



Commission on the Status of Women

CONSENT CALENDAR
February 13, 2024

To: Mayor and Members of the Berkeley City Council
From: Commission on the Status of Women
Submitted by: Carole Marasovic, Chair, Commission on the Status of Women
Subject: Recommendation on Public Safety/Crime Prevention for Women

RECOMMENDATION:

That Council refer to the Council Public Safety Policy Committee to develop plans to implement public safety crime prevention programs to address the current rising crime against women, particularly older women. These plans should include a budget referral to the Council Budget and Finance Committee for consideration in the June budget process.

These plans should include:

1. Developing a plan of safety escorts modeled on the Respect-BART Escorts Program passed by Council in 2003 to address the rash of muggings on Berkeley BART paths (North Berkeley and Ashby). As in that plan, where \$40,500 was approved by Council, the Council Public Safety Policy Committee should identify the current amount of monies needed for funding for this newly developed 2024 plan and Council refer to the June budget process. These safety escorts should be available throughout the entire community of Berkeley upon request. The Council Public Safety Committee should also identify if a RFP need be issued for this purpose;
2. Develop a plan to engage Berkeley community ambassadors working under the Downtown Berkeley Association, Telegraph Business Improvement District and any similar ambassador programs to provide safety escort services upon request through the business districts they serve and nearby residences that can be reached by foot;
3. Explore if the City ride-share funded program, Go-Go Grandparent, should be expanded and in what form to provide ride shares for women concerned about their safety. Consider cost share, if necessary, for some women and working with the ride-share companies to ensure that they watch for the woman to safely reach her door before leaving; Consider the feasibility of lifting age or disability requirements. Identify a budgetary recommendation to be directed to the Council Budget and Finance Committee.

4. Develop a City-wide community forum targeted towards women with a special emphasis on safety and crime prevention for older, vulnerable women. This meeting should be led by the Berkeley Police Department with participation by other safety-related community resources and moderated by an official proposed by the Council Public Safety Committee. The Committee shall recommend that the forum be hybrid, both Zoom and in person. The Committee shall also discuss how City-wide promotion of this public safety crime prevention forum shall be conducted.

5. Consult with the Berkeley Police Department to provide data and other information identifying geographic locations which are high priority for safety escorts. Consult with Berkeley Police Department to secure other information as to where women are most at safety risk and what hours safety escorts, and other recommendations as stated above, be best utilized. The Berkeley Police Department shall provide this information at a Council Public Safety Committee meeting.

CURRENT SITUATION AND ITS EFFECTS:

In recent years, crime has risen including crime during broad daylight. Women have been frequently targeted, many of which have been older women. Women need to feel safe in our community. Safety escorts will reduce crime. The Commission Chair has consulted with former Councilmember Linda Maio, who sponsored the 2003 item, who confirmed that muggings greatly diminished under the 2003 BART Escorts Program following implementation.

A City-wide community forum will make Berkeley residents more aware of the crime and precautions that need to be taken.

FISCAL IMPACTS OF RECOMMENDATION

Fiscal impacts shall be identified by the Council Public Safety Committee. The figure of \$40,500 earlier budgeted is obviously outdated as it is a figure from 20 years ago. In addition, that \$40,500 exclusively covered safety escorts down BART paths and during limited hours. This recommendation broadens safety escorts coverage to a City-wide basis. Substantial funding is needed to fully implement these plans. However, the safety of our Berkeley residents is critical.

ENVIRONMENTAL SUSTAINABILITY

There are no identifiable environmental effects, climate impacts, or sustainability opportunities associated with the subject of this report.

BACKGROUND

On November 15, 2023, the Commission on the Status of Women voted as follows:

That Council refer to the Council Public Safety Policy Committee to develop plans to implement public safety crime prevention programs to address rising crime against women, particularly older women as stated in this recommendation in the

aforementioned 5 points. That Council refer plans developed based on the proposed recommendations for the safety of women, particularly older women, to the June budget process.

M/S/C: Marasovic, Arora

Ayes: Marasovic, Simon, Posey, Ortiz-Cedeno, Arora, Oliver

Noes: None.

Abstain:

Absent: Boyd

LOA: Seshagiri, Goodwin

RATIONALE FOR RECOMMENDATION

Safety is critical to our community. The crime landscape has changed where crime victims are targeted in broad daylight more commonly than in the past. Women have been frequently targeted with many victims older and more vulnerable. These safety issues require awareness, education and implementation of crime prevention models beyond police response after the fact.

ALTERNATIVE ACTIONS CONSIDERED

To leave the situation as is and not provide needed crime prevention protections for women.

CITY MANAGER

The City Manager takes no position on this recommendation.

CONTACT PERSON

Okeya Vance-Dozier, Community Services Specialist II, Office of the City Manager
(510) 981-7239

Carole Marasovic, Chair, Commission on the Status of Women, (510) 225-5060

Attachments:

1. BART RESPECT Escorts program contract (2003)
2. BART RESPECT Escorts program contract (2006)
3. Resolution No. 57,737-N.S.
4. City Council Meeting Minutes, November 1, 1994
5. Resolution No. 57,832-N.S.
6. Resolution No. 58,160-N.S.

7. Resolution No. 58,636-N.S.
8. Resolution No. 59,012-N.S.
9. Resolution No. 62,124-N.S.
10. Resolution No. 63,166-N.S.

CONTRACT STATUS FORM	CONTRACT NUMBER:		6085	
	CMS ID CODE:		CZTTS	
	CONTRACT TYPE:		Community Agency	
	CONTRACT AMOUNT:		\$40,500	
VENDOR:	Berkeley Boosters Association			
ADDRESS:	1642 University Avenue			
	Berkeley, CA 94703			
PROJECT MANAGER:	Douglas Hambleton	DEPT:	POLICE	
KEYWORDS:	BART Safety Escort, winter months, commute hours, Ashby station, North Berkeley station, RESPECT Team, 10/27/2003, 03/05/2004, FY03-04			
COUNCIL AUTHORIZATION:	Resolution No:	Ordinance No:	Check One:	
	62,124		<input type="checkbox"/> A.R. 3.14 <input type="checkbox"/> BMC 7.12.030	
DATES:	06/24/03	Council Authorization		
	07/01/03	Contract Start		
	06/30/04	Contract Expiration		
	08/19/03	Received from Auditor		
	08/20/03	Vendor's Copy sealed and Mailed		
COMMENTS:				
RETENTION		CHECKLIST		
✓	CON 1	8/20	Clerk's Index	700 Form
	CON 2	8/20	CMS Log In	Promissory Note
DATE	6/30/09	8/20	CMS Log Out	
	Indefinite			
REVIEWED BY:	Danielle K. Muller		DATE: 08/20/03	

EXPENDITURE CONTRACT REVIEW FORM
"NEW CONTRACTS"

CMS No.: CZTTS
 (To be filled in by department)

Contract No.: 6095
 (To be filled in by auditor)

CONTRACTOR NAME: BERKELEY BOOSTER ASSOCIATION - BERKELEY ESCORT

This contract package contains: Three Original (Department, Vital Record and Vendor) contracts in Folders		Attached	Waiver Attached	Not Required
*The Vital Record contract MUST be in a folder. *Optional: In lieu of folders, the Department and Vendor copies may be assembled with an Acco-fastener.				
1	Scope of Services	X	///	///
2	Payment Provisions	X	///	///
3	Evidence of Competitive Solicitation or CM Waiver	<input type="checkbox"/>	<input type="checkbox"/>	X
4	Workforce Composition (businesses with 5 or more employees)	X	<input type="checkbox"/>	<input type="checkbox"/>
5	Nuclear Free Berkeley Disclosure	X	///	<input type="checkbox"/>
6	Oppressive States Disclosure (Exception: Community-based, non-profit organizations)	X	<input type="checkbox"/>	<input type="checkbox"/>
7	Living Wage Certification (Exception: Construction contracts)**LWO form revised 8/02	X	<input type="checkbox"/>	<input type="checkbox"/>
8	Certification of Compliance with Equal Benefits Ordinance **EBO form revised 7/02	X	<input type="checkbox"/>	<input type="checkbox"/>
9	Certificate(s) of Insurance or Waiver (originals, not copies)	X	<input type="checkbox"/>	<input type="checkbox"/>
10	Insurance Endorsement	X	<input type="checkbox"/>	<input type="checkbox"/>
11	Council Resolution No.: 62,124 N.S.	X	///	<input type="checkbox"/>
12	Form 700, Statement of Economic Interests (consultant contracts only)	<input type="checkbox"/>	///	<input type="checkbox"/>

Requisition No.: 84856 80477 (Hard copy attached)

Contract amount: \$ 40,500

Was there an advance payment made? Yes No

If so, Purchase Order No.: 47095 P

Routing and signatures:

I certify that the contract package is complete and accurate.

