



**BENICIA CITY COUNCIL
CITY COUNCIL MEETING AGENDA**

**Benicia City Hall, 250 East L Street
April 7, 2020
7:00 PM**

Coronavirus (Covid-19) Advisory Notice

The Solano County Public Health Department has advised that non-essential gatherings should be canceled, postponed, or done remotely. Additional information is available at <http://www.solanocounty.com/depts/ph/ncov.asp>.

This meeting is necessary so that the City can continue to conduct its business and is considered an essential gathering. Consistent with Executive Orders No. 25-20 and No. 29-20 from the Executive Department of the State of California, the meeting will not be physically open to the public. Members of the City Council and staff will participate in this meeting via teleconferencing as permitted under Executive Orders No. 25-20 and No. 29-20.

As always, the public may submit public comments in advance and may view the meeting from home. Below is information on how to watch the meeting via cable and/or live stream and how to send in public comments that will be part of the public record.

How to Watch the Meeting:

- 1) Cable T.V. Broadcast on Channel 27
- 2) Livestream online at www.ci.benicia.ca.us/agendas.

How to Submit Public Comments:

Members of the public may provide public comments to the City Clerk by email at lwolfe@ci.benicia.ca.us. Any comment submitted to the City Clerk should indicate what item of the agenda the comment relates to. Comments received prior to the close of the public comment period for an item will be read into the record, with a maximum allowance of 5 minutes per individual comment, subject to the Mayor's discretion. All comments should be limited to a maximum of 750 words, which corresponds to approximately 5 minutes of speaking time. If a comment is received after the agenda item is heard, but before the close of the meeting, the comment will still be included as a part of the record of the meeting but will not be read into the record.

Any member of the public who needs accommodations should email City Clerk Lisa Wolfe at lwolfe@ci.benicia.ca.us, who will use her best efforts to provide as much accessibility as possible while also maintaining public safety.

Call To Order

1. Convene Open Session (7:00 P.M.)

2. Roll Call

3. Pledge Of Allegiance

4. Reference To The Fundamental Rights Of The Public

The fundamental rights of each member of the public can be found in the municipal code posted on the City's website per section 4.04.030 of the City of Benicia's Open Government Ordinance.

5. Announcements

5.A - OPENINGS ON BOARDS AND COMMISSIONS

- Arts & Culture Commission
1 Full Term, Expiring January 31, 2024

- Community Sustainability Commission
2 Partial Terms, Expiring January 31, 2023
1 Partial Term, Expiring July 31, 2021
1 Full Term, Expiring January 31, 2024

- Historic Preservation Review Commission
2 Full Terms, Expiring January 31, 2024

- Housing Authority Board
2 Full Terms, Expiring January 31, 2024

- Library Board of Trustees
1 Full Term, Expiring July 31, 2022

- Planning Commission
3 Full Terms, Expiring January 31, 2024

- Sky Valley Open Space Committee

2 Full Terms, Expiring January 31, 2024

- Open Government Commission
1 Full Term, Expiring January 31, 2024

6. Proclamations

None

7. Appointments

7.A - CITY COUNCIL APPOINTMENTS; SUBCOMMITTEE'S PREFERENCES FOR BOARDS AND COMMISSIONS

Subcommittee's preference to the Mayor of Susan Garske, reappointment to the Arts and Culture Commission for a full term ending January 31, 2024.

Subcommittee's preference to the Mayor of Mary Eichbauer, reappointment to the Library Board of Trustees for a full term ending July 31, 2022.

Subcommittee's preference to the Mayor of Daina Dravnieks-Apple, reappointment to the Planning Commission for a full term ending January 31, 2024.

Subcommittee's preference to the Mayor of Trevor Macenski, reappointment to the Planning Commission for a full term ending January 31, 2024.

Additional Boards and Commissions Applicants:
Thomas Stanton, Arts and Culture Commission
Will Emes Jr., Community Sustainability Commission

[Garske, Susan, Redacted](#)

[Eichbauer, Mary, Redacted](#)

[Dravnieks-Apple, Daina, Redacted](#)

[Macenski, Trevor, Redacted](#)

[Stanton, Thomas, Redacted](#)

[Emes Jr., Will, Redacted](#)

8. Presentations

None

9. Adoption Of Agenda

10. Opportunity For Public Comments

Members of the public may provide public comments to the City Clerk by email at lwolfe@ci.benicia.ca.us. Any comment submitted to the City Clerk should indicate what item of the agenda the comment relates to. Comments received prior to the close of the public comment period for an item will be read into the record, with a maximum allowance of 5 minutes per individual comment, subject to the Mayor’s discretion. All comments should be limited to a maximum of 750 words, which corresponds to approximately 5 minutes of speaking time. If a comment is received after the agenda item is heard, but before the close of the meeting, the comment will still be included as a part of the record of the meeting but will not be read into the record.

11. Written Comment

12. Public Comment

13. Consent Calendar

Items listed on the Consent Calendar are considered routine and will be enacted, approved or adopted by one motion unless a request for removal or explanation is received from a Council Member, Staff or member of the public. Items removed from the Consent Calendar shall be considered immediately following the adoption of the Consent Calendar.

13.A - APPROVAL OF CITY COUNCIL MINUTES FROM MARCH 3, 2020 & MARCH 19, 2020 SPECIAL MEETING

Recommendation:
Approve the minutes.

[March 3, 2020 City Council Meeting Minutes](#)

[March 19, 2020 Special City Council Meeting Minutes](#)

13.B - AWARD CONTRACT FOR AUDITING SERVICES TO MAZE & ASSOCIATES (Finance Director)

The City of Benicia’s contract for professional auditing services has expired. After issuing a Request for Proposals (RFP), reviewing proposals, and interviewing highly qualified candidates, City staff recommends awarding the contract for professional auditing services to Maze & Associates.

Recommendation:
Move to adopt the resolution (Attachment 1) awarding the contract for professional auditing services (Attachment 2) to Maze & Associates for Fiscal Years 2019-20 through 2021-22, with the option to extend through FY 2023-24. The total not-to-exceed amount of the contract is \$317,216 for the full five years.

[Staff Report - Award Audit Contract to Maze & Associates](#)

[1. Resolution - Award Audit Contract to Maze & Associates](#)

[2. Contract with Maze & Associates](#)

13.C - PURCHASE OF VACUUM HYDRO-CLEANER VEHICLE FOR PUBLIC WORKS MAINTENANCE (Public Works Director)

A vacuum hydro-cleaner vehicle contains specialized equipment for cleaning and flushing sewer mains, cleaning sewer lift stations and storm drains, and hydro-excavating utility lines. This unit, made by Vactor, will support Public Works maintenance activities while the current 2013 unit (Vehicle #200, also made by Vactor) is in service on separate activities or out of service for repair and maintenance.

Recommendation:

Move to adopt a resolution (Attachment 1) authorizing the purchase of a vacuum hydro-cleaner vehicle made by Vactor for the Public Works Department from Owen Equipment in the amount of \$464,108.35 and authorizing the City Manager to sign the purchase order on behalf of the City.

[Staff Report - Purchase of Vacuum Hydro-Cleaner Vehicle](#)

[1. Resolution - Purchase of Vacuum Hydro-Cleaner Vehicle](#)

13.D - SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING BENICIA MUNICIPAL CODE CHAPTERS 1.36 (VOLUNTARY CODE OF FAIR CAMPAIGN PRACTICES), 1.40 (DISCLOSURE OF CONTRIBUTIONS AND EXPENDITURES IN CANDIDATE AND BALLOT MEASURE ELECTIONS) AND 1.42 (CONTRIBUTION AND VOLUNTARY SPENDING LIMITS) (City Attorney)

On January 6, 2020, the Benicia City Council considered amendments to the Benicia Municipal Code (“BMC”) Chapters 1.36 (Voluntary Code of Fair Campaign Practices), 1.40 (Disclosure of Contributions and Expenditures in Candidate and Ballot Measure Elections) and 1.42 (Contribution and Voluntary Spending Limits) proposed by the Benicia Open Government Commission (“OGC”). The City Council provided direction to the City Attorney’s office as to which of the OGC’s proposed amendments should be included in an ordinance. The City Attorney’s office has drafted an ordinance reflecting the City Council’s direction.

Recommendation:

Move to adopt the Ordinance (Attachment 1) of the City Council amending Benicia Municipal Code Chapters 1.36 (Voluntary Code of Fair Campaign Practices), 1.40 (Disclosure of Contributions and Expenditures in Candidate and Ballot Measure Elections) and 1.42 (Contribution and Voluntary Spending Limits) and finding the ordinance exempt under the California Environmental Quality Act.

[Staff Report – 2nd Reading - Amendments to Campaign Related Regulations](#)

[1. Ordinance - Amendments to Campaign Related Regulations](#)

13.E - ADOPTION OF NEW JOB DESCRIPTIONS AND UPDATED SALARY SCHEDULE (Human Resources Manager)

Employee retention and attraction are growing challenges for many public agencies, including Benicia. To remain current with modern public-sector industry standards and staffing needs, modifications to current allocated positions, corresponding budget adjustments and approval of new job descriptions for Planning Manager and Executive Assistant to the Police Chief are recommended.

An updated salary schedule is included as part of this staff report, as the California Public Employee's Retirement System (CalPERS) requires adoption of resolutions duly approving and adopting publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5. The salary schedule adds the positions of Planning Manager and Executive Assistant to the Police Chief and approves the salary of the position of Public Safety Dispatch Supervisor, an allocation previously approved.

Recommendation:

Move to adopt the resolution (Attachment 1) approving the job descriptions and salaries of Planning Manager and Executive Assistant to the Police Chief, the job description for Planning Manager (Attachment 2), the job description for Executive Assistant to the Police Chief (Attachment 3), and the modification to the allocation of positions, Personnel Rules (Attachment 4), and corresponding budget adjustments as described in this report; and adopting the publicly available pay schedule (Attachment 5) for all positions discussed in this staff report, as well as the position of Public Safety Dispatch Supervisor.

[Staff Report - Job Descriptions and Updated Salary Schedule](#)

[1. Resolution - Job Descriptions and Updated Salary Schedule](#)

[2. Job Description - Planning Manager](#)

[3. Job Description - Executive Assistant to the Police Chief](#)

[4. Personnel Rules Section 1.6 Revision](#)

[5. Salary Schedule - Revised 3-05-2020](#)

13.F - APPROVAL TO WAIVE THE READING OF ALL ORDINANCES INTRODUCED OR ADOPTED PURSUANT TO THIS AGENDA (City Attorney)

14. Business Items

**14.A - FIRST READING OF AN ORDINANCE AMENDING BENICIA MUNICIPAL
CODE CHAPTERS 1.36 (VOLUNTARY CODE OF FAIR CAMPAIGN PRACTICES) AND
1.40 (DISCLOSURE OF CONTRIBUTIONS AND EXPENDITURES IN CANDIDATE**

AND BALLOT MEASURE ELECTIONS) REGARDING POLITICAL ACTION COMMITTEES (City Attorney)

On March 3, 2020, the Benicia City Council considered amendments to the Benicia Municipal Code (“BMC”) Chapters 1.36 (Voluntary Code of Fair Campaign Practices), 1.40 (Disclosure of Contributions and Expenditures in Candidate and Ballot Measure Elections) and 1.42 (Contribution and Voluntary Spending Limits) proposed by the Benicia Open Government Commission (“OGC”). The City Council waived the first reading, read the ordinance by title only and referred the ordinance to second reading for adoption. The City Council also directed the City Attorney’s office to return with further amendments regarding Political Action Committees, which amendments are described in greater detail below.

Recommendation:

Move to waive the first reading and introduce an ordinance (Attachment 1) of the City Council amending Benicia Municipal Code Chapters 1.36 (Voluntary Code of Fair Campaign Practices), 1.40 (Disclosure of Contributions and Expenditures in Candidate and Ballot Measure Elections) regarding Political Action Committees and finding the ordinance exempt under the California Environmental Quality Act.

[Staff Report - Amendments to Campaign Regulations Regarding Political Action Committees](#)

[1. Ordinance - Amendments to Campaign Regulations Regarding Political Action Committees](#)

14.B - UPDATE ON CITY OF BENICIA’S RESPONSES AND ACTIONS TO THE LOCAL EMERGENCY DUE TO COVID 19 AND A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA IMPOSING CERTAIN RULES AND REGULATIONS DETERMINED AS NECESSARY TO SAFEGUARD LIFE AND PROPERTY (City Manager)

Pursuant to Government Code section 8634, during a local emergency, a city may promulgate orders and regulations necessary to provide for the protection of life and property. Over the past three weeks, the City has undertaken numerous measures in response to the local emergency stemming from COVID-19. This report includes a summary update for the Council and the community of key information and actions taken to date. Additionally, the City Manager, acting in her dual role as the Director of Emergency Services has recommended, and the City Attorney’s office has reviewed, further rules and regulations which rules would safeguard life and property during the state of emergency. These rules are regulations are proposed in the attached Resolution and include: (1) Suspension of deadlines for responding to California Public Records Act (CPRA) requests imposed by the Benicia Municipal Code Chapter 4.12; (2) suspension of all service disconnections and late charges for nonpayment of service fees for both residential and commercial water and sewer customers; and (3) suspension of Transient Occupancy Tax remittance requirements.

Recommendation:

Move to adopt the proposed resolution of the City Council of the City of Benicia implementing various rules and regulations in order to protect the health and safety of the City of Benicia and community at large.

[Staff Report - Update on Responses and Actions to Local Emergency and Resolution Imposing Rules and Regulations Necessary to Safeguard Life and Property](#)

[1. Resolution - Rules and Regulations Necessary to Safeguard Life and Property](#)

14.C - URGENCY ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON RESIDENTIAL AND TENANT EVICTIONS DURING STATE OF EMERGENCY DUE TO COVID-19 (City Attorney)

The proposed urgency ordinance would impose a temporary moratorium on residential and tenant evictions during the current state of emergency which has been declared in response to COVID-19. The City's authority to impose such a moratorium stems from the Governor's Executive Order N-28-20 which was issued on March 16, 2020.

Recommendation:

Move to adopt the Urgency Ordinance (Attachment 1) of the City Council of the City of Benicia imposing a temporary moratorium on residential and commercial evictions in the City.

[Staff Report - Urgency Ordinance - Temporary Eviction Moratorium](#)

[1. Urgency Ordinance - Temporary Eviction Moratorium](#)

[2. Emergency Eviction Moratorium Order](#)

15. Adjournment (9:30 P.M.)

Public Participation

The Benicia City Council and its Boards and Commissions welcome public participation.

Pursuant to the Brown Act, each public agency must provide the public with an opportunity to speak on any matter within the subject matter jurisdiction of the agency and which is not on the agency's agenda for that meeting. The City Council allows speakers to speak on non-agendized matters under public comment, and on agendized items at the time the agenda item is addressed at the meeting. Comments are limited to no more than five minutes per speaker. By law, no action may be taken on any item raised during the public comment period although informational answers to questions may be given and matters may be referred to staff for placement on a future agenda of the City Council.

Should you have material you wish to enter into the record, please submit it to the City Manager.

Disabled Access or Special Needs

In compliance with the Americans with Disabilities Act (ADA) and to accommodate any special needs, if you need special assistance to participate in this meeting, please contact Alan Shear, the ADA Coordinator, at (707) 746-4200. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting.

Meeting Procedures

All items listed on this agenda are for Council discussion and/or action. In accordance with the Brown Act, each item is listed and includes, where appropriate, further description of the item and/or a recommended action. The posting of a recommended action does not limit, or necessarily indicate, what action may be taken by the City Council.

Pursuant to Government Code Section 65009, 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 public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. You may also be limited by the ninety (90) day statute of limitations in which to challenge in court certain administrative decisions and orders (Code of Civil Procedure 1094.6) to file and serve a petition for administrative writ of mandate challenging any final City decisions regarding planning or zoning.

The decision of the City Council is final as of the date of its decision unless judicial review is initiated pursuant to California Code of Civil Procedures Section 1094.5. Any such petition for judicial review is subject to the provisions of California Code of Civil Procedure Section 1094.6.

Public Records

The agenda packet for this meeting is available at the City Manager's Office and the Benicia Public Library during regular working hours. To the extent feasible, the packet is also available on the City's web page at www.ci.benicia.ca.us under the heading "Agendas and Minutes." Public records related to an open session agenda item that are distributed after the agenda packet is prepared are available before the meeting at the

City Manager's Office located at 250 East L Street, Benicia, or at the meeting held in the Council Chambers. If you wish to submit written information on an agenda item, please submit to the City Clerk as soon as possible so that it may be distributed to the City Council. A complete proceeding of each meeting is also recorded and available through the City Clerk's Office.

Contact Your Council Members

If you would like to contact the Mayor or a Council Member, please call the number listed below to leave a voicemail message.

Mayor Patterson: 746-4213

Vice Mayor Strawbridge: 746-4213

Council Member Campbell: 746-4213

Council Member Young: 746-4213

Council Member Largaespada: 746-4213

Gender *

Female

Date of Birth

Benicia, CA Application

Profile

Mary _____ Eichbauer _____
First Name Middle Initial Last Name

Email Address

Street Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

Solano Symphony Orchestra _____
Employer Job Title

Which Boards would you like to apply for?

Library Board of Trustees: Submitted

Interests & Experiences

Why are you interested in serving on a board or commission?

I've served on this board for many years, and I continue to believe that a library constitutes the heart of its community. The Benicia Library provides all the services of a traditional library, as well as serving as a community and cultural center for enjoyment and life-long learning. As a person with a strong interest in the arts, I appreciate how closely the Benicia Library remains to literature, art, and music, providing materials and free events for the community to enjoy. I have watched this institution evolve over the past several decades, and I would like to continue to help guide it into the future.

Upload a Resume

Demographics

Gender *

Female

Date of Birth

Benicia, CA Application

Profile

Daina _____ Dravnieks-Apple _____
 First Name Middle Initial Last Name

 Email Address

 Street Address

 Suite or Apt

 City

 State

 Postal Code

 Primary Phone

 Alternate Phone

U.S. Forest Service Research
 and Development, retired
 Employer

Director Knowledge
 Management and
 Communications
 Job Title

Which Boards would you like to apply for?

Planning Commission: Submitted

Interests & Experiences

Why are you interested in serving on a board or commission?

I wish to contribute to the Benicia community by offering my skills in land management planning, policy analysis, and regulations and appeals and litigation for 39 years with the U.S. Forest Service to help Benicia continue to be a vibrant and beautiful small city and preserving its unique historic and cultural characteristics while exploring new economic development opportunities.

[Dravnieks-Apple_Publication.pdf](#)

Upload a Resume

Demographics

Gender *

Female

 Date of Birth



Professional Narrative Approval Page

2019
Professional Narrative

For Immediate Release

Daina Dravnieks Apple Presented with the Albert Nelson Marquis Lifetime Achievement Award by Marquis Who's Who

Ms. Apple has been endorsed by Marquis Who's Who as a leader in the forestry industry

BENICIA, CA, July 19, 2017 — Marquis Who's Who, the world's premier publisher of biographical profiles, is proud to present Daina Dravnieks Apple with the Albert Nelson Marquis Lifetime Achievement Award. An accomplished listee, Ms. Apple celebrates many years' experience in her professional network, and has been noted for achievements, leadership qualities, and the credentials and successes she has accrued in her field. As in all Marquis Who's Who biographical volumes, individuals profiled are selected on the basis of current reference value. Factors such as position, noteworthy accomplishments, visibility, and prominence in a field are all taken into account during the selection process.

Currently serving as the planning commissioner for Benicia, CA, Ms. Apple spent almost 40 years of her career with the United States Forest Service of the U.S. Department of Agriculture, in which she held many different roles. The most recent position she held in the service was as the director of knowledge, management, and communications from 2013 to 2015. From 2005 to 2013, she acted as the staff assistant to the deputy chief of research and development, and from 2004 to 2005, she held the same position for the deputy chief of programs and legislation in Washington D.C. Ms. Apple began her career at the U.S. Forest Service in 1975 as an economist at the Pacific Southwest Research Station in Berkeley, California.

Previously, Ms. Apple acted as the administrator of workplace relations of the U.S. Forest Service Pacific Southwest Region in California from 2002 to 2004. Ms. Apple served the agency in Washington, D.C. as a policy analyst from 1998 to 2002, a strategic planner of the Resources Planning Assessment staff from 1995 to 1998, and as an assistant regulatory officer from 1990 to 1995. In addition, she served as the program analysis officer of engineering and as the manager of regional land use appeals for the agency in San Francisco. Ms. Apple was a designated federal officer of the Forestry Research Advisory Council for the Secretary of Agriculture from 2006 to 2015. She was a member of the Society of American Foresters' Board of Forest Science and Technology from 2004 to 2008.

Ms. Apple graduated from the University of California, Berkeley with a Master of Arts in 1980 and a Bachelor of Science in 1977. She is the author of such texts as "Public Involvement in the Forest Service-Methodologies," "Public Involvement, Selected Abstracts for Natural Resource Managers," "The Management of Policy and Direction in the Forest Service," "An Analysis of the Forest Service Human Resource Management Program," and "Organization Design-Abstracts for Natural Resource Users." Furthermore, she has authored "Social and Legal Forces Changing the Management of National Forests," "Water and the Forest Service," "The Forest Service as a Learning Organization," "Evolution of U.S. Water Policy," and "Toward a Unified Federal Policy." She has also been a contributing editor to *Women in Natural Resources* since 1987.

Ms. Apple has been a member of multiple notable organizations. As a member of the Phi Beta Kappa Association, she acted as the national secretary from 1985 to 1988 following a term as the president of the Northern California Association from 1982 to 1984. Additionally, the Northern California Association of Phi Beta Kappa commended her with the Distinguished Service Award. She was also a member of Ecological Society of America, the American Association for the Advancement of Science, the American Institute of Biological Sciences, the Washington, D.C. Academy of Sciences, the New York Academy of Sciences, and Sigma Xi.

A fellow of the National Capital Society of American Foresters, Ms. Apple acted as the chair of the society in 2000. She was honored as a Harvard Kennedy School Senior Executive Fellow. She has been featured in Who's Who in Finance and Business, Who's Who in Finance and Industry, Who's Who in America, Who's Who in the East, Who's Who in the South and Southwest, Who's Who in the West, Who's Who in the World, Who's Who of American Women, and Who's Who of Emerging Leaders in America.

A native of Kuldiga, Latvia, Ms. Apple spends her spare time enjoying ballroom dancing, tennis, film, and engaging in politics. She is married to Martin Apple and has one child, Almira Moronne.

In recognition of outstanding contributions to her profession and the Marquis Who's Who community, Ms. Apple has been featured on the Albert Nelson Marquis Lifetime Achievement website. Please visit www.ltachievers.com for more information about this honor.

About Marquis Who's Who®:

Since 1899, when A. N. Marquis printed the First Edition of Who's Who in America®, Marquis Who's Who® has chronicled the lives of the most accomplished individuals and innovators from every significant field of endeavor, including politics, business, medicine, law, education, art, religion and entertainment. Today, Who's Who in America® remains an essential biographical source for thousands of researchers, journalists, librarians and executive search firms around the world. Marquis® publications may be visited at the official Marquis Who's Who® website at www.marquiswhoswho.com.

Benicia, CA Application

Profile

Trevor _____ Macenski _____
 First Name Middle Initial Last Name

 Email Address

 Street Address

 Suite or Apt

 City

 State

 Postal Code

 Primary Phone

 Alternate Phone

PAC North Stantec _____
 Employer

Principal Environmental Business _____
 Job Title

Which Boards would you like to apply for?

Planning Commission: Appointed

Interests & Experiences

Why are you interested in serving on a board or commission?

Upload a Resume

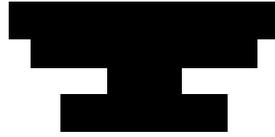
Demographics

Gender *

Male

Date of Birth

TOM STANTON



Resume

THOMAS ERIC STANTON

BORN: [REDACTED]

Los Angeles, CA

EDUCATION:

- 1992, 1994, 1997, 2001, 2003, 2005, 2007 Travel: Yucatan, Mexico
- 1983 Travel: Italy, Spain
- 1982 Worked: Florence, Italy
- 1978 M.F.A. in Studio Art, University of California, Irvine, CA
- 1977 Travel: Holland, England, Germany, France
- 1976 Attended Claremont Graduate School, Claremont, CA
- 1975 B.A. in Art Theory, University of California, Irvine, CA
- 1968 Worked with Millard Sheets on Mural Projects
- 1966 United States Merchant Marine
- 1965 Worked: Guatamala, Mexico

SOLO EXHIBITIONS: [“*”=Catalogue]

- 2007 Olson Realty, Benicia, CA
- 1997 “Hawaiian Series”, LA Artcore, Los Angeles, CA
- 1996 Morphos Gallery, San Francisco, CA
- 1995 Space Gallery, Los Angeles, CA
- 1994 Space Gallery, Los Angeles, CA
- 1993 Space Gallery, Los Angeles, CA

- 1993 Morphos Gallery, San Francisco, CA
- 1991 * Olga Dollar Gallery, San Francisco, CA
- 1991 Space Gallery, Los Angeles, CA
- 1991 Suzanne Dey Contemporary Art, Menlo Park, CA
- 1990 Space Gallery, Los Angeles, CA
- 1989 Space Gallery, Los Angeles, CA
- 1988 * Bruce Velick Gallery, San Francisco, CA
- 1987 Space Gallery, Los Angeles, CA
- 1986 Space Gallery, Los Angeles, CA
- 1986 * "Palace Rudel, Part I", Fine Arts Gallery, U.C. Irvine, CA
- 1986 * "Palace Rudel, Part II", Nelson Gallery, U.C. Davis, CA
- 1986 B.A.C.A., Downtown Center for the Arts, Brooklyn, NY
- 1984 Space Gallery, Los Angeles, CA
- 1984 Bruce Velick Gallery, San Francisco, CA
- 1984 Loyola Mary Mount University Art Gallery, Los Angeles, CA
- 1982 Beyond Baroque, Venice, CA
- 1982 Space Gallery, Los Angeles, CA
- 1981 Fine Arts Gallery, Saddleback College, Mission Viejo, CA
- 1981 Exploratorium, C.S.U., Los Angeles, CA
- 1980 Guggenheim Gallery, Chapman College, Orange, CA
- 1979 Stage One Gallery, Orange, CA
- 1977 * Fine Arts Gallery, U.C. Irvine, CA
- 1976 Libra Gallery, Claremont, CA

GROUP EXHIBITIONS: [“*”=Catalogue]

- 2007-06 Benicia Artists' Open Studios, Arts Benicia, Benicia, CA
- 2006 "HiRes / LoRes: art from the ends of the digital spectrum",
Guggenheim Gallery, Chapman College, Orange, CA
- 2006 "Art of the Digital", San Diego, CA

2007-05 “The Art of A Community”, Arts Benicia, Benicia, CA
 1997 “Soundworks”, Catherine Clark Gallery, San Francisco, CA
 1997 “California 5”, Gallery Naito, Nagoya, Japan
 1995 California State University Gallery, San Francisco, CA
 1995 Space Gallery, Los Angeles, CA
 1994 Morphos Gallery, San Francisco, CA
 1994 Long Beach Museum of Contemporary Art, Long Beach, CA
 1993 Richmond Art Center, Richmond, CA
 1993 Olga Dollar Gallery, San Francisco, CA
 1992 Art-Contact, (IFA); Manege, St. Petersburg, Russia
 1992 Artspace, Los Angeles, CA
 1992 Olga Dollar Gallery, San Francisco, CA
 1991 Pence Gallery, Davis, CA
 1991 * Cleveland Center for Contemporary Art, Cleveland, OH
 1991 * Corcoran Gallery of Art, Washington, DC
 1991 “Death Show”, Guggenheim Gallery, Chapman College, Orange, CA

 1990 * Transamerica Galleries, Los Angeles, CA
 1990 “Books by Artists”, San Francisco, CA
 1990 Pence Gallery, Davis, CA
 1990 Pro-Arts Gallery, Oakland, CA
 1990 Richmond Art Center, Richmond, CA
 1990 Suzanne Dey Contemporary Art, Menlo Park, CA
 1990 * Emeryville Art Association, Emeryville, CA
 1989 De Young Museum, San Francisco, CA
 1989 Gallery 44, Oakland, CA
 1988 Gallery 44, Oakland, CA
 1988 * Atholl-McBean Gallery, S.F.A.I., San Francisco, CA
 1988 * Emeryville Art Association, Emeryville, CA
 1987 Art Corridor, Menlo Park, CA
 1987 Falkirk Cultural Center, San Rafael, CA

1987 Space Gallery, Los Angeles, CA
 1986 Creative Growth Gallery, Oakland, CA
 1986 Richmond Art Center, Richmond, CA
 1986 Works Gallery, Long Beach, CA
 1985 Angel's Gate Cultural Center, San Pedro, CA
 1985 Mount St. Mary's College Art Gallery, Los Angeles, CA
 1985 * Allrich Gallery, San Francisco, CA
 1985 * Pratt Institute, New York, NY
 1984 Bruce Velick Gallery, San Francisco, CA
 1984 * Fisher Art Gallery, U.S.C., Los Angeles, CA
 1984 Pratt Institute, Brooklyn, NY
 1983 Space Gallery, Los Angeles, CA
 1983 * Atholl-McBean Gallery, S.F.A.I., San Francisco, CA
 1982 Fine Arts Gallery, Santa Monica College, Santa Monica, CA
 1982 O.C.C.A., Orange, CA
 1981 "Three Views at Space", Space Gallery, Los Angeles, CA
 1981 Exploratorium Gallery, C.S.U., Los Angeles, CA
 1981 Space Gallery, Los Angeles, CA
 1981 * "Alumnus, U.C.I.", U.C. Irvine, CA
 1980 "Three Artists", Artspace, Los Angeles, CA
 1980 Artspace, Los Angeles, CA
 1979 "Artist's Books", [Traveling] Fine Arts Gallery, U.C. Irvine, CA
 1975 "Erotic Art Show", Floating Wall Gallery, Santa Ana, CA
 1974 * "1965-1975", La Jolla Museum of Contemporary Art, La Jolla, CA

 1974 "Drawings", Floating Wall Gallery, Santa Ana, CA
 1974 * "Autographics", Fine Arts Gallery, Golden West College, CA
 1973 All California Artists Show, Pomona, CA

SELECTED PERFORMANCES: [“*”=Catalogue]

- 1986 “Balerethon”, B.A.C.A., Downtown Center for the Arts, Brooklyn, NY
- 1986 * “Palace Rudel”, Nelson Gallery, U.C. Davis, CA
- 1982 “Medieval Fever”, Beyond Baroque, Venice, CA
- 1981 “Urban Fever”, Exploratorium, C.S.U., Los Angeles, CA
- 1980 “Traveling Show”, Stage One Gallery, Orange, CA
- 1980 “No Time for Flowers”, Fine Arts Gallery, Saddleback College, Mission Viejo, CA
- 1979 “Organ”, Fine Arts Theatre, U.C. Irvine, CA
- 1978 “Selbstbildnis”, Fine Arts Gallery, U.C. Irvine, CA

SELECTED PUBLICATIONS: [“*”=Catalogue]

- 1991 * “42nd Corcoran Biennial”, Terri Sultan
- 1991 Kenneth Baker, November 17, 1991, San Francisco Chronicle
- 1991 * “Cruciformed”, David Rubin
- 1991 September, 1991, Washington Post
- 1990 “Silicon Seduction”, Kathryn Henkens
- 1990 Kenneth Baker, November 11, 1990, San Francisco Chronicle
- 1990 * “Portraits, Art Crowd”, Security Pacific Bank
- 1989 * “Collecting on a Shoestring”, Long Beach Museum
- 1988 Michael Laurence, March 1988, Art in America
- 1988 * “Come As You Art!”, Newport Harbor Art Museum
- 1988 * “‘The Precious Object’”, Atholl-McBean Gallery, S.F.A.I.
- 1987 Lawrence Gipe, November 21, 1987, Artweek
- 1987 Suvanne Geer, Los Angeles Times
- 1986 Rebecca Solnit, Artweek
- 1986 Robert Pincus, Los Angeles Times

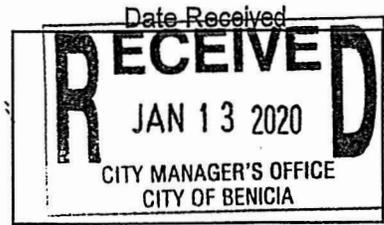
- 1986 Charles Shear, Oakland Tribune
- 1986 Ellen Schlesinger, Sacramento Bee
- 1986 Michael Laurence, The West Hollywood Paper
- 1986 * "A Place A Part", Christopher C. French
- 1986 * "Palace Rudel", Thomas Eric Stanton
- 1986 * "U.C. Irvine, 1985-1986", Melinda Wortz
- 1984 David Rubin, Art in America
- 1984 William Hemmerdinger, Art Scene
- 1984 Mark Van Proyen, Artweek
- 1984 William Wilson, Los Angeles Times
- 1984 Thomas Albright, San Francisco Chronicle
- 1984 * "Auction Catalogue", Richard Polski, Pro-Arts
- 1983 * "...Pas Le Surrealisme", U.S.C.
- 1982 Melinda Wortz, Art News
- 1982 David Rubin, Images & Issues
- 1982 Robert Pincus, July 16, 1982, Los Angeles Times
- 1982 Suzanne Muchnik, December 19, 1992, Los Angeles Times
- 1981 Kathleen Bonner, Images & Issues
- 1981 * "Contemporary...Triptychs", David Rubin
- 1975 * "1965-1975", Melinda Wortz

PUBLIC COLLECTIONS:

- Museum of Albuquerque, NM
- Chemical Bank
- Corcoran Gallery, Washington, DC
- The Contemporary Museum, Honolulu, HI
- Museum of Contemporary Art, Phoenix, AZ
- Newport Harbor Art Museum, Newport Beach, CA
- Prudential Insurance Company
- Richmond Art Center, Richmond, CA
- Guggenheim Collection, Orange, CA

SELECTED PRIVATE COLLECTIONS:

Lucy Adelman, Rosie & Frank Aguirre, Price Amerson, Craig Antrim, Monica Bain, Slater Baron, Albert Beach, Ken & Sandy Bleifer, Tamara Bower, Margy Boyd, Neil Brazelton, Jamie Brunson, Grace Clark, Mr. & Mrs. Orville C. Clark Jr., Jeri Coates, Carol Cohen, Ted Cohen, Jean Davis, Suzanne Dey, Frank Dixon, Olga Dollar, Pat Dunham, Sheila Erickson, Christopher French, Estate of Harry Fritzius, Maribeth Grant, Donald Grant, Michael Gregory, Jos & Kathryn Henkens, Ellen Hill, Dennis Hudson & Nancy Noble, Dominico Innocenti, Ferruccio Innocenti, Kate Johnson, Phyllis Kempner, Mike Kendall Jim Metz & Ann Kneeder, Kazumi Kunishima, Edward Den Lau, Jennifer Baron Lin, Jeffrey Linden, Susan & Dr. Brian Mayall, William Mayall, Byung Ok Min, Michael B. Millang, Gladys Moore, Samuel Morse, Elizabeth & Ken Moritz, Anna Valentina Murch, Kathleen Olson, Maggie and Keith Qwens, Elena Phillips, D. Putterman & A. Sherman, Bill Rideout, Kathryn Weller Renfro, Therese Rohan, David Rubin, Carol Segal, Mr. & Mrs. Sidney Sheinberg, Nevin Schreiner, Dustin Shuler, Doug Simay, Barbara Bell Smith, Alfred Sole, David Stein, Wendy Strickman, Teri Sultan, James Switzer, Yale Udoff, Alvaro Vega, Bruce Velick, Blair Winn, Mary Zlot, Karen Zindler.



City of Benicia Board/Commission/Committee Application

It is the intent of the City Council to have Boards, Commissions or Committees composed of people from all geographical, social, environmental and economic sectors of the community and to avoid potential conflicts of interest.

Please check the board, commission, or committee you wish to apply for:

- Arts and Culture Commission
- Benicia Housing Authority Board of Commissioners
- Board of Library Trustees
- Civil Service Commission
- Economic Development Board
- Finance Committee
- Historic Preservation Review Commission
- Human Services Board
- Open Government Commission
- Parks, Recreation & Cemetery Commission
- Planning Commission
- Sustainability Commission
- Sky Valley Open Space Committee
- Uniform Code Board of Appeals

Name: Will Emes Jr.

Address: [REDACTED]

Phone: (Work) Ø (Home) [REDACTED]

(Cell) [REDACTED] Fax: Ø

Email: [REDACTED] years as Benicia resident: 27

Occupation/Employer: Retired journeyman carpenter

Please note your most recent community or civic volunteer experience: Benicia Tree Keeper, Toastmasters

Please describe any applicable experience/training: Worked two summers for the East Bay Regional Park, 1 semester of home landscaping at DVC, certificate of permaculture given by Toby Hemenway, Currently working toward a Land & Water Caretakers certification, own a photovoltaic array

All applications are considered public records and will be retained in an active file for at least one year from date of receipt.

Signature: [REDACTED] Date: January 9, 2020 ²⁶

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MINUTES OF THE
REGULAR MEETING – CITY COUNCIL
MARCH 3, 2020
7:00 PM

City Council Chambers, City Hall, 250 East L Street, complete proceedings of which are recorded on tape.

CALL TO ORDER

Mayor Patterson called the Closed Session to order at 6:00 p.m.

1) CLOSED SESSION (6:00 P.M.)

1.A - CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2):

Number of potential cases: 1

All Council Members were present.

2) CONVENE OPEN SESSION (7:00 P.M.)

Mayor Patterson called the Open Session to order at 7:01 p.m.

3) ROLL CALL

All Council Members were present.

Council Member Largaespada arrived at 7:02 p.m.

Council Member Campbell arrived at 7:04 p.m.

4) PLEDGE OF ALLEGIANCE

5) REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

6) ANNOUNCEMENTS

6.A - ANNOUNCEMENTS FROM CLOSED SESSION, IF ANY

Ben Stock, City Attorney, stated that Council provided direction to Staff. There were no reportable actions taken.

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6.B - MAYOR'S OFFICE HOURS

6.C - OPENINGS ON BOARDS AND COMMISSIONS

Mayor Patterson stated that the meeting would be adjourned in memory of the Porterville firefighters who died in the line of duty recently. She also discussed the recent passing of Dr. Hoe Poh, a member of the Tula Sister Cities Association and an active citizen of Benicia.

7) PROCLAMATIONS

8) APPOINTMENTS

8.A - REAPPOINTMENT OF MICHAEL L. WHITE TO THE BOARD OF TRUSTEES FOR THE SOLANO COUNTY MOSQUITO ABATEMENT DISTRICT TO A FULL TERM ENDING APRIL 30, 2024

1. Recommendation Letter - Michael White 

2. Resolution - Michael White 

On motion of Mayor Patterson, Council approved the adoption of Resolution 20-17, on a roll call by the following vote:

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson

Noes: (None)

RESOLUTION 20-17 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF MICHAEL L. WHITE TO THE BOARD OF TRUSTEES FOR THE SOLANO COUNTY MOSQUITO ABATEMENT DISTRICT TO A FULL-TERM ENDING APRIL 30, 2024

9) PRESENTATIONS

10) ADOPTION OF AGENDA

On motion of Council Member Largaespada, seconded by Vice Mayor Strawbridge, Council approved the Adoption of the Agenda, as presented, on a roll call by the following vote:

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson

Noes: (None)

11) OPPORTUNITY FOR PUBLIC COMMENTS

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12) WRITTEN COMMENT

Seven items received (copies on file).

13) PUBLIC COMMENT

1. Will Emes - Mr. Emes discussed the election and read the locations of all polling locations in Benicia.
2. Suzanne Hyde - Ms. Hyde read a letter on behalf of the Board of Directors of the Benicia Historical Society regarding the Railroad Depot building at the end of First Street.

