties of the right to object to such designation and proposed abatement by the City was provided to the owners of the properties as required by Government Code Sections 39560 through 39588; and

WHEREAS, the owners of the properties identified in Exhibit A did not appear at the July 18, 2017 public hearing to contest the public nuisance designation or to object to the abatement of the public nuisance conditions by the City; and

WHEREAS, at the conclusion of the July 18, 2017 public hearing, the City Council, by Resolution No. 2017-57 for Exhibit A, directed the City Manager or designee to abate those public nuisance conditions as provided for by El Cerrito Municipal Code Section 16.26 and Government Code Section 39560 through 39588; and

WHEREAS, the City Council further directed that the City Manager or designee to keep an account of the cost of abatement for each property on which work was performed and that a report be prepared and presented to the City Council so that, after notice and hearing, these abatement costs could be confirmed as a special assessment against the property; and

WHEREAS, after the adoption of Resolution No. 2017-57 a second notice was mailed to the owners of the properties identified in that resolution again informing the property owners that if they did not abate the public nuisance conditions on the properties, that the City would abate these nuisance conditions and assess the abatement costs against the properties; and

WHEREAS, as required by El Cerrito Municipal Code Section 16.26 the El Cerrito City Council conducted a hearing on September 19, 2017 at which an opportunity was given to voice objections regarding the report and the assessment of the abatement costs for the properties identified in Exhibit A of this Resolution. Notice of the hearing was provided to the owners of the properties; and

WHEREAS, at the September 19, 2017 hearing, the property owners were given the opportunity to object and protest the report and the abatement costs assessed. The property owners were also given the opportunity to present evidence in support of their arguments; and

WHEREAS, such testimony provided at the public hearing included a description of the public nuisance conditions which existed at the property prior to the abatement, a description of the services required to abate those conditions, the cost to the City in abating those conditions and such other matters deemed relevant by the City Council; and

WHEREAS, the City Council does hereby conclude that the abatement costs as contained in Exhibit B, B-1 through B-2, as such costs may have been modified by the City Council after a review of the evidence, are fair and reasonable. This determination is based on the evidence submitted by the property owners, the evidence submitted by City staff, the evidence concerning the nuisance conditions which existed at the property prior to abatement, the evidence concerning the scope of services required to abate those conditions, and such other matters deemed relevant by the City Council.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito does hereby confirm the report of the costs of abatement as contained in Exhibit B, B-1 through B-2 of this Resolution.

BE IT FURTHER RESOLVED that the costs of abatement shall be levied as a special assessment against the property and that these costs shall be certified to the auditor of Contra Costa County so that the costs of abatement shall be collected at the same time and in the same manner as ordinary municipal taxes.

BE IT FURTHER RESOLVED that a certified copy of this Resolution confirming the abatement costs for the properties identified in Exhibit A of this Resolution shall be filed with the County Auditor on or before September 28, 2017.

BE IT FURTHER RESOLVED that the City Manager or designee shall take such action as may be necessary to record the abatement costs for the property identified in Exhibits A and B of this Resolution with the County Recorder as a lien against the property as provided for in El Cerrito Municipal Code Section 16.26

I CERTIFY that at a regular meeting on September 19, 2017 the El Cerrito City Council passed this resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on September XX, 2017.

____
Cheryl Morse, City Clerk

APPROVED:

____
Janet Abelson, Mayor

Agenda Item No. 6
Attachment 2

EXHIBIT A

El Cerrito
List of Real Abated Properties
9-19-2017

APN	Street Address
505-201-009	1224 Contra Costa Dr

FIRE SAFETY CLEARING Aug. 29, 2017
510-541-2130

INVOICE # 48345-1.
To: El Cerrito Fire Dept.
Property: 1224 Contra Dr.
El Cerrito, CA. 94530

Contact Person: Joseph Gagne

PropertyClean-Up
-Weed Abatement, Brush Control
-Dead wood,
-Hauling brush piles
.
*as per City of El Cerrito Fire Dept. codes and reg.

TOTAL DUE……..$1150.00
Thanks, hope everything looks O.K.
Please make check payable to:
Teo Carlone
1224 Masonic Ave.
Berkeley, CA. 94706

Thanks for the work. Hope everything looks O.K.

EXHIBIT B-1

REPORT ON ABATEMENT OF FIRE HAZARDS
EL CERRITO FIRE DEPARTMENT

Property:

Parcel Number:	505-201-009
Property Address:	1224 Contra Costa Dr, DR, EL CERRITO, CA 94530
Contact Address:	1224 Contra Costa Dr, EL CERRITO, CA 94530

Owner' Name: Reducted

Abatement Work Performed:

Description: Clear weeds front and side yard, haul away debris.

Date Work Performed: August 29, 2017

Work Performed By: Fire Safety Clearing
1224 Masonic Ave
Berkeley, CA. 94706
510- 541-2130

Contracted Costs…………………………………………………...….. $1150.00

Administrative Costs: Fire Department Administration, Investigation,
Boundary determination and supervision fees
5 Hrs X $193.00/hr……….…... $965.00

Property Tax collection fee N/C

County Recording and
Administration fees N/C

TOTAL ABATEMENT COST: **$ 2115.00**

Certified by: ______________________________________ Date: ________________________
Joe Gagne
Fire Prevention Officer

Exhibit B-2

EL CERRITO CITY ADMINISTRATIVE COST WORK SHEET

1224 Contra Costa Dr.

6/3/2017 - Initial inspection and notice…..…15 min @ $193.00/hr…………....$48.25

7/17/2017 – Re-inspection ………….……….15 min @ 193.00/hr……….......... 48.25

7/18/2017 - Office work and attend for City Council Meeting Abatement Hearing ……………………………………………………... 60 min @ 193.00/hr….…. 193.00

7/19/2017 – Second notice………………….….15 min @ 193.00/hr.…..….….…. 48.25

8/10/2017- Re-inspection………………………15 min @ 193.00/hr……………..48.25

8/14/2017 - Vendor bid inspection….……..…30 min @ 193.00/hr……..…...... 96.50

8/29/2017 - Vendor observation / inspection…..……30 min @ 193.00/hr…........ 96.50

9/19/2017 - Office work and attend City Council Meeting Cost Hearing …………………………………………………..…....60 min @ 193.00/hr...…. 193.00

9/28/2017 - County Record Abatement Martinez..…..60 min @ 193.00/hr…… 193.00

TOTAL ADMINISTRATIVE COST……….……………………….……… $ 965.00