- D. H. Witt Police 981-5800 8/11/03
 1. Project Manager Department Phone No. Date
- Ann Thomas 981-5976 8/11/03
 2. Mgr. of Engineering (PW construction contracts only) Date
- [Signature] 981-5700 8/11/03
 3. Dept. Admin. Officer/Accounting Date
- [Signature] _____ Date
 4. Department Head Date
- [Signature] _____ Date
 5. Employee Relations Officer Date
- _____ Date
 6. Contract Compliance Officer (for construction contracts only) Date

Routing continues to the following persons, who sign directly on the contract:

- City Manager (Will not sign the contract unless all signatures and dates appear above.)
- City Auditor (Initials [Signature])
- City Clerk (Initials _____)

RECEIVED
AUG 15 2003
 City Auditor

COMMUNITY AGENCY CONTRACT

This contract is executed on July 1, 2003 and effective on July 1, 2003, between the CITY OF BERKELEY, a Charter City organized and existing under the laws of the State of California, ("CITY"), and Berkeley Boosters Association, a non-profit corporation under the laws of the State of California, doing business at 1642 University Ave, Berkeley, CA. ("CONTRACTOR").

WHEREAS, the City has entered into a grant contract with the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant under the Housing and Community Development Act of 1974, as amended (CDBG) and/or United States Department of Housing and Urban Development (HUD) for an Emergency Shelter Grant (ESG) under the Stewart B. McKinney Homeless Assistance Act of 1988, as amended and/or Government Code Section 12725 et. seq., as amended, and 42 United States Code (USC) 9901 et. seq., as amended, the Community Services Block Grant Act as amended (CSBG), and/or a Shelter Plus Care Grant (S+C) under the Stewart B. McKinney Homeless Assistance Act of 1988, as amended, and under said grant contract(s) and/or through the use of its General Funds including Measure O Homeless Funds, the City is undertaking certain activities; and

WHEREAS, the City desires to engage Contractor to render certain assistance for such undertaking.

NOW, THEREFORE, the City and Contractor mutually agree as follows:

ARTICLE 1, SCOPE OF SERVICES

A. Contractor agrees to perform all those services described in Exhibit A attached hereto and made a part hereof, in accordance with the terms and conditions stated therein.

B. Contractor shall provide all necessary supplies, equipment, materials, clerical and all other services required for satisfactory performance of this contract as described in Exhibit(s) A attached hereto and made a part hereof, in accordance with the terms and conditions stated therein.

ARTICLE 2, TIME PERIOD OF CONTRACT

Contractor shall begin performance under this contract on July 1, 2003, and shall continue until June 30, 2004, unless earlier terminated as provided in Article 37 below.

ARTICLE 3, PAYMENT

A. This contract is utilized in connection with programs which receive funding from any one or combination of federal and local sources, including but not limited to, CDBG, ESG, CSBG, Shelter Plus Care, and/or the City of Berkeley General Fund.

B. City agrees to pay Contractor its expenses incurred in the performance of this agreement, not to exceed \$40,500 in accordance with the Budget and Method of Payment attached hereto as Exhibit B, and made a part hereof, in accordance with the terms and conditions stated therein. Payment by City shall be subject to receipt of Contractor's invoice(s) and supporting documentation of expenditures. At the beginning of the contract period, City will inform Contractor of necessary procedures for billing and required documentation.

C. Fiscal Year 2004: Contractor acknowledges and agrees that the obligation of the City to pay the contract sum above is contingent upon the provision of funds from the State of California to the City's General Fund for the Fiscal Year 2004 which begins in July 2003 and extends through June 2004. Contractor acknowledges and agrees that if the

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State of California provides less monies to the City than was provided in Fiscal Year 2002, the City's General Funds will be adversely impacted and thus the City's ability to continue paying the above sums will be adversely impacted. In this event, the total not to exceed amount of this contract may be reduced unilaterally in the sole discretion of the City at any time during Fiscal Year 2004. The City may, but is not required to, allow the Human Welfare and Community Action Commission, the Homeless Commission, or other appropriate review body to consider the size of this reduction and make recommendations to the City Council for final approval.

D. Fiscal Year 2005: Continued payment to the eligible contractors for Fiscal Year 2005 which begins in July 2004 and extends through June 2005, the second year of the contract term, is subject to the contingencies set forth below:

- 1) Berkeley General Fund Category: City agrees to pay contractor the same sum specified in subsection B of Article 3 for services provided in Fiscal Year 2004, unless such sum is reduced pursuant to the terms provided for in subsection C. Payment of the same or reduced sum in the second year of this contract is contingent upon the following conditions precedent: a) City receives the same or greater level of funding from the State of California as it received in Fiscal Year 2004; b) satisfactory performance of the Contractor's duties under this contract during the prior year; and c) in the Fiscal Year 2005 budget, the City Council appropriates the same or greater amount of money from the General Fund as it did in Fiscal Year 2004 for the purpose of funding this contract. Contractor acknowledges and agrees that if the State of California provides less funds to the City in Fiscal Year 2005 than was provided in Fiscal Year 2004, the contract amount the City will pay Contractor may be reduced pursuant to the terms described in subsection C of this Article.
- 2) CDBG Public Services Category Funding: City agrees to pay contractor the same sum specified in subsection B of Article 3 for services provided in Fiscal Year 2004. Payment of the same sum under the second year of this contract is contingent upon the following conditions precedent: a) City receives the same or greater level of funding from HUD as it received in Fiscal Year 2004, and b) satisfactory performance of the Contractor's duties under this contract during the prior year. Contractor acknowledges and agrees that if City receives less funding from HUD in Fiscal Year 2005, the amount City will pay Contractor will be reduced accordingly in the sole discretion of the City, with the reduction being prorated across all agencies receiving contracts under this same funding category.
- 3) All Other CDBG Categories, S+C and ESG: Contract terms greater than one year are not authorized; therefore, the Contractor must reapply for funding.
- 4) CSBG and City of Berkeley General Funds: City agrees to pay contractor the same sum specified in subsection B of Article 3 for services provided in Fiscal Year 2004, unless such sum is reduced pursuant to the terms provided for in subsection C. In addition, payment of the same or reduced sum the second year of this contract is contingent upon the following conditions precedent: a) City receives the same or greater level of funding from HUD as it received in Fiscal Year 2004; b) City receives the same or greater level of funding from the State of California as it received in Fiscal Year 2004; c) in the Fiscal Year 2005 budget, the City Council appropriates the same amount of money from the General Fund as it did in Fiscal Year 2004 for the purpose of funding this contract; and D) Contractor satisfactorily performs duties under this contract during the prior year. Contractor acknowledges and agrees that if City receives less funding from the State of California and/or from HUD in Fiscal Year 2005, the amount the City will pay Contractor may be reduced. Contractor further acknowledges and agrees that if funding from the State of California or HUD to the City is reduced, the reduced contract sum for this contract will be reconsidered by the Human Welfare and Community Action Commission, the Homeless Commission, or other appropriate review body which will make recommendations to the City Council for final approval.

ARTICLE 4, BUDGET MODIFICATION

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A. A 10% variation among budget line item categories will be allowed, provided the total expenditure under all line items does not exceed the total contract amount.

B. A variation among budget line items exceeding 10% will be allowed at Contractor's discretion, provided written approval is granted by the Manager of Program Planning, Management and Budget (PPMB) Division or his/her designee prior to submission of Contractor's invoice, and provided that the contract total is not exceeded.

C. Expenditures covered by unauthorized budget modifications will be subject to disallowance by City and repayment by Contractor.

ARTICLE 5, METHOD OF PAYMENT MODIFICATION

A. Modifications in the Method of Payment requested by Contractor will be allowed provided the total contract amount is not exceeded and provided prior written approval is granted by the Manager of PPMB or his/her designee.

B. Modifications in the Method of Payment that exceed the total contract amount will require City Council approval.

ARTICLE 6, RECORDS

A. Contractor agrees to keep all necessary books and records, including property, personnel, and financial records, in connection with the operations and services performed under this agreement, in accordance with 24 CFR Part 570 and OMB Circular A-110.

- 1) Records of nonexpendable property shall be maintained in accordance with the procedures set forth in Attachment N of Office of Management and Budget Circular A-102, and shall contain any additional information which may be required by City.
- 2) Financial records of contract funds shall be kept separately and not co-mingled with records of other funds.
- 3) Solely for the purpose of verifying compliance with the terms of this Contract, Contractor shall maintain the following types of records:
 - a) job description, minimum qualifications, and compensation for all positions funded under this contract;
 - b) time sheets or comparable documentation for all personnel compensated with contract funds (such records shall clearly shows the time spent on contract activities).
- 4) Contractor assures that for contracts exceeding one hundred thousand dollars (\$100,000), to the best of its knowledge, it is fully complying with the earning assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in the Child Support Compliance Act of 1998, subdivision (1) Public Contract Code 7110.

B. Contractor agrees to maintain racial, gender, head of household, age, income, family size, and neighborhood residence data, as may be required under the law, showing the extent to which these categories of persons have participated in, or benefited from the contract activities.