14) CONSENT CALENDAR

14.A - APPROVAL OF CITY COUNCIL MINUTES FROM FEBRUARY 18, 2020 (City Clerk)

February 18, 2020 City Council Meeting Minutes 

14.B - APPROVAL OF AMENDMENT TO AGREEMENT WITH A&L SERVICES, INC. FOR FIRE DEPARTMENT VEGETATION MANAGEMENT SERVICES (Fire Chief)

Staff Report - Amendment to Agreement for Vegetation Management Services 
1. Resolution - Amendment to Agreement for Vegetation Management Services 
2. Amendment to Agreement with A&L Services, Inc. 
3. Original Contract with A&L Services, Inc. - April 15, 2019 

RESOLUTION 20-18 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE AMENDMENT TO AGREEMENT WITH A&L SERVICES, INC. FOR 2020 VEGETATION MANAGEMENT SERVICES IN THE AMOUNT OF \$107,887.17 AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT AMENDMENT ON BEHALF OF THE CITY

14.C - APPROVE LIST OF STREET PROJECTS TO RECEIVE GAS TAX FUNDING PER SENATE BILL 1 (SB1) (Public Works Director)

Staff Report - List of Street Projects to Receive Gas Tax Funding per SB1 
1. Resolution – List of Street Projects to Receive Gas Tax Funding per SB1 
2. Exhibit A - List of Microsurfacing Streets for FY 19-20 

RESOLUTION 20-19 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE LIST OF STREETS FOR MAINTENANCE AND REHABILITATION PROJECTS AND FUNDING OF GAS TAX EXPENSES PER SENATE BILL 1 (SB1)

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14.D - APPOINTING CITY OF BENICIA’S REPRESENTATIVES FOR COMMUNITY ACTION PARTNERSHIP OF SOLANO, JOINT POWERS AUTHORITY (City Manager)

Staff Report - Appointing City of Benicia's Representatives for Community Action Partnership of Solano JPA 

1. Resolution – Appointing City of Benicia’s Representatives for Community Action Partnership of Solano JPA 

RESOLUTION 20-20 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPOINTING CITY OF BENICIA’S REPRESENTATIVES FOR COMMUNITY ACTION PARTNERSHIP OF SOLANO, JOINT POWERS AUTHORITY

14.E - APPROVAL OF AMENDMENT TO AGREEMENT WITH TRB & ASSOCIATES FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES (Community Development Director)

Staff Report- Agreement Amendment with TRB & Associates 

1. Resolution – Amendment to Agreement with TRB & Associates 

2. Amendment to Agreement with TRB & Associates 

RESOLUTION 20-21 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING AN AMENDMENT TO THE AGREEMENT WITH TRB & ASSOCIATES FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES AND AUTHORIZING THE CITY MANAGER TO SIGN THE AMENDMENT ON BEHALF OF THE CITY

14.F - APPROVAL TO WAIVE THE READING OF ALL ORDINANCES INTRODUCED OR ADOPTED PURSUANT TO THIS AGENDA (City Attorney)

On motion of Council Member Largaespada, seconded by Council Member Young, Council approved the adoption of the Consent Calendar, as presented, on a roll call by the following vote:

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson

Noes: (None)

15) BUSINESS ITEMS

15.A - APPROPRIATION OF \$138,000 TO CONTINUE EXPLORATION OF HOTEL DEVELOPMENT FEASIBILITY (City Manager)

Staff Report - Funding Request for Exploration of Hotel Development Feasibility 

1. Resolution – Funding Request for Exploration of Hotel Development Feasibility 

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2. Pat O'Keefe Biography

RESOLUTION 20-22 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE ALLOCATION OF \$138,000, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO CONSULTING AGREEMENTS FOR DETERMINING THE FEASIBILITY OF A HOTEL DEVELOPMENT ON THE CITY OWNED PARCEL ON EAST 2nd STREET

Lorie Tinfow, City Manager, introduced the agenda item.

Patrick O'Keefe, Special Advisor, Management Partners, reviewed the staff report and a PowerPoint presentation.

Mayor Patterson and Mr. O'Keefe discussed the issue of whether there were alternatives that could be examined or identified as being as good for the City's interest as a hotel, and what public process would be used to ensure the public has a chance to participate.

Vice Mayor Strawbridge and staff discussed AB 1486 and how it applied to this proposed project, and the analysis that was done on the property a few years ago.

Council Member Campbell and Mr. O'Keefe discussed whether there would be an analysis on if there was a shortage of hotel rooms in the City, whether there has been any interest expressed by any hotels to come to Benicia, why Council was doing the analysis and not having an interested hotel do the work, the issue of the soil analysis that was done, concerns regarding the soil containing sludge from the marina dredging, and the need to do the soil samples first before we spend too much money on the analysis. Council Member Campbell stated he would prefer for Council to have control over this issue so the City does not spend too much money.

Council Member Largaespada and Mr. O'Keefe discussed the differences between a business hotel and a boutique hotel, and which would be more appropriate for the area.

Mayor Patterson discussed the need to have the different descriptions of the various types of hotels so Council could have an idea of what the possibilities are.

Mayor Patterson and Mr. O'Keefe discussed how to go about dealing with the public's reaction to the idea of a hotel in the proposed location.

Council Member Young disclosed previous working relationships he had with people involved in the analysis. He and Mr. O'Keefe, and Staff discussed the possibility that the proposed property might not be considered surplus land, the need to determine if the property is surplus land, what the current zoning and height limit is for the property (town core zoning and 2.5 story limit), the current room occupancy rate in Benicia, the recent sale of the garden lot on First Street, whether there was a market for two hotels on First Street, what the current scope of Mr. O'Keefe's contract is and what it could be expanded

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to if this was approved tonight, and whether housing and a hotel could co-exist in one building.

Mayor Patterson discussed support for the fact finding process for this item. She expressed the importance of public participation in the process, AB 1486, how the existing uses affect the current property, her agreement with the proposed process and approach, and if the idea is not viable for the property, she hoped alternatives would be presented to Council.

Public Comment:

1. Barbara Schihl - Ms. Schihl discussed the need for Council to consider other options such as senior and affordable housing in the City.

Mayor Patterson stated the motion to approve the resolution as presented by Staff with the amendment to include the work on AB 1486 (Staff will add bullet points to the current list of bullet points on the resolutions).

Council Member Young asked if Council could add a request that Mr. O'Keefe include a review of housing within the hotel. Ms. Tinfow stated that would need to be a separate direction to Staff.

Council Member Largaespada discussed support for the soil analysis, development of the lot but not for a hotel, whether there was support for making this a property mixed-use development study, and letting investors and developers take the lead on coming up with projects.

Mayor Patterson clarified that Council put the hotel feasibility study on Council's work plan. She discussed support for the proposed resolution.

Vice Mayor Strawbridge discussed support for a hotel in the downtown area, the issue of tourism, the high hotel occupancy in Benicia, and the need to be creative in this opportunity.

Council Member Campbell requested a change to the motion to do the first three bullet points listed in the resolution, then bring it back to Council to approve the remaining \$95,000 to see if it is feasible. He withdrew his second.

Direction to Staff to consider a mixed housing analysis of condominiums or residential use.

Ms. Tinfow discussed the alternative direction to Staff to begin the housing site analysis for other City-owned parcels. Vice Mayor Strawbridge made the motion, which was seconded by Mayor Patterson.

Public Comment

None

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On motion of Vice Mayor Strawbridge, seconded by Mayor Patterson, Council approved the adoption of Resolution 20-22, as amended, on a roll call by the following vote:

Ayes: Vice Mayor Strawbridge, Council Member Young, Mayor Patterson

Noes: Council Member Campbell, Council Member Largaespada

On motion of Vice Mayor Strawbridge, seconded by Mayor Patterson, Council approved giving direction to Staff to begin the housing site analysis for other City-owned parcels, on a roll call by the following vote:

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson

Noes: (None)

15.B - INTRODUCTION OF AN ORDINANCE AMENDING BENICIA MUNICIPAL CODE CHAPTERS 1.36 (VOLUNTARY CODE OF FAIR CAMPAIGN PRACTICES), 1.40 (DISCLOSURE OF CONTRIBUTIONS AND EXPENDITURES IN CANDIDATE AND BALLOT MEASURE ELECTIONS) AND 1.42 (CONTRIBUTION AND VOLUNTARY SPENDING LIMITS) (City Attorney)

Staff Report – Amendments to Campaign Related Regulations 

1. Ordinance – Amendments to Campaign Related Regulations 

ORDINANCE 20 - - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING BENICIA MUNICIPAL CODE CHAPTERS 1.36 (VOLUNTARY CODE OF FAIR CAMPAIGN PRACTICES), 1.40 (DISCLOSURE OF CONTRIBUTIONS AND EXPENDITURES IN CANDIDATE AND BALLOT MEASURE ELECTIONS) and 1.42 (CONTRIBUTION AND VOLUNTARY SPENDING LIMITS) OF TITLE 1 (GENERAL PROVISIONS) REGARDING VARIOUS CAMPAIGN RELATED REGULATIONS

Nira Doherty, Assistant City Attorney, reviewed the staff report.

Council Member Largaespada and Staff discussed what constitutes a push poll, scientific poll, and a persuasive poll, the issue of disclosure and reporting for the various types of polls, and whether Council could direct the City Clerk's office to refer all complaints to the FPPC for investigation.

Council Member Campbell and Staff discussed previous history with using the FPPC for looking into push polls, whether we can require the top three donors for PACS be listed on their communications for independent expenditure campaigns. (consider a reporting process for PACS to list the top three donors on mailers, advertisements, etc.)

Council Member Campbell would prefer to have an independent hearing officer review complaints rather than the FPPC.

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Vice Mayor Strawbridge and Staff discussed who the independent hearing officer would be. The City Attorney's office would hire an outside person with experience in election law with no political policy or stake in the City. The independent hearing officer would come up with a finding. Vice Mayor Strawbridge and Staff discussed the previous findings the FPPC came up with in 2018 when the City logged a complaint.

Council Member Young agreed with requiring the three top donors to a PAC be identified on mailers and advertisements. He and Staff discussed the requirement to list all names addresses etc. of all donors to all campaigns, the issue of persuasive polls, scientific, and push polls, how a persuasive poll is defined, possibly amending the definition of a persuasive poll if two of three of the requirements are met, whether the City could force all polls to stop 60 days prior to an election so there would be time to review them and pursue enforcement if need be prior to an election, the fines and violations listed in the ordinance, and narrowing down when the final extra forum would be added.

Vice Mayor Strawbridge and Staff discussed the issue of persuasive and scientific polls, and whether the City could legally ask for a copy of the questions asked during a poll.

Council Member Campbell discussed the issue of scientific and persuasive polls.

Public Comment:

1. Judy Mejias - Ms. Mejias discussed support for the proposed changes.
2. Sheila Clyatt - Ms. Clyatt discussed support for the proposed changes.

Ms. Doherty clarified that the motion was to introduce the ordinance with the amendment to Section 1.40.140 (a)(1) to change the wording from 'all' to 'two of the three.'

Council Member Young asked if Council was allowed to require in polling (whether persuasive or scientific) that the funder of the polls be identified when they are giving the poll. Ms. Doherty stated that could be done if it was a persuasive poll. There are many State and Federal precedents on disclosure requirements prior to, during, and after advertisements are made verbally or in writing. She would not want to say that definitively, but as long as First Amendment rights are not abridged, it would be defensible.

Council Member Young stated he would like to make the amendment to require the persuasive poll to state who paid for it. Ms. Doherty stated that change would be substantial, and the ordinance would have to be brought back for another introduction and first reading. Mayor Patterson suggested citing State and Federal law so the ordinance would not have to be brought back. Staff will get back to Council on this issue at the next meeting.

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Vice Mayor Strawbridge asked if Council determined the hearing officer would be incorporated, and it would not be using the FPPC. Mayor Patterson clarified the motion was incorporating the hearing officer, and not the alternative of using the FPPC.

Mayor Patterson asked for clarification on Council Member Campbell's request to incorporate language identifying the top three donors of PACS on the mailers. Staff stated they would look into the issue and bring it back to Council.

Mayor Patterson asked Council to consider adding a Section 1.37.010 (literature provided by Mayor Patterson) asking PACS to sign a voluntary code of fair campaign practices. The City could identify the PACS who voluntarily sign it.

Council Member Young and Ms. Doherty discussed how to distinguish between Independent Expenditure, Primarily Formed, and General Purpose Committees.

Vice Mayor Strawbridge discussed how PACS affected the 2018 election.

On motion of Vice Mayor Strawbridge, seconded by Council Member Young, Council approved the Introduction and First Reading of the above Ordinance, on a roll call by the following vote:

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson

Noes: (None)

15.C - MID-YEAR BUDGET UPDATE FOR FY2019-21 (Finance Director)

Staff Report - Mid-Year Budget 2019-21 

1. Resolution Amending FY 2019-20 and FY 2020-21 Budgets 

1a. Exhibit A - General Fund Budget Summary for FY 2019-20 

1b. Exhibit B - General Fund Budget Summary for FY 2020-21 

1c. Exhibit C - All Funds Budget Summary for FY 2019-20 

1d. Exhibit D - All Funds Budget Summary for FY 2020-21 

2. Resolution to Appropriate Unassigned Fund Balance 

2a. Exhibit A - Additional Streets and Roads Funding 

RESOLUTION 20-23 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING THE MUNICIPAL BUDGET FOR FISCAL YEARS 2019-2020 AND 2020-2021

RESOLUTION 20-24 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROPRIATING THE USE OF THE UNASSIGNED GENERAL FUND BALANCE TO MEET COUNCIL PRIORITIES

Cindy Mosser, Finance Director, and Lorie Tinfow, City Manager, reviewed the staff report.

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Mayor Patterson and Staff discussed the issue of paying off the pension obligation bond, increasing BRIP to \$100,000, the wetlands restoration on B Street, available State grant money available, and the need for engineering plans for the B Street repair. Staff stated that the construction drawings in 2014 was \$700,000. The total project was a \$14 million project over several years. Council previously earmarked \$175,000 for the design.

Mayor Patterson discussed the Library Basement Project. Staff stated the project has evolved over the years. At this time, Staff suggested rethinking the project. The original project was for when the City grew to over 40,000 residents. Since the City has not grown that large, it is not a mission critical project. Perhaps there are other projects that are more mission critical for the Library.

Mayor Patterson and Council discussed appropriating the \$2 million for 'pension purposes' without necessarily putting it into the fund right now, support for increasing BRIP to \$100,000.

Council Member Largaespada supported the \$2 million for pension purposes, the additional \$50,000 for BRIP, concern regarding the costs for upgrades to City Hall, the need for confirmation on how much money the community could expect from the Yuba Settlement for historic preservation, concern with the climate action coordinator and public art coordinator, he could not get behind the extra \$525,000 in salaries and wondered if there were more urgent staffing needs.

Council Member Campbell and Staff discussed the need to start fixing up the Depot Building, the Historic Preservation Master Plan, and the need for a clearer idea on the steps moving forward on the Depot Building. Council Member Campbell would like Council to consider \$20,000-\$30,000 to get this going to proceed with conceptual review and public engagement. Council had no objections for the additional \$30,000.

Vice Mayor Strawbridge and Staff discussed the need to get the Depot Building going. She discussed concern regarding the \$2 million for city hall/chamber upgrades. She needs more information on that. She would like to discuss creating a non-profit foundation or public art and use the money for seed money for a non-profit rather than hiring a public art coordinator.

Mayor Patterson clarified that rather than hiring the public art coordinator, the first step would be to have the money as potential seed money for a non-profit foundation. Before that could be done, Council needs more information on that. Staff stated that they believed there were community members working on that. Staff did not have a lot of information on it at this time. Ms. Tinfow stated that it would be nice to have some seed money to get them started. Staff would not be doing a lot of the work, but they would be supporting the community group. Mayor Patterson suggested calling it a 'public art process'. The money could be appropriated, but it would be redirected toward the other possibility.

Council Member Young discussed support for a public art coordinator.

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Council member Largaespada discussed concern regarding the public art and climate action plan coordinator positions. There are more urgent staffing needs. He would like to see a list from Staff on the urgent staffing needs.

Mayor Patterson suggested holding off on the coordinator positions and not appropriating it tonight so it could be discussed later. Staff would need to contact the community group to see when they were available. Mayor Patterson suggested discussing it at Council's workshop.

Council Member Largaespada suggested using interns to staff the coordinator positions. Mayor Patterson suggested he bring information on his suggestion to Council's workshop when the positions are discussed.

Council Member Young discussed concern regarding the city hall upgrades, allocating \$50,000 to the HSB to supplement food for the Community Action Council (since Raley's no longer donates food). Council Member Campbell suggested taking a bit of money from police, and other funds to make up the \$50,000.

Mayor Patterson clarified that Council would add a food provision for CAC and adjustments would be made in the appropriations listed in the staff report.

Public Comment:

1. Sheila Clyatt - Ms. Clyatt discussed the issue of school gardens and the need for funding for them. \$500/school (\$1,500 total).
2. Sarah Westmoreland - Ms. Westmoreland discussed the issue of road resurfacing.

Ms. Tinfow stated that there was previous discussion about allocating funds to HSB to manage grants. Maybe those grants could be food-related activities which would cover the CAC and the garden funding. That could be brought back on the consent calendar. The HSB could take that on and they could manage the grant funding.

Mayor Patterson summarized the following changes to the budget appropriations:

- For priority #1, Council was changing the additional amount from pension trust to 'pension purposes'
- Increasing funding for BRIP to \$100,000
- For the priority of Historic Preservation, Council added an additional \$30,000 for conceptual plans for improvements to the Depot Building (ADA)
- Discuss the two climate action coordinator and public art coordinator positions at Council's workshop
- Appropriate \$50,000 to the HSB to start a grant program that will come back as a consent item

Ms. Tinfow suggested making the following changes to the appropriations to make up the \$130,000 as discussed: reduce the reserve for Council authorized funding for MOU's by \$130,000. So, the new number would be \$870,000.

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On motion of Council Member Largaespada, seconded by Vice Mayor Strawbridge, Council approved the adoption of Resolution 20-23, with additional direction to Staff, on a roll call by the following vote:

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson
Noes: (None)

On motion of Council Member Young, seconded by Vice Mayor Strawbridge, Council approved the adoption of Resolution 20-24, as amended, on a roll call by the following vote:

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson
Noes: (None)

16) ADJOURNMENT (10:30 P.M.)

Mayor Patterson adjourned the meeting at 11:12 p.m. in honor of the Porterville firefighters who recently lost their lives in the line of duty.

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MINUTES OF THE
SPECIAL MEETING – CITY COUNCIL
MARCH 19, 2020
6:00 PM

City Council Chambers, City Hall, 250 East L Street, complete proceedings of which are recorded on tape. These are action minutes; a full video is available online at www.ci.benicia.ca.us/agendas.

1) **CALL TO ORDER**

Mayor Patterson called the meeting to order at 6:00 p.m.

2) **CONVENE OPEN SESSION (6:00 P.M.)**

CORONAVIRUS (COVID-19) ADVISORY NOTICE

The Solano County Public Health Department has advised that non-essential gatherings should be canceled, postponed, or done remotely. Additional information is available at <http://www.solanocounty.com/depts/ph/ncov.asp>. This meeting is necessary so that the City can continue to conduct its business and is considered an essential gathering. Consistent with Executive Orders No. 25-20 and No. 29-20 from the Executive Department of the State of California, the meeting will not be physically open to the public. Members of the City Council and staff will participate in this meeting via teleconferencing as permitted under Executive Orders No. 25-20 and No. 29-20.

3) **ROLL CALL**

All Council Members were present and participated telephonically.

4) **PLEDGE OF ALLEGIANCE**

5) **REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC**

6) **ADOPTION OF THE AGENDA**

On motion of Vice Mayor Strawbridge, seconded by Council Member Campbell, Council approved the Adoption of the Agenda, as presented, on a roll call by the following vote:

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson

Noes: (None)

7) **OPPORTUNITY FOR PUBLIC COMMENTS**

8) **WRITTEN COMMENT**

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One item received from the group 'Benicia Strong', and was read into the record by City Clerk Lisa Wolfe.

9) PUBLIC COMMENT

None

10) CONSENT CALENDAR

10.A - APPROVAL OF TASK ORDER NO. 03 WITH CULLEN-SHERRY & ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR THE BAYSHORE ROAD SEWER LATERAL CROSSOVER PROJECT (Public Works Director)

- Staff Report - Bayshore Road Sewer Lateral Crossover Project
- 1. Resolution - Bayshore Road Sewer Lateral Crossover Project
- 2. Task Order No. 03 - Cullen-Sherry & Associates, Inc.
- 3. Master Professional Agreement with Cullen-Sherry & Associates, Inc.

RESOLUTION 20-25 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING TASK ORDER NO. 03 WITH CULLEN-SHERRY & ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES TO DESIGN THE BAYSHORE ROAD SEWER LATERAL CROSSOVER PROJECT AT A NOT-TO-EXCEED COST OF \$18,500 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE TASK ORDER ON BEHALF OF THE CITY

10.B - APPROVAL OF TASK ORDER NO. 01 WITH COASTLAND CIVIL ENGINEERING, INC. FOR CONSTRUCTION INSPECTION SERVICES FOR THE BAYSHORE ROAD/ EAST J AND K STREETS SEWER IMPROVEMENT PROJECT (Public Works Director)

- Staff Report - Construction Inspection Services for Bayshore Rd-East J & K Streets Sewer Improvement Project
- 1. Resolution - Construction Inspection Services for Bayshore Rd-East J & K Streets Sewer Improvement Project
- 2. Task Order No. 01 - Coastland Civil Engineering, Inc.
- 3. Master Professional Agreement with Coastland Civil Engineering, Inc.

RESOLUTION 20-26 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING TASK ORDER NO. 01 WITH COASTLAND CIVIL ENGINEERING, INC. FOR CONSTRUCTION INSPECTION SERVICES OF THE BAYSHORE ROAD/ EAST J AND K STREETS SEWER IMPROVEMENT PROJECT AT A NOT-TO-EXCEED COST OF \$85,195 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE TASK ORDER ON BEHALF OF THE CITY

DRAFT

10.C - AGREEMENT WITH CHABIN CONCEPTS FOR ON-CALL ECONOMIC DEVELOPMENT SERVICES (Economic Development Manager)

Staff Report - On-Call Economic Development Services

1. Resolution - On-Call Economic Development Services
2. Agreement with Chabin Concepts, Inc.
3. Economic Development Snapshot

RESOLUTION 20-27 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AWARDING A PROFESSIONAL SERVICE CONTRACT TO CHABIN CONCEPTS, INC. IN AN AMOUNT NOT TO EXCEED \$47,500 AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT ON BEHALF OF THE CITY

On motion of Vice Mayor Strawbridge, seconded by Council Member Young, Council approved the Consent Calendar, as presented, on a roll call by the following vote:

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson

Noes: (None)

11) BUSINESS ITEMS

11.A - RATIFYING PROCLAMATION OF LOCAL EMERGENCY (City Manager)

Staff Report - Proclamation of Existence of a Local Emergency

1. Resolution - Proclamation of Existence of a Local Emergency
2. Proclamation of Existence of a Local Emergency

RESOLUTION 20-28 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA RATIFYING THE CITY MANAGER'S PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE WORLDWIDE SPREAD OF THE CORONAVIRUS ("COVID-19")

Lorie Tinfow, City Manager, reviewed the staff report.

Vice Mayor Strawbridge and Staff discussed whether Council could add information or ideas on how to help residents and the business community. Vice Mayor Strawbridge would like information added to the City's website regarding no-interest loans that become available.

Ms. Tinfow discussed Staff's idea to barricade and create special parking spots for restaurants that are offering take-out food orders to help with traffic flow.

DRAFT

Public Comment:

None

On motion of Vice Mayor Strawbridge, seconded by Council Member Young, Council approved the adoption of Resolution 20-28, on a roll call by the following vote:

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson

Noes: (None)

Ben Stock, City Attorney, discussed the issue of urgency ordinances regarding evictions. He asked if there was a consensus to agendize the issue at a future meeting.

Council Member Young would like to bring forward an urgency ordinance to ban evictions from commercial and residential buildings throughout the Covid-19 crisis.

Vice Mayor Strawbridge asked if there were guidelines set so that people who were facing evictions prior to the Covid-19 pandemic would not fall under the urgency ordinance.

Mr. Stock discussed the rules that were set in the Governor's Executive Order regarding evictions.

Mayor Patterson gave direction to Staff to prepare this item for the next meeting.

Council Member Young and Staff discussed the growing needs of the community as the pandemic grows. He asked if Council would support going back and pulling out some of the money voted on at the last meeting to help with food, bills, businesses, etc. He would like to see a substantial pot of money to make available for organizations who are providing services for the community. He didn't want to touch PERS or Road/Street money, but the other funds could be looked at. He would like Council to go back and look at the funds Council voted on and set some money aside that could be accessed quickly during this emergency.

Mayor Patterson stated she would like Staff to look at the Federal and State leverage that is available, and after that go back and look at City funds. When Staff is prepared to come back with that extensive work, then Council could consider those options.

Council Member Campbell stated he thought the City's entire budget would most likely need to be reevaluated in three months.

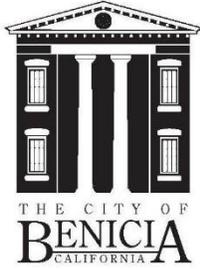
Council Member Largaespada and Vice Mayor Strawbridge supported the Mayor's direction to hold off on Council Member Young's suggestion.

Council Member Young was not sure the government would act in a timely manner for people's day-to-day living expenses and businesses expenses.

DRAFT

12) ADJOURNMENT (6:45 P.M.)

Mayor Patterson adjourned the meeting at 6:30 p.m.



**AGENDA ITEM
CITY COUNCIL MEETING DATE – APRIL 7, 2020
CONSENT CALENDAR**

TO : City Council

FROM : Finance Director

SUBJECT : **AWARD CONTRACT FOR AUDITING SERVICES TO MAZE & ASSOCIATES**

EXECUTIVE SUMMARY:

The City of Benicia’s contract for professional auditing services has expired. After issuing a Request for Proposals (RFP), reviewing proposals, and interviewing highly qualified candidates, City staff recommends awarding the contract for professional auditing services to Maze & Associates.

RECOMMENDATION:

Move to adopt the resolution (Attachment 1) awarding the contract for professional auditing services (Attachment 2) to Maze & Associates for Fiscal Years 2019-20 through 2021-22, with the option to extend through FY 2023-24. The total not-to-exceed amount of the contract is \$317,216 for the full five years.

BUDGET INFORMATION:

There is no fiscal impact associated with this action for Fiscal Years 2019-2021. For FY 2019-20 and FY 2020-21, the contract amounts of \$59,155 and \$61,225, respectively, will not require additional funding under account 0102900-7008. The appropriations for the remaining fiscal years will be presented during the normal budgeting process. The total not-to-exceed amount of the contract is \$317,216 for the full five years.

BACKGROUND:

The City is required to have an independent audit of its financial records conducted on an annual basis. The reports are required to meet various federal, state, debt, and other regulatory requirements, as well as to report to City Council on the City’s financial status.

The City is also required to meet the requirements of Assembly Bill (AB) 1345. AB 1345 was approved in September 2012 and addresses the length of auditing services to be provided by an audit team. Beginning with FY 2013-14, AB 1345 requires local governments to rotate audit teams after six consecutive years, either with a new audit partner with the same firm, or a different audit firm. Per AB 1345, local agencies should not take into account time that a public accounting firm was employed prior to FY 2013-14 when counting the six years.

The City issued an RFP for professional auditing services on February 5, 2020, and was fortunate to receive ten proposals as a result the RFP. The following table lists the firms who submitted a proposal to the City.

Table 1: Firms submitting proposals

Firm	Location
Badawi & Associates**	Berkeley
Brown Armstrong	Bakersfield / Stockton
Clifton Larson Allen	Roseville
Eadie & Payne	Riverside
Eide Bailey**	Palo Alto
Lance Soll & Lunghard**	Sacramento
Maze & Associates**	Pleasant Hill
Moss, Levy & Hartzheim	Culver City
Rogers Anderson Malody & Scott	San Bernardino
Van Lant & Frankhanel	Loma Linda
**Firm was invited for an interview	

The City Treasurer, Assistant City Manager, Finance Director, and Assistant Finance Director reviewed proposals received by the City. After a thorough review of the proposals, staff scheduled interviews on March 18th and 19th with the four top qualified firms.

After review of the proposals and the interview process, Maze & Associates was selected, based on their experience with California municipalities, experience with similar size and service agencies, experience of the proposed audit team, as well as contract price and estimated hours. Maze & Associates have served as the City’s independent auditors since FY 2010-11. The prior contract was extended through FY 2018-19, due to the City’s continued implementation of Tyler Munis. Awarding the contract to Maze & Associates meets the requirements of AB 1345, due to Maze & Associates rotating audit partners. David Alvey, CPA will be the new engagement partner for the City.

Selecting Maze & Associates during the Munis implementation is a prudent choice. Due to the ongoing Munis implementation, there are significant advantages to retaining Maze & Associates as the City’s independent auditors. Maze & Associates has prepared the City’s Comprehensive Annual Financial Statements (CAFR) in the past and does not have to set up the general ledger groupings. Additionally, Maze & Associates will retain prior year workpapers and process walkthrough documentation, saving time during the audit and allowing staff to focus on the implementation. The interim audit is expected to take place in June 2020, which would place a burden on staff capacity as staff works through the implementation of the Utility Billing module expected to go live in May 2020. Additionally, the final audit is scheduled to occur in November 2020, which would place a burden on staff capacity as staff works through the Payroll and Human Resources modules anticipated to go live in October 2020.

The total not-to-exceed amount of the agreement totals \$317,216, if the City extends the contract to the full five years. The components of the audit cost are detailed on the following page:

Component	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Total
City Audit & Related Reports	\$ 46,720	\$ 48,355	\$ 50,047	\$ 51,799	\$ 53,612	\$ 250,533
Single Audit & Related Reports	4,385	4,538	4,697	4,861	5,031	23,512
Gann Limit Review Report	958	992	1,027	1,063	1,100	5,140
Annual Report of City Financial Transactions (State Controller)	4,665	4,828	4,997	5,172	5,353	25,015
TDA Audit Report	2,540	2,629	2,721	2,816	2,915	13,621
Continuing Client's Discount	(1,500)	(1,553)	(1,607)	(1,663)	(1,721)	(8,044)
Total for Fiscal Year	57,768	59,789	61,882	64,048	66,290	309,777
Optional & Additional Services:						
State Controller's Street Report	1,387	1,436	1,486	1,538	1,592	7,439
Total Including Optional Items	\$ 59,155	\$ 61,225	\$ 63,368	\$ 65,586	\$ 67,882	\$317,216

Based on the requirements of the RFP and for internal planning purposes, the City has prepared the following general auditing planning schedule. The schedule below gives an estimate of key events and milestones for the audit.

Event / Milestone	Approximate Month
Interim Audit	June / July 2020
Year-End Fieldwork	November 2020
Exit Conference – Draft Financials Completed	November 2020
Final Auditor Review & Opinion Letter	December 2020
CAFR Submitted for Award Program	December 2020

NEXT STEPS:

If the contract is awarded to Maze & Associates, staff will start scheduling the interim and final audits based on the general auditing planning schedule.

ALTERNATIVE ACTIONS:

The City is required to engage with an independent auditor. Should Council choose not to award the contract to Maze & Associates, the City would need to review the second choice of firms.

General Plan	The overarching goal of the General Plan is sustainability.
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):

	<input type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input type="checkbox"/> Preserve & Enhance Infrastructure <input checked="" type="checkbox"/> Strengthen Economic & Fiscal Conditions <input type="checkbox"/> Protect & Enhance the Environment <input checked="" type="checkbox"/> High Performing Government
	<p align="center">City Programs Impacted by This Agenda Item (Top 3):</p> <ol style="list-style-type: none"> 1. Financial Reporting 2. Financial Planning 3. Administration – Finance Department
	<p align="center">Priority Based Budgeting (PBB) Website:</p> <p>Coming soon in Spring 2020 will be a link to the City of Benicia’s PBB website to learn more about these programs and their costs.</p>

<p align="center">CEQA Analysis</p>	<p>The award of the contract for auditing services is exempt from the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), the “general rule” exemption which states that where it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment, the activity is exempt from CEQA. The City has determined that the proposed changes will not have an impact on the environment and therefore are exempt from CEQA under the general rule.</p>
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ATTACHMENTS:

1. Resolution – Award Audit Contract to Maze & Associates
2. Contract with Maze & Associates

For more information contact: James Russell-Field, Assistant Finance Director

Phone: 707.746.4222

E-mail: jfield@ci.benicia.ca.us

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE EXTENSION OF THE CONTRACT FOR AUDITING SERVICES WITH MAZE & ASSOCIATES

WHEREAS, the City is required by State Law to have an independent audit of its financial records on an annual basis; and

WHEREAS, the City's contract for professional auditing services has expired; and

WHEREAS, the City issued a Request for Proposal and interviewed the top four qualified firms after a thorough review; and

WHEREAS, the City selected Maze & Associates as the most qualified auditing firm from the pool of professional candidates; and

WHEREAS, Maze & Associates shall be engaged for three fiscal years, with the option to extend an additional two fiscal years if performance is satisfactory, beginning FY 2019-20.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby authorizes the City Manager to approve an extension of the contractual agreement with Maze & Associates to conduct an independent audit of the financial records of the City of Benicia and requisite funds.

BE IT FURTHER RESOLVED THAT the contract shall be awarded at amounts not to exceed the following:

- | | |
|------------------------|----------|
| 1. Fiscal Year 2019-20 | \$59,155 |
| 2. Fiscal Year 2020-21 | \$61,225 |
| 3. Fiscal Year 2021-22 | \$63,368 |
| 4. Fiscal Year 2022-23 | \$65,586 |
| 5. Fiscal Year 2023-24 | \$67,882 |

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 7th day of April, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF BENICIA AND
MAZE & ASSOCIATES**

This Professional Services Agreement (the "**Agreement**") is dated_____, 2020 and is by and between the City of Benicia, a political subdivision of the State of California ("**City**") and Maze & Associates, a California Corporation, licensed to do business in California, ("**Consultant**") relating to Professional Auditing Services ("**Services**").

Recitals

WHEREAS, City wishes to retain Consultant to provide professional auditing services and related services;

WHEREAS, Consultant was selected by means of City's consultant selection process, and represents that they possess all necessary training, licenses and permits to perform the services required by City as set forth in this Agreement, and that their performance of such services will conform to the standard of practice consistent with a firm having experience and expertise in performing professional services of like nature and complexity working on similar, successfully completed projects;

WHEREAS, Government Code section 53060 permit the City to enter into agreements for professional temporary services with individuals specially trained and experienced and competent to perform those services; and

WHEREAS, the services proposed in this Agreement are professional and temporary in nature.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

AGREEMENT

1. Definitions

1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

"Agreement"	This Agreement consists of this Agreement, together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, <u>Appendix A</u> (Services to be Provided by Consultant), <u>Appendix B</u> (Payments to Consultant), <u>Appendix C</u> (Projects and Schedule), <u>Appendix D</u> (Deliverables), <u>Appendix E</u> (Insurance), and <u>Appendix F</u> (Key Personnel), attached hereto.
"Consultant"	Maze & Associates
"City"	City of Benicia
"Project"	Professional Auditing Services

"Services"	All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, building information modeling, coordination, and administrative services. Services that may be required, dependent on Project needs, are further described in Appendix A, Services, Appendix C, Projects and Schedule, and Appendix D, Deliverables.
"Subconsultants"	Consultant's, subconsultants, contractors and subcontractors, of any tier.

2. Term of Agreement

- 2.1 This Agreement is for a period of approximately thirty-six (36) months, beginning with the execution of the Agreement and concluding for the Fiscal Year ended June 30, 2022 unless it is extended through the Fiscal Year ended June 30, 2024 in accordance with paragraph 2.2 below.
- 2.2 This Agreement may be extended by mutual agreement of the parties hereto. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation.

3. Services Consultant Agree to Perform

- 3.1 David Alvey, on behalf of Consultant, shall perform all Services described in Appendix A, Services to be Provided by Consultant, and provide all Deliverables described in Appendix D, Deliverables attached hereto and incorporated by reference as though fully set forth herein,
- 3.2 Consultant may recover compensation for extended services as set forth in Appendix B.
- 3.3 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, Consultant shall apply such additional manpower and resources as necessary without Additional Services Compensation to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.

4. Compensation

- 4.1 City shall pay Consultant compensation according to the process established in Appendix B "Payments to Consultant".
- 4.2 City shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until City receives all deliverables required under Appendix D, Deliverables, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then City may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon City. City shall not be liable for, and Consultant shall not be entitled to, any payment for Services performed before this Agreement's execution.
- 4.3 City will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). City will make payment for questioned amounts(s) upon City's receipt of any requested documentation verifying the claimed amount(s) and City's determination that the amount is due under the terms of this Agreement. City shall advise Consultant, in writing, within 15 calendar days of receipt of the requested documentation. Final

payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of City including, without limitation, Consultant's transmittal of all deliverables to City required by Appendix A, Services to be provided by Consultant, and Appendix D, Deliverables.

- 4.4 Invoices furnished by Consultant under this Agreement must be in a form acceptable to City. All amounts paid by City to Consultant shall be subject to audit by City. Payment shall be made by City to Consultant at the address stated in Paragraph 6.1 below.
- 4.5 City may set off against payments due Consultant under this Agreement any sums that City determines that Consultant owes to City because of their errors, omissions, breaches of this Agreement, delays or other acts that caused City monetary damages. Prior to exercising such right, City must demand and attend mediation pursuant to Paragraph 21.3 below of this Agreement, to be attended by City, Consultant, and any applicable insurance carriers; such mediation to occur within 30 calendar days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the City's demand, then the Solano City Superior Court may upon application by any party make such selection for the parties. If a party other than City refuses to mediate under this paragraph 4.5, then City shall have satisfied its obligations under this Paragraph.

5. Maximum Costs

- 5.1 City's obligation hereunder shall not at any time exceed the amount approved by City's Council and approved by City for payment to the Consultant pursuant to the terms of this Agreement.
- 5.2 Except as may be provided by applicable law governing emergency conditions, City has not authorized its Supervisors, employees, officers and agents to request Consultant to perform Services or to provide materials, equipment and supplies that would result in Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the City amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.
- 5.3 City shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, and office equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

6. Qualified Personnel

- 6.1 For purposes of this Agreement, except for notices specified under Paragraph 17 below, City and Consultant shall direct all communications to each other as follows:

City:

**Cindy Mosser
Finance Director
250 East L Street
Benicia, CA 94510
Phone: (707) 746-4200
Fax: (707) 746-8120
Email: cmosser@ci.benicia.ca.us**

Consultant:

David Alvey, CPA
Vice President
3478 Buskirk Avenue, Suite 215, Pleasant Hill, CA 94523
925-930-0902, Ext .227
davida@mazeassociates.com

- 6.2 Services under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, shall be supervised by Consultant.
- 6.3 Consultant agrees that professional personnel assigned to the Project will be those listed in Appendix F, and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel may in the future cease to be employed by Consultant and because of the termination of such employment no longer able to provide Services. However, Consultant agrees that replacement of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of City, which shall not be unreasonably withheld. Any costs associated with replacement of personnel shall be borne exclusively by Consultant. Resumes for listed professional personnel are attached via Exhibit 1 to Appendix F, and by this reference incorporated herein.
- 6.4 Consultant agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant shall not charge City for the cost of training or "bringing up to speed" replacement personnel. City may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Consultant's cost.

7. Representations

- 7.1 Consultant represents that it has reviewed Appendix A, Services to be Provided by Consultant, and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Appendix B, Payments to Consultant, and within the times specified for each individual Project.
- 7.2 Consultant represents that it is qualified to perform the Services and it possesses, and will continue to possess at its sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has knowledge of, and will comply with, all applicable building codes, laws, regulations and ordinances.
- 7.3 Consultant represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.
- 7.4 The granting of any progress payment by City, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of City or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of Consultant for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Indemnification and General Liability

- 8.1 To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless City, its officers, directors, officials, agents employees, and volunteers (collectively “**Indemnitees**”) from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, that arises out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively “**Liabilities**”). Such obligations to defend, hold harmless and indemnify and Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities and in no event shall the cost to defend charges to the Consultant exceed the Consultant’s proportionate percentage of fault.
- 8.2 Consultant shall defend (including providing legal counsel reasonably acceptable to City at no cost to City), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys’ fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by City, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

9. Liability of City

- 9.1 Except as provided in Appendix A, Services to be Provided by Consultant and Appendix E, Insurance, City’s obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 3, 4, and 5 of this Agreement,
- 9.2 Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.
- 9.3 City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by City. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and shall exonerate, indemnify, defend and save harmless City from and against any and all claims for any damage or injury of any type, including attorneys’ fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, City employees or third parties, or to property belonging to any of the above.
- 9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Consultant may have under this Agreement or any applicable law. All rights and remedies of City or Consultant, whether under this Agreement or other applicable law, shall be cumulative.