C. Contractor agrees to maintain employee and applicant records in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

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D. Contractor agrees to maintain and preserve such records during the period from start of contract performance until three (3) years from the submission of the final performance report or until the audit, referred to in Article 39, is conducted and Contractor receives City notification that said audit has been accepted, whichever is later, except as follows:

- 1) Records that are subject of audit findings shall be retained for five years after such findings have been resolved.
- 2) Records for non-expendable property which was acquired with contract funds shall be retained for three years after its final disposition.
- 3) Records for any person displaced as a result of contract activities shall be retained for three years after the contract activities have been completed or the person has received his/her final relocation payment, whichever is later.
- 4) Records pertaining to each real property acquisition shall be retained for five years after settlement of the acquisition, or until disposition of the applicable relocation records in accordance with paragraph (3) of this section, whichever is later.

E. The Secretary of HUD, the Comptroller General of the United States, the State Department of Economic Development, the City, or any of their duly authorized representatives shall have access to and right to examine such records related to this contract during this period.

ARTICLE 7, REPORTS AND ON-SITE REVIEWING

A. Reports: Contractor agrees to submit periodic program status and financial reports to City in a timely manner, and other reports and information as City determines are necessary to carry out its responsibilities in accordance with 24 CFR 570 and OMB Circular A-110.

B. On-Site Performance Review: Authorized representatives of HUD, the State of California, and the City shall have the opportunity to review Contractor's performance under this contract at the sites where such performance is being conducted. This review shall be in accordance with 24 CFR Part 570 and OMB Circular A-110. Such review is solely for the purpose of verifying that the Contractor is providing the quality and quantity of services specified in this contract and includes:

- 1) Observation of service delivery and training, as agreed upon by Contractor, and administrative activities in support of this contract.
- 2) Interview with Contractor personnel and staff currently involved in project operations.
- 3) Inspection of construction work in progress and upon completion.
- 4) Validation of source data used in the preparation of reports to the City, provided this does not result in any breach of client confidentiality and is mutually agreed upon.
- 5) Interviews with clients, when such interviews will not result in a breach of client confidentiality and are mutually agreed upon.
- 6) Inventory of personal property acquired with contract funds.

Refusal or failure by Contractor to provide reviewing opportunities as described herein within ten (10) working days after notice from the City constitutes a violation of this contract and is cause for contract termination.

ARTICLE 8, FINANCIAL MANAGEMENT

The Contractor shall maintain a financial management system in accordance with OMB Circulars A-87, A-110 and A-122, which provide for:

- A. Records that identify adequately the source and application of funds for contract activities.
- B. Effective control over and accountability for all funds, property, and other assets. Contractor shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- C. Comparison of actual outlays with budgeted amounts for contract funds.
- D. Procedures to minimize the time elapsing between the transfer of funds from the City and disbursement by the Contractor, whenever funds are advanced by the City. CDBG funds shall be placed in an interest bearing account, where appropriate.
- E. Procedures for determining the reasonableness, allowability, and allocability of costs.
- F. Accounting records that are supported by source documentation.
- G. A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

ARTICLE 9, REAL PROPERTY

A. Definition: Real property refers to land including improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

B. Use and Disposition: Use and disposition of real property acquired or improved, partly or wholly with contract funds in excess of \$25,000, shall be governed by requirements prescribed by HUD or its successor, and City, including the following:

- 1) Title to real property shall vest in Contractor subject to the condition that Contractor shall use the real property for the authorized purpose of this contract until (5) five years after the expiration of this contract or such period of time as determined by the City and stated in Exhibit A.
- 2) Contractor shall obtain approval from the City for use of the real property for activities other than those authorized by this contract when Contractor determines that the property is no longer needed for such purpose. Use for other activities shall be limited to those carried out under other federal grant programs, or under programs that have purposes consistent with those authorized for support by City.
- 3) If disposed of in a manner resulting in the Contractor being reimbursed in the amount of the current fair market value of the property, the Contractor shall reimburse the City in the amount of the current fair market value less any portion acquired or improved with non-CDBG funds. Such reimbursement is not required after the period of time specified in B (1) above.

ARTICLE 10, TANGIBLE PERSONAL PROPERTY

All procurement transactions funded under this contract for tangible personal property shall be conducted in a
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manner consistent with HUD regulations in OMB Circular A-110, Attachment N.

A. Definitions

- 1) Personal Property: Personal property refers to all property, except real property, which is acquired with contract funds. Tangible property has physical existence. Intangible property has no physical existence.
- 2) Non-expendable Personal Property: Non-expendable personal property means tangible personal property, acquired with contract funds, having a useful life of more than one year and an acquisition cost of \$300 or more per unit.
- 3) Expendable Personal Property: Expendable personal property refers to all tangible personal property acquired with contract funds other than non-expendable property.

B. Acquisition

- 1) Purchase of personal property exceeding \$300 per item and not delineated in Exhibit B shall require prior approval from the City.
- 2) Contractor shall submit documentation to City for each item of non-expendable property at the time such property is acquired. Documentation shall demonstrate proof of purchase and indicate date of acquisition, cost, and description of the item, and any other information which may be required by the City.

C. Identification, Inventory, and Maintenance

- 1) Contractor shall conduct annual inventories to verify the existence, condition, current utilization, and future need for non-expendable property. Contractor shall submit a written report on each inventory conducted by Contractor to the City. Such report shall account for any differences between Contractor's property records and the inventory findings.
- 2) Contractor shall ensure adequate safeguards to prevent loss, damage, and theft of property. In case such property is stolen or lost, Contractor shall immediately notify the Police Department, obtain a written police report, and notify the City within three (3) working days of discovering stolen or lost property.

D. Use and Disposition

- 1) Non-Expendable Property
 - a. Title to non-expendable personal property having a unit acquisition cost of less than \$1,000 shall vest in the Contractor. For non-expendable personal property having a unit acquisition price of \$1,000 or more, HUD/State/ City reserves the right to transfer the title to HUD/ State/City or to a third party when such third party is otherwise eligible under existing statutes.
 - b. Contractor shall use the property for the project or program for which it is acquired as long as needed, whether or not the project or program continues to be supported by Government funds. When no longer needed for the original project/program, Contractor shall use the property in connection with other Government sponsored activities in the following order of priority:

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- (1) Activities sponsored by HUD/State/City.
- (2) Activities sponsored by other Government agencies
- c. During the time the property is held for use on the project or program for which it was acquired, Contractor may make the property available for use on other projects or program if such other use does not interfere with the work on the project or programs for which it was originally acquired.
- d. When Contractor no longer needs the property as provided in (b) above, the property may be used for other activities as follows:
 - (1) Non-expendable property with a unit acquisition price of less than \$1,000 may be used by Contractor for other activities without reimbursement to the Government, or may be sold and the proceeds retained by the Contractor.
 - (2) Non-expendable property with a unit acquisition price of \$1,000 or more may be retained by Contractor for other uses provided compensation is made to HUD/State/City or its successor(s). If Contractor has no further need for the property and the property has further use value, Contractor shall request and follow disposition instructions from the City.

2) Expendable Property

- a. Title to expendable personal property shall vest in the Contractor upon acquisition. Upon termination of the contract, Contractor shall conduct an inventory to determine the amount of unused expendable personal property on hand which was acquired with contract funds. If there is a residual inventory of such property exceeding \$1,000 in total aggregate fair market value, upon termination or completion of the contract activities and if the property is not needed for any other Government sponsored project or program, the Contractor shall retain the property for use on non Government sponsored activities or sell it, but in either case, compensate the Government for its share.

ARTICLE 11. INTANGIBLE PROPERTY

A. Invention and Patents: Any discovery or invention arising out of or developed in the course of work aided by this contract shall be promptly and fully reported to the City. Contractor shall request City to determine whether patent protection on such invention or discovery should be sought, and to determine how the rights in the invention or discovery, including rights under the patent thereon, shall be allocated and administered to protect the public interest.

B. Copyrights: Except as otherwise provided in this contract, Contractor is free to copyright any books, publications, or other copyrightable materials arising out of or developed during the course of work aided by contract funds, but the City, State and HUD reserve a royalty-free, non- exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

C. Publications: Books, publications, and other printed materials resulting from and developed in the course of work aided by this contract, whether copyrighted or not, shall acknowledge the support of HUD/State/City funds by the City. Five (5) copies of each such publication are to be furnished to the City as the City may reasonably require.

D. Publicity: Any publicity generated by Contractor for the project funded pursuant to this contract, during the term of this contract or for one year thereafter, will make reference to the contribution of the City in making the project possible. The words "City of Berkeley " and the specific funding source will be explicitly stated in any and all pieces of publicity, including but not limited to fliers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

The City's staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this contract. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

ARTICLE 12, PROCUREMENT STANDARDS

A. All procurement transactions funded under this contract shall be conducted in a manner that provides, to the maximum extent practical, open and free competition consistent with HUD Regulations at 24 CFR Part 570, OMB Circular A-110 Attachment O, and Executive Orders 11625, 12138, 12432.

B. Contractor shall make positive efforts to use small business and minority and women-owned business sources of supplies and services (see also Article 19) and business concerns located in Berkeley or owned in substantial part by Berkeley residents (see also Article 17).

C. For procurement of services, supplies, or other property, Contractor shall use one of the following procurement methods:

- 1) \$1 to \$999. Prices may be solicited by phone and selection determined by Contractor.
- 2) \$1,000 to \$5,000. Three or more prices may be solicited by phone and selection determined by Contractor.
- 3) \$5,000 to \$14,000. Three quotations must be received by phone, FAX or letter and documented. Selection is determined by Contractor.
- 4) \$15,000 to \$25,000. Three or more written bids must be requested with a specific due date. Award is made to the lowest responsible bidder.
- 5) \$25,000 and Over.

- a). Competitive Sealed Bids - In competitive bids (formal advertising), sealed bids are publicly solicited and a firm fixed-price contract (lump sum on unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price.
- b). Competitive Negotiation - In competitive negotiation, proposals are requested from a number of sources and the Request for Proposal is publicized, negotiations are normally conducted with more than one of the sources submitting offers, and either a fixed price or cost-reimbursable type contract is awarded, as appropriate. Competitive negotiations may be used if conditions are not appropriate for the use of formal advertising.

D. Contractor shall maintain records sufficient to detail the significant history of a procurement costing \$15,000 or more (\$10,000 or more for CDBG). These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the cost or price.

ARTICLE 13, RELEASE, INDEMNIFICATION AND INSURANCE

A. Release: Contractor, upon final payment of amount due under this contract, less any credits, refunds, or rebates due to City, releases and discharges City from all liabilities, obligations and claims arising from this contract.

B. Indemnification: Contractor, for itself, and its heirs, successors, and assigns, agrees to release, indemnify, hold harmless, and defend City, its officers, agents, volunteers, and employees, from and against any and all claims, demands, liability, economic loss of any type, damages, lawsuits, or other actions for damage or injury to persons or property arising out of or in any way connected with the Contractor's operations under this contract, or the performance

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of this contract by Contractor or its officers, employees, partners, directors, subcontractors, or agents.

C. Insurance:

1) The Contractor shall maintain at all times during the performance of this contract, a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$1,000,000; an automobile liability insurance policy (if applicable) in the minimum amount of \$1,000,000; and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of \$1,000,000 to cover any claims arising out of Contractor's performance of services under this contract. Said insurance, except professional liability, shall name the City, its officers, agents, volunteers, and employees as additional insureds and shall provide primary coverage with respect to the City. All said insurance policies shall provide that the insurance carrier shall not cancel, terminate, or otherwise modify the terms and conditions of said policies except upon thirty (30) days prior written notice to the City; shall be evidenced by the original Certificate of Insurance. If Contractor is to perform construction work under this contract, Contractor shall also provide an endorsement in the form of the City's form Endorsement, or the insurance carrier's standard form Endorsements evidencing the required coverage; and shall be approved as to form and sufficiency by the Employee Relations Officer.

2) If the commercial general liability insurance referred to above is written on a Claims Made Form, then, following termination of this Agreement, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this contract.

3) If Contractor employs any person, it shall carry workers compensation and employers liability insurance and shall provide a certificate of insurance to the City. The workers compensation insurance shall provide that the insurance carrier shall not cancel, terminate, or otherwise modify the terms and conditions of said insurance except upon thirty (30) days prior written notice to the City; shall provide for a waiver of any right of subrogation against City to the extent permitted by law; and shall be approved as to form and sufficiency by the City's Employee Relations Officer.

4) Contractor shall forward all insurance documents to City of Berkeley contract monitor.

5) Construction Contracts Only: If the budgeted costs of construction activities funded by this contract, as delineated in Exhibit B, exceed \$100,000, Contractor shall comply with HUD's bonding policies and requirements as set forth in OMB Circular A 110 Attachment B.

6) Contractor shall not store hazardous materials or hazardous waste within the City of Berkeley without the proper permit from the City. If a release of hazardous materials or hazardous waste that cannot be controlled occurs in connection with the performance of this contract, contractor shall immediately notify the Berkeley Police Department and the City's Health Protection Office.

ARTICLE 14, CONFORMITY WITH LAW AND SAFETY

A. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services or any part thereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal, and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes, and regulations. Contractor shall release, defend, indemnify, and hold City, its officers, agents, volunteers, and employees harmless from any and all damages, liability, fines, penalties, and consequences from any noncompliance or violation of such laws, ordinances, codes and regulations.

B. If a death, serious personal injury, or substantial property damage occurs in connection with the performance

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of this Agreement, Contractor shall immediately notify the City's Employee Relations Officer by telephone. Contractor shall promptly submit to City a written report, in such form as may be required by City, of all accidents which occur in connection with this contract. This report shall include the following information: (1) name and address of the injured or deceased person(s), (2) name and address of Contractor's subcontractor, if any, (3) name and address of Contractor's liability insurance carrier, and (4) a detailed description of the accident and whether any of City's equipment, tools, or materials were involved.

ARTICLE 15, CONFLICT OF INTEREST PROHIBITED

A. In accordance with Government Code section 1090, BMC 3.64, and Berkeley City Charter section 36, neither Contractor nor any person who is an employee, officer, director, partner, or member of contractor, or immediate family member of any of the preceding shall have served as either an elected officer, an employee, or a Board, Committee, or Commission Member of the City of Berkeley, who has formally or informally influenced the making of this contract.

B. In accordance with Government Code section 1090 and the Political Reform Act, Government Code sections 87100 et seq., no person who is a director, officer, partner, trustee, employee, or consultant of the Contractor or immediate family member of any of the preceding shall make or participate in a decision made by the City of Berkeley or a board or commission thereof, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment, or interest in real property of that person or Contractor.

C. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code sections 87100 et seq., and the regulations manuals, and codes adopted thereunder, Government Code section 1090, BMC 3.64, and section 36 of the City of Berkeley Charter.

ARTICLE 16, CONSULTANTS TO SUBMIT STATEMENTS OF ECONOMIC INTEREST

The City's Conflict of Interest Code, Resolution No. 59,372-N.S., as amended, requires every consultant to disclose conflicts of interest by filing a Statement of Economic Interest (Form 730). Consultants agree to file such statements with the City Clerk at the beginning of the contract period and upon termination of the Contractor's service.

ARTICLE 17, ECONOMIC OPPORTUNITIES FOR LOCAL BUSINESSES AND LOW INCOME RESIDENTS

To the greatest extent feasible, Contractor shall offer opportunities for training and employment to lower income Berkeley residents, and patronize and award contracts for work in connection with this contract to business concerns which are located in Berkeley or owned in substantial part by Berkeley residents. Such economic opportunities shall be provided for in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations issued at 24 CFR Part 135.

ARTICLE 18, PROGRAM INCOME

A. Service Fees: Income earned from fees charged for services provided under this contract shall be considered additional revenue to be expended by Contractor during this contract period for additional services rendered as a result of such revenue. Should Contractor be unable to expend all fee-related revenue during the contract period, such revenue shall be considered carryover funds available for the successive CDBG year.

B. Facility Use Fees: Receipts derived from the operation of a public work or facility, the construction of which was assisted with contract funds, do not constitute program income.

C. Interest on Advances: Interest earned in excess of \$100 per fiscal year on advance of contract funds shall be remitted to the City.

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D. Proceeds from Sale of Personal Property: Proceeds from the sale of personal property acquired with contract funds shall be subject to the requirements set forth in Attachment N of the Office of Management and Budget Circular A-110, "Property Management Standards." See also Article 10.D.

E. Real Property: Proceeds from the lease of real property acquired or improved, in whole or in part, with CDBG funds in excess of \$25,000 shall be determined by the City. See Article 9.B.

ARTICLE 19, DISCRIMINATION PROHIBITED

Contractor hereby agrees to comply with the provisions of City Ordinance No. 5876-N.S., as amended from time to time, attached hereto as Exhibit C, and made a part hereof. In the performance of this agreement, Contractor agrees as follows:

A. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40) sex, pregnancy, marital status, disability, sexual orientation, or AIDS. This requirement shall apply to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. No person shall, on the grounds of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation, or AIDS, be excluded from participation in the performance of this contract.

C. In the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this contract, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, religion, sex, national origin, sexual preference, age or disability, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon.

D. In the performance of this contract, Contractor agrees to comply with all applicable provisions of Title II of the Americans with Disabilities Act of 1990 and any amendments thereto. Contractor shall further observe and comply with all applicable federal, state, municipal and local laws, ordinances, codes and regulations that prohibit discrimination against individuals with disabilities or require that individuals with disabilities are not excluded from participating in or receiving benefits, services or activities of the City.

If Contractor is or becomes a "public accommodation" as defined in Title III of the Americans with Disabilities Act of 1990, Contractor shall observe and comply with all applicable provisions of the Act and any amendments thereto, and all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination on the basis of disability in the full and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations offered by the Contractor. All Contractor's activities must be in accordance with these laws, ordinances, codes, and regulations, and Contractor shall be solely responsible for complying therewith.

E. Contractor shall permit City access to records of employment, employment advertisement, application forms, EEO-1 forms, and any other documents which, in the opinion of City are necessary to monitor compliance with the non-discrimination provisions, and will, in addition, fill-out in a timely fashion, forms supplied by City to monitor these non-discrimination provisions, to the extent required by HUD Regulations at 24 CFR Part 570.