10. Independent Contractor; Payment of Taxes and Other Expenses

- 10.1 Consultant shall be deemed at all times to be independent contractors and shall be wholly responsible for the manner in which Consultant perform the Services required by the terms of this

Agreement. Consultant shall be fully liable for the acts and omissions of its Subconsultants, employees and agents.

- 10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between City and Consultant. Consultant acknowledges that neither they nor any of their employees or agents shall, for any purpose whatsoever, be deemed to be City employees, and shall not be entitled to receive any benefits conferred on City employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 10.3 Consultant shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.
- 10.4 Consultant shall make its designated representative available as much as reasonably possible to City staff during the City's normal working hours or as otherwise requested by City. Terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Consultant's Services only and not as to the means by which such a result is obtained.

11. Insurance

- 11.1 Prior to execution of this Agreement, Consultant shall furnish to City Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in Appendix E, Insurance, which are attached and made a part of this Agreement. Consultant shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in Appendix E. In the event Consultant fails to maintain any required insurance, and notwithstanding Paragraph 4.6 above, City may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due Consultant under this Agreement (or Consultant shall promptly reimburse City for such expense).

12. Suspension of Services

- 12.1 City may, without cause, order Consultant to suspend, delay or interrupt Services pursuant to this Agreement, in whole or in part, for such periods of time as City may determine in its sole discretion. City shall deliver to Consultant written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an Excusable Delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.
- 12.2 Notwithstanding anything to the contrary contained in this Paragraph 12, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

13. Termination of Agreement for Cause

- 13.1 If at any time City believes Consultant may not be adequately performing their obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or that City has provided written notice of observed deficiencies in Consultant's performance, City may request from Consultant prompt written assurances of performance and a written plan, acceptable to City, to correct the observed deficiencies in Consultant's performance ("**Cure Plan**"). The Cure Plan must include, as applicable, evidence of necessary resources, correction plans, Subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, must meet all applicable requirements and show a realistic and achievable plan to cure the breach. Consultant shall provide such written assurances and Cure Plan within ten (10) calendar days of the date of notice of written request. Consultant acknowledges and agrees

that any failure to provide written assurances and Cure Plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

13.2 Consultant shall be in default of this Agreement and City may, in addition to any other legal or equitable remedies available to City, terminate Consultant's right to proceed under the Agreement, in whole or in part, for cause:

- a. Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or
- b. Should Consultant commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of notice from City to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail themselves of this time period in excess of ten (10) calendar days, Consultant must provide City within the ten (10) calendar day period a written Cure Plan acceptable to City to cure said breach, and then Consultant must diligently commence and continue such cure according to the written Cure Plan); or
- c. Should Consultant violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) calendar days of the date of the notice from City to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail themselves of this time period in excess of ten (10) calendar days, Consultant must provide City within the ten (10) calendar day period a written Cure Plan acceptable to City to cure said breach, and then Consultant must diligently commence and continue such cure according to the written Cure Plan.)

13.3 In the event of termination by City as provided herein for cause:

- a. City shall compensate Consultant for the value of the Services delivered to City upon termination as determined in accordance with the Agreement, subject to all rights of offset and back charges, but City shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties.
- b. Consultant shall deliver to City possession of all tangible aspects of the Services in their then condition including, but not limited to, all copies (electronic, CAD, and PDF format, and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with a Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.
- c. Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Paragraph shall not be interpreted to diminish any right

that City may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate City for all loss, cost, damage, expense, and/or liability suffered by City as a result of such termination and failure to comply with the Agreement, including without limitation City's costs incurred in connection with finding a replacement.

- 13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience pursuant to Paragraph 14 below, and Consultant shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

14. Termination of Agreement for Convenience

- 14.1 City may terminate performance of the Services under the Agreement in accordance with this Paragraph 14 in whole, or from time to time in part, whenever City shall determine that termination is in the City's best interests. Termination shall be effected by City delivering to Consultant, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination ("Notice of Termination") specifying the extent to which performance of the Services under the Agreement is terminated.

- 14.2 After receipt of a Notice of Termination, and except as otherwise directed by City, Consultant shall:
- a. Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;
 - b. Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;
 - c. Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
 - d. Assign to City in the manner, at times, and to the extent directed by City, all right, title, and interest of Consultant under orders and subcontracts so terminated. City shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 - e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of City to the extent City may require. City's approval or ratification shall be final for purposes of this clause;
 - f. Transfer title and possession of Consultant's and their Subconsultants' work product to City, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by City, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination; City acknowledges that said documents were prepared for the purpose of the Project.
 - g. Complete performance of any part of the Services that were not terminated by the Notice of Termination; and
 - h. Take such action as may be necessary, or as City may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which City has or may acquire an interest.

- 14.3 After receiving a Notice of Termination, Consultant shall submit to City a termination claim, in the form and with the certification City prescribes. The claim shall be submitted promptly, but in no event later than three months from the effective date of the termination, unless one or more extensions in writing are granted by City upon Consultant's written request made within such three month period or authorized extension. However, if City determines that facts justify such action, it may receive and act upon any such termination claim at any time after such three month period or extension. If Consultant fails to submit the termination claim within the time allowed, City may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. City shall then pay to Consultant the amount so determined.
- 14.4 Subject to provisions of Paragraph 14.3 above, Consultant and City may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Paragraph. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.
- 14.5 If Consultant and City fail, under Paragraph 14.4 above, to agree on the whole amount to be paid to Consultant because of termination of Services under this Paragraph 14.5, then Consultant's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of:
- a. Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under Appendix B, Payments to Consultant. Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of ten (10) percent of Consultant's total costs of performing the Services.
 - b. When, in opinion of City, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable value of Consultant's Services will be the estimated reasonable cost of performing Services in compliance with the requirements of the Agreement, and any excessive actual cost shall be disallowed.
 - c. Reasonable cost to Consultant of handling material returned to vendors, delivered to City or otherwise disposed of as directed by City.
- 14.6 Except as provided in this Agreement, in no event shall City be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense that is not reasonable or authorized under Paragraph 14.5 above.
- 14.7 This Paragraph shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Paragraph 14.2 above or costs authorized by City to settle claims from Subconsultants.
- 14.8 In arriving at amounts due Consultant under this Paragraph 14, there shall be deducted:

- a. All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,
 - b. Any substantiated claim that City may have against Consultant in connection with this Agreement, and
 - c. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Paragraph 14, and not otherwise recovered by or credited to City.
- 14.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with City a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement that is not terminated. City may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of City and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit City's rights and remedies pursuant to this Agreement or at law.

15. Conflicts of Interest/Other Agreements

- 15.1 Consultant represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, the Conflict of Interest Code, Resolution 06-23, adopted by the City on October 3, 2006, and that it does not know of any facts that constitute a violation of those sections.
- 15.2 Consultant represents that it has completely disclosed to City all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of City, or other officer, agent or employee of City or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by City for cause. Consultant shall comply with the City's conflict of interest codes and their reporting requirements.
- 15.3 Consultant covenants that it presently has no interest, and during the term of this Agreement shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the City that Consultant has no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing the City the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including, but not limited to, any federal or state wildlife, environmental or regulatory agency) that has any interest adverse or potentially adverse to the City, as determined in the reasonable judgment of the City.

16. Proprietary or Confidential Information of City; Publicity

- 16.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Consultant agree that all private, confidential, or proprietary information disclosed by City to or discovered by Consultant in the performance of the Services shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the City's interests where such confidential information could be used adversely to the City's interests. Consultant shall notify the

City immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with the Services pursuant to this Agreement.

- 16.2 Any publicity or press releases with respect to the Project or Services shall be under the City's sole discretion and control. Consultant shall not discuss the Services, the Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without City's prior written consent. Consultant shall have the right, however, without City's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.
- 16.3 The provisions of this Paragraph 16 shall remain fully effective indefinitely after termination of Services to the City hereunder.

17. Notices to the Parties

- 17.1 All notices (including requests, demands, approvals or other communications other than ordinary course Project communications) under this Agreement shall be in writing and shall include the word "NOTICE" in the subject line.
- 17.2 Notice shall be sufficiently given for all purposes as follows:
- a. When personally delivered to the recipient, notice is effective on delivery.
 - b. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
 - c. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
 - d. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Paragraph 17.
- 17.3 Any correctly-addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service,
- 17.4 Addresses for the purpose of giving notice are set forth in Paragraph 6.1 above. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address or fax number, or both, by giving the other party notice of the change in any manner permitted by this Paragraph 17.

18. Record Keeping and Audit Requirements

- 18.1 Consultant shall keep such full and detailed accounting records as are necessary for proper financial management of the Project. Consultant shall maintain a complete and current set of all books and records relating to the services of the Project. City shall be entitled, upon forty-eight (48) hour written notice, to inspect all books, records, and accounts kept by Consultant relating to the work contemplated by this Contract. Within 90 calendar days after Final Completion, Consultant shall deliver to City those records necessary for City to perform a financial audit of the Project ("Final Audit").

- 18.2 Invoice and progress/final reports and all required audit reports shall be submitted to City in a timely manner.
- 18.3 Maintain adequate fiscal and Project books, records, documents, and other evidence pertinent to Consultant's work on the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the financial statement, to the accounting records, and to the supporting documentation. These records shall be maintained for a period of three years after Final Completion of the Project, and shall be subject to examination and/or audit by City or designees, state government auditors or designees.
- 18.4 Make such books, records, supporting documentations, and other evidence available to City or designees, their designated representatives, during the course of the Project and for a period of three years after Final Completion of the Project, and provide suitable facilities for access, monitoring, inspection, and copying thereof. Further, Consultant agrees to include a similar right of City to audit records and interview staff in any subcontract related to the performance of this Contract.

19. Subcontracting/Assignment/City Employees

- 19.1 Consultant and City agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the Services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by City in a written instrument executed and approved by the City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph 19.1 shall confer no rights on any party and shall be null and void.
- 19.2 Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by City or any department thereof at any time that this Agreement is in effect, and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of City.

20. Other Obligations

- 20.1 Discrimination, Equal Employment Opportunity and Business Practices. Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, gender, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, City ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.
- 20.2 Drug-Free Workplace Policy. Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents or assigns shall be deemed a material breach of this Agreement.
- 20.3 Compliance with Americans with Disabilities Act and Rehabilitation Act. Consultant acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement

in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement. Consultant shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

20.4 Violation of Non-Discrimination Provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Consultant to penalties, including but not limited to: (a) termination of this Agreement; (b) disqualification of the Consultant from bidding on or being awarded a City contract for a period of up to 3 years; (c) liquidated damages of \$2,500 per violation; and/or (d) imposition of other appropriate contractual and civil remedies and sanctions. To effectuate the provisions of this section, the City shall have the authority to examine Consultant's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Consultant under this Agreement or any other agreement between Consultant and City. Consultant shall report to the City the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 calendar days of such filing, provided that within such 30 days such entity has not notified Consultant that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Consultant shall provide City with a copy of their response to the complaint when filed.

21. Disputes

- 21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Project Manager and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral shall be initiated by written request from either party, and a meeting between the Project Manager and principal of the Consultant shall then take place within five (5) calendar days of the date of the request.
- 21.2 Provided that City continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute. Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement including, but not limited to, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, City may terminate this Agreement for cause as provided herein.
- 21.3 In the event of claims exceeding \$50,000, as a precondition to commencing litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of JAMS, in Benicia, California, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Solano City Superior Court from an approved list of JAMS qualified construction mediators. The parties may initially agree to engage in discovery prior to mediation. Should parties proceed with discovery, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 201 9, et seq., and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

22. Agreement Made in California; Venue

- 22.1 This Agreement shall be deemed to have been executed in the City of Benicia, County of Solano. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all disputes or litigation arising out of this Agreement shall be in the Superior Court of the County of Solano unless the parties agree otherwise in a written amendment to this Agreement.
- 22.2 The parties shall execute four (4) copies of this Agreement, each of which shall be deemed originals.

23. Compliance with Laws

- 23.1 Consultant shall comply with the Standard of Care in the interpretation and application of all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over any Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.
- 23.2 Consultant represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations and be consistent with the Standard of Care.

24. Miscellaneous

- 24.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.
- 24.2 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by City of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This Paragraph 24.2 shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause. However, the applicable statutes of repose, California Code of Civil Procedure, Sections 337.1 and 337.15, shall continue to apply.
- 24.3 Any provisions or portion thereof of this Agreement that is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.
- 24.4 Either party's waiver of any breach, or the omission or failure of either party, at any time, to in force in force any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to in force or compel strict compliance with every term,

covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

- 24.5 Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.
- 24.6 Consultant acknowledges that Consultant, and all Subconsultants hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Subconsultants hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the City, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any Subconsultant hired by Consultant, are not authorized to work in the United States for Consultant or its Subconsultant and/or any other claims based upon alleged RCA violations committed by Consultant or Consultant's Subconsultant(s).

25. Entire Agreement; Modifications

- 25.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- 25.2 To the extent this Agreement conflicts with the terms of any proposal, invoice, or other document submitted to or by either party, the terms of this Agreement shall control.
- 25.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of City, Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 25.4 Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require their Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.
- 25.5 Consultant and its Subconsultants shall, upon request by City, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.
- 25.6 Changes in the Services made pursuant to this Paragraph 25 and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.

25.7 Whenever the words "**as directed**", "**as required**", "**as permitted**", or words of like effect are used, it shall be understood as the direction, requirement, or permission of City. The words "**approval**", "**acceptable**", "**satisfactory**", or words of like import, shall mean approved by, or acceptable to, or satisfactory to City, unless otherwise indicated by the context.

[SIGNATURE LINES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

“City”

CITY OF BENICIA

By: _____

Its: _____

“Consultant”

Maze and Associates
_____, a California Corporation

By:  _____

Shareholder and Audit Partner
Its: _____

APPENDIX A

SERVICES TO BE PROVIDED BY Consultant

This is an Appendix attached to, and made a part of and incorporated by reference to the Agreement dated _____, by and between Maze & Associates, hereinafter referred to as "**Consultant**" and the City of Benicia, hereinafter referred to as "**City**" providing for professional auditing services.

1. **Description of the Project:**

1.1 **PROFESSIONAL AUDITING SERVICES**

2. **Basic Services:**

The City developed a general scope of work through the Request for Proposal and defined in the Technical and Cost Proposals received from Maze & Associates.

END OF APPENDIX A

APPENDIX B

PAYMENTS TO Consultant

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated _____, by and between Maze & Associates, hereinafter referred to as "**Consultant**," the City of Benicia, hereinafter referred to as "**City**" providing for professional auditing services.

1. The maximum payment to Consultant under this Agreement for the Project shall be: \$317,216 if services are extended through FY 2023-2024.
2. Consultant shall be paid for services rendered within 30 days after receipt of any invoice.

END OF APPENDIX B

APPENDIX C

PROJECTS AND SCHEDULE

This preliminary project schedule is an Appendix to, and made a part of and incorporated by reference to the Agreement dated _____, 2020, by and between Maze & Associates, hereinafter referred to as "**Consultant**" and the City of Benicia, hereinafter referred to as "**City**" providing for professional auditing services. Consultant understands that the projects and dates within this list may change.

The project schedule is defined in the Technical Proposal received from Maze & Associates.

END OF APPENDIX C

APPENDIX D

DELIVERABLES

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated _____, 2020, by and between Maze & Associates, hereinafter referred to as "**Consultant**" and the City of Benicia, hereinafter referred to as "**City**" providing for professional auditing services.

Consultant's deliverables under the Agreement are enunciated throughout the Professional Services Agreement and include but are not limited to the following:

1. PROJECT DELIVERABLES

Project deliverables are defined in the Cost and Technical Proposals received from Maze & Associates.

END OF APPENDIX D

APPENDIX E

INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated _____, 2020, by and between Maze & Associates, hereinafter referred to as "**Consultant**" or "**Consultant**" and the City of Benicia, hereinafter referred to as "**City**" providing for professional construction management services.

1. **Consultant's Duty to Show Proof of Insurance.** Consultant, in order to protect City and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance representative, insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

1.1 Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least five million dollars (\$5,000,000) each occurrence and five million dollars (\$5,000,000) aggregate.

1.2 Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

1.3 Workers' Compensation Insurance

Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance

afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

1.4 Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

1.5 Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

1.6 Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

2. **Insurance terms and conditions:**

2.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

2.2 City as Additional Insured

On Consultant's Commercial General Liability and Automobile policies, the City of Benicia, its officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 1 1 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 1 1 85.

2.3 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

2.4 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

2.5 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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.

2.6 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

2.7 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

2.8 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

2.9 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

END OF APPENDIX E

APPENDIX F

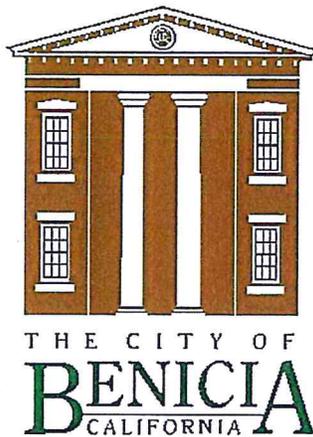
KEY PERSONNEL

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated _____, 2020, by and between Maze & Associates, hereinafter referred to as "**Consultant**," and the City of Benicia, hereinafter referred to as "**City**" providing for professional auditing services.

ARTICLE 1 – CONSULTANT’S KEY PERSONNEL

Key personnel and resumes are included in the Technical Proposal provided by Maze & Associates.

**COST PROPOSAL
TO PROVIDE
PROFESSIONAL AUDITING SERVICES
FOR THE**



Submitted By

MAZE & ASSOCIATES
3478 Buskirk Avenue, Suite 215
Pleasant Hill, CA 94523
(925) 930-0902
www.mazeassociates.com

Contact Persons

David Alvey – e-mail address – davida@mazeassociates.com
Vikki Rodriguez – e-mail address – vikr@mazeassociates.com

March 5, 2020

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COST PROPOSAL

Certification

David Alvey and Vikki Rodriguez are authorized to submit this proposal and negotiate and sign a contract with the City of Benicia. Our offer is firm and irrevocable for a period of 90 days from the date of this proposal.

What Our Price Includes

Our price includes all the basic audit work and reports, statements and other deliverables specified in your request for proposal. Our price also includes the items below at **no additional cost**:

- 1) Year-round support and telephone consultation on pertinent issues affecting your City,
- 2) Copies of our journal entries and our leadsheets used to support the amounts in your financial statements,
- 3) A Study Session for the Council to discuss the audit process, financial statements and recommendations,
- 4) Active Partner involvement in your work **every year**,
- 5) Our typed Interim Audit Checklist,
- 6) Our typed Annual Closing Checklist,
- 7) Our typed interim Accounting Issues Memorandum,
- 8) Preliminary draft financial statements **at interim**,
- 9) Answers to most municipal payroll tax questions,
- 10) Overviews and summaries of upcoming pronouncements and regulation affecting the audited financial statements.
- 11) Direct dump of general ledger data into our ProSystems trial balance software which is fully linked to financial statement formats.
- 12) **Free day of MazeLive Training**

Fees and Billings

Our fees are firm fixed prices. In determining our fees, we understand that the City's records will be in condition to be audited; that is, transactions will be properly recorded in the general ledger and subsidiary records, these accounting records and the original source documents will be readily available to use, we will be furnished with copies of bank reconciliations and other reconciliations and analyses prepared by the City and City personnel will be reasonably available to explain procedures, prepare audit correspondence and obtain files and records.

Progress billings will be sent on the basis of actual audit work completed during the course of the engagement. Interim billings do not cover a period of less than a calendar month. We do not bill for out-of-pocket expenses as they are included in our stated all-inclusive maximum price.

We do not post separate rate structures for municipal audit work. We view this work as being every bit as important and valuable as the work we perform for other clients and we put our best people on it. Any consulting work you request will be performed at the same rates as our audit work.

Cost Rationale

We have always completed our work in the time budgeted and for the agreed upon fee. We have never requested additional fees for work within the scope of the audit after our work was completed. As always, we finish what we start, regardless of the accuracy of our budgets.

COST PROPOSAL

Attachment A

**Total Maximum Audit Cost
For the Fiscal Years Ending June 30,**

Attachment A - Audit Cost Proposal Form

<u>Services</u>	<u>FY 2019-2020</u>	<u>FY 2020-2021 (a)</u>	<u>FY 2021-2022</u>	<u>FY 2022-2023</u>	<u>FY 2023-2024</u>
City Audit and Related Reports	\$46,720	\$48,355	\$50,047	\$51,799	\$53,612
Single Audit and Related Reports (b)	4,385	4,538	4,697	4,861	5,031
Gann Limit Review Report	958	992	1,027	1,063	1,100
Annual report of City Financial Transactions to State Controller	4,665	4,828	4,997	5,172	5,353
TDA Audit Report	2,540	2,629	2,721	2,816	2,915
Out-of-pocket expenses	included	included	included	included	included
Continuing Client's Discount	(1,500)	(1,553)	(1,607)	(1,663)	(1,721)
Total for Fiscal Year (not-to-exceed) Without Optional Items	\$57,768	\$59,789	\$61,882	\$64,048	\$66,290
Optional Items					
- SCO Street Report	1,387	1,436	1,486	1,538	1,592
- GASB 68 & 75 (c)	included	included	included	included	included
Total for Fiscal Year (not-to-exceed) With Optional Items	\$59,155	\$61,225	\$63,368	\$65,586	\$67,882

Notes:

- (a) Our policy is to attempt to keep our clients fees constant after inflation. Therefore, the fees for years subsequent to 2020 have been adjusted by 3.5%.
- (b) Additional major programs will cost \$4,500 each in fiscal year ending June 30, 2020.
- (c) We will provide the City the template for GASB 68 and assist with the journal entry.
We will review the GASB 75 actuarial report and be available for journal entry assistance

COST PROPOSAL

Attachment B

City of Benicia

Estimate of Cost
For the Fiscal Years Ended June 30,

Attachment B - Estimate of Cost

Name of Firm Maze and Associates
Address 3478 Buskirk Ave, Suite 215
 Pleasant Hill, CA 94523
Contact Name David Alvey, Audit Partner
Contact Phone Number 925-930-0902
Contact Fax Number 925-930-0135
Contact E-mail davida@mazeassociates.com

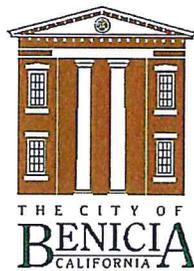
Auditor's Standard Billing Rates

Classification	<u>FY 2019-2020</u>	<u>FY 2020-2021 (a)</u>	<u>FY 2021-2022</u>	<u>FY 2022-2023</u>	<u>FY 2023-2024</u>
Partners	\$300	\$311	\$322	\$333	\$345
Director/Manager	160	166	172	178	184
Supervisory Staff	100	104	108	112	116
Professional Staff	85	88	91	94	97
Clerical Staff	65	67	69	71	73

(a) Our policy is to attempt to keep our clients fees constant after inflation. Therefore, the rates for years subsequent to 2020 have been adjusted by 3.5%.

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TECHNICAL PROPOSAL
TO PROVIDE
FINANCIAL AUDITING SERVICES FOR THE



Submitted By
MAZE & ASSOCIATES ACCOUNTANCY CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS
3478 Buskirk Avenue, Suite 215, Pleasant Hill, CA 94523
Telephone: (925) 930-0902 Fax: (925)-930-0135
www.mazeassociates.com

March 5, 2020

David Alvey, CPA Vice President (925) 930-0902, Ext. 227 davida@mazeassociates.com	Vikki Rodriguez, CPA Vice President (925) 930-0902, Ext. 247 vikr@mazeassociates.com
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**CITY OF BENICIA
FINANCIAL AUDITING SERVICES
TECHNICAL PROPOSAL**

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**CITY OF BENICIA
FINANCIAL AUDITING SERVICES
TECHNICAL PROPOSAL**

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ADDENDUM NO. 134



March 5, 2020

City of Benicia
Attn: James Russell-Field
Assistant Finance Director
250 East "L" Street
Benicia, CA 94510

Dear James:

We are pleased to present this proposal to provide financial audit services for the City of Benicia. We understand this proposal is for the annual audit of the City's financial statements for the three fiscal years beginning with the fiscal year ending June 30, 2020. We will also perform additional procedures and complete the other assurance services as specified in the City's Request for Proposal.

This proposal is a firm and irrevocable offer for a period of ninety (90) calendar days from the date of this proposal.

We are certain we are the most qualified firm to be your independent accountants. Maze & Associates is a professional services corporation in California which began operating over forty years ago. Since that time, we have rigorously employed our philosophy that "We are in Business to Help Our Clients Succeed!" Our clients know from experience we employ a variety of techniques, technologies and strategies to maximize effective and efficient audits without shifting our work onto our clients' staff. We have summarized our reasons below and explained them in depth in our proposal.

Municipal auditing is our main business. We believe we have the necessary qualifications to perform your audit.

- **We annually audit over 200 municipalities including special districts, joint powers authorities, successor agencies, housing authorities and financing authorities.**
- We currently have over fifty City, Town or County clients ranging in size from small towns to large complex cities, including six with populations in excess of 100,000. We are proud to say that over forty of our clients publish award-winning CAFRs, the majority of which we have provided assistance in compiling reports.
- **We conduct over three dozen Single Audits annually.**

Our Partners are actively involved in planning, conducting and completing the audit in our client's offices and our Partners are available when you need them. We resolve issues on the spot while the audit is being performed.

- When our Partners communicate with you, the Council and Committees, their knowledge is based on detailed specifics, not information which has been filtered through several layers of review.

Accountancy Corporation
3478 Buskirk Avenue, Suite 215
Pleasant Hill, CA 94523

T 925.930.0902
F 925.930.0135
E maze@mazeassociates.com
W mazeassociates.com

- **We have a long-term track record of client retention beyond our client's original contract terms because of the quality of our service. Please pay special attention to the client start dates in the Firm Qualifications and Experience – City, Town and Counties Clients Section.**
- **Our audit staff average more than 80 hours of training in municipal auditing and accounting and 1,500 hours of municipal audit experience each year.** This means you do not train our staff!
- Our fee includes **one free day of live training**. Starting in 2016, we implemented the annual Maze Live training. This will provide you with knowledge of upcoming GASB pronouncements and changes in the municipal field. Past classes included topics such as year two of GASB Statement 68, GASB Update, Implementation of GASB Statements 74 and 75, Fraud Environment, and Single Audit under Uniform Guidance. Future classes will focus on similar topics.
- **We are an Equal Opportunity Employer.**
- One of our Directors, Donald Hester, is a Certified IT Auditor. With our qualified information security staff we have developed and employ a number of technologies to streamline our audit process, ensure open channels of communication and data transfer while securing the confidentiality of client data.
- **Up to half our total audit time is spent at interim each year**, ensuring a smooth year-end audit. Our interim audit includes much of the work other firms postpone to year-end; we even begin the preparation of the notes to financial statements or suggest revisions to client-prepared financial statements.
- Our references - indeed, any of our clients, will confirm we are your best choice.

As with all our audits, we are committed to providing timely, quality audit services to the City of Benicia. We have no doubt that we are the firm best qualified to perform the services described in the request for proposal. After you have analyzed our proposal and - most importantly - talk with our references, we are quite confident you will agree.

David Alvey, Vice President (davida@mazeassociates.com), and Vikki Rodriguez, Vice President (vikr@mazeassociates.com), are authorized to represent, sign for and contractually obligate Maze & Associates, a Professional Corporation, located at 3478 Buskirk Avenue, Suite 215, Pleasant Hill, CA, 94523, (925) 930-0902.

We look forward to the opportunity to provide audit services for the City!

Yours very truly



David M. Alvey, CPA
Vice President

DMA:saa

LICENSE TO PRACTICE IN CALIFORNIA

Maze & Associates is a properly licensed California Certified Public Accounting firm. We are members of the Government Finance Officers Association (GFOA) and the California Society of Municipal Finance Officers (CSMFO) as well as the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants.

All assigned key professional staff are properly licensed to practice in California. Those staff that are certified public accountants have current California CPA licenses in the attest function, and have **received more than twice the required level of continuing education**, including the credits specifically required in the area of governmental audits.

Neither our firm nor any of our employees have a record of substandard or unsatisfactory performance, nor have any claims ever been filed with any State Board of Accountancy against our firm or any of our employees.

Business License

We will obtain a business license from the City of Benicia when we have been awarded the contract for professional auditing services.

INDEPENDENCE

As independent auditors, **our most valuable asset is our independence**. Unlike many firms, we have never allowed our independent audit function to be used to promote consulting or other work. In fact, consulting and related work have never amounted to more than a few percent of our total revenues, while our independent audit work has amounted to over seventy percent of our revenues.

Our firm and all our partners and employees are independent of the City of Brentwood as that term is defined by the American Institute of Certified Public Accountants, the California Society of Certified Public Accountants and the California State Board of Accountancy. While we were the City's independent auditor for the last five years, we have no present professional relationships with the City or any of its Council members or employees that would compromise our independence.

We will discuss in advance with the City any professional relationships being contemplated during the period of engagement that may present a potential conflict of interest. If the City and we believe any such relationship presents a conflict of interest, we will not enter into it.

FIRM QUALIFICATIONS AND EXPERIENCE

Overview

We are a professional services corporation located in Pleasant Hill, California. We presently have a total of fifty-five people including the following:

- Seven Shareholders, including five Audit Partners
- Two Directors
- Five Managers
- Seven Audit Supervisors

Sixteen of our professional staff are California Certified Public Accountants, and five additional staff members are in the process of completing their applications for licensure.

Thirty-six of our full-time professional staff members comprise our audit staff, as our firm's emphasis is on governmental and non-profit auditing and accounting. Several of our professional staff have national accounting firm experience, which we have blended with the more personal approach of a smaller firm.

All staff assigned to this engagement are full-time staff of our firm. We anticipate to assign two partners, one director, one manager, one senior associate, two audit associates and one administrative support to this engagement. Please see Proposed Segments of the Engagement in the Specific Audit Approach section of details of assignment for each staff.

The location of the office from which work on this engagement will be performed is Pleasant Hill, California.

The majority of our clients are cities or other municipal entities and we do this work twelve months of the year. We limit our practice in other areas and focus on being the best municipal audit firm in Northern California. Our clients include several cities similar to the City of Brentwood in size. Our audit strategy is tailored to municipalities and is quite different from the traditional approach adapted from commercial clients by general practice accounting firms.

We have focused on municipalities since 1986. We are active in GFOA, CSMFO and CMTA, and our Partners have been speakers at GFOA, CSMFO and CMTA functions.

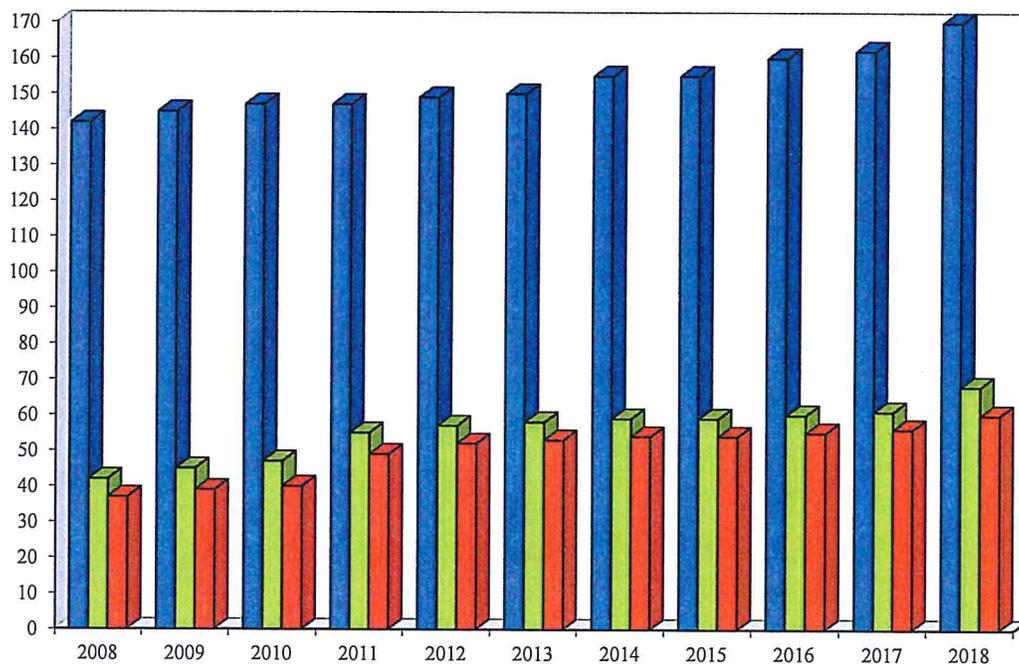
We are in business to help our clients succeed. We help you use the ever-growing tangle of accounting rules properly, but to your best advantage, by helping you keep out of trouble and helping you do the right thing. We stay in touch throughout the year to keep you abreast of municipal accounting developments and to help you avoid problems, instead of coming in afterwards to assess the damage. We rotate our audit emphasis based on our planning meetings with you so areas that concern you can be addressed as a normal part of the audit at no extra cost.

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Experience

We have focused on municipalities since our inception in 1986. We are active in and our Partners have been speakers at GFOA, CSMFO, CMTA, and the CalCPA Education Foundation.

Our practice includes over forty city clients and over forty city and special district CAFR award winners—more municipal clients and more award winners than any other Northern California accounting firm or international firm branch office. Seventy percent of our practice is municipal auditing, accounting and consulting, continuing throughout the entire year. Our growth can be seen in the graph below, which shows the growth in the number of our total municipal entity clients in blue, City audit clients in green and CAFR award winners in red.



Every one of the above CAFRs, won awards from GFOA and/or CSMFO.

As you can see from the client list in the Firm Qualifications and Experience – City, Town, and County Clients Section below we have a winning combination that has resulted in **strong client loyalty and retention**. Several clients who left have returned after seeing the difference between our firm and our competitors. **Others have remained our clients after completing a full-blown proposal process**, most recently Cities of Hayward, Milpitas, Oakley, Pittsburg, Manteca, Richmond and South San Francisco.

City, Town, and County Clients

The table below summarizes our most recent experience with audits of cities, town and counties. As you can see, we have successfully completed more than five engagements of local government agencies with revenues and expenditures exceeding \$200 million within the last 3 years. In addition, at least two local agencies have had Single Audits and REAC Financial Data Submissions performed. We are responsible for all phases of the work on these clients. **All of this work represents recurring annual audit and related work; all this work and that presented in the table was completed on or before the deadline from the first year listed for each client.** Please also see the Similar Engagements with Other Governmental Entities Section for names and current phone numbers for contacts on work quality and performance.