F. For Construction Contracts Only

If the budgeted cost of construction activities funded by this contract exceeds \$10,000, as detailed in Exhibit B, Contractor shall comply with all requirements of Executive Order 11246, Equal Employment Opportunity, as amended

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by Executive Orders 11375 and 12086 attached hereto as Exhibit D, and made a part hereof.

ARTICLE 20, LOBBYING PROHIBITION

Contractor shall comply with Section 1352, Title 31, U.S. Code stipulating that no Government funds shall be spent for lobbying and agrees to disclose names of persons and amounts paid with non-Government funds to influence decisions by Congress or Executive Branch agencies.

ARTICLE 21, DRUG-FREE WORKPLACE

Contractor shall provide a drug-free workplace and establish a drug-free awareness program in compliance with the Drug-Free Workplace Act of 1988 and the required certification.

ARTICLE 22, NUCLEAR FREE BERKELEY

Contractor agrees to comply with BMC 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

ARTICLE 23, BERKELEY LIVING WAGE ORDINANCE

A. Contractor hereby agrees to comply with the provisions of the Berkeley Living Wage Ordinance, B.M.C. Chapter 13.27. If Contractor is currently subject to the Berkeley Living Wage Ordinance, as indicated by the Living Wage Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated minimum compensation during the term of this Contract, as defined in Chapter 13.27, as well as comply with the terms enumerated herein. Contractor expressly acknowledges that, even if Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts, grants or other monies received by the City may subject Contractor to the requirements under B.M.C. Chapter 13.27 in subsequent contracts.

B. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall be required to maintain monthly records of those employees providing service under the Contract. These records shall include the total number of hours worked, the number of hours spent providing service under this Contract, the hourly rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees providing services under the Contract. These records are expressly subject to the auditing terms described in Article 39.

C. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall include the requirements thereof, as defined in B.M.C. Chapter 13.27, in any and all subcontracts in which Contractor engages to execute its responsibilities under this Contract. All contractor employees who spend 50% or more of their compensated time engaged in work directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein. All subcontractor employees who spend 25% or more of their compensated time engaged in work directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein.

D. Contractor's failure to comply with this Section shall subject Contractor to termination of this Contract pursuant to Article 36.

ARTICLE 24, BERKELEY EQUAL BENEFITS ORDINANCE

A. Contractor hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29.

B. If Contractor is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Contractor agrees to provide the City with any records the City deems necessary to determine compliance with this provision.

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These records are expressly subject to the auditing terms described in Article 39 of this contract.

C. Contractor's failure to comply with this Section shall subject Contractor to termination of this Contract pursuant to Article 37.

ARTICLE 25, RELIGIOUS ACTIVITY PROHIBITED

There shall be no religious worship, instruction or proselytization as part of or in connection with the performance of this contract.

ARTICLE 26, POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the City under this contract shall be used in the performance of this contract to further the election or defeat of any candidate for public office, to support or defeat any ballot measure, for any partisan political activity, or for the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

ARTICLE 27, COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the City shall have the right to annul this contract without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fees.

ARTICLE 28, LABOR STANDARDS (Construction Contracts Only)

A. Except as herein provided, all laborers and mechanics employed by Contractor or by Contractor's subcontractors in the construction, alteration or repair, including painting and decorating of projects, building, and work which is assisted with contract funds, shall be paid at rates not less than those currently determined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), and the Contractor and subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable federal laws and regulations pertaining to labor standards to the extent required by HUD Regulations at 24 CFR Part 570. Any additional contract provisions required by federal statutes to be inserted herein, are attached hereto as Exhibit E and made a part hereof.

B. This provision does not apply to:

- 1) The rehabilitation of residential property with less than eight dwelling units.
- 2) Projects where the total budgeted cost of construction activities is less than \$2,000.
- 3) Emergency Shelter Grant Funds

ARTICLE 29, FLOOD DISASTER PROTECTION

Use of contract funds for acquisition or construction in an area identified as having special flood hazards shall be subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234), including the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

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ARTICLE 30, CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Contractor shall comply with the provisions of the Clean Air Act as amended (42 U.S.C. 1957 et seq.), and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), and the regulations thereunder (40 CFR Part 15 and 40 CFR Part 61).

ARTICLE 31, LEAD-BASED PAINT

Contractor shall comply with the lead-based paint requirement of 24 CFR Part 5 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.). Such requirements prohibit the use of lead-based paint for construction, rehabilitation, or modernization of residential structures; mandate the elimination of immediate lead-based paint hazards in residential structures assisted with CDBG funds; and require the notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1950 and assisted with CDBG funds.

ARTICLE 32, ARCHITECTURAL BARRIERS ACT OF 1968

Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with contract funds shall comply with the requirements of the "American Standards Specifications for Making Building and Facilities Accessible to, and Usable by the Physically Handicapped," Number A-117, I-R 1971, subject to the exceptions contained in 41 CFR Subpart 101-19.604, issued pursuant to the Architectural Barriers Act of 1968, 42 CFR U.S.C. 4151, as amended.

ARTICLE 33, ENVIRONMENTAL REVIEW RECORD (ERR)

The City will work with the Contractor to prepare the ERR. The ERR will cover areas such as historic preservation, floodplain management, endangered species, air quality, toxic chemicals, noise control, among others, in compliance with HUD Regulations at 24 CFR Part 58. These regulations cover all CDBG-funded projects. No funds will be disbursed under this contract until the ERR has been accepted and approved by HUD.

ARTICLE 34, RELOCATION

A. Contractors engaging in acquisition/rehabilitation activities must comply with the Uniform Relocation Act (URA), as amended, and applicable guidelines at 49 CFR Part 24 and 24 CFR Part 511, as well as the State of California Government Code 7265.3, as amended, and City policies.

B. Any person displaced by rehabilitation, financed partially or wholly with contract funds, shall be offered the option of relocation after completion of the rehabilitation in the dwelling from which the person was displaced, and shall be provided the benefits due in accordance with State of California Government Code 7265.2, as amended.

ARTICLE 35, NON-PROFIT STATUS

A. Except as herein provided, Contractor must be a non-profit corporation. Contractor shall furnish the City with a copy of its articles of incorporation, a copy of its by-laws, and a current list of its Board of Directors. If there are any changes in Contractor's non-profit status with the California Secretary of State, Contractor shall notify City within five (5) working days of the notice of said change. Loss of non-profit status or failure to maintain a status of good standing with the Secretary of State is cause for termination of the contract.

B. Contractor must be a neighborhood-based, non-profit organization, a small business investment company, or a local development corporation, according to the definitions set forth in 24 CFR 570.204(s), to be eligible to undertake economic development or neighborhood revitalization activities pursuant to 24 CFR 570.204(c). Contractor shall

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furnish the City with document(s), evidencing proof of such status. If there are any changes in such status, Contractor shall notify City within five (5) working days of said change. Failure to maintain eligible organizational status as required by Government regulations is cause for termination of the contract.

C. This provision may not necessarily apply to Contractor if Contractor is undertaking only rehabilitation activities pursuant to 24 CFR 570.202 or economic development activities pursuant to 24 CFR 570.203.

ARTICLE 36, CHANGES

A. The terms and conditions of this contract shall not be altered or otherwise modified except upon a duly executed written amendment to this contract.

B. Contractor may request changes in the Scope of Services described in Exhibit A. Such changes, including any increase or decrease in the amount of the Contractor's compensation (Exhibit B), require City Council approval and must be incorporated by written amendment to this contract.

ARTICLE 37, CONTRACT TERMINATION

This contract may be terminated for cause by Contractor upon thirty (30) days prior written notice. The City may terminate this contract in whole or in part with or without cause, which includes but is not limited to:

A. Failure, for any reason, of Contractor to fulfill in a timely and proper manner its obligations under this contract, including compliance with City, State and Federal laws and regulations and applicable directives.

B. Failure to meet the performance standards contained in Exhibit(s) A of this contract. When the City notifies the Contractor that its contract performance is below performance specifications as outlined in the contract Exhibits, a corrective action plan must be submitted in writing by the Contractor to the City within thirty (30) days. Failure to achieve the performance specifications within a maximum of sixty (60) days is cause for immediate contract termination.

C. Improper use or reporting of funds provided under this contract.

D. Reduction, suspension or termination of funding or grant(s) to the City from any Federal or State sources under which this contract is made, or the portion thereof earmarked for this contract or appropriated by the City Council for this contract.

E. A written notice shall be deemed served upon sending said notice in a postage-paid envelope addressed to the other party to this contract and depositing the same with the United States Post Office with postage prepaid. For purposes of this contract, all notices to the City shall be addressed as follows:

City Manager
City of Berkeley
2180 Milvia Street
Berkeley, California 94704

For purposes of this contract, all notices to Contractor shall be addressed to Contractor's authorized signee as indicated on the last page of this contract to the address indicated on page 1 of this contract.

F. If either party terminates this contract before the Contractor completes the services in Exhibit(s) A, in addition to any other rights and remedies provided by law or under this contract, Contractor shall be entitled to compensation for services performed hereunder, through and including the date of termination, but not to exceed the

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payment according to the rate specified in Exhibit B. Contractor shall be entitled to all reasonable costs incurred in connection with such services. In no event will the amount paid exceed the full amount in Article 3 of this contract.

ARTICLE 38, CLOSE OUT PROCEDURES

Contractor shall prepare and submit a final invoice for final claims no later than sixty (60) days after the termination of this contract. The final invoice shall cover all claims for costs incurred by the Contractor during the period of the contract. All unexpended funds shall be returned to the City. Where funds are due the City, payment should be made to CITY OF BERKELEY and must accompany the final invoice.

ARTICLE 39, AUDIT

All contractors receiving \$300,000 or more in Government funds shall have their financial and compliance records, maintained in connection with the operations and services performed under this contract, audited annually by an independent auditing agent selected by the City. This audit will be conducted in accordance with the Single Audit Act of 1984, Office of Management and Budget Circulars A-133 (June 30, 1997), and any other prescribed guidelines. Contractors receiving \$300,000 or more in Government funds and choosing to select their own independent auditor shall provide the City with a copy of the audited Financial Statement which is to be prepared in compliance with OMB Circulars A-110 and A-133 (June 30, 1997). Contractors receiving less than \$300,000 in Government funds are exempt from audit pursuant to the Single Audit Act of 1984, but records must be available for review by appropriate officials. All contractors regardless of the amount of Government funds received, are subject to State and Local regulations.

Pursuant to Section 61 of the Berkeley City Charter, the City Auditor's Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. In the event of such audit, Contractor agrees to provide the City Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's Office. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

The City will provide Contractor with the preliminary draft of the audit report and hold a conference with Contractor to discuss the report if any findings are noted. Contractor shall respond to all findings within ten (10) working days after the conference. The auditing agent will then prepare its final audit report and submit it to the City Manager. City will notify contractor of any disallowed expenses. Contractor shall make payment of disallowed expenses to City within thirty (30) days of such notification, unless otherwise specified by the City. Failure to reimburse the City may result in the discontinuance of any or all City contracts with Contractor and may make Contractor ineligible for additional or further funds from the City.

ARTICLE 40, GOVERNING LAW

This contract shall be governed by the laws of the State of California.

ARTICLE 41, INDEPENDENT CONTRACTOR

A. Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs its obligations under this Agreement. Contractor shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationships between City and Contractor.

B. Terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only and not as to the means or methods by which such a result is obtained.

C. Nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract.

ARTICLE 42, CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I.D. NUMBER

Contractor has obtained a City business license as required by B.M.C. Ch. 9.04, and its license number is written below; or, Contractor is exempt from the provisions of B.M.C. Ch. 9.04 and has written below the specific B.M.C. section under which it is exempt. Contractor shall pay all state and federal income taxes and any other taxes due. Contractor certifies under penalty of perjury that the taxpayer identification number written below is correct.

ARTICLE 43, ENTIRE AGREEMENT

A. The terms and conditions of this contract and all exhibits attached hereto or documents expressly incorporated by reference therein represent the entire contract between the parties hereto with respect to the subject matter hereof, and this contract shall supersede any and all other prior contracts, either oral or written, regarding the subject matter between the City and Contractor. No other contract, statement, or promise relating to the subject matter of this contract shall be valid or binding except upon a duly executed written amendment to this contract.

B. Should any conflicts arise between the terms and conditions of this contract and the terms and conditions of any exhibits attached hereto or documents expressly incorporated by reference therein, the terms and conditions of Federal Regulations shall control.

ARTICLE 44, OWNERSHIP OF DOCUMENTS

A. When this contract is terminated Contractor agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its services under this contract. All materials shall be returned in the same condition as received.

B. All internal work, papers, internal drawings, internal memoranda of any kind, photographs, and any written or graphic material, however produced, prepared by Contractor in connection with its performance of services under this contract, shall be, and shall remain after termination of this contract, the property of Contractor. Contractor may use that material for any purpose whatsoever. However, if either party terminates this contract before Contractor completes all services required under Article 1, the latest set of draft documents shall be and shall remain the property of the City.

C. The final written product of this contract shall be the property of the City. City may use all or any part of the product for projects other than those contemplated by this contract. Contractor shall not be liable for any improper reuse of the product. City may also retain the original of any design documents upon request.

ARTICLE 45, SETOFF AGAINST DEBTS

Contractor agrees that City may deduct from any payments due to Contractor any monies that Contractor owes the City under any Ordinance, contract, or Resolution for any unpaid taxes, fees, licenses, unpaid checks, or other amounts.

ARTICLE 46, RECYCLED PAPER FOR WRITTEN REPORTS

If Contractor is required by this contract to prepare a written report or study, Contractor shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent more than the cost of virgin paper, and when such paper is available at the time it is needed. For the purposes of this contract, recycled paper is

July 2003

ARTICLE 49, ASSIGNMENT

This contract may not be assigned without the prior written consent of the City.

IN WITNESS WHEREOF, the City and Contractor have executed this contract through their duly authorized representatives as of the date first above written.

CITY OF BERKELEY

By [Signature]
City Manager

THIS CONTRACT HAS BEEN
APPROVED AS TO FORM BY
THE CITY ATTORNEY FOR THE
CITY OF BERKELEY
July 2003

Registered by:

[Signature]
City Auditor

Attest:

[Signature]
Deputy City Clerk

CONTRACTOR

By [Signature]
EXECUTIVE DIRECTOR
Title

IRS Tax I.D. No.: [REDACTED]

B.M.C. § _____

City of Berkeley Business License No.: 2003-10724

Incorporated: Yes X No _____

Subject of Contract: PUBLIC SAFETY

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES

Berkeley Boosters Association
P.O. Box 17
Berkeley, CA 94701
Telephone: (510) 704-0467
Fax: (510) 649-0886

E-mail: dmanson@berkeleyboosters.org
Web Site: www.berkeleyboosters.org

RESPECT GRANT 2003/2004: BART ESCORT SERVICE

I. PROGRAM DESCRIPTION:

During the winter months, the Berkeley Boosters Association will provide BART SAFETY ESCORT Service to BART patrons during the two (2) busiest commute hours each evening. The service will be provided at both the Ashby and North Berkeley BART stations. The patrons will be escorted from the BART station to their cars or homes within a radius of approximately five (5) city blocks.

II. SCOPE OF SERVICE:

The *Berkeley Boosters RESPECT Team* will provide, from Monday, October 27, 2003 (end of daylight savings time) to Friday, March 5, 2004, BART SAFETY ESCORT SERVICE at both the Ashby BART station and the North Berkeley BART station. The ESCORT SERVICE will be provided Monday to Friday for two (2) hours during the evening commute time (except on City Holidays). The training will occur during the week of October 20, 2003.

The staffing model calls for four (4) team members plus one supervisor at each station. The team members will wear uniforms (light blue baseball jacket with BART ESCORT and RESPECT insignia, navy pants, light blue shirt) and will be equipped with flashlights and police radios. Team members will be upper class Berkeley High School students (over the age of 15) and/or local community college, UC students, or community members. The Supervisors will be adults, typically veteran supervisors from within the Berkeley Police Department Traffic Enforcement Division.

III. TRAINING:

The team members will be trained through an intensive training that includes police radio training and protocol, conflict resolution, diversity training, public relations, positive communication skills, personal safety and other topics. This training will be provided by experienced personnel from within the Boosters, as well as various outside experts from within Berkeley Police Department and BUSD School Safety personnel. The BART Escorts work in teams of two (except supervisors, who may work alone). Each team is equipped with a police radio for emergencies. Each team member will be assigned a call number (e.g. G-31).

IV. NETWORKING WITH OTHER AGENCIES:

It is the responsibility of the Executive Director to establish contact with BART Police and the Berkeley Police Department Patrol Division. The Berkeley Police Department will assist in the radio training for the ESCORTS.

EXHIBIT B

PAYMENT

CONTRACT AMOUNT \$ 40,500

SIX (6) TWO MONTHS CASH ADVANCE PAYMENTS

LINE ITEM BUDGET ATTACHED.

RESPECT – BART ESCORTS PROGRAM

Operating Statement

July 1, 2003 – June 30, 2004

Date: As of 12/18/02

INCOME**GRANTS**

CITY OF BERKELEY \$40,500

TOTAL PROGRAM INCOME: \$40,500**EXPENSE****PERSONNEL**

Executive Director \$ 2,900

Administrative Director \$ 2,900

Supervisors \$ 8,820

Part Time Escorts \$11,500

Accounting \$ 1,200

Subtotal Personnel \$27,320

Employer Payroll Taxes @11% \$ 3,005

Worker's Comp @9% \$ 2,458

Health Insurance \$ 780

Subtotal Fringe Benefits \$ 6,243**TOTAL PERSONNEL & FRINGE BENEFITS \$ 33,563****EQUIPMENT**

Uniforms, Equipment & Supplies \$ 2,000

TOTAL EQUIPMENT \$ 2,000**OPERATING EXPENSE**

Grant Operating Expense \$ 4,937

TOTAL OPERATING \$ 4,937**TOTAL EXPENSES \$ 40,500**

REQUEST FOR WAIVER OF COMPETITIVE SOLICITATION
BY CITY MANAGER

DATE: August 11, 2003
TO: Weldon Rucker, City Manager
FROM: Roy L. Meisner, Chief of Police
DEPT. Police Department

RE: REQUEST FOR WAIVER
BERKELEY BOOSTERS ASSOCIATION
CONTRACT NAME

INSTRUCTIONS:

A written request must be submitted for a waiver consideration. Please complete and forward to City Manager.