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

CITY, TOWN AND COUNTY

Client Name	Scope of Work	Client Start Date	CAFR Submission	GFOA Award	Single Audit
Population > 100,000					
Concord	Audits of City CAFR, Successor Agency, Healthcare District, Financing Authority, Single Audit	2019	✓ Yes	✓ Yes	✓ Yes
Daly City	Audit of City CAFR, Successor Agency, Single Audit, Transportation Development Act Audit, Transportation Measure, JPAs audits	1992 - Present	✓ Yes	✓ Yes	✓ Yes
Hayward	Audit of City CAFR, Successor Agency, Single Audit, Transportation Development Act Audit, Transportation Measure, Financing Corporation Audit	2011 - Present	✓ Yes	✓ Yes	✓ Yes
Richmond	Audit of City CAFR, Successor Agency, Single Audit, Transportation Development Act Audit, Retirement Plans Audit, Financing Authority Audit	2005 - Present	✓ Yes	✓ Yes	✓ Yes
Santa Clara	Audit of City CAFR, Successor Agency, Single Audit, Transportation Development Act Audit, Silicon Valley Power Audit	2012 - Present	✓ Yes	✓ Yes	✓ Yes
Vallejo	Audit of City CAFR, Successor Agency, Single Audit, Transportation Development Act Audit, Housing Authority Audit	2004 - Present	✓ Yes	✓ Yes	✓ Yes
Population < 100,000					
Alameda	Audit of City CAFR, Successor Agency, Single Audit, Transportation Development Act Audit, Transportation Measures	2018 - Present	✓ Yes	✓ Yes	✓ Yes
Atherton	Audit of Basic Financial Statements, Single Audit	2009 - Present	*	*	✓ Yes
Belmont	Audit of City CAFR, Successor Agency, Single Audit, Transportation Measure	1998 - Present	✓ Yes	✓ Yes	✓ Yes
Belvedere	Audit of City CAFR	2018 - Present	✓ Yes	✓ Yes	*
Benicia	Audit of City CAFR, Single Audit, Transportation Development Act Audit	2011 - Present	✓ Yes	✓ Yes	✓ Yes
Brentwood	Audit of City CAFR, Successor Agency, Single Audit, Transportation Development Act Audit	2007 - Present	✓ Yes	✓ Yes	✓ Yes
Brisbane	Audit of City CAFR, Successor Agency	2011 - Present	*	*	*
Burlingame	Audit of City CAFR, Single Audit, Transportation Development Act Audit	2016 - Present	✓ Yes	✓ Yes	✓ Yes
Davis	Audit of City CAFR, Single Audit	2015 - Present	✓ Yes	✓ Yes	✓ Yes
Elk Grove	Audit of City CAFR and Single Audit	2017 - Present	✓ Yes	✓ Yes	✓ Yes
Fairfax	Audit of Basic Financial Statements	2009 - Present	*	*	*
Foster City	Audit of City CAFR, Single Audit, Transportation Measure	2017 - Present	✓ Yes	✓ Yes	✓ Yes
Half Moon Bay	Audit of City CAFR, Single Audit, Transportation Development Act Audit	2014 - Present	✓ Yes	✓ Yes	✓ Yes
Lafayette	Audit of CAFR, Single Audit, Transportation Development Act Audit, JPA audits	2015 - Present	✓ Yes	✓ Yes	✓ Yes
Lathrop	Audit of City CAFR, Single Audit	2011 - Present	✓ Yes	✓ Yes	✓ Yes
Livermore	Audit of City CAFR, Successor Agency, Single Audit, Transportation Development Act Audit, Transportation Measures, Financing Corporation Audit	1988 - Present	✓ Yes	✓ Yes	✓ Yes

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Client Name	Scope of Work	Client Start Date	CAFR Submission	GFOA Award	Single Audit
Los Altos Hills	Audit of City CAFR, Single Audit, Transportation Measure	2016 - Present	✓ Yes	✓ Yes	✓ Yes
Manteca	Audit of City CAFR, Successor Agency, Single Audit, Financing Authority Audit	1986 - Present	✓ Yes	✓ Yes	✓ Yes
Martinez	Audit of City CAFR, Single Audit, Transportation Development Act Audit	2001 - Present	✓ Yes	✓ Yes	✓ Yes
Milpitas	Audit of City CAFR, Successor Agency, Single Audit, Transportation Development Act Audit, Financing Corporation Audit	1995 - Present	✓ Yes	✓ Yes	✓ Yes
Moraga	Audit of City CAFR, Successor Agency, Single Audit, Transportation Development Act Audit	2012 - Present	✓ Yes	✓ Yes	✓ Yes
Morgan Hill	Audit of City CAFR, Single Audit, Transportation Development Act Audit	2015 - Present	✓ Yes	✓ Yes	✓ Yes
Oakley	Audit of City CAFR, Successor Agency, Single Audit	2000 - Present	✓ Yes	✓ Yes	✓ Yes
Orinda	Audit of City CAFR, Single Audit, Transportation Development Act Audit	2015 - Present	✓ Yes	✓ Yes	✓ Yes
Pacifica	Audit of City CAFR, Single Audit, Transportation Development Act Audit, Transportation Measure	2015 - Present	✓ Yes	✓ Yes	✓ Yes
Pleasanton	Audit of City CAFR, Single Audit, Transportation Development Act Audit	2016 - Present	✓ Yes	✓ Yes	✓ Yes
Pittsburg	Audit of City CAFR, Successor Agency, Single Audit, Transportation Development Act Audit, Retirement Plan Audit	2011 - Present	✓ Yes	✓ Yes	✓ Yes
Portola Valley	Audit of Basic Financial Statements and Transportation Measure	2005 - Present	*	*	*
Redwood City	Audit of City CAFR, Successor Agency, Single Audit, Transportation Development Act Audit, Audit of Port of Redwood City, Audits of Joint Power Authorities	2019	✓ Yes	✓ Yes	✓ Yes
San Bruno	Audit of City CAFR, Single Audit, Transportation Development Act Audit	2016 - Present	✓ Yes	✓ Yes	✓ Yes
San Carlos	Audit of City CAFR, Successor Agency, Single Audit, Transportation Development Act	2016 - Present	✓ Yes	✓ Yes	✓ Yes
San Leandro	Audit of City CAFR, Successor Agency, Single Audit, Transportation Development Act Audit, Transportation Measures	2011 - Present	✓ Yes	✓ Yes	✓ Yes
San Pablo	Audit of City CAFR, Successor Agency, Single Audit, Transportation Development Act Audit	1995 - Present	✓ Yes	✓ Yes	✓ Yes
San Rafael	Audit of City CAFR, Successor Agency, Single Audit	2007 - Present	✓ Yes	✓ Yes	✓ Yes
San Ramon	Audit of City CAFR, Single Audit, Transportation Development Act Audit	2014 - Present	✓ Yes	✓ Yes	✓ Yes
Sausalito	Audit of City CAFR	2006 - Present	✓ Yes	✓ Yes	*

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Client Name	Scope of Work	Client Start Date	CAFR Submission	GFOA Award	Single Audit
South San Francisco	Audit of City CAFR, Successor Agency, Single Audit, Transportation Development Act Audit, Transportation Measure	2004 - Present	✓ Yes	✓ Yes	✓ Yes
Sutter Creek	Audit of Basic Financial Statements, Single Audit	2015 - Present	*	*	✓ Yes
Tracy	Audit of City CAFR, Successor Agency, Single Audit	2015 - Present	✓ Yes	✓ Yes	✓ Yes
Turlock	Audit of Basic Financial Statements, Successor Agency, Single Audit, Transportation Development Act Audit, Financing Authority Audit, Abandoned Vehicle Abatement Program	2013 - Present	*	*	✓ Yes
Visalia	Audit of City CAFR, Successor Agency, Single Audit, Transit Fund Audit, Transportation Measure	2015 - Present	✓ Yes	✓ Yes	✓ Yes
Watsonville	Audit of the City CAFR, Single Audit	2017 - Present	✓ Yes	✓ Yes	✓ Yes

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Grant and Compliance Audit Experience

Our pertinent Non-Transportation Single Audit Act experience is graphed below:

Client	Housing and Urban Development	Justice	Homeland Security	Agriculture	Defense	Commerce	Interior	National Endowment for the Arts & the Humanities	Energy/Education/Labor	Health & Human Services	Environmental Protection Agency
City of Alameda	■	■	■			■					
City of American Canyon											■
Association of Bay Area Governments				■		■	■				■
City of Belmont	■	■									
City of Concord	■	■			■						
City of Daly City	■	■	■	■				■		■	■
City of Davis	■		■								■
East Bay Municipal Utilities District			■				■				■
City of East Palo Alto	■	■	■			■			■	■	■
City of El Cerrito		■	■								
El Dorado Irrigation District											■
Food Bank of Contra Costa and Solano County	■		■	■				■			
City of Livermore	■	■	■							■	■
City of Manteca	■	■	■								
City of Martinez	■	■	■								
City of Milpitas	■	■	■	■							
City of Mountain View	■	■	■						■		
City of Napa	■	■	■								
City of Palo Alto	■		■						■		■
City of Pittsburg	■		■						■		■
City of Rancho Cordova	■	■	■								
City of Richmond	■	■	■						■	■	
City of Roseville	■	■	■		■	■			■		■
San Francisco Bay Area Water Emergency Transportation Authority			■								
City of San Pablo	■		■								
City of San Rafael	■		■								
City of Santa Clara	■	■	■						■		
San Ramon Valley Fire Protection District			■								
City of South Lake Tahoe	■	■		■			■				
City of South San Francisco	■		■	■					■		■
City of Suisun City	■	■	■								
City of Sunnyvale	■	■	■		■			■	■		
City of Tracy	■	■	■					■	■		■
City of Turlock	■	■	■								■
City of Vallejo	■	■	■		■						■
City of Visalia	■	■	■			■					■
City of Waterford	■		■								■
City of West Sacramento	■	■	■	■							■

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Our pertinent Single Audit Act and Transportation grant experience is graphed below:

Client	US Department of Transportation			Local	State	Transportation Development Act		
	Airport Improvement Program	Highway Planning & Construction	Transit & Other	Measures A, B, BB & C	SLPP/SLTPP/TSM	Transit/Para-Transit	Bicycle Pedestrian Trail	NTD
Alameda County Transit District		◆	◆	◆	◆	◆		◆
Alameda County Transportation Improvement District		◆	◆	◆				
Alameda County Transit Authority		◆	◆	◆				
City of Alameda		◆	◆	◆	◆	◆	◆	
City of American Canyon		◆	◆				◆	
Association of Bay Area Governments		◆			◆			
Town of Atherton				◆				
City of Belmont		◆	◆	◆			◆	
City of Brentwood		◆					◆	
Contra Costa Transportation Authority		◆		◆			◆	
City of Concord		◆	◆	◆	◆		◆	
City of Daly City	◆	◆	◆	◆	◆		◆	
City of Davis		◆	◆		◆		◆	
City of East Palo Alto				◆				
City of El Cerrito		◆					◆	
City of Galt		◆						
City of Larkspur							◆	
City of Livermore	◆	◆	◆	◆	◆	◆	◆	
Livermore Amador Valley Transit Authority			◆	◆		◆	◆	
City of Los Banos				◆			◆	
City of Manteca		◆	◆	◆			◆	
City of Martinez		◆	◆	◆			◆	
City of Millbrae		◆		◆			◆	
City of Milpitas		◆	◆		◆		◆	
City of Modesto	◆	◆	◆			◆	◆	
City of Mountain View		◆					◆	
City of Napa		◆	◆			◆	◆	
City of Oakley						◆	◆	
Peninsula Corridor Joint Powers Board			◆	◆	◆	◆	◆	
City of Palo Alto			◆				◆	
City of Portola Valley				◆				
City of Rancho Cordova		◆	◆	◆			◆	
City of Richmond		◆	◆	◆			◆	
City of Roseville		◆	◆		◆		◆	
City of San Carlos		◆			◆		◆	
San Francisco Water Emergency Transportation Authority			◆					◆
San Mateo Transit District		◆	◆			◆		◆
San Mateo County Transportation Authority		◆	◆					
City of San Pablo		◆		◆			◆	
City of San Rafael		◆	◆				◆	
City of Santa Clara		◆	◆			◆	◆	
Sonoma-Marin Rail Transit District (SMART)		◆	◆			◆		◆
Solano Transportation Authority		◆					◆	
City of South Lake Tahoe	◆	◆				◆	◆	
City of South San Francisco		◆			◆		◆	
City of Suisun City		◆					◆	
City of Sunnyvale		◆	◆					
City of Turlock		◆	◆			◆		
City of Tracy		◆	◆			◆		
City of Vallejo		◆	◆			◆		
City of Visalia			◆			◆		
City of Waterford		◆				◆	◆	
City of West Sacramento		◆	◆			◆	◆	
Town of Woodside				◆			◆	

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Retirement Plan Experience

We have experience on a dozen different retirement plans ranging in complexity from deferred compensation plans to complex sole employer defined benefit plans. We are familiar with the retirement plan complex cash and investment portfolios and how they differ from the typical municipal treasury function, benefit payment calculations and actuarial study analyses. Our largest retirement plan experience as measured by total assets are:

- East Bay Municipal Utility District Retirement Plan - \$1 Billion
- Contra Costa Water District Retirement Plan - \$110 million
- City of Concord Retirement Plan - \$45 million

Some of our clients have requested we perform extra services for their retirement operations. For example, we performed a complete recalculation of all retiree benefit payments from retirement date through 2009 to address concerns one client had about the administrator's accuracy. On several occasions we have performed an analysis of proposed actuary studies to determine acceptability and adequacy of assumptions based on accounting standards.

Transportation Experience

We have experience on both an international airport, (e.g. San Francisco) and on regional client airports including Hayward, Livermore, South Lake Tahoe, Modesto, Rio Vista and Visalia. Our experience includes important segments such as, concessionaires and lessees, hangar rentals and construction, Federal Transit Assistance programs, fuel farms and assisting in the evaluation and ranking of Airport Operator proposals.

Our Transportation experience includes audits of airports, fixed-route transit, paratransit and ferry transit operations funded by State Transit Assistance, Federal Transit Assistance, County voter approved transportation grants and Transportation Development Act grants received under Articles 3.0, 4.0, 4.5 and 8.0. We have also audited Article 3.0 projects such as bike paths, wheelchair ramps and trails and Proposition 1B projects.

Long-Term Debt Experience

Because of our depth of experience with municipalities we have experience with virtually every debt type and structure. We have experience auditing revenue bonds, certificates of participation, special assessment bonds, Marks-Roos bond pools, capital appreciation bonds, variable rate demand bonds, auction rate bonds, bond anticipation notes and bonds/swap agreements with synthetic fixed interest rates. Our experience with swaps by client including the total notional amount follows:

- Contra Costa Transportation Authority - \$300 million (Forward Swap commitment)
- City of Richmond - \$199 million, including a counter swap
- City of Pittsburg - \$156 million
- City of Roseville - \$115 million
- South Placer Wastewater Authority- \$94 million
- City of Modesto - \$62 million
- City of San Pablo - \$36 million

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Public Financing Authorities and Mello-Roos Experience

We have performed audits of public facilities financing authorities and Mello-Roos districts and designed financial statements that went beyond required disclosures to include Inception-to-Date information about capital projects. These disclosures can allow the reader to see and understand the entire scope and cost of capital projects, even though they may not remain on the authorities' books after completion.

We are familiar with public financing authorities and the accounting and auditing problems that can arise with their use. We have many clients that use financing authorities in issuing debt. We have considerable experience with the "blending" of financing authority funds with other City funds.

Assistive Resources

Our client support is unmatched by any other firm. As a San Francisco Bay Area municipal audit niche firm with five audit partners, we are positioned perfectly to provide staff and Council with a wide variety of resources. Support ranges from turn key financial statement drafts with linked footnotes and direct download-based financial statements to professional continuing education sessions. We are active in professional organizations affecting local government and have a strong presence in neighboring local governments which keeps our knowledge current that we readily share with our clients. And we do not charge extra for the five-minute phone calls throughout the year.

Client Training and Professional Development

We can provide you with varying levels of training and professional development resources. We provide our semi-annual continuing education to our staff and have on occasion opened it up to our clients who wish to keep their licensees current. Our audit fee includes providing training and assistance with the implementation of applicable new GASB statements, at no additional charge. Depending upon the complexity of the GASB Statement requiring implementation, the assistance could take the form of free access to web-based training, one-on-one or group training, suggested footnote disclosure templates and/or Excel spreadsheet templates.

We have also developed and conducted training specifically for our clients. Training can be general theory in nature, semi-customized or fully customized training that fits your operations. Theory intensity can be at the beginning, intermediate and advanced levels. On occasion, we have provided our clients with shorter presentations of new pronouncements and other requirements. At the City of Richmond, for example, we developed and taught monthly training sessions on virtually every major finance area to its staff over a twelve month period. Much of their staff had assumed new functions in the aftermath of serious staffing cuts several years ago and their Finance Director was seeking an economical method of enhancing their knowledge base and skill sets. At the Cities of Richmond, Livermore, El Cerrito and Belmont we provided grants management training to several departments as a means of solving coordination weaknesses.

In 2016, we launched Maze Live – this is a full day of training which is free to our clients and qualifies for continuing education credit. Past classes included topics such as year two of GASB 68, GASB update, Implementation of GASB Statements 74 and 75, Fraud Environment, and Single Audit under Uniform Guidance. Future classes will focus on similar topics.

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Books, Periodicals, News Letters, and Professional Standards

We provide our staff and our clients, if they wish, all of the resources they need to complete their work efficiently and effectively. Our resources include all AICPA Professional Standards, AICPA Audit and Accounting Guides, GASB statements, interpretations, implementation guides and concept statements, FASBs, ARBs, APBs, Generally Accepted Government Audit Standards (The "Yellow Book"), Single Audit Regulations and website links to OMB Circulars, the SF-Sac Data Collection Form and instructions, website links for CFDA numbers, the Code of Federal Regulations and publications of the Government Accountability Office. We also have GFOA documents such as CAFR Checklists, the Governmental Accounting, Auditing and Financial Reporting Guide (the "Blue Book"), the GAAFR Review, and ACWA newsletters. We maintain an up-to-date library of guidelines and other documents we use such as cash and investment guidelines, and Transportation Development Act regulations and guidelines, Transportation Measures A, B and C guidelines and regulations. And, we attend conferences by CSMFO, CRA, ACWA, AIPCA and the CalCPA Education Foundation to keep ourselves current.

Support Services

Besides financial auditing services we also provide a variety of other services including:

- ❖ **Temporary Accounting Assistance** - When we are not limited by independence regulations, we have provided additional accounting help in areas such as:
 - Construction in Progress Accounting
 - Owner Participation Agreement/Disposition and Development Agreement Accounting
 - Forecasts and Projections
 - Grant Management
 - Capital Assets
 - General Ledger Journal Entries
 - Debt recording
 - Account analysis and clean up
- ❖ **Preparation of Controller's Reports and annual filings** - We can prepare any of the following whether you are an audit client or not:
 - State Controller's Reports for:
 - Cities
 - Special Districts, or
 - Transportation Planning Agencies
 - Annual Street Reports
 - Information Returns
- ❖ **Training and Continuing Education** – Generic or customized to fit your needs!
 - Governmental Accounting - Beginning, Intermediate and Advanced Levels
 - Grant Accounting and Management
 - Bank Reconciliations
 - Management and Accounting
 - Cash and Investments
 - Accounting for Receivables and Revenues
 - Accounts Payable and Purchasing
 - Capital Asset Accounting
 - Debt Accounting and Management
 - Information System Security and Microsoft training
- ❖ **Operational Segment Audits** such as:
 - Cash collection controls and procedures
 - Loans receivable management
 - Police evidence room
 - Cal-Card and Purchasing Card

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

- ❖ **Project Length Audits** such as Construction in Progress project audits and Joint Powers Authority member equity calculations.
- ❖ **Lease/Franchise/TOT/Independent Operator Agreement Audits** including rent recalculations, revenue controls, payroll/independent contractor compliance and more.
- ❖ **Pre-award Operator/Contractor Analysis and Audits**, such as
 - Preaward audits of Engineering Firms funded by CALTRANS
 - Independent Analysis of Proposed Airport Operators
 - Independent Analysis for Prospective Fire Service Providers
- ❖ **Information Systems Support** customized to fit your needs:

<ul style="list-style-type: none"> ➤ Information System Reviews and Audits ➤ Network Vulnerability Scans ➤ Security and Access Reviews 	<ul style="list-style-type: none"> ➤ Security and Microsoft Certified Training ➤ Microsoft Small Business Specialist ➤ Microsoft Professional Accountants Network
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Professional Activities

We are active members of the Government Finance Officers Association and the California Society of Municipal Finance Officers as well as the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants. We are also a member of the Association of California Water Agencies (ACWA). We are frequent speakers at various organizations.

We attend CSMFO Northern California chapter meetings on a regular basis, and we have served as speakers on various occasions. We also attend the CSMFO Annual Conference, at which our Partners have been speakers. We have also attended the League of California Cities' annual Financial Management Seminars.

Amy Meyer, Partner, and Katherine Yuen, Partner, serve on the Governmental Accounting and Auditing Committee of the California Society of CPAs. David Alvey, Partner, serves on the Accounting Procedures and Assurance Services Committee of CalCPA and the Professional Standards Committee of CSMFO. Amy Meyer and David Alvey are CAFR reviewers for the CAFR Award Program of the Government Finance Officers Association.

Internal Quality Assurance System

Every one of our audit and assurance engagements has an Engagement Partner responsible for the successful completion of the work as well as ensuring we maintain quality levels that satisfy professional standards. Our very high Partner to staff ratio of one to seven is higher than that of traditional firms. We specifically structure our work for on-site Engagement Partner participation while the audit is being conducted. This structure is done by design to ensure we have active on the job oversight of staff and timely completion of the work.

We have always subjected our audit and assurance engagements to a second Quality Assurance Review. Historically this was performed by a second partner. However, over the past several years audit quality controls standards have been revised and enhanced. Standards issued by the American Institute of Certified Public Accountants and General Accountability Office now form the guidance in determining adequate quality controls for audit firms. While not required by the Standards, we believed it would be better to have an independent second review of the work by someone without engagement responsibilities and to have that person report to the shareholders directly as a group rather than any one shareholder.

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

External Quality Control Review/Peer Review

We are members of the Quality Review Program of the AICPA, which means we subject ourselves to a peer review of our workpapers and quality control procedures every three years by independent accountants specializing in such work. **Our most recent peer review was completed in 2018; we again received a rating of pass, the highest level of assurance possible.** This peer review included a review of several governmental and non-profit audit engagements, including three Special Districts. A copy of our most recent peer review opinion is located at the end of this section.

Our municipal audit reports are subject to annual reviews by various branches of the Office of the State Controller. District audit reports and Single Audit Act reports receive scrutiny. During the past five years every one of these reports has been accepted as submitted. Of course, all of our clients' CAFRs are also reviewed by GFOA for award consideration; every report submitted has won an award from GFOA.

Federal or State Desk or Field Reviews

We have not been subject to any State Desk or Field Reviews of our audits during the past three years.

We have been subject to one Federal Desk or Field Review for one client's Single Audit Report during the past three years. The results of that review issued by the U.S. Department of Transportation (DOT) in March 2017 received an overall rating of "pass with deficiencies" and indicated our work "generally met the requirements of the Single Audit Act, OMB Circular A-133, and DOT's major program" and that the Department "found nothing to indicate our opinion on the Federal Transit Cluster was inappropriate or unreliable," but did note deficiencies that should be corrected in future audits. We responded to DOT regarding the findings in the desk review and have already provided staff training related to the findings and have implemented procedures to eliminate the likelihood they will recur in the future.

Litigation

We have not been sued over poor work quality, nor have we paid any such claims out of court in the past five years, and there are no current and we are not aware of any potential lawsuits. In addition, we have not received any disciplinary action taken or pending action against us during the past three years with state regulatory bodies or professional organizations.

No Disciplinary Action

We have no record of substandard or unsatisfactory performance, nor have any claims ever been filed with any State Board of Accountancy against our firm or any of our employees.

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Peer Review Letter



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Company@CoughlanNapaCPACo.com

Report on the Firm's System of Quality Control

January 31, 2018

To Maze & Associates Accountancy Corporation 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 Maze & Associates Accountancy Corporation (the firm) in effect for the year ended May 31, 2017. 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 (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

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. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

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.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

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Member: American Institute of CPAs • California, Hawaii, & Oregon Societies of CPAs

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Peer Review Letter (Continued)

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Maze & Associates Accountancy Corporation in effect for the year ended May 31, 2017, 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*. Maze & Associates Accountancy Corporation has received a peer review rating of *pass*.

Coughlan Napa CPA Company, Inc.

Coughlan Napa CPA Company, Inc.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

Proposed Audit Team

We are proposing to assign David Alvey, CPA, as Engagement Partner and Vikki Rodriguez, CPA, as Technical Review Partner, and Amber Coatney, CPA, as Manager, and Fatema Khatun, as Senior Associate to your audit. We will also have Donald Hester, our Information Technology Director, perform a review of your information system as it relates to our work.

We will balance out our resources with our Senior Associates and Associates to form a fully leveraged team. All of our audit staff are experienced with basic financial statements, Comprehensive Annual Financial Reports, large enterprise operations, Successor Agencies, retirement plans, Single Audits, Transportation Development Act Audits, capital assets and infrastructure, long-term debt, including swaps and related compliance and continuing disclosures, and all other aspects of municipal accounting and financial reporting.

Brief resumes of our proposed team members follow:

DAVID ALVEY, CPA, Engagement Partner – graduated from St Mary’s College, Moraga with a Bachelor of Science Degree in Accounting and a Minor in Business Administration. David has received **500 hours of continuing education in the past five years**. David has experience as an internal auditor at California Savings Bank in Oakland, CA. He is a Certified Public Accountant in the State of California. He is a member of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants. David is also a member of the Association of Certified Fraud Examiners. He is also a member of the CalCPA Accounting Procedures and Assurance Services Committee and the CSMFO Professional Standards Committee. He is a frequent speaker at our annual training and recently taught a class of over 100 attendees on Fraud and GASB updates at the annual MazeLive client training event. He has published articles with California Special District Association’s newspaper. His relevant experience includes:

Alameda County Transportation Authority	ID Business Solutions
Alameda County Transportation Improvement Authority	Livermore Amador Valley
Alameda-Contra Costa Transit District	Transportation Authority
City of American Canyon	City of Larkspur
American River Authority	City of Livermore
Association of Bay Area Governments	City of Los Altos
Associated Community Action Program	City of Manteca
Bay Area Clean Water Agencies	Mid-Peninsula Water District
City of Benicia	Middle Fork Project Finance Authority
City of American Canyon	Monument Crisis Center
Bethel Island Municipal Improvement District	City of Napa
Calaveras County Water District	City of Oakley
Castle Rock County Water District	Partners in School Innovation
Central Contra Costa Sanitary District	City of Petaluma
Central Market Community Benefit District	City of Pittsburg
Clausen House	Placer County Water Authority
Coastside County Water District	City of Pleasant Hill
Contra Costa Water Financing Authority	Regional Parks Foundation
Contra Costa Water District	Richmond Housing Authority

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE (Continued)

David Alvey, CPA (Continued)

Contra Costa Water District Retirement Plan	City of Rio Vista
City of Cupertino	City of Roseville
City of Daly City	City of San Leandro
City of Davis	San Mateo Community College Foundation
Delta Diablo	San Mateo County Transportation Authority
Diablo Water District	Peninsula County Joint Powers Authority
East Contra Costa Habitat Conservancy	San Mateo County Transit District
DSRSD/EBMUD Recycled Water Authority	Santa Clara Valley Water District
Dublin San Ramon Services District	Skyline County Water District
East Bay Municipal Utilities District (EBMUD)	Solano Irrigation District
EBMUD Employee Retirement System	Solano Transportation Authority
East Palo Alto Sanitary District	Sonoma County Agricultural Preservation & Open Space District
Education Pioneers	Sonoma-Marin Area Rail Transit
El Dorado County	South San Joaquin Irrigation District
El Dorado Irrigation District	Southern Marin Fire Protection District
	Stanislaus Waste to Energy
City of Escalon	Stinson Beach County Water District
Fairfield-Suisun Sewer District	Stopwaste
Freeport Regional Water Authority	City of Sunnyvale
City of Galt	Upper Mokelumne River Watershed Authority
City of Hayward	Walnut Creek Chamber of Commerce
	West Bay Sanitary District

VIKKI C. RODRIGUEZ, CPA, Technical Review Partner – Vikki graduated from San Diego State University where she received her Bachelor of Science Degree in Accounting with a Minor in English, and received her Master's in Taxation at Golden Gate University in 2006. She is a Certified Public Accountant in the State of California. She is a member of the American Institute of Certified Public Accountants. Vikki spent a year and a half working as an accountant at the City of Daly City and her college years working part time for both municipal government and nonprofit organizations prior to joining the firm in 1998. Vikki has accumulated **over 360 hours of continuing education in the past three years** as an instructor, participant and student. She has attended many of the annual Nonprofit Organization Conferences held by the California CPA Foundation, as well as CSMFO conferences. Vikki has served as a member on several non-profit Boards and Audit Committees and is currently the Board President of the Center for Human Development. Her audit experience includes the following:

Special Districts

Alameda-Contra Costa Transit District	Livermore Amador Valley Transit Authority
Association of Bay Area Governments	Livermore Area Recreation & Park District
Bay Area Clean Water Agencies	Livermore Amador Valley Water Management Agency
Alameda Municipal Power	Marin-Sonoma Mosquito & Vector Control District
Bethel Island Municipal Improvement District	Menlo Park Fire Protection District
Calaveras County Water District	Mid-Peninsula Water District

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE (Continued)

Vikki Rodriguez, CPA (Continued)

Central Contra Costa Sanitary District
 Coastside County Water District
 Contra Costa County Abandoned Vehicle Abatement
 Services Authority
 Contra Costa Mosquito & Vector Control District
 Contra Costa Transportation Authority
 Contra Costa Water District
 Copperopolis Fire Protection District
 Delta Diablo Sanitation District
 Diablo Water District
 DSRSD/EBMUD Recycled Water Authority
 Dublin San Ramon Services District
 East Bay Municipal Utility District
 East Palo Alto Sanitation District
 Eastern Contra Costa Transit Authority
 El Dorado Irrigation District
 Fairfield Suisun Sewer District
 Freeport Regional Water Authority

Novato Sanitary District
 Peninsula Corridor Joint Powers Board
 Rodeo-Hercules Fire Protection District
 San Francisco Bay Area Water Emergency
 Transit Authority
 San Mateo Transportation Authority
 San Mateo County Transit Authority
 Santa Clara Valley Animal Control Authority
 Santa Clara Valley Water District
 Silicon Valley Animal Control Authority
 South San Joaquin Irrigation District
 Skyline County Water District
 Solano Transit Authority
 TRAFFIX
 Upper Mokelumne River Watershed Authority
 West Bay Sanitary District
 West Valley Sanitation District

Cities

City of Alameda
 City of American Canyon
 City of Belmont
 City of Benicia
 City of Cupertino
 City of Daly City
 City of El Cerrito
 City of Emeryville
 City of Half Moon Bay
 City of Larkspur
 City of Livermore
 City of Los Banos
 Town of Los Altos Hills
 Town of Los Gatos
 City of Manteca

City of Martinez
 City of Milpitas
 City of Newark
 City of Palo Alto
 City of Petaluma
 City of Pittsburg
 City of Pleasant Hill
 City of Pleasanton
 City of Rio Vista
 City of San Carlos
 City of San Pablo
 City of San Rafael
 City of Suisun City
 City of San Mateo
 City of South Lake Tahoe
 City of Tracy
 City of Visalia

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE (Continued)

AMBER COATNEY, CPA, Manager – graduated from St. Mary’s College in 2012 with a **Bachelor of Science in Accounting**. Amber has received **400 hours of continuing education** since joining our firm and has participated in the following audits:

Association of Bay Area Governments	City of Martinez
Town of Atherton	Measure J Traffic Congestion Relief Agency
City of Belmont	City of Milpitas
City of Brisbane	City of Morgan Hill
California Joint Powers Risk Management Authority	Novato Fire Protection District
Castle Rock County Water District	City of Oakley
Central Contra Costa Sanitary District	Pooled Liability Assurance Network Corporation
Contra Costa Mosquito & Vector Control District	Town of Portola Valley
Comp Shared Risk Pool	Publicly Owned Energy Resources
City of Cupertino	City of Rancho Cordova
Daly City Peninsula Partnership Collaborative	Real Options for City Kids
City of Dublin	Redwood Empire Municipal Insurance Fund
Dublin San Ramon Services District	City of Richmond
East Bay Municipal Utilities District	City of Roseville
East Contra Cost Fire Protection District	City of Santa Clara
City of El Cerrito	City of San Leandro
Education Pioneers	San Mateo County Community Colleges Foundation
City of Fairfax	City of San Rafael
Finance Authority for Nonprofit Corporations	City of San Ramon
City of Galt	Silicon Valley Animal Control Authority
Jamestown Community Center	Silicon Valley Education Foundation
City of Larkspur	Silicon Valley Power
City of Lafayette	Sonoma County Agricultural Preservation & Open
City of Lathrop	Space District
City of Livermore	City of South San Francisco
City of Los Altos	Stinson Beach County Water District
City of Manteca	City of Sunnyvale
	Water Emergency Transportation

FATEMA KHATUN, Senior Associate – graduated from San Francisco State University, in 2016, with a Bachelor’s Degree in Accounting. Fatema has **received over 120 hours of continuing education** since joining our firm in August 2016. Fatema’s audit experience includes the following:

Association of Bay Area Governments	K to College
Town of Atherton	City of Lafayette
City of Belmont	City of Larkspur
City of Benicia	City of Martinez
City of Brentwood	City of Milpitas
Central Market Community Benefit Corporation	City of Oakley
Civic Center Community Benefit District	City of Pittsburg
Contra Costa Water District	City of Rancho Cordova
City of Davis	South San Joaquin Irrigation District
Delta Diablo Sanitation District	City of Tracy
East Bay Municipal Utilities District	
City of Foster City	

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE (Continued)

DONALD E. HESTER, CISA, Director – Donald’s clients include local municipalities, non-profits, corporations and federal government agencies, specializing in a wide array of compliance programs, audits and security assessments such as PCI, FISMA, COBIT, ITIL and ISO27002. He is a guest lecturer and speaker on security topics for CMTA, CSMFO, MISAC, CISOA, ISACA and others and has served on various advisory committees as a subject matter expert in information technology and security. Donald also teaches IT Audit and Forensics at the University of San Francisco and Microsoft courses for Los Positas College, San Diego City College and for the @One program of the California State Chancellor’s office. Donald graduated with honors from the American Military University with a Bachelor’s Degree in Security Management with a concentration in Information Security. Donald is currently pursuing a Master Degree from Biola University. He has nearly 20 years of experience in the security field and has been with us since 1995. He has **received more than 320 hours of continuing education** in the past three years and has over 900 hours of instructional work. His certifications include: CISSP, CISA, CAP, CRISC, QGCS, MCT, MOFF, MCITP, MCTS, MCSE Security, MCSA Security, MCDST, Security+, and CTT+. Donald is also Commandant and past treasurer for the Delta Diablo Det. 1155 Marine Corps League and board member for two non-profits.

Staff Training

We believe the level of training we provide is unmatched by any other accounting firm. **Our audit staff receives an average of 80 hours of continuing education annually, including an average of over 48 hours of municipal audit and accounting training. These are twice the amount required by professional standards.**

Our program places heavy emphasis on governmental accounting and auditing classes conducted by our own staff, supplemented by courses offered by the California Society of Certified Public Accountants, the American Institute of Certified Public Accountants, the Government Finance Officers Association, the California State Municipal Finance Officers Organization and the Association of California Water Agencies.

We accomplish this task by reserving two weeks each year solely for staff training. Our training is very specific and very participatory; lectures are almost non-existent as people are involved in a continual give-and-take format designed to educate while it helps us improve our services. We deal with specific clients and situations, we solve problems and do case studies, and we train people for real-life situations through role-play exercises. Everyone is equal in these exercises and everyone contributes their own experience in the field and the ideas they have formulated from that experience. **Suggestions coming out of staff training sessions are the source of most of the service improvements and refinements we make each year.**

Qualifications and Continuity

Our people accumulate over 1,500 hours of purely municipal audit and accounting experience annually, far more than in any general service accounting firm.

We provide our clients continuity while introducing enough new people to keep our perspective fresh and provide you with the benefits of rotation. We intend to retain all the people assigned to your audit throughout this year’s entire engagement. In future years we plan to rotate no more than one person on each segment whom we will replace with someone of equal experience. Changes to the engagement partner, manager, or supervisory staff will be made only after written permission from the City.

We do everything we can to ensure continuity because it helps you, it helps our staff and it helps us. We schedule the entire year in advance to avoid conflicts, and we give priority to clients who are able to accurately predict the date their books will be closed, so that the staff on their audit will not be affected if another client’s closing or audit is delayed. We attempt to match personalities as well as skills and abilities so that our staff and yours will get along well.

PRIOR ENGAGEMENTS WITH THE CITY OF BENICIA

We are the predecessor auditor for the City of Benicia. Although we have been the City's audit firm for the past five year, we have rotated out the Audit Partners and Associates to a new team to provide a new prospective.

SIMILAR SERVICES WITH OTHER GOVERNMENT ENTITIES

Please contact these references for further information, or if you wish call any of our clients for a reference!

City of Hayward – A client from 1996 to 2007, rotated back to Maze & Associates in 2011

Engagement Partner – Katherine Yuen

Principal Contact – Dustin Clausen, Finance Director, (510) 583-4000, Dustin.Claussen@hayward-ca.gov

Total Staff Hours: 820 Hours

Work Scope and Reports:

- Comprehensive Annual Financial Report (GFOA Award Winner)
- Memorandum on Internal Control and Required Communications
- Single Audit Act Report
- Proposition 111 Agreed Upon Procedures Report
- Measure B, BB and F Reports
- Transportation Development Act Report
- Hayward Public Financing Authority Audit

Town of Los Altos Hills – A client since 2016

Engagement Partner – David Alvey

Principal Contact – Sarina Revillar, Administrative Services Director, 650-947-2512, srevillar@losaltoshills.ca.gov

Total Staff Hours: 405 Hours

Work Scope and Reports:

- Comprehensive Annual Financial Report (GFOA Award Winner)
- Memorandum on Internal Control and Required Communications
- State Controllers Reports

City of San Bruno – A client since 2015

Engagement Partner – David Alvey

Principal Contact – Darlene Wong, Accounting Manager, 650-616-7026, dwong@sanbruno.ca.gov

Total Staff Hours: 612 Hours

Work Scope and Reports:

- Comprehensive Annual Financial Report (GFOA Award Winner)
- Single Audit Act Report
- Transportation Development Act Audit
- Memorandum on Internal Control and Required Communications
- Measure J Report

SIMILAR SERVICES WITH OTHER GOVERNMENT ENTITIES (Continued)
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City of Pleasanton – A client since 2016

Engagement Partner – Vikki Rodriguez

Principal Contact – Tina Olson, Director of Finance, (925) 931-5402

Address – 123 Main Street Pleasanton, CA 94566

Total Staff Hours – 602 hours

Work Scope and Reports:

Comprehensive Annual Financial Report (GFOA award winner)

Measure B, BB and F Reports

Community Transit Services Inc. Report

Memorandum on Internal Control Report and Required Communications

Proposition 111 Agreed Upon Procedures Report

Transportation Development Audit

Single Audit Act Report

Housing Authority Report

Annual Report of Financial Transactions

City of Martinez – A client since 2001

Engagement Partner – Vikki Rodriguez

Principal Contact – David Glasser, Finance Director, (925) 372-3579

Address – 525 Henrietta Street Martinez, CA 94553

Total Staff Hours – 616 hours

Work Scope and Reports:

Comprehensive Annual Financial Report (GFOA Award winner)

Memorandum on Internal Control and Required Communications

Single Audit Act Report

Proposition 111 Agreed Upon Procedures Report

Transportation Development Audit

Marina System Report

Water System Report

SPECIFIC AUDIT APPROACH

Overview

Our audit strategy is designed specifically for municipalities. We perform half our audit well before year-end so we can identify problems early. Our strategy maximizes our efficiency and lessens the load on our clients. When engaged to prepare the financial statements, we prepare proformas of them for your review, well before year-end and we give you detailed interim and final-phase checklists of all the items we will need from you months in advance. We have integrated GASB 34 requirements into our strategy so that there is a seamless transition to the entity-wide statements.

We will plan the audit in detail and prepare an Audit Plan which details the information we will need from you to complete our interim and year-end audits, along with the person responsible for preparing it and the date they will have it ready. We tailor it to refer directly to the schedules you already prepare.

We do not require special reports or reconciliations just for our audit. We have found that coordinating our team and our client's staff works very well because it helps minimize the impact on your staff at year end. This way the Audit Plan includes most data we need from you so you and your staff can plan and schedule your work accordingly. **Our clients know from prior experience with our firm, that we excel at minimizing our impact on your staff.**

SPECIFIC AUDIT APPROACH (Continued)
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Specific Audit Strategy—Interim

Unlike older-style firms, **we perform most of our important work at interim**, well before the end of the fiscal year. We use our interim work to identify and solve problems and plan the year-end closing and audit in detail. Well before we begin our interim work we will send you a list of the items we need, so you will have time to prepare.

We forecast many year-end amounts at interim, so that we can limit the amount of work required at year-end and concentrate instead on areas of concern. For example, we normally perform all our cash and investment testing at interim, including sending confirmation letters to depositories and determining financial statement categorizations. Performing these last two steps at interim allows plenty of time to follow up on confirmations or resolve questions about the proper categorization of an investment without delaying the audit. As another example, we test long-term debt at interim and forecast year-end balances and transactions for each debt issue.

We use **remote inquiry** as much as possible at interim, in order to increase our efficiency and reduce our impact on your staff. We can download Council minutes and other documents from your website for review. Combining these abilities with our checklists has allowed us to perform larger portions of the audit in our own offices and reduce our questions to writing so that you have more time to deal with them.

Laws, Regulations and Compliance

Our audits are designed to ensure that we test transactions for compliance with the 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, Transportation Development Act requirements, etc. We identify applicable laws and regulations as part of our audit planning each year.

The California Government Code has many provisions and underlying regulations relating to investments and the investment policy, all of which are tested as part of our audit of cash and investments. That Code and the underlying regulations also form the basis of our compliance audit tests of Housing Successors, Child Development Programs, debt and other areas.

To the extent possible, we also begin our tests of compliance with laws and regulations at interim, including use of the Uniform Guidance and the OMB Compliance Supplement and any other applicable compliance guidelines. Even if the work cannot begin until year-end we determine the applicable laws and regulations for our compliance testing so that we may incorporate the necessary information into our year-end closing checklist. Our audit samples for purposes of compliance vary based on the grant or compliance guidelines and are program-specific. The samples are stratified to ensure we test transactions that are representative of the costs charged to grants.

Specific Audit Strategy – Analytical Procedures and Year End

At year-end we do not repeat any of the work we performed at interim. Instead, we focus on the items in your Audit Plan and on the Basic Financial Statements. Our Engagement Partner and Manager will meet with you on the first day of the year-end audit to review the status of the year-end closing and to determine if modifications to our year-end approach are needed. This meeting sets the stage for the year-end audit; by this time the format and content of the financial statements is pretty well set and most audit adjustments have been identified. If we find any material adjustments, we will discuss them with you immediately and provide you with the journal entries required; we do not propose adjustments that are not material.

SPECIFIC AUDIT APPROACH (Continued)
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At the conclusion of our year-end work, our Engagement Partner, and Manager, will review the City's financial statement drafts and provide feedbacks. Once the final financial statements draft is ready, a second partner not involved with the audit will perform a "quality assurance review" of the financial statements and workpapers so that we will be ready to sign the financial statement opinions as soon as possible.

You will find our strategy allows you to control the audit process, enables you to spread the work over the year as you wish and greatly reduces the pressure at year end.

Audit IT Systems, Security and Going Green

Hand-in-hand with our continuing investment in our people has been our increased investment in systems and hardware support. **We have a full-time staff of three people who maintain our state-of-the-art systems capabilities and provide increasing levels of such service to our clients.**

Every person on our staff is provided with a Windows operating system PC networked with other audit team PCs and a printer via our own wireless LAN establish at the start of each audit in our client's office. Years ago, we completely eliminated hardcopy workpapers by converting to *ProSystems fx Engagement* paperless audit software published by Commerce Clearing House. We use Word as our word processor and Excel for preparation of financial statements and schedules and Outlook for personal information management.

Because of our shift from hardcopy documentation to softcopy and our obligation under professional standards to maintain confidentiality of client data, we instituted state-of-the-art security protections to ensure client data remains confidential and secure. For example, many CPAs use email as a method of communicating financial data to and from clients. But emails are not secure communications! We therefore employ a secure data file transfer system called "LeapFile" under which we exchange data files with our clients using a secure website. This keeps data confidential and has the added benefit of permitting downloads of large excel files or Microsoft Office files that may be erroneously rejected by some email scanning software. In the event one of our staff works out of the City's offices or telecommutes, they access data via our virtual private network. **Our VPN, LANs, and audit software are password protected and encrypted to ensure your data remains confidential and secure.**

We will also use some type of connection to the internet during our audit, but coordinate it with your IT Staff to ensure there are no breaches in security or protocols.

We have working experience with a broad range of accounting software and systems. We have reviewed and tested controls over these systems. We have used and tested reports produced by these systems. The newer systems allow on-line inquiry or query and custom report writing, and we use these functions whenever possible.

Local Expertise and Resources

Our expertise and resources are local which provides our clients with timely on-the-spot responses to issues and questions as they arise. Our in charge associate is on site daily while the audit team is in the field. Our Engagement Partner is frequently checking on progress, discussing and resolving issues with the Audit Team, as well as meeting with our client as needed. In cases of highly complex operations or unusual issues, our Technical Review Partner is brought out to meet with the audit team and provide technical support, consultation and participate in meetings with our clients as needed. With all our resources available locally, our clients are assured of in depth, timely audits and expedient resolutions to questions and issues as they arise.

SPECIFIC AUDIT APPROACH (Continued)
Information System Review

Information System Security became an important part of financial statement audits and we have performed an Information Systems Review (ISR) with every audit since 2001. Unlike our competitors, we extend our review to not only encompass the financial system, but also the network environment that houses that system. From our perspective, the internal controls that are present in the overall network environment are critical to understanding the internal controls over the financial system.