We are requesting a waiver on the above contract for one the following reason(s). Explanation must clearly state why this exception meets the required criteria. For details see section on Evidence of Competitive Solicitation online.

- 1. Service is very **SPECIALIZED** because the Berkeley Booster Association is selected through the annual General Funded Community Agency allocations.
- 2. This product or service can only be provided by this contractor (**SOLE SOURCE**)

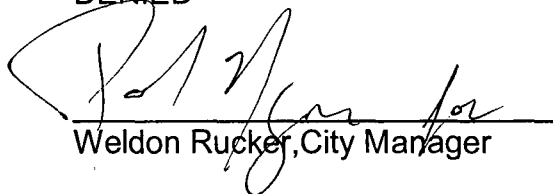
This service and/or product must be provided **IMMEDIATELY** because

4. **OTHER CATEGORY.** NOTE: **The lack of advanced planning does not constitute an immediate need.** The reason for this request is

WAIVER IS RECOMMENDED



DENIED


Weldon Rucker, City Manager

8/15/03
Date

NON-DISCRIMINATION WORK FORCE

FOR ALL NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract.

ORGANIZATION: Berkeley Boosters Assn. / Police Activities League

ADDRESS: P.O. Box 17 Berkeley, CA. 94701

BUSINESS LICENSE NO: 2003-10724

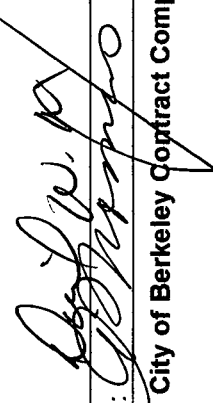
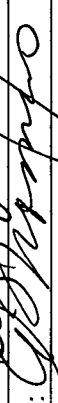
Occupational Category (see reverse side for explanation of terms)	Total Employees		WHITE		BLACK		ASIAN		HISPANIC		OTHER (SPECIFY)	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Administrators	1	0										
Professionals	0	2		1								Pacific Islander
Technicians	0	0										
Protective Service Workers	3	0	1		2							
Para-professionals	8	9	2	2	6	7						Pacific Islander
Office/Clerical	0	1										
Skilled Craft Workers	0	0										
Service/Maintenance	0	0										
Other (Specify)	0	0										
Totals	12	12	3	3	8	7					1	2

Is your business MBE/WBE/DBE certified? Yes No

If yes, by what agency? _____

If yes, please specify: Male Female or indicate ethnic identification _____

Do you have a policy of non-discrimination? Yes No

Signed: 
 Verified by: 
 Date: 6/12/03
 Date: 6/23/03

City of Berkeley Contract Compliance Officer

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: David MANSON Title: Executive Director
 Signature: *David W. Manson* Date: 6-12-03
 Business Entity: Berkeley Boosters Association / P.A.L.
 Contract Description/Specification No. _____
Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement for Personal Services

The undersigned, an authorized agent of Berkeley Boosters Assn. (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Abo, Kham, and U-Tsang,**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: David W. Manson, Jr. Title: Executive Director

Signature: [Handwritten Signature] Date: 6-12-03

Business Entity: Berkeley Boosters Assn. P.A.L.

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

Contract Description/Specification No.: _____

Attachment D

CITY OF BERKELEY
Living Wage Certification for Providers of Personal Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

YES NO

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question 1(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES NO

If you have answered, "YES" to questions 1(a) and 1(b) this contract **IS** subject to the LWO. If you responded "NO" to 1(b) this contract **IS NOT** subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES NO

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES NO

If you have answered, "YES" to questions 2(a) and 2(b) this contract **IS** subject to the LWO. If you responded "NO" to 2(b) this contract **IS NOT** subject to the LWO. Please continue to Section II.

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: David W. Manson, Jr Title: EXECUTIVE DIRECTOR
Signature: [Handwritten Signature] Date: 6/12/03
Business Entity: Berkeley Boosters Assn. / P.A.L.
Contract Description/Specification No: _____

Section III

• ** FOR ADMINISTRATIVE USE ONLY – PLEASE PRINT CLEARLY ***

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Police Department
Department Name

[Handwritten Signature]
Department Representative

To be completed by Contractor/Vendor

Form EBO-1 CITY OF BERKELEY



CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a contractor, return this form to the originating department/project manager. If you are a vendor (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Form with fields for Name, Address, Contact Person, E-mail Address, Vendor No., City, State, ZIP, Telephone, and Fax No. Handwritten entries include Berkeley Boosters Assn., PO Box 17, David W. Manson, Jr, and various phone numbers.

SECTION 2. COMPLIANCE QUESTIONS

- Questions A through E regarding employee benefits, spouse benefits, and domestic partner benefits. Includes checkboxes for Yes/No and instructions on how to proceed based on answers.

SECTION 3. PROVISIONAL COMPLIANCE

- Questions A and B regarding contractor compliance with EBO and cash equivalent options. Includes checkboxes and detailed instructions.

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this 12 day of JUNE, in the year 2003, at Berkeley CA
(City) (State)

David W. MANSON, JR.
Name (please print)

[Signature]
Signature

Executive Director
Title

[Redacted]
Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor Full Compliance Reasonable Measures

Provisional Compliance Category, Full Compliance by Date: _____

Staff Name (Sign and Print): Annie Thomas Date: 6/25/03

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2003

PRODUCER (260)482-5455 FAX (260)483-6297
Diller-Smith & Associates
2526 Scotswoide Dr.
P.O. Box 8517
Ft. Wayne, IN 46808

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED California Police Activities League #2
2000 East 14th Street
San Leandro, CA 94577

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	CLARENDON AMERICA INSURANCE CO.	
INSURER B:	AMERICAN NATIONAL LIFE INSURANCE CO. OF TX.	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	ECP000305-00	01/01/2003	01/01/2004	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ NONE PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	EPC000305-00	01/01/2003	01/01/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	EEX000026-00	01/01/2003	01/01/2004	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER ACCIDENT/MEDICAL	FLD02-34200-BC	01/01/2003	01/01/2004	AD & D \$50,000 ACCIDENT MEDICAL EXCESS-MAX. BENEFIT \$50,000 DED.: NONE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 A SEXUAL ABUSE/MOLESTATION POL#: ECP 000305-00 EFF: 1/1/03 TO 1/1/04
 \$25,000 PER OCCURRENCE AGGREGATE \$100,000

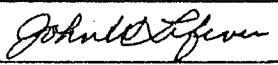
CERTIFICATE HOLDER IS AN ADDITIONAL INSURED FOR CAL PAL. EVENT: PAL EVENTS
 EVENT DATE: COVERAGE PERIOD
 INSURED MEMBER CHAPTER: BERKELEY BOOSTERS/PAL, ATT CHERYL LA ROSA LONGO, PO BOX 17 BERKELEY, CA 94701

CERTIFICATE HOLDER

CANCELLATION

04/28/03 CITY OF BERKELEY
 BERKELEY POLICE DEPARTMENT
 ATT TRACY VESELY
 2180 MILVIA STREET
 BERKELEY, CA 94704

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 John Lefever/AKB 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807 SAN FRANCISCO CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE 01-01-2002

GROUP 000380
POLICY NUMBER 0000609-2003
CERTIFICATE ID 10
CERTIFICATE EXPIRES 01-01-2004
01-01-2003/01-01-2004

CITY OF BERKELEY NB
PARKS & RECREATION ATTN: TRACY A. VESELY
2180 MILVIA ST 3RD FL
BERKELEY CA 94704

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Thomas Hansen

AUTHORIZED REPRESENTATIVE

Kenneth C. Bollier

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS \$1,000,000.00 PER OCCURRENCE

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-2003 IS ATTACHED TO AND FORMS A PART OF THIS POLICY

EMPLOYER

BERKELEY BOOSTERS ASSOCIATION
(A NON PROFIT CORP.)
PO BOX 17
BERKELEY CA 94701

Additional Coverages and Factors

12/23/2002

Line of Business Coverages for	General Liability				
Coverage	Limits	Ded/Ded Type	Rate	Premium	Factor
General Aggregate	2,000,000				
Products/Completed Ops	1,000,000				
Aggregate					
Personal & Advertising	1,000,000				
Injury					
Each Occurrence	1,000,000				
Fire Damage	50,000				
Medical Expense	NONE				