Unlike financial statements, there are currently no authoritative standards that local governments must employ to ensure that adequate and appropriate IT controls are designed and implemented. We extensively researched this area and concluded it was most appropriate to base our ISR on the certification and accreditation framework developed by the National Institute of Standards and Technology (NIST) for the Federal Information Security Management Act (FISMA) which is the minimum security required for federal government agencies information systems. NIST recommends states, local governments and Indian tribes comply with these standards as well. **Our reviews include procedures to determine that your systems are adequately protected from unauthorized internal access, provide for reasonable measures to ensure continuation of service, provide for security of data from physical or network access and have internet access defenses including hacker prevention, detection and deterrent systems.**

Our information systems reviews are performed by qualified information security professionals who hold at least the Information Systems Audit and Control Association's (ISACA) Certified Information Systems Auditor (CISA) or the (ISC)²'s Certified Information Systems Security Professional (CISSP). Both certifications require continuing professional education. As a value added service we will provide the City with a matrix of the maturity as compared with NIST's certification and accreditation framework.

System Controls, Transaction Cycle Processing Verification and Sample Sizes

With any data processing system upon which we intend to rely as a means of reducing substantive testing, we perform a variety of tests to verify the accuracy of transaction processing, the reliability of system control points and authorization controls, appropriateness of profile structures including Super-user rights access, and automated functionality such as sub-ledger integration and auto-journal entry validity and set up controls.

Gaining an understanding of the design of relevant procedures, controls and authorization levels is integrated with our risk assessment procedures discussed under the *Client Tailored Risk Assessment* section below. As part of our risk assessment process we identify those transaction cycles we intend to rely on. Both processing procedures and controls that are to be relied on are tested with our audits.

Transaction cycle processing and control tests typically involve sampling techniques. Most of our transaction samples are selected and tested during the interim portion of our work. Each sample will run from twenty-five to sixty transactions in size. We use interval and judgment sampling techniques with a high degree of stratification. Most municipalities operate more than one major revenue system. Therefore, we typically determine which revenue transactions are processed with common procedures and controls and deem that to be a single population and subject it to a single sample. Other revenue cycles processed with separate controls are tested with their own samples. For example, it is common for separate samples to be selected for governmental receipts and each major enterprise fund. Transaction cycles we sample are dependent on materiality to each client's financial statements but typically include, payroll, disbursements, receipts, loans receivable, investments and budget transactions and in accordance with the requirements of Statement of Auditing Standards #99 we also sample journal entries. Samples from each grant audit or major federal award program are also made. Samples are triple purpose samples and we test for correct recording, compliance with applicable policy or regulation and key control attributes – both manual and automated. This includes verification of sub-ledger integration and auto-journal entry validity, if needed.

SPECIFIC AUDIT APPROACH (Continued)
Profiles, Access and Setup Controls

Despite advances in information technology automation and system control features, classic segregation of duties concepts remain a mainstay for providing adequate internal controls. What has changed however, is the necessity to determine system profile structures and actual system access. We inquire how our clients establish and maintain system profiles for relevant staff with the objective of determining whether controls are in place to provide for adequate segregation of duties and to determine if system profiles are appropriate based on the individual's duties. We also determine how our clients monitor access and we test access through reviews of access logs, observation and in some extreme cases, with fully observed access attempts.

We will also inquire about procedures and controls used to ensure only those system functions and controls assigned to an employee are in fact setup in system profiles. Considerations include Super User Rights, system profile set up, and system authorization functionality such as transaction initiation, review and approval, automated entry setup and posting. Work typically involves inquiry of staff with Super-User Rights and determining how the organization provides a check and balance against the possibility that one person with Super-User Rights can intentionally or inadvertently assign unauthorized access. We often review access logs and examine approvals of profile changes and review authorization levels.

Data Extraction

We employ rather simple data extraction techniques these days since most modern systems provide easy download capabilities to text or Excel files. We have been utilizing data extraction for over fifteen years. We first began data extraction as a means of downloading data from our client's financial systems for upload directly into the financial statements. Then we expanded this to include transaction details, account information and other data contained in our clients systems that we need for audit. Our Chief Operations Officer, Chris Hunt, oversees our data extraction needs and has successfully worked with all of our clients and their systems to achieve data extractions for our use. We are extremely adept at converting from text, delimited and fixed width files, and with every system used by clients. Many of our client use Management Information System Software and Tyler products.

Assessing Risks – Interim Phase

Beginning with fiscal year 2007-2008 audits, a new set of Statements of Auditing Standards became effective and required that most auditors change the way they audit. Much of this new guidance came out of the aftermath of highly publicized audit failures such as Enron, Global Crossings and the like. The Statements make it clear that a generalized one-size-fits all audit approach will not be permitted. An audit must be based on a unique audit strategy customized to fit each client and its industry.

The primary objective of these Standards is to require the auditor's application of an audit risk model. The concept is that a set of financial statements should be evaluated for the underlying risks of material misstatement. Then, a customized audit should be tailored to test for misstatements and verify that controls are designed and in place to prevent and detect misstatements.

We have consistently employed a risk based concept from our firm's inception. Our audit checklists and programs were originated by reference to *Audits of Local Governments* published by the Practitioners' Publishing Company (PPC), a third party vendor specializing in producing audit guides for unique industries. But, we have not simply used their guide as our approach. We have customized it further for the simple reason that California municipalities have many unique risks not faced by municipalities in other states. As you know, California state law and applicable regulations cover a wide variety of areas such as cash and investment management, redevelopment compliance, transportation development act programs, and child development programs. Indeed, even revenues of California municipalities are unusual and complex such as the Triple Flip and Proposition 1A securitization.

SPECIFIC AUDIT APPROACH (Continued)

Our primary objective in an audit of each client's financial statements is to opine on whether the financial statements, including disclosures, are free of material misstatement. Our opinion must be based on sufficient, appropriate audit evidence that we obtain and this evidence must be documented. To achieve this objective, we further refine our approach to be responsive to each individual audit. We may reduce the scope of our substantive audit tests provided we conclude there are effective specific controls in place which would detect and correct misstatements due to errors or fraud.

Fraud Considerations

Beginning with our 2004 audits, we employed additional audit steps required by Statement of Auditing Standards #99, *Consideration of Fraud in a Financial Statement Audit*. SAS #99 requires auditors to consider risk areas that may be susceptible to fraud and to then modify their audit strategy. We have been employing a variation of the SAS #99 concept since the early 1990's. For example, for many of our recurring clients, we visited all of their cash collection sites. We performed cash counts and reviewed cash handling practices and procedures, including security measures employed to limit access to cash. This and our planning meetings with our clients' staff have resulted in the inclusion of a variety of special emphasis areas in our audits. We combine our fraud consideration brain storming sessions with our overall risk assessment process discussed below.

Client Tailored Risk Assessment

Our strategy to assessing risk begins with a brainstorming session of our audit team where they review your prior year financial statements and operations to identify areas of major audit risk. We also incorporate our consideration of other factors such as the risk of fraud, the economy, regulatory complexities or changes, credit market conditions and others into our initial assessment. We may also compare unusual transactions and estimates to those used by other municipalities or to current trends and issues. Since we are a niche firm specializing in California municipalities this is relatively easy. For example, certain development agreements are unique to municipalities. These agreements usually contain complex financial transactions and legal restrictions. With so much experience in this area we can quickly design an efficient response to these risks.

Major audit risks are further evaluated through consideration of relevant assertions to determine inherent risk due to error or fraud. For example, cash on hand has a relative higher inherent risk of loss due to theft than an infrastructure asset. High and medium inherent risk audit areas are further evaluated to determine relevant internal controls needed to prevent, detect and correct errors or fraud.

We start our evaluation of your internal controls by interviewing staff and meeting with Department heads as needed. We review policies and procedure manuals and other documentation to determine the design of procedures and controls. As part of our evaluations we document narrative memoranda outlining the duties of each pertinent person as well as our GRID evaluation of the important nexus control points. The GRID is our own design; it is a two-axis chart we use to identify potential conflicts of duties in your controls. We enhance our evaluation by reviewing system profile reports, paying special attention to super-user rights. This data is then used to determine the presence or absence of compensating controls designed to mitigate conflicts of duties vested in a single individual.

We then test to verify that procedures and controls are operating effectively such that they reduce the risk that errors or fraud could occur and go undetected and uncorrected. We use a variety of techniques to verify controls are effective including: sampling, observation, documentation of reviews, examining system access reports and comparisons with other data.

SPECIFIC AUDIT APPROACH (Continued)
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After this has been completed, we assess the risk of material misstatement which is determined by the relative inherent risk of an area and the associated control risk to plan our substantive tests. That is, the risk that controls are not in place or are not operating effectively. Areas with a low risk of material misstatement assessment may receive limited substantive procedures while those with a high risk of material misstatement will receive significant substantive procedures.

We then design our final phase audit plan to ensure we obtain sufficient appropriate evidence about the financial statements and disclosures. Specific audit procedures are developed and documented in our audit programs and we develop potential internal control points for further evaluation as to significance and communicate those to staff.

Client Participation in the Risk Assessment Process

Of course, any risk assessment process is incomplete without our clients' active participation. We hold meetings with senior finance staff and others within the organization to discuss their views and assessments of risks affecting the financial statements. Our inquiries are backed up by reviews of the annual budget, mid-year budget revisions, internal audit reports, grantor performance and monitoring correspondence and any other pertinent data we deem relevant.

We must also establish two-way communication with the Council and Audit Committee which we typically accomplish by meeting to discuss the audit process and timing, management representations and fraud considerations. For those organizations without an Audit Committee, we typically attend a Council meeting or meet with representatives of the Council.

Assessing Risks – Final Phase

Although the majority of our evaluations and testing of internal controls is completed with our interim testing, it is during the final phase that actual year end balances, transactions and disclosures are known and our substantive procedures are employed. These procedures and data often reveal unusual or unexpected results that must be considered in the risk assessment process. Risk assessment processes are iterative and cumulative. That is, we must continually re-evaluate our assessments based on information and procedures gathered. It is not uncommon for an initial assessment and the corresponding substantive audit work to be restructured as a result of new data. Indeed it is the intent of current audit standards that the audit be responsive to risks.

Our substantive procedures are selected to be responsive to the assessed risk and relevant assertion and typically involve analytical procedures, third-party confirmation, estimation techniques, mini-max tests, trend analyses, recomputations, corroboration with other tests, tests in total, sampling and comparisons to data gathered in other municipal audits.

Risk assessment procedures would be incomplete without an evaluation of the adequacy of our evidence obtained including internal control tests, any significant deficiencies or material weaknesses and substantive test results. **These factors are considered prior to the release of our opinion in a final re-assessment process that includes our quality assurance review.**

SPECIFIC AUDIT APPROACH (Continued)

Communication and Coordination

We will meet with you at the start of each phase of work and conduct an exit conference at the end of each phase of work. This will ensure you know everything we do, with plenty of time to address any issues.

Two key objectives for a well-run audit are to ensure timely communication of the audit results and to provide for seamless coordination of the external auditors with staff. The concept is virtually identical to our Accounting Issues Memorandum and detailed Interim and Closing Checklists that we typically prepare for our clients.

The Accounting Issues Memorandum concept was originated by one of our staff over two decades ago to function as a partner's brief of an engagement's status. It worked so well we expanded it to all our audits and share it with our clients. It has proven to be an indispensable communication and coordination tool ever since. This informal memo condenses and summarizes the audit status and issues as of the end of our interim work. It includes housekeeping matters, major and minor potential findings, scheduled audit fieldwork start and finish dates, etc. We produce this memo right in your office before the conclusion of our interim work, so you have an idea of what we've found so far and whether there are areas that need work.

Our Memorandum on Internal Control is drafted at year-end and may include significant issues raised with our interim phase Accounting Issues Memorandum as well as issues arising from our year-end work. We review a draft with you, so that you will have plenty of time to consider the facts and discuss our findings before the audit results are presented to the Council and Audit Committee.

Prompt Service and Delivery of Reports

We have always focused on reducing financial statement turn-around time and we have never missed a deadline. Our audit strategy emphasizes detail planning and coordination of our staff and client staff to complete the audit as efficiently as possible. We have found that completing all our work and our reports, if possible, as part of our field-work dramatically reduces the time required to issue final reports to our clients.

Our strategy allows our clients ample time to review all report drafts before issuance, while ensuring that all reports are issued timely.

SPECIFIC AUDIT APPROACH (Continued)
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Timeline

Our proposed and audit schedule is as follows for the audit for fiscal year ending June 30, 2020. A similar time schedule will be developed for audits of future fiscal years.

- | | |
|--|----------------------|
| • Interim Entrance conference | Early June 2020 |
| • Interim work | Mid June 2020 |
| • Progress conference | End of Interim Work |
| • Detailed Audit Plan | Early July 2020 |
| • Final Entrance conference to commence year-end audit work. | Early November 2020 |
| • Fieldwork | Early November 2020 |
| • Exit conference | End of Fieldwork |
| • Draft Reports | Mid November 2020 |
| • Final Reports | End of November 2020 |

Internal Quality Assurance System

Every one of our audit and assurance engagements has an Engagement Partner responsible for the successful completion of the work as well as ensuring we maintain quality levels that satisfy professional standards. Our very high Partner to staff ratio of one to six is double that of traditional firms. We specifically structure our work for on-site Engagement Partner participation while the audit is being conducted. This structure is by design to ensure we have active on the job oversight of staff and timely completion of the work.

SPECIFIC AUDIT APPROACH (Continued)

We have always subjected our audit and assurance engagements to a second Quality Assurance Review. This is performed by a second partner that is not involved with the audit.

Proposed Segments of the Engagement

Our proposed segmentation of the audit, including staff level and the number of hours to be assigned to each segment of the audit is included on the next page. This proposed segmentation is based on our experience with the City.

City of Benicia
Proposed Engagement Segments and Budget

Audit Activities	Budgeted Hours							Total
	Partners		Staff					
	Engagement	Technical Review	Director	Manager	In Charge	Associates	Administrative	
Planning and Budget/Confirm/Checklists	1.00				5.00			6.00
SAS 99 and SAS 104-111 Risk Assessment	1.00			1.00	1.00			3.00
Minutes-resolutions					8.00			8.00
Review of CAFR	8.00			8.00	8.00		2.00	26.00
Supervision/Review	6.00	3.00		16.00	56.00			81.00
Conferences and Meetings	3.00			2.00				5.00
Accounting Issues Memo	0.50			1.00				1.50
Analytical Review	4.00							4.00
Internal Control Evaluation and Journal Entry Testing						32.00		32.00
Information Systems Review			4.00					4.00
Cash and Investments						40.00		40.00
Revenue/Receivables						32.00		32.00
Interfund Transactions and Balances						8.00		8.00
Notes and Loans Receivable, and Other Assets						10.00		10.00
Capital Assets						24.00		24.00
Disbursements/Accounts Payable						24.00		24.00
Payroll/Accrued Liabilities						24.00		24.00
Unavailable/Unearned Revenue, Deposits Payable, and Other Liabilities						8.00		8.00
Long-Term Debt and Debt Service						30.00		30.00
Pension						24.00		24.00
OPEB						20.00		20.00
Fund Balance and Net Position					3.00			3.00
Risk Management (Self-Insurance and Claims)						8.00		8.00
Commitments, Contingencies and Other Liabilities					6.00			6.00
Budget Testing						8.00		8.00
Gann Limit	1.00				2.00	5.00	0.50	8.50
City Audit and Related Reports	24.50	3.00	4.00	28.00	89.00	297.00	2.50	448.00
Additional Services:								
TDA Audit Report	1.00	0.50			6.00	16.00	2.00	25.50
Single Audit (One major program)	2.00	0.50		2.00	4.00	32.00	3.00	43.50
SCO - Annual Financial Transaction Report	2.00			8.00		32.00	1.00	43.00
GRAND TOTAL	29.50	4.00	4.00	38.00	99.00	377.00	8.50	560.00

IDENTIFICATION OF POTENTIAL AUDIT PROBLEMS

We will provide the City with whatever support it needs with regard to gaining an understanding of new pronouncements affecting the financial statements and our audits. Our consistent approach is to provide our clients with advance identification of new GASBs as they are issued. With every audit, we provide overviews of new pronouncements including effective dates and we review these with City staff.



Finance Department
February 25, 2020

Request for Proposals Financial Auditing Services Addendum No. 1

1. What is the reason that you are considering changing the auditor?

The City of Benicia issued the Request for Proposals (RFP) for Financial Auditing Services due to the contract expiration with the City's prior auditors, Maze and Associates. Maze and Associates have performed the audit for the City of Benicia since Fiscal Year 2010-11. The prior auditor's contract was extended through FY 2018-19 due to the City's implementation of Tyler Munis.

2. Will your prior auditors be invited to bid?

Yes

3. How many staff did the audit team consist of in the past and when did the auditors come on site?

The audit team typically consisted of one manager, one senior, and two staff. Due to delays associated with the ERP implementation, auditors were on site for the interim FY 2018-19 audit in August, and the final audit in the last week of November and first week of December.

Please see page five of the RFP for anticipated interim and final audit timelines.

4. Is the scope of the service requested the same as last year?

Yes

5. Have there been any changes in your accounting system or software since last year?

The City implemented Tyler Munis for cash receipts, accounts receivable, accounts payable, and general ledger in Fiscal Year 2017-18. The Utility Billing module is expected to go live in May 2020, and the Human Resources / Payroll modules are expected to follow in October 2020.

6. Do you expect to have any retirement or replacement of key employees?

Although it is hard to determine, we do not currently expect any retirement or replacement of key employees in the next two fiscal years.

7. When will a closed trial balance be available for the audit with all closing entries recorded?

We anticipate a closed trial balance being available by mid-November.

8. **What were the prior year audit fees, and can you please breakdown by components? What is the current year budget for auditing services?**

Service	FY 2017-18	FY 2018-19
City Audit, CAFR, Management Letter	\$49,499	\$49,499
Single Audit Act (per tested program)	4,386	4,386
State Controller's Report	4,708	4,708
GANN Limit Review	1,063	1,063
Total Fees	59,656	59,656
Optional Fees		
State-Local Transportation Partnership Program	2,642	2,642
Street Report	1,437	1,437

10. **Is there anything specific or special qualities that you are looking for with the successor auditors?**

Due to the small size of Benicia's Finance Department (8 FTE), we were extremely appreciative of our prior auditor's communication, assistance with preparation of the CAFR and SCO Financial Transactions reports, as well as timely delivery of all report drafts and fund financial rollups to give City staff time to review.

11. **What are the things you liked and didn't like about your current auditors?**

Please see response to question number 10.

12. **What are the things you liked and didn't like in the audit process followed by your current auditors?**

Please see response to question number 10.

13. **After the auditors started their year-end field work, did the City give the auditors a few entries that were initiated by the client? If so, how many and what were there nature?**

The City provided seven (7) adjusting journal entries for FY 2018-19. They were primarily related to correcting a missed journal entry in the fund rollup, reclassifying account codes, and recording GASB 68 entries.

14. **How many journal entries were proposed by the prior auditor, and how many findings did they issue?**

Please refer to question #13.

The City had no new findings in FY 2018-19. The City is currently working on prior year's findings regarding the timeliness of bank reconciliations and investment reports. Staffing changes and the implementation of an ERP system hindered the City's ability to correct for FY 2018-19.

- 15. Was there anything serious in the prior auditor's report on internal control or communication to governance?**

No. However, due to staff retirement in prior years and implementation of Tyler Munis, staff is still working through new process and procedures to ensure timely bank reconciliation and quarterly investment reports.

- 16. Do you expect to have a single audit this year?**

We are not anticipating a single audit for FY 2019-20.

- 17. How many major programs are usually tested each year for the Single Audit?**

The City has not had expenditures that required a single audit since FY 2014-15. At that time, four programs were tested.

- 18. Does the City prepare its CAFR or is the auditor responsible for preparation?**

The auditor is responsible for the preparation for the CAFR.

- 19. If auditor prepares CAFR, please expand on how the City provides the auditor the information for preparation of the CAFR? Does the City prepare the rolled-up funds or would the auditor obtain a trial balance to develop the funds from scratch?**

The City provided a trial balance, and the auditor prepared the funds from scratch. After the initial draft of the CAFR is prepared, the auditor provided the draft and the financial statement rollups so we could prepare the MD&A and remaining stat sections.

- 20. Are there any new audit services requested in this RFP that were not included in the prior year fees?**

No

- 21. Any litigation not included in the 2019 Financial Statements?**

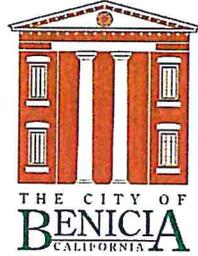
No

- 22. Will there be any significant events in FY 2019-20?**

None are anticipated.

- 23. Are there any significant changes in operations expected for FY 2019-20?**

The City's implementation of Tyler Munis Utility Billing is anticipated to go live in May 2020.



**Request for Proposals
Financial Auditing Services
Addendum No. 1**

Acknowledgement

The proposer MUST make acknowledgment of the receipt of this addendum by signing on the space provided and ATTACHING THIS ADDENDUM to the BID at the time that the bid is submitted.

Signed:

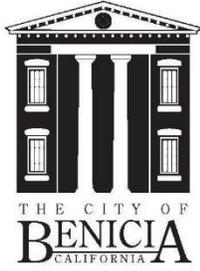
David Alvey, Audit Partner, Maze and Associates

Proposer

February 27, 2020

Date

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**AGENDA ITEM
CITY COUNCIL MEETING DATE – APRIL 7, 2020
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **PURCHASE OF VACUUM HYDRO-CLEANER VEHICLE FOR PUBLIC WORKS MAINTENANCE**

EXECUTIVE SUMMARY:

A vacuum hydro-cleaner vehicle contains specialized equipment for cleaning and flushing sewer mains, cleaning sewer lift stations and storm drains, and hydro-excavating utility lines. This unit, made by Vactor, will support Public Works maintenance activities while the current 2013 unit (Vehicle #200, also made by Vactor) is in service on separate activities or out of service for repair and maintenance.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) authorizing the purchase of a vacuum hydro-cleaner vehicle made by Vactor for the Public Works Department from Owen Equipment in the amount of \$464,108.35 and authorizing the City Manager to sign the purchase order on behalf of the City.

BUDGET INFORMATION:

The total cost to purchase the vehicle, including specialized equipment, is \$464,108.35, which includes \$428,243.00 plus tax of \$35,865.35. The Fiscal Year 2019-20 budget includes three line items totaling \$400,000 for this purchase as follows:

1. 7108031-7430: 60% or \$240,000 (Wastewater Major Vehicle Replacement)
2. 7508021-7430: 30% or \$120,000 (Water Major Vehicle Replacement)
3. 0108050-7430: 10% or \$40,000 (General Fund - Vehicle)

A budget adjustment of \$64,110 is requested from fund balance to cover the remainder of the vehicle purchase. Sufficient funds are available in Wastewater and Water Enterprise Reserves. The cost will be paid from the following accounts: \$38,465 from 7108031-7430 (Wastewater Major Vehicle Replacement) and \$25,645 from 7508021-7430: \$25,645 (Water Major Vehicle Replacement). If approved, the majority of the cost of the vehicle will be rate-payer funded (except for \$40,000 from the General Fund.)

BACKGROUND:

A vacuum hydro-cleaner truck has specialized equipment attached that is used to clean and flush sewer mains, clean sewer lift stations and storm drains, and respond to release events that can negatively impact the environment. A vacuum hydro-cleaning truck is also an effective way to excavate soil in critical locations where using a backhoe is infeasible (e.g. near underground gas lines, etc.).

Due to changing emissions standards from the California Air Resources Board in 2019 and 2020, two vacuum hydro-cleaner trucks (Vehicles #203 and #102 respectively) were forced out of service. The new vehicle, made by Vactor, will be more fuel efficient and produce less greenhouse gasses than the now inoperable vehicles removed from inventory.

The mobile heavy equipment industry has long relied on carbon-based fuels (natural gas, gasoline, and/or diesel) for power. This industry is rapidly transitioning to hybrid-electric and all electric heavy equipment. But currently, there are no hybrid-electric or all electric alternatives for this piece of heavy equipment. Staff will continue to seek out more energy efficient and environmentally friendly alternatives to equipment powered by carbon-based fuels.

The recommended Vactor truck is offered through Sourcewell (formerly National Joint Powers Alliance), which is a national public service agency that provides cooperative contract purchasing for government entities. The City’s membership with Sourcewell provides for the opportunity to purchase from nationally competitive bid contracts. The City is more economically efficient by using pre-bid contracts by accessing volume pricing and obtaining quality products from nationally acclaimed vendors.

NEXT STEPS:

If the resolution is adopted, staff will process a purchase order and proceed with purchasing the vehicle.

ALTERNATIVE ACTIONS:

The Council could choose to not approve staff’s request to purchase this vehicle.

General Plan	Goal 2.28: Improve and maintain public facilities and services
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one): <input checked="" type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input checked="" type="checkbox"/> Preserve & Enhance Infrastructure <input type="checkbox"/> Strengthen Economic & Fiscal Conditions

	<input checked="" type="checkbox"/> Protect & Enhance the Environment <input type="checkbox"/> High Performing Government
	<p align="center">City Programs Impacted by This Agenda Item (Top 3):</p> <ol style="list-style-type: none"> 1. Wastewater Collection System Maintenance and Repair 2. Water Distribution System Maintenance and Repair 3. Storm Drain Catch Basin Cleaning and Maintenance
	<p align="center">Priority Based Budgeting (PBB) Website:</p> <p>Coming soon in Spring 2020 will be a link to the City of Benicia's PBB website to learn more about these programs and their costs.</p>

CEQA Analysis	<p>This project is Categorical Exempt per CEQA section 15060, subd. (c)(2) because they will not result in a direct or reasonably foreseeable indirect physical change in the environment and pursuant to section 15061, subd. (b)(3) because there is no possibility the activity in question may have a significant effect on the environment.</p>
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ATTACHMENT:

1. Resolution – Purchase of Vacuum Hydro-Cleaner Vehicle

For more information contact: Kyle Ochendusko, Deputy Public Works Director - Utilities

Phone: 707.746.4240

E-mail: kochendusko@ci.benicia.ca.us

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA
AUTHORIZING THE PURCHASE OF A VACUUM HYDRO-CLEANER VEHICLE
MADE BY VACTOR FOR THE PUBLIC WORKS DEPARTMENT FROM OWEN
EQUIPMENT IN THE AMOUNT OF \$464,108.35 AND AUTHORIZING THE CITY
MANAGER TO SIGN THE PURCHASE ORDER ON BEHALF OF THE CITY**

WHEREAS, the vacuum hydro-cleaner vehicle, which cleans and flushes sewer mains, cleans sewer lift stations and storm drains, mitigates releases, as well as excavates soil, requires replacement due to a turnover of fleet mandated by the California Air Resources Board; and

WHEREAS, Sourcewell, a national public service agency, competitively bids and makes vehicle contracts available to governmental entities; and

WHEREAS, Benicia Municipal Section 3.08.090(I) allows the City to purchase equipment from a vendor awarded by a bid by another governmental agency.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby authorizes the purchase of a vacuum hydro-cleaner vehicle made by Vactor for the Public Works Department from Owen Equipment in the amount of \$464,108.35, and authorizes the City Manager to sign the purchase order on behalf of the City (funded \$278,465 from Acct. No. 7108031-7430; \$145,645 from Acct. No. 7508021-7430; and \$40,000 from Acct. No. 0108050-7430).

BE IT FURTHER RESOLVED that a budget adjustment in the amount of \$64,110 is approved to cover the remainder cost of the vehicle purchase (\$38,465 from 7108031-7430 and \$25,645 from 7508021-7430.)

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 7th day of April, 2020 by the following vote:

Ayes:

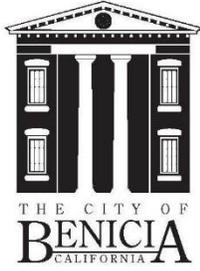
Noes:

Attest:

Elizabeth Patterson, Mayor

Lisa Wolfe, City Clerk

Date



**AGENDA ITEM
CITY COUNCIL MEETING DATE – APRIL 7, 2020
CONSENT CALENDAR**

TO: City Council

FROM: City Attorney

SUBJECT: **SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING BENICIA MUNICIPAL CODE CHAPTERS 1.36 (VOLUNTARY CODE OF FAIR CAMPAIGN PRACTICES), 1.40 (DISCLOSURE OF CONTRIBUTIONS AND EXPENDITURES IN CANDIDATE AND BALLOT MEASURE ELECTIONS) AND 1.42 (CONTRIBUTION AND VOLUNTARY SPENDING LIMITS)**

EXECUTIVE SUMMARY:

On January 6, 2020, the Benicia City Council considered amendments to the Benicia Municipal Code (“BMC”) Chapters 1.36 (Voluntary Code of Fair Campaign Practices), 1.40 (Disclosure of Contributions and Expenditures in Candidate and Ballot Measure Elections) and 1.42 (Contribution and Voluntary Spending Limits) proposed by the Benicia Open Government Commission (“OGC”). The City Council provided direction to the City Attorney’s office as to which of the OGC’s proposed amendments should be included in an ordinance. The City Attorney’s office has drafted an ordinance reflecting the City Council’s direction.

RECOMMENDATION:

Move to adopt the Ordinance (Attachment 1) of the City Council amending Benicia Municipal Code Chapters 1.36 (Voluntary Code of Fair Campaign Practices), 1.40 (Disclosure of Contributions and Expenditures in Candidate and Ballot Measure Elections) and 1.42 (Contribution and Voluntary Spending Limits) and finding the ordinance exempt under the California Environmental Quality Act.

BUDGET INFORMATION:

There are no financial or budgetary impacts associated with the adoption of this ordinance.

BACKGROUND:

On January 15, 2019, the City Council directed the OGC to consider possible updates and amendments to the City’s campaign-related laws and regulations. The City Council further recommended the creation of an Ad Hoc Committee to evaluate potential amendments. The Ad Hoc Committee met over a series of months to evaluate the City’s existing laws and regulations regarding campaign practices, expenditures and spending limits.

On October 21, 2019, the OGC convened to finalize proposed amendments regarding the City’s campaign regulations. On January 6, 2020, the City Council received a staff presentation and public testimony regarding the OGC’s proposed amendments. The City Council discussed the proposed amendments and directed the City Attorney’s office to present, at first reading, an ordinance which amends the Benicia Municipal Code as follows:

1. Amends Chapters 1.36, 1.40 and 1.42 to clarify that all campaign-related regulations of the City of Benicia apply to recalls, initiatives, and other City ballot measures.

2. Amends Chapter 1.42 to add a provision providing that the OGC may sponsor an additional Mayoral and City Council candidates’ forum.

3. Amends Chapter 1.40 to add a section regarding persuasive polls which:
 - includes definitions of “persuasive poll” and “scientific poll”;
 - requires that any person who is responsible for or administers a persuasive poll file a disclosure statement within 24 hours of initiating a persuasive poll;
 - establishes a process in which the City Attorney may recommend that an independent hearing officer conduct a hearing to determine if a persuasive poll has been made and a disclosure statement needs to be filed. The hearing officer shall make findings as to whether a poll amounts to a persuasive poll as that term is defined in the BMC.

Pursuant to Council direction received at the March 3, 2020 City Council meeting, staff has included a technical amendment to subsection (A)(1) of BMC section 1.40.140 to confirm that persuasive polls are expenditures pursuant to the Political Reform Act and are therefore subject to all disclosure requirements, including but not limited to political advertisement disclosure requirements, established by the Act.

NEXT STEPS:

If the proposed ordinance is adopted, the amendments would become effective on the 30th day following the second reading.

ALTERNATIVE ACTIONS:

Direct City Attorney to make certain changes and/or amendments to the ordinance.

General Plan	N/A
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):

	<input type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input type="checkbox"/> Preserve & Enhance Infrastructure <input type="checkbox"/> Strengthen Economic & Fiscal Conditions <input type="checkbox"/> Protect & Enhance the Environment <input checked="" type="checkbox"/> High Performing Government
	City Programs Impacted by This Agenda Item (Top 3):
	<ol style="list-style-type: none"> 1. Boards and Commissions - Open Government Commission 2. Legal Counsel for City Council 3. Elections Administration
	Priority Based Budgeting (PBB) Website:
	Coming soon in Spring 2020 will be a link to the City of Benicia's PBB website to learn more about these programs and their costs.

CEQA Analysis	N/A
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ATTACHMENT:

1. Ordinance – Amendments to Campaign Related Regulations

For more information contact: Benjamin Stock, City Attorney

Phone: 415-755-2600

E-mail: bstock@ci.benicia.ca.us

CITY OF BENICIA

ORDINANCE NO. 20-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING BENICIA MUNICIPAL CODE CHAPTERS 1.36 (VOLUNTARY CODE OF FAIR CAMPAIGN PRACTICES), 1.40 (DISCLOSURE OF CONTRIBUTIONS AND EXPENDITURES IN CANDIDATE AND BALLOT MEASURE ELECTIONS) AND 1.42 (CONTRIBUTION AND VOLUNTARY SPENDING LIMITS) OF TITLE 1 (GENERAL PROVISIONS) REGARDING VARIOUS CAMPAIGN RELATED REGULATIONS

WHEREAS, on January 15, 2019, the City Council directed the Benicia Open Government Commission to consider possible updates and amendments to the City's campaign-related laws and regulations; and

WHEREAS, the City Council further recommended the creation of an Ad Hoc Committee to evaluate potential amendments to the City's campaign-related laws and regulations; and

WHEREAS, the Ad Hoc Committee met over a series of months to evaluate the City's existing laws and regulations regarding campaign practices, expenditures and spending limits; and

WHEREAS, on October 21, 2019, the Open Government Commission convened to finalize proposed amendments regarding the City's campaign regulations; and

WHEREAS, on January 6, 2020, the City Council received a staff presentation and public testimony regarding the Open Government Commission's proposed amendments to Benicia Municipal Code Chapters 1.36, 1.40 and 1.42; and

WHEREAS, on January 6, 2020, the City Council discussed each proposed amendment, deliberated, and provided direction to the City Attorney's office to return with an ordinance amending Chapters 1.36, 1.40 and 1.42; and

WHEREAS, the City Council of the City of Benicia held a duly noticed public hearing on the proposed amendments and introduced Ordinance No. _____ on March 3, 2020.

NOW, THEREFORE, the City Council of the City of Benicia does hereby ordain as follows:

Section 1. Chapter 1.36 (Voluntary Code of Fair Campaign Practices), 1.40 (Disclosure of Contributions and Expenditures in Candidate and Ballot Measure Elections) and 1.42 (Contribution and Voluntary Spending Limits) of Title 1 (General Provisions) of the Benicia Municipal Code is hereby amended as set forth in Attachment 1, attached hereto and incorporated herein by reference.

Section 2. **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 and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

Section 3. **Compliance with CEQA.** The City Council hereby finds that the action to adopt this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment and pursuant to CEQA Guidelines section 15060, subd. (c)(2), because the ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment.

Section 4. **Publication.** The City Clerk is hereby ordered and directed to certify the passage of this Ordinance by the City Council of the City of Benicia, California and cause the same to be published in accordance with State law.

Section 5. **Effective Date.** This Ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and posted as required by law.

On motion of Council Member _____, seconded by Council Member _____, the foregoing ordinance was introduced at a regular meeting of the City Council on the 3rd day of March 2020, and adopted at a regular meeting of the Council held on the 7th day of April, 2020, by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

**ATTACHMENT 1
TO ORDINANCE NO. _____**

Chapter 1.36

VOLUNTARY CODE OF FAIR CAMPAIGN PRACTICES

Sections:

- 1.36.010 Findings.
- 1.36.020 Purpose.
- 1.36.030 Application
- 1.36.040 Qualification for compliance.

1.36.010 Findings.

The city council finds as follows:

- A. There are basic principles of honesty, fairness, responsibility and respect to which every candidate for public office should adhere in order to be worthy of the public office that that candidate seeks.
- B. Campaign communications should present only information that is fair, relevant and truthful to the voters for their consideration.
- C. Candidates who fall short of adhering to such principles alienate the public from the electoral process and erode the public's trust and confidence in the offices that those candidates seek.
- D. Electoral campaigns are subject to unacceptable levels of negativism, attack advertising and other practices that demean representative democracy and undermine elected officials' ability to serve in the public interest.
- E. Negative, attack-oriented campaigns are a major factor in the growing cynicism, alienation and nonparticipation among American voters, striking at the heart of the American system of government.
- F. Candidates have a responsibility to conduct civil, issue-oriented debates with fellow candidates and provide opponents with a meaningful opportunity to respond to any claims concerning their positions or qualifications to hold office.
- G. Candidates for public office should have the ability to conduct clean and ethical campaigns. (Ord. 07-01 § 1).

1.36.020 Purpose.

The city council enacts this chapter to accomplish the following purposes:

- A. To promote the principles of honesty, fairness, responsibility and respect in campaigning for public office.
- B. To promote campaign communications to the public that are fair, relevant and truthful.
- C. To induce candidates to adhere to principles which enhance the electoral process and build the public's trust and confidence.

D. To eliminate unacceptable levels of negativism, attack advertising and other practices that demean representative democracy and undermine an elected official's ability to serve the public interest.

E. To promote responsible civil conduct and issue-oriented debates.

F. To promote candidates for public office to conduct clean and ethical campaigns. (Ord. 07-01 § 1).

1.36.030 Application

This chapter shall apply to all election campaigns including campaigns for Mayor and City Council, citizen initiatives, referenda, recalls and all other City ballot measures.

1.36.040 Qualification for compliance.

A candidate (or controlled committees of such candidates running for office or a committee formed for the purpose of a recall) qualifies as a participating candidate for an election campaign period if the following requirements are met:

A. The candidate voluntarily endorses, subscribes to, and solemnly pledges to conduct his or her campaign in accordance with the current version of the Benicia Code of Fair Campaign Practices.

B. The candidate will immediately and publicly repudiate those who take actions that either help a candidate's candidacy or hurt an opponent's candidacy, which are inconsistent with the Benicia Code of Fair Campaign Practices.

C. At the time an individual files his or her declaration of candidacy, nomination papers, or any other paper evidencing an intention to be a candidate for public office, the elections official shall give the individual a blank form of the Benicia Code of Fair Campaign Practices and a copy of this chapter. The elections official shall inform each candidate for public office that subscription to the code is voluntary.

D. If the candidate agrees to voluntarily endorse, subscribe to, and solemnly pledge to conduct their campaign in accordance with the current version of the Benicia Code of Fair Campaign Practices:

1. The cost for setup and printing of each candidate's statement will be borne by the city; and
2. The cost of printing the statement of qualifications in English and inspection costs to determine the accuracy and legal form of the nomination papers shall be borne by the city.

E. Candidates for public office who do not voluntarily endorse, subscribe to, and solemnly pledge to conduct their campaign in accordance with the current version of the Benicia Code of Fair Campaign Practices will be responsible for any and all cost for the setup and printing of each candidate's statement and the printing of the statement of qualifications in English and inspection costs to determine the accuracy and legal form of the nomination papers. (Ord. 07-01 § 1).

Chapter 1.40

DISCLOSURE OF CONTRIBUTIONS AND EXPENDITURES IN CANDIDATE AND BALLOT MEASURE ELECTIONS

Sections:

- 1.40.010 Purpose.
- 1.40.020 Definitions.
- 1.40.030 Application
- 1.40.040 Additional campaign statements.
- 1.40.050 Supplemental independent expenditure reports in candidate elections.
- 1.40.060 Independent expenditure in 45 days preceding election.
- 1.40.070 Disclaimer requirements for campaign communications funded by independent expenditures.
- 1.40.080 Access to records.
- 1.40.090 Ballot measure finance disclosure.
- 1.40.100 Contributor occupation and employer.
- 1.40.110 Campaign literature – Filing with city clerk.
- 1.40.120 Recordkeeping.
- 1.40.130 Disclaimers on campaign communications.
- 1.40.140 Persuasive Polls
- 1.40.150 Duties of city clerk and city attorney.
- 1.40.160 Enforcement.
- 1.40.170 Verification.
- 1.40.180 Injunction.

1.40.010 Purpose.

This chapter is intended to supplement the Political Reform Act of 1974. (Ord. 09-08 § 1; Ord. 07-18 § 1).

1.40.020 Definitions.

The definitions set forth in the Political Reform Act of 1974 as amended (Government Code Sections 82000 through 82055) shall govern the interpretation of this chapter, unless otherwise specified herein. (Ord. 09-08 § 1; Ord. 07-18 § 1).

1.40.030 Application

This chapter shall apply to all election campaigns including campaigns for Mayor and City Council, citizen initiatives, referenda, recalls and all other City ballot measures.

1.40.040 Additional campaign statements.

A. In addition to the campaign statements required to be filed pursuant to the Political Reform Act, commencing with Government Code Section 8100, as amended, candidates for mayor and city council, their controlled committees and committees primarily formed to support or oppose these candidates shall file an additional pre-election statement by 4:30 p.m. on the Wednesday immediately preceding the election. This statement shall have a closing date of the prior Sunday and shall cover activity and payments occurring from the closing date of the last report filed by the candidate or committee through and including that Sunday.

B. In addition to the campaign statements required to be filed pursuant to the Political Reform Act, commencing with Government Code Section 8100, as amended, candidates for mayor and city council,

their controlled committees and committees primarily formed to support or oppose these candidates shall file a post-election statement by 4:30 p.m. on the Friday immediately following the election. This statement shall include all activity and payments occurring from the closing date of the last report filed by the candidate or committee through and including Election Day. (Ord. 09-08 § 1; Ord. 07-18 § 1).

1.40.050 Supplemental independent expenditure reports in candidate elections.

Any person or committee making independent expenditures totalling \$1,000 or more in a calendar year, supporting or opposing a candidate for mayor or city council, regardless of where or when it files its campaign reports under the Political Reform Act, the Federal Election Campaign Act, or any similar law, shall file a California Supplemental Independent Expenditure Report (Form 465) with the city clerk at the same time as the mayoral and city council candidates, covering the same period and disclosing the information required by that statement. (Ord. 09-08 § 1; Ord. 07-18 § 1).

1.40.060 Independent expenditures in 45 days preceding election.

A. Disclosure of Expenditures. Any person, including any committee, that makes or incurs independent expenditures of \$1,000 or more in support of or in opposition to any city measure or candidate for mayor or city council, in the 45 days before an election in which the measure or candidate appears on the ballot, shall notify the city clerk within 24 hours by personal delivery, fax or email each time one or more expenditures which meet this threshold are made.

B. Contents of Notice.

1. The notice shall specify:

- a. Each candidate or measure supported or opposed by the expenditure;
- b. The amount spent to support or oppose each candidate or measure;
- c. Whether the candidate or measure was supported or opposed;
- d. The date and amount of each expenditure;
- e. A description of the type of communication for which the expenditure was made;
- f. The name and address of the person making the expenditure; and
- g. The name and address of the payee.

2. The notice shall include a statement that the expenditure was not made at the behest of any candidate or ballot measure proponent who benefited from the expenditure.

3. The notice shall be signed under penalty of perjury by both a responsible officer and the treasurer of the committee making the expenditure.

C. Notification to Candidates of Expenditures. The city clerk will notify all candidates by fax or e-mail in the affected race within one business day after receiving the notice of independent expenditures of \$1,000 or more. The notification will indicate the candidate who was supported or opposed by the expenditure and include a copy of the communication provided by the person or group making the expenditure.

D. Exemption for Regularly Published Newsletters. For purposes of the notification required by subsection (A) of this section, payments by an organization for its regularly published newsletter or periodical, if the circulation is limited to the organization's members, employees, shareholders, other affiliated individuals and those who request or purchase the publication, shall not be required to be reported. (Ord. 09-08 § 1).

1.40.070 Disclaimer requirements for campaign communications funded by independent expenditures.

A. Campaign communications funded by an independent expenditure supporting or opposing city candidates or city measures shall include the phrase “Not authorized by a candidate,” and shall also include the name of any contributor of \$2,500 or more made in the past six months to a committee funding the independent expenditure, in the phrase “Major Funding Provided By [Name of Contributor(s)].” Expenditures of \$2,500 or more that are earmarked for any other candidate or ballot measure outside of the city of Benicia need not be disclosed.

B. The disclosures required by this section shall be presented in a clear and conspicuous manner to give the reader, observer or listener adequate notice, as specified below:

1. For printed campaign communications that measure no more than 24 inches by 36 inches, all disclosure statements required by this section shall be printed using a typeface that is easily legible to an average reader or viewer, but is not less than 10-point type in contrasting color to the background on which it appears. For printed campaign communications larger than this size in area, all disclosure statements shall constitute at least five percent of the height of the material and shall be printed in contrasting color.

2. For video broadcasts including television, satellite and cable campaign communications, the information shall be both written and spoken either at the beginning or at the end of the communication, except that if the disclosure statement is written for at least five seconds of a broadcast of 30 seconds or less or 10 seconds of a 60-second broadcast, a spoken disclosure statement is not required. The written disclosure statement shall be of sufficient size to be readily legible to an average viewer and air for not less than four seconds.

3. For audio, telephone call or radio advertisement campaign communications, the disclosures shall be spoken in a clearly audible manner at the same speed and volume as the rest of the telephone call or radio advertisement at the beginning or end of the communication and shall last at least three seconds.

C. For purposes of this section, “campaign communication” means any of the following items:

1. More than 200 substantially similar pieces of campaign literature distributed within a calendar month, including but not limited to mailers, flyers, faxes, pamphlets, door hangers, e-mails, campaign buttons 10 inches in diameter or larger, and bumper stickers 60 square inches or larger;
2. Posters, yard or street signs, billboards, supergraphic signs and similar items;
3. Television, cable, satellite and radio broadcasts;
4. Newspaper, magazine, Internet website banners and similar advertisements;
5. Two hundred or more substantially similar live or recorded telephone calls made within a calendar month.

D. For purposes of this section, “campaign communication” does not include: small promotional items such as pens, pencils, clothing, mugs, potholders, skywriting or other items on which the statement required by this section cannot be reasonably printed or displayed in an easily legible typeface; communications paid for by a newspaper, radio station, television station or other recognized news medium; and communications from an organization to its members other than a communication from a political party to its members.

E. The disclaimer on campaign communications must be updated when a new person qualifies as a disclosable contributor or when the committee's name changes. Broadcast advertisement disclosures must be amended within five calendar days after a new person qualifies as a disclosable contributor or a committee's name changes.

A committee shall be deemed to have complied with this section if the amended advertisement is mailed, containing a request that the advertisement immediately be replaced, to all affected broadcast stations by overnight mail no later than the fifth day. For printed campaign communications and other material, disclosure information must be amended to reflect accurate disclosure information every time an order to reproduce the communication is placed. (Ord. 09-08 § 1).

1.40.080 Access to records.

All campaign reports required to be filed by any candidate or committee with the city clerk shall be scanned and stored in .pdf format. The reports shall be posted on the city's website no later than two working days after filing. (Ord. 09-08 § 1; Ord. 07-18 § 1).

1.40.090 Ballot measure finance disclosure.

Unless otherwise indicated, if a recall, referendum or initiative petition impacting city elected officials or city law is filed, the proponent shall be subject to the same provisions of this chapter as are applicable to candidates for elective city office, and any committee supporting or opposing the measure shall be subject to the same disclosure provisions as are applicable to committees making contributions or expenditures in connection with city candidate elections. (Ord. 09-08 § 1).

1.40.100 Contributor occupation and employer.

No contribution shall be deposited into a campaign checking account of a candidate for mayor or city council unless the name, address, occupation and employer of the contributor are on file in the records of the recipient of the contribution. (Ord. 09-08 § 1).

1.40.110 Campaign literature – Filing with city clerk.

An independent expenditure committee that makes an expenditure for 200 or more recorded telephone calls or any other forms of electronic or facsimile transmission of substantially similar content, or that makes an expenditure of \$1,000 or more for a radio or television advertisement, or that mails or otherwise distributes more than 200 substantially similar pieces of campaign literature in support of or opposition to any candidate for mayor or city council, shall give a copy of the literature or script used for each communication to the city clerk within 24 hours of the first time the mailings, calls, transmissions, or advertisements are made or aired. (Ord. 09-08 § 1).

1.40.120 Recordkeeping.

Candidates for mayor and city council, and committee treasurers, shall maintain such detailed accounts, records, invoices and receipts as are necessary to prepare campaign statements and to comply with the Political Reform Act, the regulations of the Fair Political Practices Commission and this chapter. (Ord. 09-08 § 1).

1.40.130 Disclaimers on campaign communications.

Any committee who mails or otherwise distributes more than 200 substantially similar pieces of campaign literature shall print, display or incorporate the following words anywhere within the communication: "Paid for by" immediately followed by the name, address and city of that committee. If the sender of a mass mailing is a controlled committee, the name of the person controlling the committee shall also be included. If an acronym is used to specify a committee name, the full name of any sponsoring organization of the committee shall be included in the campaign communication disclaimer required by this section. (Ord. 09-08 § 1).

1.40.140 Persuasive Polls

A. For purposes of this section, the following terms shall have the following meanings:

1. “Persuasive Poll” shall mean any survey or series of surveys made by telephone, mail, text, e-mail or other electronic means, that refer to a clearly identified candidate for City elective office and for which two of the following three criteria are true:

- a. The survey includes an untrue statement about a candidate for City elective office,
- b. The person(s) conducting or responsible for the survey do not collect or tabulate survey results for all of the surveys,
- c. The survey is designed or intentionally conducted in a manner calculated to influence the vote of the respondent.

Persuasive polls are expenditures as that term is used in the Political Reform Act of 1974 (the “Act”) and therefore subject to all disclosure requirements, including but not limited to political advertisement disclosure requirements, established by the Act. A scientific poll is not a persuasive poll regardless of whether the poll meets the standards of subsections (a)-(c) of this subsection.

2. “Scientific Poll” shall mean any survey or series of surveys made by telephone, mail, text, e-mail or other electronic means, targeted at a random sampling of the population in order to obtain statistical data on opinions regarding a candidate(s) for City elective office.

B. Disclosure Statement Required.

1. Any person who authorizes, administers or makes payment for a persuasive poll shall, within 24 hours after initiation of said persuasive poll, file a disclosure statement with the City Clerk of the City of Benicia which statement shall include the following information:

- a. The dates during which the persuasive poll was conducted,
- b. The complete script used in conducting the persuasive poll, including every question asked in the survey and every statement made to respondents in the survey.
- c. Verification, under penalty of perjury, as to the accuracy and completeness of the information provided in the disclosure statement.

2. A person authorizing, administering or making payment for a persuasive poll is not required to file a disclosure statement under this section if the person is aware that another person authorizing, administering or making payment for the same persuasive poll has filed a disclosure statement for the persuasive poll as required by this section.

C. Determination of Persuasive Poll.

1. If, pursuant to a complaint or notification by any person, the City Attorney becomes aware that a persuasive poll has been made, and a disclosure statement has not been filed pursuant to subsection (B) of this section, the City Attorney may recommend that an independent hearing officer, who is neither an employee nor official of the City, conduct a hearing to determine whether a persuasive poll has been made and a disclosure statement need be filed.

2. In making its determination as to whether a persuasive poll has been made and a disclosure statement need be filed, the hearing officer shall make findings, based on evidence presented to it, which findings establish whether or not a poll amounts to a persuasive poll as that term is defined in subsection

(A) of this section. Notwithstanding Chapter 1.44, the determination of the hearing officer shall be final and not subject to appeal.

1.40.150 Duties of city clerk and city attorney.

The city clerk shall administer the provisions of this section. In addition to other duties required under this chapter, the clerk shall:

- A. Report apparent violations of this section and applicable state law to the city attorney.
- B. Conduct audits of reports and statements filed by candidates and committees supporting or opposing candidates for mayor and city council, as well as proponents and committees supporting or opposing city ballot measures. The city clerk may employ or contract with auditors when necessary to audit reports filed under this chapter.
- C. The city attorney and city clerk may subpoena witnesses, compel their attendance and testimony, administer oaths and affirmations, take evidence and require by subpoena the production of any books, papers, records or other items necessary to the audit and investigation of candidates and committees. (Ord. 09-08 § 1).

1.40.160 Enforcement.

A. Criminal Enforcement. Any person who knowingly or willfully violates any provisions of this chapter is guilty of a misdemeanor. Any person who causes any other person to violate any provision of this chapter, or who aids and abets any other person in the violation of any provision of this chapter, shall be liable under the provisions of this section. Prosecution for violation of any provision of this chapter must be commenced within two years after the date on which the violation occurred.

B. Civil Enforcement.

- 1. Any person who intentionally or negligently violates any provision of this chapter shall be liable in a civil action brought by the city attorney. Where no specific civil penalty is provided, a person may be liable for an amount up to \$2,000 for each violation.
- 2. Any person who intentionally or negligently makes or receives a contribution, or makes an expenditure, in violation of any provision of this chapter shall be liable in a civil action brought by the city attorney for an amount up to three times the amount of the unlawful contribution or expenditure.
- 3. If two or more persons are responsible for any violation, they shall be jointly and severally liable.
- 4. In determining the amount of liability under this subsection, the court may take into account any mitigating factors and any aggravating factors.
- 5. No civil action alleging a violation of this chapter shall commence more than two years after the date of the election for which the funds at issue were contributed or expended. (Ord. 09-08 § 1).

1.40.170 Verification.

All notices, reports and statements filed under this chapter shall be signed and verified by the filer under penalty of perjury. The person signing shall read, know and understand the contents of all such documents. (Ord. 09-08 § 1).

1.40.180 Injunction.

The city attorney on behalf of the people of the city of Benicia may sue for injunctive relief to enjoin violations or threatened violations or to compel compliance with the provisions of this chapter. (Ord. 09-08 § 1).

Chapter 1.42

CONTRIBUTION AND VOLUNTARY SPENDING LIMITS

Sections:

- 1.42.010 Purpose.
- 1.42.020 Definitions.
- 1.42.030 Application
- 1.42.040 Campaign contribution limitations.
- 1.42.050 Loans.
- 1.42.060 Use of personal funds.
- 1.42.070 Voluntary expenditure limits.
- 1.42.080 Lifting of voluntary expenditure limits.
- 1.42.090 Notification by non-participating candidate regarding expenditure ceiling.
- 1.42.0100 Candidate acceptance or rejection of the voluntary expenditure limit.
- 1.42.110 Adjustment of limits for inflation.
- 1.42.120 Candidate forum.
- 1.42.130 Enforcement.

1.42.010 Purpose.

This chapter is intended to supplement the Political Reform Act of 1974. (Ord. 09-12 § 1).

1.42.020 Definitions.

The definitions set forth in the Political Reform Act of 1974 as amended (Government Code Sections 82000 through 82055) shall govern the interpretation of this chapter, unless otherwise specified herein.

“Candidate Forum” means a place, meeting or medium where ideas and views on particular issues are shared in a non-debate format and to which all registered candidates for Mayor or City Council offices have been invited.

“Debate” means a discussion between two or more candidates who have qualified to appear on a ballot for an elective city office that is moderated by an independent third party and that is attended by the public.

“Election” means any candidate election held for elective city office in the city of Benicia, including a general municipal election, a run-off election, a special election and a recall election.

“Elective city office” means the offices of mayor, city council member, city clerk and city treasurer.

“Elective city officer” means any individual who is a mayor, city council member, city clerk or city treasurer, whether appointed or elected.

“Qualified campaign expenditure” means:

1. Any expenditure made by a candidate for city council or mayor, or by a committee controlled by such a candidate, for the purpose of influencing or attempting to influence the actions of the voters for or against the election of a candidate for city council or mayor.
2. A nonmonetary contribution provided at the behest of or with the approval of the candidate or committee controlled by the candidate. (Ord. 09-12 § 1).

1.42.030 Application

This chapter shall apply to all election campaigns including campaigns for Mayor and City Council, citizen initiatives, referenda, recalls and all other City ballot measures.

1.42.040 Campaign contribution limitations.

No person shall contribute a total of more than \$250.00 to any candidate for city council, mayor, city clerk or city treasurer and to his or her controlled committee for a single election. A candidate for city council, mayor, city clerk or city treasurer, and his or her controlled committee together shall not accept any contribution or contributions totaling more than \$250.00 from any person for a single election. Nothing in this section is intended to limit the amount a candidate may contribute to his or her campaign from his or her personal funds. (Ord. 09-12 § 1).

1.42.050 Loans.

No person shall make, and no person or candidate shall solicit or accept, any loan for a period of more than 30 days in connection with an election for city council or mayor. Loans to a candidate or to a candidate's controlled committees shall be counted against the contribution limitations applicable to the candidate. A candidate is not prohibited from obtaining a personal loan of any amount from a licensed financial lending institution in the regular course of business, unless the loan is made for political purposes. This section shall not limit the amount or duration of loans from the candidate to his or her own campaign. (Ord. 09-12 § 1).

1.42.060 Use of personal funds.

No candidate shall expend more than \$5,000 in personal funds, whether contributed or loaned, in connection with his or her campaign for elected city office until the following conditions have been met:

A. All personal funds to be expended by the candidate shall first be deposited in the candidate's campaign contribution checking account at least 30 days before the election.

B. The candidate shall mail or personally deliver a letter noting the depositing of personal funds exceeding \$5,000 and the amount of the deposit by guaranteed overnight mail to the city clerk within 48 hours of the deposit date. The city clerk shall notify all other candidates running for that office of the deposit and amount within 24 hours. The hour limits exclude weekends and city holidays. (Ord. 09-12 § 1).

1.42.070 Voluntary expenditure limits.

A. Notwithstanding any other provision of this chapter, any candidate for city council or mayor who files a statement of acceptance of the voluntary expenditure limits specified in this section shall be allowed to collect contributions or loans in twice the amounts specified in BMC 1.42.040.

B. The maximum qualified campaign expenditures for a candidate for mayor or city council shall be \$28,000. (Ord. 09-12 § 1).

1.42.080 Lifting of voluntary expenditure limits.

If a candidate for mayor or city council declines to accept the voluntary expenditure limit and makes qualified campaign expenditures in excess of the expenditure limit, or if a committee makes independent expenditures in the aggregate of more than the same limit in support of or in opposition to any such candidate, the applicable expenditure ceiling shall no longer be binding on any candidate running for the same office. (Ord. 09-12 § 1).

1.42.090 Notification by non-participating candidate regarding expenditure ceiling.

A candidate for mayor or city council who decides not to accept the voluntary expenditure limits shall notify the city clerk by telephone and by confirming telegram, fax or e-mail on the day the candidate

raises more than 100 percent of the applicable expenditure ceiling and again on the day the candidate spends more than 100 percent of the applicable expenditure limit. The city clerk shall notify all other candidates for the same office by telephone, fax or e-mail within one business day. (Ord. 09-12 § 1).

1.42.100 Candidate acceptance or rejection of the voluntary expenditure limit.

At the time of filing his or her declaration of intention, each candidate for city council or mayor shall also file a letter with the city clerk indicating acceptance or rejection of the applicable voluntary expenditure limit. (Ord. 09-12 § 1).

1.42.110 Adjustment of limits for inflation.

Beginning January 1, 2011, the contribution and voluntary expenditure limits established by this chapter shall be adjusted biennially by a percentage equal to the change in the San Francisco Bay Area All Urban Consumer Price Index (CPI) for the previous two years. The amounts shall be rounded to the nearest \$10.00. The city clerk shall calculate such increase and post the new limits in a conspicuous place in the city clerk's office. (Ord. 09-12 § 1).

1.42.120 Candidate forum.

The open government commission shall sponsor a forum on the Friday, Saturday or Sunday before the general election for all candidates for city council or mayor who meet the criteria of this section. Although Saturday is strongly preferred, Friday or Sunday may be selected to prevent a conflict with other events of general interest occurring in, or of interest to, the voters of the city of Benicia. Additionally, the open government commission may, pursuant to a request from any member of the public or the City Council, sponsor an additional candidate forum during the weeks preceding or following the issuance of mail-in ballots for any given election. The commission shall be responsible for selecting the dates of any forum after discussion and consideration of potential conflicts. The chair of the commission shall moderate the forum or shall select another member of the commission to serve as moderator. The questions shall relate to last minute "hit pieces," and will allow candidates the opportunity to respond to inflammatory statements and misinformation. All questions asked shall be selected from questions submitted by residents of, and nonprofit organizations and business entities located in, the city of Benicia. The forum may be canceled in its entirety by unanimous consent of the candidates, delivered to the chair of the commission at least 24 hours before the scheduled forum date. (Ord. 11-07 § 1).

1.42.130 Enforcement.

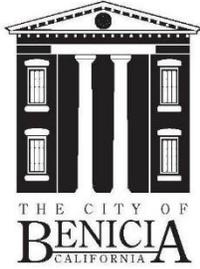
A. Criminal Enforcement. Any person who knowingly or willfully violates any provision of this chapter is guilty of a misdemeanor. Any person who causes any other person to violate any provision of this chapter, or who aids and abets any other person in the violation of any provision of this chapter, shall be liable under the provisions of this section. Prosecution for violation of any provision of this chapter must be commenced within two years after the date on which the violation occurred.

B. Civil Enforcement.

1. Any person who intentionally or negligently violates any provision of this chapter shall be liable in a civil action brought by the city attorney. Where no specific civil penalty is provided, a person may be liable for an amount up to \$2,000 for each violation.
2. Any person who intentionally or negligently makes or receives a contribution, or makes an expenditure, in violation of any provision of this chapter shall be liable in a civil action brought by the city attorney for an amount up to three times the amount of the unlawful contribution or expenditure.
3. If two or more persons are responsible for any violation, they shall be jointly and severally liable.

4. In determining the amount of liability under this subsection, the court may take into account any mitigating factors and any aggravating factors.

5. No civil action alleging a violation of this chapter shall commence more than two years after the date of the election for which the funds at issue were contributed or expended. (Ord. 09-12 § 1).



**AGENDA ITEM
CITY COUNCIL MEETING DATE – APRIL 7, 2020
CONSENT CALENDAR**

TO : City Manager

FROM : Human Resources Manager

SUBJECT : **ADOPTION OF NEW JOB DESCRIPTIONS AND UPDATED SALARY SCHEDULE**

EXECUTIVE SUMMARY:

Employee retention and attraction are growing challenges for many public agencies, including Benicia. To remain current with modern public-sector industry standards and staffing needs, modifications to current allocated positions, corresponding budget adjustments and approval of new job descriptions for Planning Manager and Executive Assistant to the Police Chief are recommended.

An updated salary schedule is included as part of this staff report, as the California Public Employee’s Retirement System (CalPERS) requires adoption of resolutions duly approving and adopting publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5. The salary schedule adds the positions of Planning Manager and Executive Assistant to the Police Chief and approves the salary of the position of Public Safety Dispatch Supervisor, an allocation previously approved.

RECOMMENDATION:

Move to adopt the resolution (Attachment 1) approving the job descriptions and salaries of Planning Manager and Executive Assistant to the Police Chief, the job description for Planning Manager (Attachment 2), the job description for Executive Assistant to the Police Chief (Attachment 3), and the modification to the allocation of positions, Personnel Rules (Attachment 4), and corresponding budget adjustments as described in this report; and adopting the publicly available pay schedule (Attachment 5) for all positions discussed in this staff report, as well as the position of Public Safety Dispatch Supervisor.

BUDGET INFORMATION:

With Council approval, the impact to the General Fund for the two new positions of Executive Assistant to the Police Chief and Planning Manager is approximately \$4,400 for the remainder of FY19-20 and approximately \$18,000 for FY2020-21. The amounts are modest enough to be covered by salary savings and other budget adjustments. These position changes are reclassifications of two employees and do not change our overall full-time employee allocation.

BACKGROUND:

Several job descriptions and allocated positions are outdated and in need of revision, especially when they do not meet the current needs of the organization. Staff is recommending creating two new job descriptions to meet the needs of the individual departments and the organization.

The Community Development Department currently includes the classification of Principal Planner. The proposed position of Planning Manager will include the high-level planning duties of a Principal Planner in addition to the overall day to day management and oversight of the planning division. This position is typical in agencies and is recommended to conform to modern standards and best practices. The position also meets the needs of the community and the organization to perform tasks such as long-range planning and to address the ever-increasing complexity of land use issues. The salary for the position will be set at 5% above a Principal Planner.

The second recommended new position is an Executive Assistant to the Police Chief to replace the existing Administrative Secretary position in the Police Department. Recent regulatory changes such as POST (the commission on peace officer standards and training), public records law changes, the increased responsibility and required records and reports that are generated in a modern-day police department have created a need for this position. Adoption of the job description of Executive Assistant is recommended given the multifaceted and confidential nature of a modern police department.

These positions are at-will and serve at the pleasure of the Department Head. The Personnel Rules, Section 1.6, will be amended to update the title for Executive Assistant to the Police Chief.

NEXT STEPS:

If the Council approves the recommended actions, staff will take the administrative steps necessary to implement the changes and update any other applicable documents.

ALTERNATIVE ACTIONS:

Without Council approval of adjusted salary ranges for the recommended positions, no changes will be made.

General Plan	Goal 2.28 Improve and maintain public facilities and services.
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	<p>The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input type="checkbox"/> Preserve & Enhance Infrastructure <input type="checkbox"/> Strengthen Economic & Fiscal Conditions

	<input type="checkbox"/> Protect & Enhance the Environment <input checked="" type="checkbox"/> High Performing Government
	<p align="center">City Programs Impacted by This Agenda Item (Top 3):</p> <ol style="list-style-type: none"> 1. Human Resources – Compensation Administration 2. Community Development - Administration 3. Police - Administration
	<p align="center">Priority Based Budgeting (PBB) Website:</p> <p>Coming soon in Spring 2020 will be a link to the City of Benicia’s PBB website to learn more about these programs and their costs.</p>

CEQA Analysis	The requested action is exempt from CEQA because it will not result in a direct or indirect physical change in the environment and therefore is not a project as defined in CEQA Guidelines Section 15378.
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ATTACHMENTS:

1. Resolution – Job Descriptions and Updated Salary Schedule
2. Job Description – Planning Manager
3. Job Description – Executive Assistant to the Police Chief
4. Personnel Rules Section 1.6 Revision
5. Salary Schedule – Revised 3/5/2020

*For more information contact: Kim Imboden, Human Resources Manager
Phone: (707) 746-4205
E-mail: kimboden@benicia.org*

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE JOB DESCRIPTIONS OF PLANNING MANAGER AND EXECUTIVE ASSISTANT TO THE POLICE CHIEF; AN UPDATED SALARY SCHEUDLE, AND AMENDMENTS TO THE PERSONNEL RULES SECTION 1.6

WHEREAS, job descriptions are routinely reviewed for adherence to industry standards and best practices, State and local agency requirements, and the needs and requirements of the organization; and

WHEREAS, to remain current, update to creation of the job descriptions of Planning Manager and Executive Assistant to the Police Chief are necessary; and

WHEREAS, the Personnel Rules Section 1.6 will be updated to codify that the positions are at-will and serve at the pleasure of the department head; and

WHEREAS, the salary range for the Planning Manager will be set at 5% above Principal Planner; the Executive Assistant to the Police Chief will be set at 7.5% above Administrative Secretary; and the Public Safety Dispatcher Supervisor is set at 20% above Public Safety Dispatcher; and

WHEREAS, the salary ranges are:

Planning Manager:

9,112.87 9,568.52 10,046.94 10,549.29 11,076.75

Executive Assistant to the Police Chief:

4,653.71 4,886.40 5,130.72 5,387.26 5,656.62

Public Safety Dispatch Supervisor:

5,667.91 5,951.31 6,248.87 6,561.31 6,889.38

WHEREAS, the City will continue to review and make recommendations for changes to job descriptions and salaries as appropriate.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby approves the amendments to the job description for the classifications of Planning Manager and Executive Assistant to the Police Chief; the revision to Personnel Rules Section 1.6 and the salary ranges listed above.

BE IT FURTHER RESOLVED THAT the City Council of the City of Benicia authorizes the City Manager to take the necessary administrative steps to implement the amendments approved by this resolution.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 7th day of April, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



CITY OF BENICIA PLANNING MANAGER

DEFINITION:

Under administrative direction, administers the City's current and advanced land-use planning programs, including implementation of the City's Zoning Ordinance and General Plan; provides information to developers and others on City codes and regulations relating to land use and development; acts as Secretary to the Planning Commission; serves as a member of the Department's management team and participates in departmental policy development, administrative planning, and problem resolution; and performs related work as required.

DISTINGUISHING CHARACTERISTICS:

The incumbent must possess sound knowledge and practical experience in applying the fundamentals of urban planning to issues faced by the community. This position is distinguished from the Principal Planner by the greater responsibility, experience, and discretion exercised in the consideration and processing of major projects and planning initiatives and responsibilities associated with the management of the Planning Division. The incumbent will have the responsibility for supervision over other professional and technical staff. The position requires use of independent judgment in organizing tasks and will make very complex decisions within the scope of work to be performed. The Planning Manager may act as the department director in the Director's absence.

REPRESENTATIVE DUTIES: The representative duties listed include essential and marginal functions that vary by position. Individuals with disabilities will be considered for placement into positions in this class based upon an assessment of the essential functions of the particular position.

- Directs, plans, and organizes the activities of all Planning Division staff including advanced and current planning; prepares and administers the division budget.
- Oversees all updates and amendments to the City's General Plan including current and future mandated elements; also assists in the implementation and administration of the zoning ordinance; subdivision ordinance and other planning policies and ordinances.
- Reviews and analyzes proposed projects applications and prepares staff reports, including recommendations on action to be taken and related justification; confers with developers and citizens on proposed projects and gives direction and advice on how to gain compliance with City policies, codes and regulations.

- Acts as Zoning Administrator as assigned.
- Assists the Director in the development and implementation of departmental goals, objectives, policies and priorities.
- Prepares, supervises, and evaluates subordinate staff in the preparation of planning studies and analyses, such as general plan amendments, zoning amendments, specific plans, and other studies as assigned.
- Selects, supervises, and evaluates the work of consultants and integrates consultants' work into the Planning Division work program.
- Manages coordination of staff support to the Historic Preservation Review Commission.
- Plans, directs, coordinates, reviews and participates in the work of professional and technical employees in data collection, analyses, plan formation and implementation of a wide variety of planning, zoning and environmental review activities.
- Reviews community growth patterns, trends in land use, community needs and other factors in originating recommendations for controlling and regulating community development.
- Represents the Community Development Department at public meetings and presents planning and development matters to City Council, Planning Commission, Historic Preservation Review Commission, and other commissions as requested.
- Provides information to the general public and other City and State agencies regarding zoning, development and design, interpretation of planning documents, interpretation of State documents, City permits and all other planning related activities.
- Coordinates planning activities with other City departments and with outside agencies.
- Evaluates Planning Division staffing arrangements, staffing levels, and work assignments and makes necessary recommendations to the Community Development Director; sets performance standards for Division staff and evaluates performance.
- May conduct general administrative projects concerning matters outside the scope of the planning function.

QUALIFICATIONS:

Knowledge of:

- Knowledge of the principals and practices of planning, zoning, subdivision, general plan and land use regulations, knowledge of Federal and State laws applicable to urban planning and current professional issues such as sustainability, historic preservation and downtown revitalization.
- Recent developments, current literature and informational sources in the field of planning and zoning.
- Statistical and research methods relating to planning.
- Working knowledge of the functions of other departments, particularly as their operations relate to city planning; and modern organization and management
- Skill in planning, organizing, supervising, reviewing and evaluation the work of others.
- Working knowledge of the principles, practices and legal decisions regarding the California Environmental Quality Act (CEQA).
- Possession of knowledge necessary for membership in the American Institute of Certified Planners (AICP).

Ability to:

- Plan the work of professional and technical staff in the compilation of technical and statistical data, research and the preparation of plans and technical papers.
- Establish and maintain effective working relationships with co-workers, the general public and other City personnel.
- Review and evaluate land use maps, design and construction maps.
- Communicate effectively in English, both orally and in writing; making presentations and preparing clear, organized and accurate written materials.
- Develop plans designed to maintain departmental efficiency and responsiveness.

- Supervise, train and evaluate professional staff.
- Exercise independent judgment and initiative.
- Effectively manage and administer a broad range of advanced and current planning projects.
- Apply principals and practices of customer service.

EXPERIENCE AND EDUCATION:

Experience:

Six years of increasingly responsible professional experience in urban planning, one year of which must have included supervisory experience.

A Master's degree may substitute for one year of the required professional experience.

Education:

Graduation from an accredited four year college or university with a degree in urban or environmental planning, architecture, landscape architecture or a closely related field. Master's degree is desirable.

LICENSE OR CERTIFICATE:

Must possess a valid California driver's license.

American Institute of Certified Planners (AICP) highly desirable, but not mandatory.

WORKING CONDITIONS:

Most work is performed, sitting at a desk and/or standing at a front counter for long period of time. Work involves reaching office equipment, bending and twisting. Employee will write, use a keyboard, and other standard office equipment to communicate; may lift light weight objects; walk on uneven surfaces. Work is conducted primarily in an office setting but may include visits to existing and potential businesses and to proposed development sites. It also involves frequent attendance at meetings, including many that are conducted on weekends or during the evening. The work also involves irregular hours and some out-of-town travel.

POSITION INFORMATION:

Originated: March 2020

Approved by Civil Service: N/A

Approved by City Council:

FLSA: Exempt

Bargaining Unit: Mid-Management



Executive Assistant to the Police Chief

DESCRIPTION

Under the direction of the Police Chief, this classification is responsible for managing and overseeing a wide variety of confidential, complex and responsible administrative duties for the Police Chief. Incumbents are responsible for researching and compiling information for the Police Chief's consideration and effectively manage many additional ancillary obligations and responsibilities. Assists in managing the requirements of the high-profile position of the Police Chief in the community and outside the community and the positions obligations on multiple law enforcement boards and committees including assisting with communication, including drafting and correlating highly privileged and extremely confidential communications and work products. The position requires and unusually high amount of interaction with top level staff of local, state, national and international organizations. The job requires the ability to plan, coordinate and implement large-scale and high-profile department and community events and serves as a liaison between the police department and the community. The position plays and active role in the Command Staff and is privy to the most confidential information in the department. Often represents the Chief or speaks for the Chief in the Chief's absence.

DISTINGUISHING CHARACTERISTICS

This classification is a high general administrative level. Incumbents are responsible for managing and coordinating programs and projects and providing information both internally and externally as well as preparing reports. Incumbents perform work of a complex analytical nature.

SUPERVISION RECEIVED AND EXERCISED

Employees in this classification report to the Police Chief. May supervise non-sworn professional or clerical staff.

REPRESENTATIVE DUTIES

Review, edit, and verify information on documents related to department activities. Coordinate, review, edit, monitor, and assist with the planning of department related publications and distribution of department information. Rewrite and edit copy to improve readability on department related material.

Appropriately handle, control, maintain and distribute information of the highest level of confidentiality from both internal and external sources in accordance with all applicable federal, state, local and internal laws, regulations and policies.

Plan, obtain information, edit, and layout department, advertisements, flyers, brochures, and other materials; coordinate production and oversee distribution as it pertains to the police department.

Develop, organize, and implement recognition processes, procedures, and activities to celebrate achievements and milestones of employees while promoting inclusiveness, appreciation, and motivation.

Plan, coordinate, and implement large department events; coordinate and organize medium and smaller department events, community meetings, functions, and related activities; obtain materials, refreshments, and resources, and set up rooms and equipment; attend events and serve as coordinator; keep activities flowing subject to timeliness/management needs.

Serve as the liaison between the police department and the community, , department heads, City Manager's office, etc . Demonstrate political acumen by representing the city, police department, Solano County Law Enforcement Administrators' Association, and all pertinent and associated organizations.

Represent the Office of the Chief when conferring with representatives of other departments, governmental agencies, boards, commissions, business groups, community groups, and others. In the absence of the Chief, when appropriate and at his direction, serve as the voice of the Chief.

Respond to the most difficult complaints and requests for information from both the public, and city and police department staff; research requested information and determine appropriate path for timely and effective resolution. Monitor multiple public mailboxes, respond to each email advising receipt, direct email to appropriate division/staff for review and response, tracks efforts at resolution and document outcome. Ability to use discretion to determine which requests can be handled directly, which need to be delegated and which need to go to the Chief.

Routinely serve on committees and task forces, working together with community members and staff at all levels, and participate in events such as National Night Out, Citizens' Academy, and the Youth Academy.

Facilitate and manage a consistent and visible 'virtual presence' for the Chief; that is, despite a demanding calendar their presence remains a constant in the department and throughout the city. Must be aware of significant events in the lives of city and department staff, their families, and our citizens. Correspond accordingly e.g. congratulatory notes to citizens having achieved certain milestones/awards or to staff members for personal achievements; notes of sympathy sent to staff or citizens having experienced the loss of a loved one; get well notes to citizens or staff who are ill or recovering; notes of praise for a job well done or going above and beyond. The importance of this activity cannot be understated and speaks to the tone, interest, and occupancy of the Office of the Chief. The police department operates by means of a community policing philosophy; routinely reaching out to staff and the community appropriately supports the commitment to this model.

Someone who can be relied upon to represent the city, police department, and affiliate organizations articulately, intelligently, and with appropriate poise and decorum, at all times, who integrates a vast body of experience in a variety of capacities; who is loyal and trusted, capable of exercising sound judgment, employing common sense, and able to make appropriate decisions in the Chief's absence; who is an independent thinker and assertively proactive; who can cross over/break through any pre-conceived 'inter-personnel' barriers; and to whom great responsibility can readily be afforded is a great benefit. A unique individual, who embodies all of these characteristics and possesses the technical proficiency,

is the kind of person required to most comprehensively represent the high caliber Chief we have in Benicia, a city also known for its excellence.

QUALIFICATIONS

Any combination of education and experience that would provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education and Experience: An Associates or Bachelor's Degree in Business or Public Administration, Business Management, or a related field or equivalent units or cumulative work experience in the field as an administrative assistant to a senior public-sector executive. Additionally, work experience, certificates and professional training could apply towards the education requirement.

Knowledge of:

Supervisory principles; public relations principles; community outreach and image/issue management; marketing and public relations principles and practices; principles and practices of multi-media presentation methods using a variety of technology; consensus building techniques; project management principles; applicable Federal, State, and Local laws, rules, regulations, codes, and/or statutes; modern office procedures, methods, and equipment; structure and proper use of the English language, grammar, and punctuation.

Ability to:

Prioritize work tasks; monitor and evaluate the work of subordinate staff; review work methods and/or procedures and make recommendations for improvement; use a computer and related software applications; resolve conflict; compile and analyze data and information; interpret and apply policies, procedures, and guidelines; collect, organize, and present complex technical data; design and prepare reports and forms; organize and implement public information activities; develop, write and produce effective communication materials using a variety of media; provide customer service; maintain confidentiality; proofread and edit documents; utilize modern office equipment; perform mathematical calculations; handle multiple tasks simultaneously; type complex correspondence, memos, vouchers, and/or other related information; maintain complex, sensitive, and confidential documents, records, and files; define problems and collect data; work independently; conduct specialized research; assemble and organize data and information; and communicate, using interpersonal skills as applied to interaction with coworkers, supervisor, the general public, and others.

WORKING CONDITIONS

Work is generally performed in an office setting with frequent interruptions, multiple deadlines, complaints, and peak workload periods. Position will require working with the public and availability at night and/or weekend meetings.

PHYSICAL DEMANDS

Work may include prolonged stationary work, as well as light to moderate lifting, reaching, stooping, pulling, pushing, and manual dexterity; the need to transport files, paper and documents weighing up to 25 pounds; frequent operation of computer and other office machinery; frequent communication with employees and public.

ESSENTIAL AND NON-ESSENTIAL DUTIES

The representative duties listed in this job description include essential and non-essential functions. Individuals with disabilities will be considered for placement into positions in this class based upon an assessment of the essential functions of the particular position. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth to address business needs and changing business practices.

Position Information:

Approved by Civil Service. Not Applicable (at-will position)

Established:

Unit: Professional/Confidential

FLSA: exempt

City of Benicia Personnel Rules

1.6 Rules – Application and Exceptions

- a. **Pertinence:** Except as otherwise provided by these Rules, any current Memorandum of Understanding, the Benicia Municipal Code, or any other law or rule duly adopted by the City Council, these Rules shall apply to all employees in the competitive service of the City. The masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so indicates.
- b. **Exceptions:** As provided in Benicia Municipal Code Section 2.70.060, these Rules in their entirety shall apply to all officers, positions and employments in the service of the City except:
- (1) Elected officers and any deputies appointed thereto.
 - (2) The City Manager and any direct reports to the City Manager, including, Senior Management Analyst.
 - (3) Executive Assistant to the City Manager *and Executive Assistant to the Police Chief*
 - (4) The City Attorney and any assistant or deputy city attorneys.
 - (5) Members of appointive boards, commissions, and committees.
 - (6) All department heads, assistant department heads and division heads excluding those positions that are currently in the civil service system.

Those positions include:

- Police Captain
 - Police Lieutenant
 - Recreation Supervisor
 - Water Superintendent
 - Wastewater Superintendent
- (7) Persons engaged under contract to supply expert, professional, technical or any other services.
 - (8) Volunteer personnel, such as volunteer firefighters.
 - (9) All Council appointed City officers.
 - (10) Emergency employees who are hired to meet the immediate requirements of an emergency condition, such as extraordinary fire, flood, or earthquake which threatens life or property.
 - (11) Employees, other than those listed elsewhere in this section, who are not regular employees.
 - (12) Any employee hired to fill a position primarily funded under a state, federal or other grant or employment program.

Employees not included in the competitive service under this section shall serve at the pleasure of their appointing authority.

The City Manager may, by written administrative policy, apply any provision or provisions of these Rules to any person or position exempted from these Rules included in Section 1.6.

CITY OF BENICIA - FULL TIME SALARY SCHEDULE - Schedule AFor questions, contact H.R. Dept at (707) 746-4205 or (707) 746-4766 or email: kimboden@ci.benicia.ca.us

Updated: 3/5/20

UNIT	Effective Date of Salary Range	Y-Rated??*	CLASSIFICATION TITLES Full Time Positions	5% BETWEEN EACH STEP. Rates listed below are monthly equivalents				
				A	B	C	D	E
BPSEA	7/1/2019		ACCOUNT CLERK I	3,354.60	3,522.33	3,698.45	3,883.37	4,077.54
BPSEA	7/1/2019		ACCOUNT CLERK II	3,690.06	3,874.56	4,068.29	4,271.71	4,485.29
BPSEA	7/1/2019	Y	ACCOUNTING TECHNICIAN	4,667.50	4,900.88	5,145.92	5,403.22	5,673.38
BPSEA	7/1/2019		ADMIN CLERK I	3,142.11	3,299.22	3,464.18	3,637.39	3,819.26
BPSEA	7/1/2019		ADMIN CLERK II	3,456.77	3,629.61	3,811.09	4,001.65	4,201.73
BSPA	7/1/2019		ADMINISTRATIVE SECRETARY	4,329.04	4,545.49	4,772.76	5,011.40	5,261.97
BDA	7/1/2019		ANIMAL CONTROL OFFICER	4,089.74	4,294.23	4,508.94	4,734.39	4,971.11
UNREP	9/1/2019		ASSISTANT CITY MANAGER	12,904.70	13,549.94	14,227.43	14,938.81	15,685.75
BSPA	7/1/2019		ASSISTANT ENGINEER	6,845.84	7,188.13	7,547.54	7,924.92	8,321.16
MID	10/1/2019		ASSISTANT FINANCE DIRECTOR	9,331.13	9,797.69	10,287.57	10,801.95	11,342.05
BSPA	7/1/2019		ASSISTANT PLANNER	5,806.81	6,097.16	6,402.01	6,722.11	7,058.22
BSPA	7/1/2019		ASSOCIATE CIVIL ENGINEER	7,531.22	7,907.78	8,303.17	8,718.33	9,154.25
BSPA	7/1/2019		ASSOCIATE PLANNER	6,387.59	6,706.96	7,042.31	7,394.43	7,764.15
BPSEA	7/1/2019		BUILDING INSPECTOR I	5,103.33	5,358.49	5,626.42	5,907.74	6,203.12
BPSEA	7/1/2019		BUILDING INSPECTOR II	5,613.30	5,893.97	6,188.67	6,498.10	6,823.01
MID	10/1/2019		BUILDING OFFICIAL	8,659.24	9,092.20	9,546.81	10,024.15	10,525.36
Elected	12/1/2011		CITY CLERK	1,078.67				
Elected	12/1/2011		CITY COUNCIL (Mayor)	525.09				
Elected	12/1/2011		CITY COUNCIL (Vice-Mayor and Council)	393.59				
MID	10/1/2019		CITY ENGINEER	10,510.81	11,036.35	11,588.17	12,167.58	12,775.96
Contract	7/1/2018		CITY MANAGER	19,952.73				
Elected	9/20/2011		CITY TREASURER	200.00				
SR	9/1/2019		COMMUNITY DEVELOPMENT DIRECTOR	11,582.06	12,161.17	12,769.22	13,407.69	14,078.07
BSPA	7/1/2019		COMMUNITY PRESERVATION OFFICER	4,074.23	4,277.94	4,491.84	4,716.43	4,952.25
BDA	7/1/2019		COMMUNITY SERVICES OFFICER I	4,089.74	4,294.23	4,508.94	4,734.39	4,971.11
BDA	7/1/2019		COMMUNITY SERVICES OFFICER II	4,498.46	4,723.38	4,959.55	5,207.53	5,467.91
BSPA	7/1/2019		DEPUTY CITY CLERK	4,978.39	5,227.31	5,488.67	5,763.11	6,051.26
MID	10/1/2019		DEPUTY FIRE CHIEF	10,188.25	10,697.66	11,232.54	11,794.17	12,383.88
MID	10/1/2019		DEPUTY PUBLIC WORKS DIRECTOR - OPS / CITY ENGINEER	10,510.81	11,036.35	11,588.17	12,167.58	12,775.96
MID	10/1/2019		DEPUTY PUBLIC WORKS DIRECTOR - Utilities	10,009.38	10,509.85	11,035.35	11,587.11	12,166.47
BPSEA	7/1/2019		DEVELOPMENT SERVICES TECH I	3,995.68	4,195.46	4,405.23	4,625.49	4,856.77
BPSEA	7/1/2019		DEVELOPMENT SERVICES TECH II	4,395.34	4,615.10	4,845.86	5,088.15	5,342.56
MID	10/1/2019		DIVISION FIRE CHIEF	9,262.13	9,725.24	10,211.50	10,722.08	11,258.18
MID	10/1/2019		ECONOMIC DEVELOPMENT MANAGER I	7,955.57	8,353.34	8,771.01	9,209.56	9,670.04
MID	10/1/2019		ECONOMIC DEVELOPMENT MANAGER II	9,546.33	10,023.64	10,524.83	11,051.07	11,603.62
BSPA	7/1/2019		ECONOMIC DEVELOPMENT SPECIALIST	5,022.98	5,274.13	5,537.84	5,814.73	6,105.47
BPSEA	7/1/2019		ENGINEERING TECHNICIAN I	4,395.34	4,615.10	4,845.86	5,088.15	5,342.56
BPSEA	7/1/2019		ENGINEERING TECHNICIAN II	4,834.78	5,076.52	5,330.34	5,596.86	5,876.70
BSPA	7/1/2019		EXECUTIVE ASSISTANT TO THE CITY MANAGER	4,978.39	5,227.30	5,488.67	5,763.10	6,051.26
BSPA	3/1/2020		EXECUTIVE ASSISTANT TO THE POLICE CHIEF	4,653.71	4,886.40	5,130.72	5,387.26	5,656.62
BPSEA	7/1/2019		FIELD UTILITIES & STREET APPRENTICE	3,888.98	4,083.43	4,287.60	4,501.98	4,727.08
BPSEA	7/1/2019	Y	FIELD UTILITIES & STREET JOURNEYMAN	4,277.79	4,491.68	4,716.27	4,952.08	5,199.68
BSPA	7/1/2019		FIELD UTILITIES & STREET SUPERVISOR	5,470.25	5,743.77	6,030.96	6,332.50	6,649.13
SR	9/1/2019		FINANCE DIRECTOR	11,835.60	12,427.38	13,048.75	13,701.18	14,386.24
BFA	9/1/2019		FIRE CAPTAIN	8,436.93	8,858.78	9,301.72	9,766.80	10,255.14
SR	9/1/2019		FIRE CHIEF	12,720.60	13,356.63	14,024.46	14,725.68	15,461.97
MID	10/1/2019		FIRE MARSHAL	8,490.36	8,914.87	9,360.62	9,828.65	10,320.08
BPSEA	7/1/2019		FIRE PREVENTION INSPECTOR	5,613.30	5,893.97	6,188.67	6,498.10	6,823.01
BFA	9/1/2019		FIREFIGHTER	6,635.63	6,967.41	7,315.78	7,681.57	8,065.16
BFA	9/1/2019		FIREFIGHTER/ENGINEER	7,669.84	8,053.33	8,456.00	8,878.80	9,322.74
BSPA	7/1/2019		HUMAN RESOURCES ANALYST I	5,484.71	5,758.94	6,046.89	6,349.23	6,666.70
BSPA	7/1/2019		HUMAN RESOURCES ANALYST II	6,033.18	6,334.84	6,651.58	6,984.16	7,333.37

CITY OF BENICIA - FULL TIME SALARY SCHEDULE - Schedule AFor questions, contact H.R. Dept at (707) 746-4205 or (707) 746-4766 or email: kimboden@ci.benicia.ca.us

Updated: 3/5/20

UNIT	Effective Date of Salary Range	Y-Rated??*	CLASSIFICATION TITLES Full Time Positions	5% BETWEEN EACH STEP. Rates listed below are monthly equivalents				
				A	B	C	D	E
BPSEA	7/1/2019		HUMAN RESOURCES ASSISTANT	4,173.90	4,382.60	4,601.73	4,831.82	5,073.41
MID	10/1/2019		HUMAN RESOURCES MANAGER	9,091.43	9,546.00	10,023.30	10,524.47	11,050.69
BPSEA	7/1/2019		HUMAN RESOURCES TECHNICIAN	4,277.40	4,491.27	4,715.84	4,951.63	5,199.21
BSPA	7/1/2019		INFORMATION TECHNOLOGY ANALYST I	5,516.34	5,792.16	6,081.76	6,385.85	6,705.15
BSPA	7/1/2019		INFORMATION TECHNOLOGY ANALYST II	6,068.42	6,371.85	6,690.44	7,024.96	7,376.21
BPSEA	7/1/2019		INFORMATION TECHNOLOGY ASSISTANT (Reso 16-177)	3,795.29	3,985.05	4,184.30	4,393.52	4,613.19
MID	10/1/2019		INFORMATION TECHNOLOGY MANAGER	9,352.61	9,820.24	10,311.26	10,826.82	11,368.16
BPSEA	7/1/2019		IRRIGATION SPECIALIST	4,445.07	4,667.32	4,900.69	5,145.72	5,403.01
BPSEA	7/1/2019		LABORATORY ANALYST	5,649.46	5,931.94	6,228.53	6,539.96	6,866.96
BPSEA	7/1/2019		LABORATORY TECHNICIAN I	4,465.86	4,689.16	4,923.61	5,169.80	5,428.28
BPSEA	7/1/2019	Y	LABORATORY TECHNICIAN II	4,912.54	5,158.17	5,416.08	5,686.88	5,971.22
MID	10/1/2019		LIBRARIAN I	4,524.38	4,750.60	4,988.13	5,237.53	5,499.41
MID	10/1/2019	Y	LIBRARIAN II	4,977.45	5,226.32	5,487.64	5,762.02	6,050.12
SR	9/1/2019		LIBRARY DIRECTOR	10,750.01	11,287.51	11,851.88	12,444.48	13,066.70
MID	10/1/2019	Y	LIBRARY MANAGER	6,582.73	6,911.87	7,257.46	7,620.33	8,001.35
BSPA	7/1/2019		LIBRARY TECHNICIAN I	3,401.07	3,571.12	3,749.68	3,937.16	4,134.02
BSPA	7/1/2019	Y	LIBRARY TECHNICIAN II	3,740.81	3,927.85	4,124.24	4,330.45	4,546.98
BSPA	7/1/2019		LITERACY PROGRAM SUPERVISOR	4,486.26	4,710.57	4,946.10	5,193.40	5,453.07
BPSEA	7/1/2019		MAINTENANCE CUSTODIAN	3,586.37	3,765.69	3,953.98	4,151.67	4,359.26
BPSEA	7/1/2019		MAINTENANCE TECHNOLOGIST I	5,383.73	5,652.91	5,935.56	6,232.33	6,543.95
BPSEA	7/1/2019		MAINTENANCE TECHNOLOGIST II	5,922.09	6,218.20	6,529.11	6,855.56	7,198.34
BPSEA	7/1/2019		MAINTENANCE WORKER III/PARKS & CS	4,868.24	5,111.65	5,367.23	5,635.59	5,917.37
BPSEA	7/1/2019		MAINTENANCE WORKER III/PW	5,043.54	5,295.72	5,560.50	5,838.53	6,130.45
BSPA	7/1/2019		MANAGEMENT ANALYST I	5,275.08	5,538.83	5,815.78	6,106.57	6,411.89
BSPA	7/1/2019	Y	MANAGEMENT ANALYST II	5,802.77	6,092.91	6,397.55	6,717.43	7,053.30
BPSEA	7/1/2019		MECHANIC	4,831.17	5,072.72	5,326.36	5,592.68	5,872.31
BFA	9/1/2019		PARAMEDIC FIREFIGHTER	7,300.28	7,665.29	8,048.55	8,450.98	8,873.53
BSPA	7/1/2019		PARKS & BLDG MAINT SUPERVISOR	5,416.04	5,686.84	5,971.18	6,269.74	6,583.23
SR	9/1/2019		PARKS & COMM. SERV. DIRECTOR	11,127.60	11,683.98	12,268.18	12,881.59	13,525.67
MID	10/1/2019	Y	PARKS & COMM. SERV. SUPERINTENDENT	7,482.52	7,856.65	8,249.48	8,661.95	9,095.05
BPSEA	7/1/2019		PARKS LANDSCAPE & BLDG MAINT JOURNEYMAN	4,233.49	4,445.16	4,667.42	4,900.79	5,145.83
BPSEA	7/1/2019		PARKS LANDSCAPE & BLDG MAINT WORKER	3,848.29	4,040.70	4,242.74	4,454.87	4,677.62
MID	3/1/2020		PLANNING MANAGER	9,112.87	9,568.52	10,046.94	10,549.29	11,076.75
PDMG	8/1/2019		POLICE CAPTAIN	10,565.06	11,093.31	11,647.98	12,230.38	12,841.90
SR	9/1/2019		POLICE CHIEF	13,577.73	14,256.62	14,969.45	15,717.93	16,503.82
PDMG	8/1/2019		POLICE LIEUTENANT	9,605.34	10,085.61	10,589.89	11,119.38	11,675.35
BPOA	7/1/2019		POLICE OFFICER	6,929.52	7,276.00	7,639.80	8,021.79	8,422.88
BDA	7/1/2019		POLICE RECORDS CLERK	4,089.74	4,294.23	4,508.94	4,734.39	4,971.11
BPOA	7/1/2019		POLICE SERGEANT	8,315.79	8,731.58	9,168.16	9,626.56	10,107.89
MID	10/1/2019		PRINCIPAL CIVIL ENGINEER	9,195.45	9,655.23	10,137.99	10,644.89	11,177.13
MID	10/1/2019		PRINCIPAL PLANNER	8,678.93	9,112.87	9,568.52	10,046.94	10,549.29
MID	10/1/2019		PROJECT MANAGER (Reso 16-159)	8,703.73	9,138.92	9,595.86	10,075.66	10,579.44
BDA	7/1/2019		PUBLIC SAFETY DISPATCHER	4,723.25	4,959.42	5,207.39	5,467.76	5,741.15
BDA	12/1/2019		PUBLIC SAFETY DISPATCHER SUPERVISOR	5,667.91	5,951.31	6,248.87	6,561.31	6,889.38
SR	9/1/2019		PUBLIC WORKS DIRECTOR	11,906.88	12,502.22	13,127.33	13,783.70	14,472.88
BPSEA	7/1/2019		PUBLIC WORKS INSPECTOR	5,423.41	5,694.58	5,979.31	6,278.28	6,592.19
MID	10/1/2019		PUBLIC WORKS MAINT. SUPT.	7,669.57	8,053.05	8,455.70	8,878.49	9,322.41
BPSEA	7/1/2019		RECREATION ASSISTANT (Reso 16-177)	4,058.98	4,261.93	4,475.02	4,698.77	4,933.71
BPSEA	7/1/2019		RECREATION COORDINATOR	5,211.83	5,472.42	5,746.04	6,033.35	6,335.16
BSPA	7/1/2019		RECREATION SUPERVISOR	5,556.09	5,833.90	6,125.59	6,431.87	6,753.47
BPSEA	7/1/2019		SENIOR ACCOUNT CLERK	4,058.98	4,261.93	4,475.02	4,698.77	4,933.71
BSPA	7/1/2019		SENIOR ACCOUNTANT	6,506.66	6,831.99	7,173.59	7,532.27	7,908.88

CITY OF BENICIA - FULL TIME SALARY SCHEDULE - Schedule AFor questions, contact H.R. Dept at (707) 746-4205 or (707) 746-4766 or email: kimboden@ci.benicia.ca.us

Updated: 3/5/20

UNIT	Effective Date of Salary Range	Y-Rated??*	CLASSIFICATION TITLES Full Time Positions	5% BETWEEN EACH STEP. Rates listed below are monthly equivalents				
				A	B	C	D	E
BPSEA	7/1/2019		SENIOR ACCOUNTING TECHNICIAN	5,134.98	5,391.73	5,661.31	5,944.38	6,241.60
BPSEA	7/1/2019	Y	SENIOR ADMINISTRATIVE CLERK	3,974.88	4,173.62	4,382.30	4,601.42	4,831.49
BSPA	7/1/2019		SENIOR CIVIL ENGINEER	8,659.91	9,092.91	9,547.55	10,024.93	10,526.18
UNREP	7/1/2018		SENIOR HUMAN RESOURCES ANALYST	6,368.90	6,687.35	7,021.72	7,372.80	7,741.44
MID	10/1/2019	Y	SENIOR LIBRARIAN	5,723.80	6,009.99	6,310.49	6,626.01	6,957.31
BSPA	7/1/2019		SENIOR MANAGEMENT ANALYST	6,383.04	6,702.19	7,037.30	7,389.16	7,758.62
BPSEA	7/1/2019		SENIOR MECHANIC	5,555.43	5,833.20	6,124.86	6,431.10	6,752.66
BSPA	7/1/2019		SENIOR PLANNER	7,345.93	7,713.22	8,098.88	8,503.83	8,929.02
BPSEA	7/1/2019		WASTEWATER OPERATOR I	4,793.19	5,032.85	5,284.49	5,548.71	5,826.15
BPSEA	7/1/2019		WASTEWATER OPERATOR II	5,272.41	5,536.03	5,812.83	6,103.47	6,408.65
BPSEA	7/1/2019		WASTEWATER OPERATOR III	6,063.59	6,366.77	6,685.11	7,019.37	7,370.34
BPSEA	7/1/2019		WASTEWATER OPERATOR IN TRAINING	4,167.47	4,375.85	4,594.64	4,824.37	5,065.59
MID	10/1/2019	Y	WASTEWATER PLANT SUPERINTENDENT	8,271.54	8,685.12	9,119.37	9,575.34	10,054.11
BSPA	7/1/2019		WASTEWATER PLANT SUPERVISOR	7,082.23	7,436.35	7,808.16	8,198.57	8,608.50
BPSEA	7/1/2019		WATER OPERATOR II (FORMERLY ASSISTANT)	4,930.63	5,177.16	5,436.02	5,707.82	5,993.21
BPSEA	7/1/2019		WATER OPERATOR III (FORMERLY WATER OPERATOR)	5,559.84	5,837.84	6,129.73	6,436.22	6,758.03
BPSEA	7/1/2019		WATER OPERATOR IN TRAINING	4,287.74	4,502.13	4,727.23	4,963.59	5,211.77
BPSEA	7/1/2019		WATER OPERATOR IV (FORMERLY ADVANCED)	6,237.20	6,549.06	6,876.52	7,220.34	7,581.36
MID	10/1/2019		WATER PLANT SUPERINTENDENT	8,253.38	8,666.05	9,099.36	9,554.32	10,032.04
BSPA	7/1/2019		WATER PLANT SUPERVISOR	6,937.67	7,284.55	7,648.78	8,031.22	8,432.78
BSPA	7/1/2019		WATER QUALITY SUPERVISOR	7,507.31	7,882.68	8,276.81	8,690.65	9,125.18
BPSEA	7/1/2019		WATER QUALITY TECHNICIAN I - WASTEWATER	4,891.74	5,136.33	5,393.15	5,662.81	5,945.95
BPSEA	7/1/2019		WATER QUALITY TECHNICIAN I - WATER	4,891.74	5,136.33	5,393.15	5,662.81	5,945.95
BPSEA	7/1/2019		WATER QUALITY TECHNICIAN II - WASTEWATER	5,380.02	5,649.02	5,931.47	6,228.04	6,539.44
BPSEA	7/1/2019	Y	WATER QUALITY TECHNICIAN II - WATER	5,380.02	5,649.02	5,931.47	6,228.04	6,539.44

** Positions indicating a "Y" in the third column, are actually Y-Rated. The correct market salary is listed on this sheet, however some employees who were in the position at the time it became Y-rated will make a higher amount.

Updated by: HR Manager
Reviewed by: Payroll and HR staff

approved for posting:



AGENDA ITEM
CITY COUNCIL MEETING DATE – APRIL 7, 2020
BUSINESS ITEMS

TO: City Council

FROM: City Attorney

SUBJECT: FIRST READING OF AN ORDINANCE AMENDING BENICIA MUNICIPAL CODE CHAPTERS 1.36 (VOLUNTARY CODE OF FAIR CAMPAIGN PRACTICES) AND 1.40 (DISCLOSURE OF CONTRIBUTIONS AND EXPENDITURES IN CANDIDATE AND BALLOT MEASURE ELECTIONS) REGARDING POLITICAL ACTION COMMITTEES

EXECUTIVE SUMMARY:

On March 3, 2020, the Benicia City Council considered amendments to the Benicia Municipal Code (“BMC”) Chapters 1.36 (Voluntary Code of Fair Campaign Practices), 1.40 (Disclosure of Contributions and Expenditures in Candidate and Ballot Measure Elections) and 1.42 (Contribution and Voluntary Spending Limits) proposed by the Benicia Open Government Commission (“OGC”). The City Council waived the first reading, read the ordinance by title only and referred the ordinance to second reading for adoption. The City Council also directed the City Attorney’s office to return with further amendments regarding Political Action Committees, which amendments are described in greater detail below.

RECOMMENDATION:

Move to waive the first reading and introduce an ordinance (Attachment 1) of the City Council amending Benicia Municipal Code Chapters 1.36 (Voluntary Code of Fair Campaign Practices), 1.40 (Disclosure of Contributions and Expenditures in Candidate and Ballot Measure Elections) regarding Political Action Committees and finding the ordinance exempt under the California Environmental Quality Act.

BACKGROUND:

The proposed amendments to BMC Chapters 1.36 and Chapter 1.40 include the following changes:

- Chapter 1.36 amendments include a statement that in addition to candidates for elective office, Political Action Committees may also voluntarily submit to Benicia’s Voluntary Code of Fair Campaign Practices. The term Political Action Committee is defined. Political Action Committees that voluntarily participate in the Code will have their name/title published on the City’s website.

- Chapter 1.40 amendments include a statement that the campaign advertising disclosure rules of the Political Reform Act and the FPPC Regulations are incorporated by reference into the Benicia Municipal Code. A new section has also been added to Chapter 1.40 which provides that when a Political Action Committee is required to make a “paid for by” advertising disclosure under state law, the Political Action Committee shall also include a disclosure statement identifying its top three (3) contributors on that advertisement. This requirement applies to print advertisements.

BUDGET INFORMATION:

There are no financial or budgetary impacts associated with the adoption of this ordinance.

NEXT STEPS:

If passed, consider ordinance at second reading and adopt ordinance.

ALTERNATIVE ACTIONS:

Direct City Attorney to make certain changes and/or amendments to the ordinance.

General Plan	N/A
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):
	<input type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input type="checkbox"/> Preserve & Enhance Infrastructure <input type="checkbox"/> Strengthen Economic & Fiscal Conditions <input type="checkbox"/> Protect & Enhance the Environment <input checked="" type="checkbox"/> High Performing Government
	City Programs Impacted by This Agenda Item (Top 3):
	<ol style="list-style-type: none"> 1. Boards and Commissions - Open Government Commission 2. Legal Counsel for City Council 3. Elections Administration
	Priority Based Budgeting (PBB) Website:
	Coming soon in Spring 2020 will be a link to the City of Benicia’s PBB website to learn more about these programs and their costs.

CEQA Analysis	Pursuant to Title 14, the California Code of Regulations, Section 15378(b)(5) of the California Environmental Quality Act (“CEQA”) guidelines, the proposed action is an administrative activity of the City that will not result in direct or indirect physical changes to the environment.
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ATTACHMENT:

1. Ordinance – Amendments to Campaign Regulations Regarding Political Action Committees

For more information contact: Benjamin Stock, City Attorney

Phone: 415-755-2600

E-mail: bstock@ci.benicia.ca.us

CITY OF BENICIA

ORDINANCE NO. 20-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING BENICIA MUNICIPAL CODE CHAPTERS 1.36 (VOLUNTARY CODE OF FAIR CAMPAIGN PRACTICES) AND 1.40 (DISCLOSURE OF CONTRIBUTIONS AND EXPENDITURES IN CANDIDATE AND BALLOT MEASURE ELECTIONS) REGARDING POLITICAL ACTION COMMITTEES

WHEREAS, on January 15, 2019, the City Council directed the Benicia Open Government Commission to consider possible updates and amendments to the City's campaign-related laws and regulations; and

WHEREAS, the City Council further recommended the creation of an Ad Hoc Committee to evaluate potential amendments to the City's campaign-related laws and regulations; and

WHEREAS, the Ad Hoc Committee met over a series of months to evaluate the City's existing laws and regulations regarding campaign practices, expenditures and spending limits; and

WHEREAS, on October 21, 2019, the Open Government Commission convened to finalize proposed amendments regarding the City's campaign regulations; and

WHEREAS, on January 6, 2020, the City Council received a staff presentation and public testimony regarding the Open Government Commission's proposed amendments to Benicia Municipal Code Chapters 1.36, 1.40 and 1.42; and

WHEREAS, on January 6, 2020, the City Council discussed each proposed amendment, deliberated, and provided direction to the City Attorney's office to return with an ordinance amending Chapters 1.36, 1.40 and 1.42; and

WHEREAS, the City Council of the City of Benicia held a duly noticed public hearing on the proposed amendments and introduced Ordinance No. _____ on March 3, 2020; and

WHEREAS, on March 3, 2020, the City Council directed the City Attorney to propose further changes to Chapters 1.36 (Voluntary Code of Fair Campaign Practices) and 1.40 (Disclosure of Contributions and Expenditures in Candidate and Ballot Measure Elections) in order to address Political Action Committees; and

WHEREAS, on the City Council of the City of Benicia held a duly noticed public hearing on these proposed amendments and introduced Ordinance No. _____ on April 7, 2020.

NOW, THEREFORE, the City Council of the City of Benicia does hereby ordain as follows:

Section 1. Chapter 1.36 (Voluntary Code of Fair Campaign Practices) and 1.40 (Disclosure of Contributions and Expenditures in Candidate and Ballot Measure Elections) of Title 1 (General Provisions) of the Benicia Municipal Code is hereby amended as set forth in Attachment 1, attached hereto and incorporated herein by reference.

Section 2. **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 and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

Section 3. **Compliance with CEQA.** The City Council hereby finds that the action to adopt this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment and pursuant to CEQA Guidelines section 15060, subd. (c)(2), because the ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment.

Section 4. **Publication.** The City Clerk is hereby ordered and directed to certify the passage of this Ordinance by the City Council of the City of Benicia, California and cause the same to be published in accordance with State law.

Section 5. **Effective Date.** This Ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and posted as required by law.

On motion of Council Member _____, seconded by Council Member _____, the foregoing ordinance was introduced at a regular meeting of the City Council on the 7th day of April 2020, and adopted at a regular meeting of the Council held on the _____ day of _____ 2020, by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

ATTACHMENT 1
ORDINANCE NO. _____

Chapter 1.36

VOLUNTARY CODE OF FAIR CAMPAIGN PRACTICES

Sections:

- 1.36.010 Findings.
- 1.36.020 Purpose.
- 1.36.030 Application
- 1.36.040 Qualification for compliance.

1.36.010 Findings.

The city council finds as follows:

A. There are basic principles of honesty, fairness, responsibility and respect to which every candidate for public office and every Political Action Committee supporting or opposing such candidates should adhere in order to be worthy of the public office that that candidate seeks.

B. Campaign communications should present only information that is fair, relevant and truthful to the voters for their consideration.

C. Candidates and Political Action Committees that who fall short of adhering to such principles alienate the public from the electoral process and erode the public's trust and confidence in the offices that those candidates seek.

D. Electoral campaigns are subject to unacceptable levels of negativism, attack advertising and other practices that demean representative democracy and undermine elected officials' ability to serve in the public interest.

E. Negative, attack-oriented campaigns are a major factor in the growing cynicism, alienation and nonparticipation among American voters, striking at the heart of the American system of government.

F. Candidates and Political Action Committees have a responsibility to conduct civil, issue-oriented debates with fellow candidates and provide opponents with a meaningful opportunity to respond to any claims concerning their positions or qualifications to hold office.

G. Candidates for public office and Political Action Committees should have the ability to conduct clean and ethical campaigns. (Ord. 07-01 § 1).

1.36.020 Purpose.

The city council enacts this chapter to accomplish the following purposes:

A. To promote the principles of honesty, fairness, responsibility and respect in campaigning for public office.

B. To promote campaign communications to the public that are fair, relevant and truthful.

C. To induce candidates and Political Action Committees to adhere to principles which enhance the electoral process and build the public's trust and confidence.

D. To eliminate unacceptable levels of negativism, attack advertising and other practices that demean representative democracy and undermine an elected official's ability to serve the public interest.

E. To promote responsible civil conduct and issue-oriented debates.

F. To promote candidates for public office and Political Action Committees to conduct clean and ethical campaigns. (Ord. 07-01 § 1).

1.36.030 Application

This chapter shall apply to all election campaigns including campaigns for Mayor and City Council, citizen initiatives, referenda, recalls and all other City ballot measures. Candidates for Mayor and City Council as well as Political Action Committees may participate in and elect to adhere to the Voluntary Code of Fair Campaign Practices.

For purposes of this chapter, "Political Action Committee" shall mean any political committee organized for the purpose of raising and spending money to elect and defeat candidates, legislation, or ballot measures and initiatives. Political Action Committees shall include independent expenditure committees, primarily formed recipient committees, and general purpose recipient committees. Political Action Committees shall not include controlled committees.

1.36.040 Qualification for compliance - Candidates.

A candidate (or controlled committees of such candidates running for office or a committee formed for the purpose of a recall) qualifies as a participating candidate for an election campaign period if the following requirements are met:

A. The candidate voluntarily endorses, subscribes to, and solemnly pledges to conduct his or her campaign in accordance with the current version of the Benicia Code of Fair Campaign Practices.

B. The candidate will immediately and publicly repudiate those who take actions that either help a candidate's candidacy or hurt an opponent's candidacy, which are inconsistent with the Benicia Code of Fair Campaign Practices.

C. At the time an individual files his or her declaration of candidacy, nomination papers, or any other paper evidencing an intention to be a candidate for public office, the elections official shall give the individual a blank form of the Benicia Code of Fair Campaign Practices and a copy of this chapter. The elections official shall inform each candidate for public office that subscription to the code is voluntary.

D. If the candidate agrees to voluntarily endorse, subscribe to, and solemnly pledge to conduct their campaign in accordance with the current version of the Benicia Code of Fair Campaign Practices:

1. The cost for setup and printing of each candidate's statement will be borne by the city; and
2. The cost of printing the statement of qualifications in English and inspection costs to determine the accuracy and legal form of the nomination papers shall be borne by the city.

E. Candidates for public office who do not voluntarily endorse, subscribe to, and solemnly pledge to conduct their campaign in accordance with the current version of the Benicia Code of Fair Campaign Practices will be responsible for any and all cost for the setup and printing of each candidate's statement and the printing of the statement of qualifications in English and inspection costs to determine the accuracy and legal form of the nomination papers. (Ord. 07-01 § 1).

1.36.050 Qualification for compliance – Political Action Committees.

A Political Action Committee qualifies as a participating Political Action Committee for an election campaign period if the following requirements are met:

A. The Political Action Committee voluntarily endorses, subscribes to, and solemnly pledges to support and/or oppose campaigns in accordance with the current version of the Benicia Code of Fair Campaign Practices.

B. If a Political Action Committee agrees to voluntarily endorse, subscribe to, and solemnly pledges to support and/or oppose campaigns in accordance with the current version of the Benicia Code of Fair Campaign Practices, the City shall post on its website a statement that said Political Action Committee has voluntarily subscribed to the Benicia Code of Fair Campaign Practices

Chapter 1.40

DISCLOSURE OF CONTRIBUTIONS AND EXPENDITURES IN CANDIDATE AND BALLOT MEASURE ELECTIONS

Sections:

- 1.40.010 Purpose.
- 1.40.020 Definitions.
- 1.40.030 Application
- 1.40.040 Additional campaign statements.
- 1.40.050 Supplemental independent expenditure reports in candidate elections.
- 1.40.060 Independent expenditure in 45 days preceding election.
- 1.40.070 Disclaimer requirements for campaign communications funded by independent expenditures.
- 1.40.080 Access to records.
- 1.40.090 Ballot measure finance disclosure.
- 1.40.100 Contributor occupation and employer.
- 1.40.110 Campaign literature – Filing with city clerk.
- 1.40.120 Recordkeeping.
- 1.40.130 Disclaimers on campaign communications.
- 1.40.140 Persuasive Polls
- 1.40.150 Duties of city clerk and city attorney.
- 1.40.160 Enforcement.
- 1.40.170 Verification.
- 1.40.180 Injunction.

1.40.010 Purpose.

This chapter is intended to supplement the Political Reform Act of 1974. (Ord. 09-08 § 1; Ord. 07-18 § 1).

1.40.020 Definitions.

The definitions set forth in the Political Reform Act of 1974 as amended (Government Code Sections 82000 through 82055) shall govern the interpretation of this chapter, unless otherwise specified herein. (Ord. 09-08 § 1; Ord. 07-18 § 1).

“Political Action Committee” shall mean any political committee organized for the purpose of raising and spending money to elect and defeat candidates, legislation, or ballot measures and initiatives. Political Action Committees shall include independent expenditure committees, primarily formed recipient committees, and general purpose recipient committees. Political Action Committees shall not include controlled committees.

1.40.030 Application

This chapter shall apply to all election campaigns including campaigns for Mayor and City Council, citizen initiatives, referenda, recalls and all other City ballot measures.

1.40.040 Additional campaign statements.

A. In addition to the campaign statements required to be filed pursuant to the Political Reform Act, commencing with Government Code Section 8100, as amended, candidates for mayor and city council, their controlled committees and committees primarily formed to support or oppose these candidates shall

file an additional pre-election statement by 4:30 p.m. on the Wednesday immediately preceding the election. This statement shall have a closing date of the prior Sunday and shall cover activity and payments occurring from the closing date of the last report filed by the candidate or committee through and including that Sunday.

B. In addition to the campaign statements required to be filed pursuant to the Political Reform Act, commencing with Government Code Section 8100, as amended, candidates for mayor and city council, their controlled committees and committees primarily formed to support or oppose these candidates shall file a post-election statement by 4:30 p.m. on the Friday immediately following the election. This statement shall include all activity and payments occurring from the closing date of the last report filed by the candidate or committee through and including Election Day. (Ord. 09-08 § 1; Ord. 07-18 § 1).

1.40.050 Supplemental independent expenditure reports in candidate elections.

Any person or committee making independent expenditures totalling \$1,000 or more in a calendar year, supporting or opposing a candidate for mayor or city council, regardless of where or when it files its campaign reports under the Political Reform Act, the Federal Election Campaign Act, or any similar law, shall file a California Supplemental Independent Expenditure Report (Form 465) with the city clerk at the same time as the mayoral and city council candidates, covering the same period and disclosing the information required by that statement. (Ord. 09-08 § 1; Ord. 07-18 § 1).

1.40.060 Independent expenditures in 45 days preceding election.

A. Disclosure of Expenditures. Any person, including any committee, that makes or incurs independent expenditures of \$1,000 or more in support of or in opposition to any city measure or candidate for mayor or city council, in the 45 days before an election in which the measure or candidate appears on the ballot, shall notify the city clerk within 24 hours by personal delivery, fax or email each time one or more expenditures which meet this threshold are made.

B. Contents of Notice.

1. The notice shall specify:

- a. Each candidate or measure supported or opposed by the expenditure;
- b. The amount spent to support or oppose each candidate or measure;
- c. Whether the candidate or measure was supported or opposed;
- d. The date and amount of each expenditure;
- e. A description of the type of communication for which the expenditure was made;
- f. The name and address of the person making the expenditure; and
- g. The name and address of the payee.

2. The notice shall include a statement that the expenditure was not made at the behest of any candidate or ballot measure proponent who benefited from the expenditure.

3. The notice shall be signed under penalty of perjury by both a responsible officer and the treasurer of the committee making the expenditure.

C. Notification to Candidates of Expenditures. The city clerk will notify all candidates by fax or e-mail in the affected race within one business day after receiving the notice of independent expenditures of \$1,000

or more. The notification will indicate the candidate who was supported or opposed by the expenditure and include a copy of the communication provided by the person or group making the expenditure.

D. Exemption for Regularly Published Newsletters. For purposes of the notification required by subsection (A) of this section, payments by an organization for its regularly published newsletter or periodical, if the circulation is limited to the organization's members, employees, shareholders, other affiliated individuals and those who request or purchase the publication, shall not be required to be reported. (Ord. 09-08 § 1).

1.40.070 Disclaimer requirements for campaign communications funded by independent expenditures.

A. Campaign communications funded by an independent expenditure supporting or opposing city candidates or city measures shall include the phrase "Not authorized by a candidate," and shall also include the name of any contributor of \$2,500 or more made in the past six months to a committee funding the independent expenditure, in the phrase "Major Funding Provided By [Name of Contributor(s)]." Expenditures of \$2,500 or more that are earmarked for any other candidate or ballot measure outside of the city of Benicia need not be disclosed.

B. The disclosures required by this section shall be presented in a clear and conspicuous manner to give the reader, observer or listener adequate notice, as specified below:

1. For printed campaign communications that measure no more than 24 inches by 36 inches, all disclosure statements required by this section shall be printed using a typeface that is easily legible to an average reader or viewer, but is not less than 10-point type in contrasting color to the background on which it appears. For printed campaign communications larger than this size in area, all disclosure statements shall constitute at least five percent of the height of the material and shall be printed in contrasting color.

2. For video broadcasts including television, satellite and cable campaign communications, the information shall be both written and spoken either at the beginning or at the end of the communication, except that if the disclosure statement is written for at least five seconds of a broadcast of 30 seconds or less or 10 seconds of a 60-second broadcast, a spoken disclosure statement is not required. The written disclosure statement shall be of sufficient size to be readily legible to an average viewer and air for not less than four seconds.

3. For audio, telephone call or radio advertisement campaign communications, the disclosures shall be spoken in a clearly audible manner at the same speed and volume as the rest of the telephone call or radio advertisement at the beginning or end of the communication and shall last at least three seconds.

C. For purposes of this section, "campaign communication" means any of the following items:

1. More than 200 substantially similar pieces of campaign literature distributed within a calendar month, including but not limited to mailers, flyers, faxes, pamphlets, door hangers, e-mails, campaign buttons 10 inches in diameter or larger, and bumper stickers 60 square inches or larger;
2. Posters, yard or street signs, billboards, supergraphic signs and similar items;
3. Television, cable, satellite and radio broadcasts;
4. Newspaper, magazine, Internet website banners and similar advertisements;

5. Two hundred or more substantially similar live or recorded telephone calls made within a calendar month.

D. For purposes of this section, “campaign communication” does not include: small promotional items such as pens, pencils, clothing, mugs, potholders, skywriting or other items on which the statement required by this section cannot be reasonably printed or displayed in an easily legible typeface; communications paid for by a newspaper, radio station, television station or other recognized news medium; and communications from an organization to its members other than a communication from a political party to its members.

E. The disclaimer on campaign communications must be updated when a new person qualifies as a disclosable contributor or when the committee's name changes. Broadcast advertisement disclosures must be amended within five calendar days after a new person qualifies as a disclosable contributor or a committee's name changes.

A committee shall be deemed to have complied with this section if the amended advertisement is mailed, containing a request that the advertisement immediately be replaced, to all affected broadcast stations by overnight mail no later than the fifth day. For printed campaign communications and other material, disclosure information must be amended to reflect accurate disclosure information every time an order to reproduce the communication is placed. (Ord. 09-08 § 1).

1.40.080 Disclosures on Campaign Advertisements

A. Subject to any additional requirements and exceptions set forth in this chapter, and limited to advertisements concerning City candidates and City measures, the campaign advertising disclosure rules included in the Political Reform Act of 1974, as amended, including but not limited to California Government Code sections 84305 through 84511, and the regulations of the California Fair Political Practices Commission, as amended, are adopted by reference and incorporated into the Benicia Municipal Code as if fully set forth herein.

B. When a Political Action Committee is required to make a “paid for by” advertising disclosure under state law, the Political Action Committee shall also include a disclosure statement identifying its top three (3) contributors in the following manner:

1. The disclosure statement shall include the text “top contributors” immediately followed by the names of the top three contributors to the Political Action Committee. For purposes of this section “top contributors” means the persons or committees from whom a Political Action Committee has received its three highest cumulative contributions, regardless of contribution amount.

2. The disclosure statement shall be made on campaign literature, visual electronic media communications, and newspaper and periodical advertisements immediately below and in the same font size and format as the “paid for by” disclosure.

1.40.085 Access to records.

All campaign reports required to be filed by any candidate or committee with the city clerk shall be scanned and stored in .pdf format. The reports shall be posted on the city's website no later than two working days after filing. (Ord. 09-08 § 1; Ord. 07-18 § 1).

1.40.090 Ballot measure finance disclosure.

Unless otherwise indicated, if a recall, referendum or initiative petition impacting city elected officials or city law is filed, the proponent shall be subject to the same provisions of this chapter as are applicable to candidates for elective city office, and any committee supporting or opposing the measure shall be subject

to the same disclosure provisions as are applicable to committees making contributions or expenditures in connection with city candidate elections. (Ord. 09-08 § 1).

1.40.100 Contributor occupation and employer.

No contribution shall be deposited into a campaign checking account of a candidate for mayor or city council unless the name, address, occupation and employer of the contributor are on file in the records of the recipient of the contribution. (Ord. 09-08 § 1).

1.40.110 Campaign literature – Filing with city clerk.

An independent expenditure committee that makes an expenditure for 200 or more recorded telephone calls or any other forms of electronic or facsimile transmission of substantially similar content, or that makes an expenditure of \$1,000 or more for a radio or television advertisement, or that mails or otherwise distributes more than 200 substantially similar pieces of campaign literature in support of or opposition to any candidate for mayor or city council, shall give a copy of the literature or script used for each communication to the city clerk within 24 hours of the first time the mailings, calls, transmissions, or advertisements are made or aired. (Ord. 09-08 § 1).

1.40.120 Recordkeeping.

Candidates for mayor and city council, and committee treasurers, shall maintain such detailed accounts, records, invoices and receipts as are necessary to prepare campaign statements and to comply with the Political Reform Act, the regulations of the Fair Political Practices Commission and this chapter. (Ord. 09-08 § 1).

1.40.130 Disclaimers on campaign communications.

Any committee who mails or otherwise distributes more than 200 substantially similar pieces of campaign literature shall print, display or incorporate the following words anywhere within the communication: “Paid for by” immediately followed by the name, address and city of that committee. If the sender of a mass mailing is a controlled committee, the name of the person controlling the committee shall also be included. If an acronym is used to specify a committee name, the full name of any sponsoring organization of the committee shall be included in the campaign communication disclaimer required by this section. (Ord. 09-08 § 1).

1.40.140 Persuasive Polls

A. For purposes of this section, the following terms shall have the following meanings:

1. “Persuasive Poll” shall mean any survey or series of surveys made by telephone, mail, text, e-mail or other electronic means, that refer to a clearly identified candidate for City elective office and for which two of the following three criteria are true:

- a. The survey includes an untrue statement about a candidate for City elective office,
- b. The person(s) conducting or responsible for the survey do not collect or tabulate survey results for all of the surveys,
- c. The survey is designed or intentionally conducted in a manner calculated to influence the vote of the respondent.

Persuasive polls are expenditures as that term is used in the Political Reform Act of 1974 (the “Act”) and therefore subject to all disclosure requirements, including but not limited to political advertisement

disclosure requirements, established by the Act. A scientific poll is not a persuasive poll regardless of whether the poll meets the standards of subsections (a)-(c) of this subsection.

2. "Scientific Poll" shall mean any survey or series of surveys made by telephone, mail, text, e-mail or other electronic means, targeted at a random sampling of the population in order to obtain statistical data on opinions regarding a candidate(s) for City elective office.

B. Disclosure Statement Required.

1. Any person who authorizes, administers or makes payment for a persuasive poll shall, within 24 hours after initiation of said persuasive poll, file a disclosure statement with the City Clerk of the City of Benicia which statement shall include the following information:

- a. The dates during which the persuasive poll was conducted,
- b. The complete script used in conducting the persuasive poll, including every question asked in the survey and every statement made to respondents in the survey.
- c. Verification, under penalty of perjury, as to the accuracy and completeness of the information provided in the disclosure statement.

2. A person authorizing, administering or making payment for a persuasive poll is not required to file a disclosure statement under this section if the person is aware that another person authorizing, administering or making payment for the same persuasive poll has filed a disclosure statement for the persuasive poll as required by this section.

C. Determination of Persuasive Poll.

1. If, pursuant to a complaint or notification by any person, the City Attorney becomes aware that a persuasive poll has been made, and a disclosure statement has not been filed pursuant to subsection (B) of this section, the City Attorney may recommend that an independent hearing officer, who is neither an employee nor official of the City, conduct a hearing to determine whether a persuasive poll has been made and a disclosure statement need be filed.

2. In making its determination as to whether a persuasive poll has been made and a disclosure statement need be filed, the hearing officer shall make findings, based on evidence presented to it, which findings establish whether or not a poll amounts to a persuasive poll as that term is defined in subsection (A) of this section. Notwithstanding Chapter 1.44, the determination of the hearing officer shall be final and not subject to appeal.

1.40.150 Duties of city clerk and city attorney.

The city clerk shall administer the provisions of this section. In addition to other duties required under this chapter, the clerk shall:

A. Report apparent violations of this section and applicable state law to the city attorney.

B. Conduct audits of reports and statements filed by candidates and committees supporting or opposing candidates for mayor and city council, as well as proponents and committees supporting or opposing city ballot measures. The city clerk may employ or contract with auditors when necessary to audit reports filed under this chapter.

C. The city attorney and city clerk may subpoena witnesses, compel their attendance and testimony, administer oaths and affirmations, take evidence and require by subpoena the production of any books, papers, records or other items necessary to the audit and investigation of candidates and committees. (Ord. 09-08 § 1).

1.40.160 Enforcement.

A. Criminal Enforcement. Any person who knowingly or willfully violates any provisions of this chapter is guilty of a misdemeanor. Any person who causes any other person to violate any provision of this chapter, or who aids and abets any other person in the violation of any provision of this chapter, shall be liable under the provisions of this section. Prosecution for violation of any provision of this chapter must be commenced within two years after the date on which the violation occurred.

B. Civil Enforcement.

1. Any person who intentionally or negligently violates any provision of this chapter shall be liable in a civil action brought by the city attorney. Where no specific civil penalty is provided, a person may be liable for an amount up to \$2,000 for each violation.

2. Any person who intentionally or negligently makes or receives a contribution, or makes an expenditure, in violation of any provision of this chapter shall be liable in a civil action brought by the city attorney for an amount up to three times the amount of the unlawful contribution or expenditure.

3. If two or more persons are responsible for any violation, they shall be jointly and severally liable.

4. In determining the amount of liability under this subsection, the court may take into account any mitigating factors and any aggravating factors.

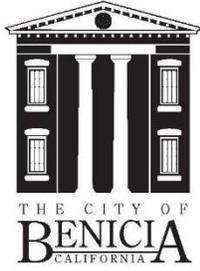
5. No civil action alleging a violation of this chapter shall commence more than two years after the date of the election for which the funds at issue were contributed or expended. (Ord. 09-08 § 1).

1.40.170 Verification.

All notices, reports and statements filed under this chapter shall be signed and verified by the filer under penalty of perjury. The person signing shall read, know and understand the contents of all such documents. (Ord. 09-08 § 1).

1.40.180 Injunction.

The city attorney on behalf of the people of the city of Benicia may sue for injunctive relief to enjoin violations or threatened violations or to compel compliance with the provisions of this chapter. (Ord. 09-08 § 1)



**AGENDA ITEM
CITY COUNCIL MEETING DATE – APRIL 7, 2020
BUSINESS ITEMS**

TO: City Council

FROM: City Manager

SUBJECT: UPDATE ON CITY OF BENICIA’S RESPONSES AND ACTIONS TO THE LOCAL EMERGENCY DUE TO COVID 19 AND A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA IMPOSING CERTAIN RULES AND REGULATIONS DETERMINED AS NECESSARY TO SAFEGUARD LIFE AND PROPERTY

EXECUTIVE SUMMARY:

Pursuant to Government Code section 8634, during a local emergency, a city may promulgate orders and regulations necessary to provide for the protection of life and property. Over the past three weeks, the City has undertaken numerous measures in response to the local emergency stemming from COVID-19. This report includes a summary update for the Council and the community of key information and actions taken to date. Additionally, the City Manager, acting in her dual role as the Director of Emergency Services has recommended, and the City Attorney’s office has reviewed, further rules and regulations which rules would safeguard life and property during the state of emergency. These rules are regulations are proposed in the attached Resolution and include: (1) Suspension of deadlines for responding to California Public Records Act (CPRA) requests imposed by the Benicia Municipal Code Chapter 4.12; (2) suspension of all service disconnections and late charges for nonpayment of service fees for both residential and commercial water and sewer customers; and (3) suspension of Transient Occupancy Tax remittance requirements.

RECOMMENDATION:

Move to adopt the proposed resolution of the City Council of the City of Benicia implementing various rules and regulations in order to protect the health and safety of the City of Benicia and community at large.

BUDGET INFORMATION:

Adopting this resolution would result in a minor impact on the budget due to the temporary suspension of the collection and remittance of the Transient Occupancy Tax, delinquent water account charges, and delinquent sewer account charges. It is unknown the exact fiscal impact, but this impact has been measured against the financial impacts on citizens due to the global pandemic.

BACKGROUND:

Less than 4 weeks ago, the City's focus shifted abruptly from "business as usual" to COVID-19 emergency response. On March 11, 2020, City programs began to be cancelled and facilities began to be closed in response to concerns related to social gatherings. On Thursday, March 12, the Executive Management Team established a "virtual Emergency Operations Center" and began meeting each morning by phone at 9:00 a.m.

On March 15, 2020, the City Manager of the City of Benicia declared the existence of a local emergency due to COVID-19. That declaration was ratified by resolution of the City Council on March 19, 2020.

City Programs and Facilities Closed to the Public

On March 17, 2020, all City buildings and facilities were closed to the public, including the Benicia Community Center and the Benicia Public Library. The City Council ratified the proclamation of local emergency on March 19, 2020, that had been declared earlier that week by the City Manager. Since then, many other actions have been taken and a few are highlighted below:

- The City work force located at City facilities has been reduced. Some City employees are at home, some are telecommuting from home where possible and appropriate, and others remain on site performing essential services with social distancing provisions in place;
- Board and commission meetings have been cancelled and future meetings will be limited to those considered essential to City business;
- Several City Council meetings were also cancelled, including the one scheduled for March 17, 2020, and the teambuilding/goal setting workshop that had been scheduled for March 27/28;
- On Tuesday, March 31, the City closure date was extended through May 1.

City Support to those in Need

Recognizing that vulnerable members of our community would need assistance, staff immediately reached out to many support organizations to determine available services and possible needs; highlights follow:

- Meals on Wheels typically delivers meals to seniors at the Senior Center; with it closed, that organization switched to delivering meals to homes;
- The Community Action Council continued to prepare and deliver meals as well;
- The City added staff hours and funding to the Police Department's Family Resource Center activities in order to expand its scope of service and broaden the potential population eligible to receive assistance;
- Staff also contacted senior housing locations such as Casa de Vilarrasa and Rancho Benicia to determine the status of their residents and whether any additional help was needed;
- Contacted the Contra Costa & Solano Food Bank to explore options for a food service program in Benicia.

Community Service Connection

A special Community Service phone line has been established to answer questions and provide assistance by calling 707-746-4285 or emailing pcs@ci.benicia.ca.us, where staff are available to respond Monday through Friday, 8:30 am – 5:00 p.m.

Financial Assistance

The City also began taking steps to reduce immediate financial impacts on businesses and residents, including the following:

- Announced a moratorium on water shutoffs and late fees on water/sewer bills until June 15;
- Extended the deadline to pay business license tax and transient occupancy tax (hotel tax) until June 15.

The recommendation before the City Council tonight is to approve an emergency ordinance to enact these provisions. Later on tonight's agenda is a request to establish a moratorium on residential and commercial evictions and the State has announced similar flexibility for those with mortgages held by most financial institutions.

Small Business Administration and Solano County's Small Business Development Center are ramping up their resources for the business community in terms of loans, advice and other services, and more information is available on our website at <https://www.beniciabusiness.com/covid-19>.

Negative Impacts on City Revenues

The economic slowdown that has resulted from the shelter-at-home order and social distancing requirements will adversely affect the City's revenues. Retail and restaurant activities are significantly reduced and that will translate to lower sales tax revenues. Traveling and all hospitality activity are also down so gas tax and hotel tax will be lower. City programs and services are severely reduced so department revenues will be lower. Depending on the severity and duration of the impacts, the City's property tax base could also be reduced.

City staff has started work on a financial forecast update and are reviewing our revenue circumstances during the Great Recession. When ready, staff will present the information to the City Council with attention to our ability to continue to provide City services such as police, fire, water, wastewater, etc.

Proposed Resolution Implementing Additional Rules and Regulations to Safeguard Life and Property

Pursuant to Government Code section 8634, during a local emergency, a city may promulgate orders and regulations necessary to provide for the protection of life and property. The City Manager, acting in her dual role as the Director of Emergency Services, has recommended, and

the City Attorney’s office has reviewed, certain rules and regulations which would safeguard life and property during the state of emergency.

The proposed rules and regulations in response to the impacts from COVID-19 pandemic are measures intended to support the fight against the spread of the virus by supporting the March 18, 2020 Solano County Health Officer’s shelter at home order and the March 19, 2020 State of California Executive Order N-33-20 imposing a statewide mandate that Californians stay at home or in their place of residence.

The proposed resolution will lessen the impacts on individuals and businesses who are, or may, suffer financial impact as a result of the pandemic and in doing so will better protect the health and safety of the City of Benicia and the community at large.

Specifically, during the existence of the Emergency, the resolution:

- Suspends deadlines for responding to California Public Records Act (CPRA) requests imposed by the Benicia Municipal Code Chapter 4.12. City staff will continue to timely issue responses to CPRA requests pursuant to section 6253 of the California Government Code, but this measure would allow City staff sufficient time to gather and locate records for which access is impeded due to shelter orders.
- Suspends all service disconnections and late charges for nonpayment of service fees for both residential and commercial water and sewer customers. Within sixty (60) days of termination of the local emergency, all persons owing service fees not paid during the state of emergency must remit and pay said fees in full.
- Suspends requirements for remittance of Transient Occupancy Tax (TOT) imposed by section 3.24.080 and suspends any penalties and interest for remittance failure imposed by section 3.24.110 of the Benicia Municipal Code. Within sixty (60) days of termination of the local emergency, all persons owing Transient Occupancy Tax not paid during the state of emergency must remit and pay said Tax in full. Due to existing shelter orders, the City does not anticipate significant TOT revenue during the state of emergency. Any such revenue would be delayed rather than forgiven entirely, pursuant to this resolution.

NEXT STEPS:

If the proposed resolution is adopted, it shall remain in effect until the termination of the declared state of emergency or until such time as it is terminated by the Director of Emergency Services or the City Council of the City of Benicia.

ALTERNATIVE ACTIONS:

Direct City Attorney to make certain changes and/or amendments to the resolution.

General Plan	Goal 4.1: Make community health and safety a high priority for Benicia.
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Priority Based Budgeting	<p style="text-align: center;">Strategic City Result Impacted by this Agenda Item</p> <p>The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services.</p>
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	<p>Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input type="checkbox"/> Preserve & Enhance Infrastructure <input type="checkbox"/> Strengthen Economic & Fiscal Conditions <input type="checkbox"/> Protect & Enhance the Environment <input type="checkbox"/> High Performing Government <p>City Programs Impacted by This Agenda Item (Top 3):</p> <ol style="list-style-type: none"> 1. Community Emergency Notification 2. Emergency Operation System Management and Emergency Preparedness 3. Community Engagement and Public Relations – City Manager’s Office <p>Priority Based Budgeting (PBB) Website: Coming soon in Spring 2020 will be a link to the City of Benicia’s PBB website to learn more about these programs and their costs.</p>
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<p>CEQA Analysis</p>	<p>Pursuant to Title 14, the California Code of Regulations, Section 15378(b)(5) of the California Environmental Quality Act (“CEQA”) guidelines, the proposed action is an administrative activity of the City that will not result in direct or indirect physical changes to the environment.</p>
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ATTACHMENT:

1. Resolution – Rules and Regulations Necessary to Safeguard Life and Property

For more information contact: Benjamin Stock, City Attorney

Phone: 415-755-2600

E-mail: bstock@ci.benicia.ca.us

RESOLUTION NO 20-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA IMPOSING CERTAIN RULES AND REGULATIONS DETERMINED AS NECESSARY TO SAFEGUARD LIFE AND PROPERTY

WHEREAS, California Government Code Section 8630 empowers the City Council to Proclaim the existence or threatened existence of a Local Emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8634 empowers the City to promulgate orders and regulations to provide for the protection of life and property; and

WHEREAS, pursuant to Benicia Municipal Code 2.36.050(A)(1), the Director of Emergency Services has Declared the existence of a Local Emergency due to the spread of the virus COVID-19, which such Local Emergency has been ratified by resolution by the City Council of the City of Benicia on March 19, 2020; and

WHEREAS, the City Council does hereby find that conditions of extreme peril and a crippling disaster which severely impairs the safety of persons or property have arisen with the City caused by the virus COVID-19 and its rapid transmission as reported by various local, state and national health organizations; and

WHEREAS, the aforesaid conditions of extreme peril warranted and necessitated the proclamation of the existence of a Local Emergency; and

WHEREAS, on March 18, 2020, the Solano County Health Officer issued a shelter at home order to all non-essential activities, limiting individuals' ability to leave their homes; and

WHEREAS, on March 19, 2020, the Governor of the State of California issued Executive Order N-33-20 imposing a statewide mandate that Californians stay at home or in their place of residence; and

WHEREAS, pursuant to the County Health Officer's order and the Governor's Executive Order, on March 15, 2020 the Director of Emergency Services directed that the City of Benicia close multiple city facilities to minimize the spread of the virus COVID-19, including City Hall as part of its effort to quell the spread of the virus; and

WHEREAS, under authority contained in Sections 8610 and 8634 of the Government Code and Benicia Municipal Code Section 2.26.050(A)(6)(a), the City Manager is empowered, as the Director of Emergency Services, to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by the emergency; however, such rules and regulations must be confirmed by the City Council at the earliest practicable time; and

WHEREAS, on March 17, 2020 the City Manager, acting in her dual role as the Director of Emergency Services, directed that the City shall not implement any service disconnections or late fees for non-payment by residential and commercial water and sewer customers due to the COVID-19 pandemic; and

WHEREAS, the City has multiple pending public records act requests, and new requests are still being made during the Local Emergency; and

WHEREAS, reduced staffing levels impede the City's ability to timely respond to such public records requests, as required by the Benicia Municipal Code (Chapter 4.12) and the California Public Records Act (Government Codes § 6254 *et seq.*). And further, the extensions of time to respond to such requests authorized by the municipal code provide an inadequate amount of time to allow for staffing levels to return to normal in order to meet legal local requirements; and

WHEREAS, returning staff levels to what would be necessary to timely respond to such requests during the Local Emergency would run counter to orders to protect life and property during the emergency and may risk further spread of the virus, and as such, timely responding to such requests is not deemed an Essential Activity; and

WHEREAS, disruptions caused by the virus COVID-19 may create financial impacts that impair an individual's ability to timely make payments for water and sewer services provided by the City of Benicia. Financial impact means a substantial loss of household income due to business closure, loss of compensable hours of work or wages, layoffs, or extraordinary out-of-pocket medical expenses. As such, the imposition of charges for delinquent charges during the emergency may exacerbate the harm caused by the emergency; and

WHEREAS, the shelter in place orders have severely impacted the hospitality industry as people are ordered to shelter at home. As such, the remittance Transient Occupancy Tax may create additional financial impacts on such businesses, which impacts could result in persons seeking or engaging in alternative work and/or activities which are deemed non-essential services and thereby exacerbating the grave threat to public health and safety; and

WHEREAS, under conditions of the disaster, it is deemed necessary to impose certain rules and regulations in the interest of public safety; and

NOW THEREFORE, IT IS HEREBY RESOLVED by City Council of the City of Benicia that during the existence of this Local Emergency within the City of Benicia:

SECTION 1. Public Records Act Requests. The City of Benicia hereby suspends deadlines for responding to California Public Records Act requests imposed by the Benicia Municipal Code Chapter 4.12. The City continues its commitment to governmental transparency and will endeavor to timely respond to Public Records Act requests.

SECTION 2. Delinquent water and sewer accounts. The City of Benicia hereby suspends all service disconnections and late charges for nonpayment of service fees for both residential and

commercial water and sewer customers. Within sixty (60) days of termination of the local emergency, all persons owing service fees not paid during the state of emergency, shall remit and pay said fees in full to the City of Benicia.

SECTION 3. Transient Occupancy Tax. The City of Benicia hereby suspends requirements for remittance of Transient Occupancy Tax imposed by section 3.24.080 of Chapter 3.24 of the Benicia Municipal Code. The City further suspends any penalties and interest for remittance failure imposed by section 3.24.110 of Chapter 3.24 of the Benicia Municipal Code. Within sixty (60) days of termination of the local emergency, all persons owing Transient Occupancy Tax not paid during the state of emergency shall remit and pay said Tax in full to the City of Benicia.

BE IT FURTHER RESOLVED that this Resolution shall remain in effect until the termination of the declared state of emergency or until such time as it is terminated by the Director of Emergency Services or the City Council of the City of Benicia.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 7th day of April, 2020 by the following vote:

Ayes:

Noes:

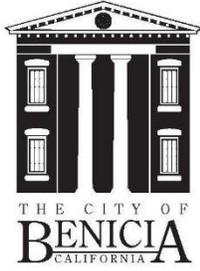
Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



**AGENDA ITEM
CITY COUNCIL MEETING DATE – APRIL 7, 2020
BUSINESS ITEMS**

TO: City Council

FROM: City Attorney

SUBJECT: **URGENCY ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON RESIDENTIAL AND TENANT EVICTIONS DURING STATE OF EMERGENCY DUE TO COVID-19**

EXECUTIVE SUMMARY:

The proposed urgency ordinance would impose a temporary moratorium on residential and tenant evictions during the current state of emergency which has been declared in response to COVID-19. The City's authority to impose such a moratorium stems from the Governor's Executive Order N-28-20 which was issued on March 16, 2020.

RECOMMENDATION:

Move to adopt the Urgency Ordinance (Attachment 1) of the City Council of the City of Benicia imposing a temporary moratorium on residential and commercial evictions in the City.

BACKGROUND:

On March 16, 2020, the Governor of the State of California issued an executive order authorizing local government agencies to impose limitations on evictions for persons and business impacted by COVID-19. The Governor's Executive Order N-28-20 provides that through May 31, 2020 (unless extended): (1) cities may prohibit such evictions in order to advance public health, safety, and welfare (e.g., by reducing homelessness and increased vulnerability to COVID-19), and (2) tenants are not relieved of the obligations to pay rent, among other provisions.

Consistent with that executive order, and the City's police power, on March 22, 2020, the City Manager, who serves as the Director of Emergency Services, signed an order imposing a temporary moratorium on residential and commercial evictions during the declared state of emergency due to COVID-19 (See Attachment 2). Staff recommends that the City Council ratify the City Manager's order by adopting the attached proposed urgency ordinance. As an urgency ordinance, a four-fifths vote of the City Council is required for passage.

The proposed temporary moratorium on evictions for non-payment of rent by residential and commercial tenants impacted by the COVID-19 pandemic is intended to avoid unnecessary housing displacement, to protect the City's affordable housing stock, and to prevent housed individuals from falling into homelessness. Specifically, the urgency ordinance:

- Temporarily bans evictions of residential and commercial tenants for nonpayment of rent if the tenant demonstrates that the inability to pay rent is caused by impacts of COVID-19.
- Gives tenants an affirmative defense and the right to initiate an injunction if they are evicted for failing to pay rent because of COVID-19.
- Provides that tenants must repay rent within 60 days after the emergency ends.
- Provides that tenants must provide written documentation that they are unable to pay rent because of COVID-19.

Following the Governor’s issuance of Executive Order N-28-20, on March 27, 2020, the Governor issued another Executive Order addressing evictions. The new order, N-37-20, did two things in order to temporarily suspend evictions: (1) it extended the time for a residential tenant to respond to an eviction lawsuit by 60 days (usually it is 5 court days) if the tenant demonstrates loss of income due to COVID-19, (2) it suspends execution of writs of possession by a sheriff by 60 days if the tenant demonstrates loss of income due to COVID-19. Although N-37-20 states that it supersedes N-28-20, it only supersedes it to the extent there are conflicts. The City’s order is based on the authorities conferred by N-28-20 and does not regulate matters covered by N-37-20.

BUDGET INFORMATION:

There are no financial or budgetary impacts associated with the adoption of this ordinance.

NEXT STEPS:

If adopted, the urgency ordinance will become effective immediately.

ALTERNATIVE ACTIONS:

Direct City Attorney to make certain changes and/or amendments to the ordinance.

General Plan	Goal 4.1: Make community health and safety a high priority for Benicia.
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	<p>The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input type="checkbox"/> Preserve & Enhance Infrastructure <input type="checkbox"/> Strengthen Economic & Fiscal Conditions <input type="checkbox"/> Protect & Enhance the Environment <input type="checkbox"/> High Performing Government
	City Programs Impacted by This Agenda Item (Top 3):

	<ol style="list-style-type: none"> 1. Community Emergency Notification 2. Emergency Operation System Management and Emergency Preparedness 3. Community Engagement and Public Relations – City Manager’s Office <p style="text-align: center;">Priority Based Budgeting (PBB) Website:</p> <p>Coming soon in Spring 2020 will be a link to the City of Benicia’s PBB website to learn more about these programs and their costs.</p>
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CEQA Analysis	<p>Pursuant to Title 14, the California Code of Regulations, Section 15378(b)(5) of the California Environmental Quality Act (“CEQA”) guidelines, the proposed action is an administrative activity of the City that will not result in direct or indirect physical changes to the environment.</p>
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ATTACHMENTS:

1. Urgency Ordinance – Temporary Eviction Moratorium
2. Emergency Eviction Moratorium Order

*For more information contact: Benjamin Stock, City Attorney
Phone: 415-755-2600
E-mail: bstock@ci.benicia.ca.us*

CITY OF BENICIA

ORDINANCE NO. 20-___

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA
IMPOSING A TEMPORARY MORATORIUM ON EVICTIONS IN THE
CITY OF BENICIA**

WHEREAS, California Government Code Section 8630 empowers the City Council to proclaim the existence or threatened existence of a Local Emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8634 empowers the City to promulgate orders and regulations to provide for the protection of life and property; and

WHEREAS, pursuant to Benicia Municipal Code Section 2.36.050(A)(1), the Director of Emergency Services has declared the existence of a Local Emergency, which Local Emergency has been ratified by the City Council on March 19, 2020; and

WHEREAS, the Director of Emergency Services does hereby find that conditions of extreme peril and a crippling disaster which severely impairs the safety of persons or property have arisen within the City caused by the virus COVID-19 and its rapid transmission as reported by various local, state and national health organizations; and

WHEREAS, the aforesaid conditions of extreme peril warranted and necessitated the proclamation of the existence of a Local Emergency; and

WHEREAS, as a result of the Local Emergency and the precautions recommended by health authorities, including shelter-in-place directives, many tenants in the City of Benicia have or may soon experience sudden and unexpected income loss; and

WHEREAS, the Governor of the State of California (“Governor”) has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19, and such individuals and their families may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

WHEREAS, many seniors and vulnerable populations reside in mobile home parks throughout the City, and the sudden displacement of these residents due to their inability to pay rent as a result of the state of emergency would be particularly injurious to the health and safety of the community; and

WHEREAS, on March 19, 2020, the Governor issued Executive Order N-33-20, mandating that all Californians stay home or at their place of residence, except in order to maintain critical infrastructure sectors; and

WHEREAS, many businesses and commercial establishments do not constitute critical infrastructure sectors and therefore these businesses have been ordered to close and cease operations during the effective period of Executive Order N-33-20; and

WHEREAS, with the mandatory closure of so many businesses and commercial establishments, such businesses will be unable to conduct business, which may render them unable to pay rent; and

WHEREAS, commercial evictions due to a tenant's inability to pay rent have the likelihood of resulting in business owners and individuals engaging in activities which do not constitute critical infrastructure sectors, thereby increasing the likelihood of the spread of COVID-19, leading to further health and safety risks to the community; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-28-20, which suspended any provisions of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions, including but not limited to Civil Code Sections 1940 *et seq.* or 1954.25 *et seq.*, until May 31, 2020, unless extended; and

WHEREAS, the proposed temporary moratorium on evictions for non-payment of rent by residential and commercial tenants impacted by the COVID-19 pandemic is intended to avoid unnecessary housing displacement, to protect the City's affordable housing stock, and to prevent housed individuals from falling into homelessness; and

WHEREAS, on March 22, 2020, the City Manager, acting in her dual authority as the Director of Emergency Services for the City of Benicia, adopted an order establishing a moratorium on residential and commercial evictions; and

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary to ratify the actions of Director of Emergency Services for the City of Benicia and further issue and implement this Urgency Ordinance to protect life, property and civil order.

NOW, THEREFORE, the City Council of the City of Benicia does hereby ordain as follows:

Section 1. Findings. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.

Section 2. Purpose and Authority. In the interest of protecting the public peace, health, safety, and welfare of the residents in the City of Benicia, and pursuant to the City's authority conferred by California Constitution Article XI, Section 7 and Government Code section 36937, it is the purpose and intent of this ordinance to place a temporary moratorium on evictions in the City of Benicia. The City Council has authority to adopt this ordinance.

Section 3. Eviction Moratorium. A temporary moratorium on eviction for non-payment of rent by residential or commercial tenants, including mobile home tenants impacted by the COVID-19 crisis is imposed as set forth herein.

A. During the period of local emergency declared in response to COVID-19, no landlord shall endeavor to evict a tenant for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to Financial Impacts related to COVID-19.

B. A landlord who knows that a tenant cannot pay some or all of the rent temporarily for the reasons set forth above in Section 2 shall not serve a notice pursuant to CCP 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to evict for nonpayment of rent.

C. A landlord shall be deemed to know of a tenant's inability to pay rent within the meaning of this Urgency Ordinance if the tenant, within 30 days after the date that rent is due, notifies the landlord in writing and provides documentation that the tenant is unable to pay rent due to Financial Impacts related to COVID-19. For purposes of this Urgency Ordinance, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text, as well as traditional written communication. Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim.

D. Nothing in this Urgency Ordinance shall relieve the tenant of liability for the unpaid rent, nor restrict a landlord's ability to recover rent due. A tenant shall not be deemed in default of rent payment obligations unless the tenant fails to tender rent payments which were unpaid due to Financial Impacts related to COVID-19, within 60 days of May 31, 2020, or within 60 days of the date upon which an extension of this Urgency Ordinance expires, whichever is later. A landlord shall not impose, charge, or collect a late fee or equivalent surcharge for any rent payments which were unpaid due to Financial Impacts related to COVID-19. Any three-day notices to pay or quit or No-Fault eviction notices served prior to the effective date of this Urgency Ordinance, but not yet expired, are automatically deemed served upon the conclusion of the Moratorium Period.

E. For purposes of this Urgency Ordinance, "Financial Impacts related to COVID-19" ("Financial Impact") include nonpayment of rent, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses, or a tenant's lost household income as a result of caring for minor children affected by school, pre-school and/or childcare closures; *provided that*, the Financial Impact was caused by the COVID-19 pandemic, or by any local, state or federal government response to COVID-19, and is documented.

F. This Urgency Ordinance applies to terminations of tenancies for nonpayment of rent, including eviction notices, no-fault eviction notices as defined herein, and unlawful detainer actions based on such notices, served or filed during the effective period of this Urgency Ordinance. For purposes of this Urgency Ordinance, "no-fault eviction notices" refer to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant.

G. In the event of a violation of this Urgency Ordinance, this Urgency Ordinance grants a defense where an unlawful detainer action is commenced in violation of this Urgency Ordinance. Additionally, an aggrieved tenant may institute a civil proceeding for injunctive relief, money damages of not less than three times actual damages, and whatever other relief the

court deems appropriate. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant to Urgency Ordinance of the court. The remedy available under this section shall be in addition to any other existing remedies which may be available to the tenant under local, state or federal law. This Urgency Ordinance grants a defense to eviction to any unlawful detainer actions in violation of this Urgency Ordinance.

H. This Urgency Ordinance shall be in force and effect until May 31, 2020, until and unless superseded by a duly enacted Urgency Ordinance or Resolution of the City Council of the City of Benicia or a further Order by the Director of Emergency Services adopted during the local emergency that expressly supersedes this Urgency Ordinance. Should the Governor extend Executive Order N-28-20, this Urgency Ordinance will continue automatically beyond May 31, 2020 to the date of the Governor's extension, unless superseded.

I. The City Clerk shall certify the adoption of this Urgency Ordinance and shall cause a certified Urgency Ordinance to be filed in the Office of the City Clerk.

On motion of Council Member _____, seconded by Council Member _____, the foregoing urgency ordinance was introduced and adopted at a regular meeting of the City Council on the 7th day of April, 2020, by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

DIRECTION OF EMERGENCY SERVICES ORDER NO. 20-1AN ORDER OF THE DIRECTOR OF EMERGENCY
SERVICES (CITY MANAGER) OF THE CITY OF BENICIA
STAYING EVICTIONS IN THE CITY OF BENICIA

WHEREAS, Pursuant to California Government Code a Special Meeting of the City Council of the City of Benicia was properly noticed and convened; and,

WHEREAS, California Government Code Section 8630 empowers the City Council to proclaim the existence or threatened existence of a Local Emergency when the City is affected or likely to be affected by a public calamity; and,

WHEREAS, Government Code Section 8634 empowers the City to promulgate orders and regulations to provide for the protection of life and property; and,

WHEREAS, pursuant to Benicia Municipal Code section 2.36.050(A)(1), the Director of Emergency Services has declared the existence of a Local Emergency, which Local Emergency has been ratified by the City Council on March 19, 2020; and,

WHEREAS, the Director of Emergency Services does hereby find that conditions of extreme peril and a crippling disaster which severely impairs the safety of persons or property have arisen within the City caused by the virus COVID-19 and its rapid transmission as reported by various local, state and national health organizations; and,

WHEREAS, the aforesaid conditions of extreme peril warranted and necessitated the proclamation of the existence of a Local Emergency; and

WHEREAS, as a result of the Local Emergency and the precautions recommended by health authorities, including shelter-in-place directives, many tenants in the City of Benicia have or may soon experience sudden and unexpected income loss; and

WHEREAS, the Governor of the State of California ("Governor") has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19, and such individuals and their families may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

WHEREAS, Many seniors and vulnerable populations reside in mobile home parks throughout the City, and the sudden displacement of these residents due to their inability to pay rent as a result of the state of emergency would be particularly injurious to the health and safety of the community; and

WHEREAS, on March 19, 2020 the Governor issued Executive Order N-33-20 mandating that all Californians stay home or at their place of residence except in order to maintain critical infrastructure sectors; and

WHEREAS, many businesses and commercial establishments do not constitute critical infrastructure sectors and therefore these businesses have been ordered to close and cease operations during the effective period of Executive Order N-33-20; and

WHEREAS, with the mandatory closure of so many businesses and commercial establishments, such businesses will be unable to conduct business which may render them unable to pay rent; and

WHEREAS, commercial evictions due to a tenant's inability to pay rent have the likelihood of resulting in business owners and individuals engaging in activities which do not constitute critical infrastructure sectors thereby increasing the likelihood of the spread of COVID-19, leading to further health and safety risks to the community; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-28-20, which suspended any provisions of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions, including but not limited to Civil Code Sections 1940 *et seq.* or 1954.25 *et seq.*, until May 31, 2020, unless extended; and

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary to issue and implement this Order to protect life, property and civil order.

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF BENICIA DOES HEREBY ORDER AS FOLLOWS:

SECTION 1. A temporary moratorium on eviction for non-payment of rent by residential or commercial tenants, including mobile home tenants impacted by the COVID-19 crisis is imposed as set forth herein.

SECTION 2. During the period of local emergency declared in response to COVID-19, no landlord shall endeavor to evict a tenant for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to Financial Impacts related to COVID-19.

SECTION 3. A landlord who knows that a tenant cannot pay some or all of the rent temporarily for the reasons set forth above in Section 2 shall not serve a notice pursuant to CCP 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to evict for nonpayment of rent.

SECTION 4. A landlord shall be deemed to know of a tenant's inability to pay rent within the meaning of this Order if the tenant, within 30 days after the date that rent is due, notifies the landlord in writing and provides documentation that the tenant is unable to pay rent due to Financial Impacts related to COVID-19. For purposes of this Order, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text, as

well as traditional written communication. Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim.

SECTION 5. Nothing in this Order shall relieve the tenant of liability for the unpaid rent, nor restrict a landlord's ability to recover rent due. A tenant shall not be deemed in default of rent payment obligations unless the Tenant fails to tender rent payments which were unpaid due to Financial Impacts related to COVID-19, within 60 days of May 31, 2020, or within 60 days of the date upon which an extension of this Order expires, whichever is later. A Landlord shall not impose, charge, or collect a late fee or equivalent surcharge for any rent payments which were unpaid due to Financial Impacts related to COVID-19. Any three-day notices to pay or quit or No-Fault eviction notices served prior to the effective date of this Order, but not yet expired, are automatically deemed served upon the conclusion of the Moratorium Period.

SECTION 6. For purposes of this Order, "Financial Impacts related to COVID-19" ("Financial Impact") include nonpayment of rent, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses, or a Tenant's lost household income as a result of caring for minor children affected by school, pre-school and/or childcare closures; *provided that*, the Financial Impact was caused by the COVID-19 pandemic, or by any local, state or federal government response to COVID-19, and is documented.

SECTION 7. This Order applies to terminations of tenancies for nonpayment of rent, including eviction notices, no-fault eviction notices as defined herein, and unlawful detainer actions based on such notices, served or filed during the effective period of this Order. For purposes of this Order, "no-fault eviction notices" refer to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant.

SECTION 8. In the event of a violation of this Order, this Order grants a defense where an unlawful detainer action is commenced in violation of this Order. Additionally, an aggrieved tenant may institute a civil proceeding for injunctive relief, money damages of not less than three times actual damages, and whatever other relief the court deems appropriate. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant to order of the court. The remedy available under this section shall be in addition to any other existing remedies which may be available to the tenant under local, state or federal law. This Order grants a defense to eviction to any unlawful detainer actions in violation of this Order.

SECTION 9. This Order shall be in force and effect until May 31, 2020, until and unless superseded by a duly enacted Order or Resolution of the City Council of the City of Benicia or a further Order by the Director of Emergency Services adopted during the local emergency that expressly supersedes this Order. Should the Governor extend Executive Order N-28-20, this Order will continue automatically beyond May 31, 2020 to the date of the Governor's extension, unless superseded.

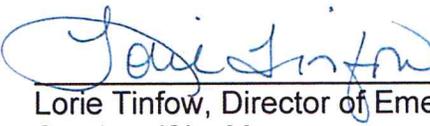
SECTION 10. The City Clerk shall certify the adoption of this Order and shall cause a certified Order to be filed in the Office of the City Clerk.

PASSED and ADOPTED this 22nd day of March 2020.

Attest:



Lisa Wolfe, City Clerk



Lorie Tinfow, Director of Emergency Services/City Manager

Approved as to Form:



Benjamin Stock, City Attorney