CONTRACTORS INVOICE

PLEASE TYPE

Respect "BART" ESCORTS

1. CONTRACTOR'S NAME (Agency) Berkeley Boosters	2. ADDRESS: CITY/STATE/ZIP PAL PO Box 17 Berkeley 94701
3. FUNDS REQUESTED FOR: a. <input checked="" type="checkbox"/> Initial Advance b. <input type="checkbox"/> Periodic Advance c. <input type="checkbox"/> Reimbursement d. <input type="checkbox"/> Final Invoice e. <input type="checkbox"/> Other Specify f. Report for Month/s of: _____ Month/s Day Year g. PROGRAM TYPE: CSBG _____ GENERAL FUND <input checked="" type="checkbox"/> OTHER _____	

4. COST INCURRED: a. From Start Of Agreement 7 1 03 Mo Day Yr	b. To End of Report Mo: 9 1 03 Mo Day Yr	5. PERIOD COST PROJECTED: a. From End of Report Mo: _____ Mo Day Yr	b. To End of Two Mo. Projection: _____ Mo Day Yr
---	---	--	--

COMMUNITY SERVICES CONTRACTORS INVOICE

6. COST CATEGORY	7. CONTRACT COMPONENT BUDGET (Nearest Dollar)	8. COSTS FOR REPORT MONTH ONLY (Nearest Dollar)	9. CUM. COSTS (Nearest Dollar)	10. COSTS PROJECTED (Nearest Dollar)	11. TOTALS (Column 9 + Column 10)
PERSONNEL SERVICES	a. 27320	a.	a.	a.	a.
FRINGE BENEFITS	b. 6243	b.	b.	b.	b.
TRANS. COST	c.	c.	c.	c.	c.
OPERATING COSTS	d. 4937	d.	d.	d.	d.
EQUIPMENT PURCHASES	e. 2000	e.	e.	e.	e.
INSURANCE	f.	f.	f.	f.	f.
OTHER: Specify	g.	g.	g.	g.	g.
OTHER: Specify	h.	h.	h.	h.	h.
TOTALS:	i. 40500	i.	i.	6750	6750

ADVANCE

P.O.# _____ FOR CITY USE ONLY INVOICE # _____	12. LESS CASH RECEIVED: \$ 0
BUDGET CODE: _____	13. NET AMOUNT OF THIS REQUEST \$ 6750
AMOUNT TO BE PAID \$ _____	

14. CONTRACTOR CERTIFICATION: I certify that the costs incurred are taken from the books of account and that such costs are valid and consistent with the terms of this agreement:

Cheryl Ja Rosa Longo Dir. of Admin. **6-23-03**
 Authorized Contractor's Signature Title Date Signed

CITY STAFF ONLY
 PERFORMANCE SATISFACTORY FOR PAYMENT:

APPROVED BY: _____ EXAMINED BY: _____
 Signature Date Signature Date

- COPY 1 - FINANCE
- COPY 2 - HHS ACCOUNTING
- COPY 3 - CONTRACT MONITOR
- COPY 4 - CONTRACTOR

Rec #62,124

City of Berkeley, California

BUSINESS LICENSE

BUSINESS TYPE

POLICE ACTIVITIES LEAGUE

LOCATION IN BERKELEY

VARIOUS

OWNER

DAVID MANSON EXEC DIR

DBA

BERKELEY BOOSTERS ASSN/P. A. L.

MAIL ADD

P O BOX 17

CITY

BERKELEY CA 94701



LICENSE NUMBER

2003-10724

DATE

2003

EXPIRES: 12/31/03

0002

This license is renewable on or before 2/28/04

THIS LICENSE IS ISSUED WITHOUT VERIFICATION THAT THE LICENSEE IS SUBJECT TO AN EXEMPTION FROM LICENSING BY THE STATE.

THIS LICENSE MUST BE CONSPICUOUSLY POSTED AND BE RENEWED WITHIN 30 DAYS AFTER EXPIRATION.

IT SHALL NOT BE CONSTRUED AS AUTHORIZING THE CONDUCT OR CONTINUANCE OF ANY ILLEGAL OR UNLAWFUL BUSINESS.

LICENSE COLLECTOR

277239

Page 44 of 102
Expenditure Contract Amendment Review Form

Original CMS #: Y3DFY
 (To be filled in by department)

Amendment CMS #: RRKBC
 (To be filled in by department)

Contract No.: 6724A
 (To be filled in by auditor)


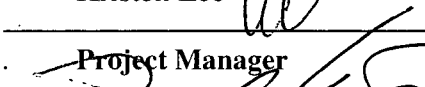




CONTRACTOR NAME: Berkeley Boosters Association

This contract package contains: Three Original Contracts (Department, Vital Record and Vendor) contracts in Folders *The Vital Record contract MUST be in a folder. *Optional: In lieu of folders, the Department and Vendor copies may be assembled with an Acco-fastener.	Attached	Waiver Attached	Not Required
1. Authorizing Council Resolution No.: <u>63,166 N.S.</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Living Wage Certification (if not submitted with original contract) **LWO form revised 8/02 Submitted With Original Contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Certification of Compliance with Equal Benefits Ordinance (if not submitted with original contract) **EBO form revised 7/02 With Original Contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Insurance Certificate Original on File: Contract Number 6701 copy attached	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


Requisition No.: 105122 (Hard copy attached) Purchase Order No.: 56137

Original contract amount \$ 174,368
 Amount(s) added by previous amendment(s) \$ 0 (if applicable)
 Amount added by this amendment \$ 29,643
 Total contract amount after amendment \$ 204,011

Routing and signatures: All elements of the contract package including information provided above and on the Amendment Data Transmittal form have been reviewed for completeness and accuracy and evidenced by the following signatures:

Kristen Lee 	Housing PPMB x 5427	1/18/2006
1. <u></u> Project Manager	Dept./Division	Tel. No.
2. <u></u> Dept. Admin. Officer or Accounting		<u>1/25/06</u> Date
3. <u></u> Manager of Engineering (PW construction only)		<u>1/18/06</u> Date
4. <u></u> Department Head		<u>1/25/06</u> Date
5. <u></u> Employee Relations Officer		<u>1/25/06</u> Date
6. Contract Compliance Officer (Construction only)		Date

Routing continues to the following persons, who sign directly on the contract:

- 7. City Manager (Will not sign unless all signatures and dates appear above)
- 8. City Auditor (Initials )
- 9. City Clerk (Initials _____)

RECEIVED
JAN 30 2006
City Auditor

CMS# RRKBC

AMENDMENT TO CONTRACT

THIS CONTRACT is entered into January 15, 2006, between the CITY OF BERKELEY ("CITY"), a Charter City organized and existing under the laws of the State of California, and The Berkeley Boosters Association ("CONTRACTOR"), a non-profit corporation under the laws of the State of California, doing business at P.O. Box 17, Berkeley CA 94701.

WHEREAS, CITY and CONTRACTOR previously entered into Contract Number 6724, dated July 1, 2005, which Contract was authorized by the Berkeley City Council by Resolution No. 62,976 - N.S.; and

WHEREAS, on December 13, 2005 by Resolution No. 63,166-N.S., the Berkeley City Council authorized an amendment of said contract, adding a total of \$29,643; \$10,000 for the Berkeley Guides program and \$19,643 for the BART Escorts program.

THEREFORE, City and Contractor mutually agree to amend said contract as follows:

1. Section 1 is amended to include the services detailed in Exhibit A, which is attached to and made part of this Contract.
2. Section 3 is amended to read as follows:

PAYMENT

For services referred to in Section 1, City will pay Contractor a total amount not to exceed \$ 204,011. City shall make payments to Contractor in accordance with provisions described in Exhibit B, which is attached to and made part of this Contract.

3. In all other respects, the contract dated July 1, 2003, shall remain in full force and effect.

IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the date written on the first paragraph of this Contract.

CITY OF BERKELEY

By *Lino Co*
Deputy City Manager

THIS CONTRACT HAS BEEN
APPROVED AS TO FORM BY
THE CITY ATTORNEY FOR
THE CITY OF BERKELEY
6/01

Registered by:

Ann-Marie Han
City Auditor

Attest:

Wanda
Asst. Deputy City Clerk

CONTRACTOR: Berkeley Boosters Association

David W. Manson, Jr.
By: David W. Manson, Jr., Executive Director

EXHIBIT A
Page 47 of 102
STATEMENT OF WORK PLAN

(Please TYPE: Use additional sheets if necessary)
(Services For Berkeley Residents Only)

Agency: Berkeley Boosters Police Activities League

Contract Period: July 1, 2005 – June 30, 2006

Program Title: BART ESCORTS

A. Brief Program Description [Primary Goal(s)]

Youth Employment and Public Safety Program

Primary goals:

- 1) Job Training
- 2) Employment Support
- 3) Job Placement
- 4) Public Safety

**B. Scope of Services - Briefly describe each service activity or project to be undertaken.
(See attached)**

C. Networking and Merging of Efforts with Other Agencies. (Quantify planned contacts, referrals, etc., with and/or to specific agencies)

Berkeley Police Department – Training
Inter City Services – Training and Assessment
BART - Training

BART Escorts Program Description (Public Safety / Employment Training)

A violent incident in 1995 led to the establishment of this Berkeley Boosters PAL program. A woman was attacked and severely hurt at the North Berkeley BART station. The City of Berkeley approached us for help. We organized the BART Safety Escort program. BART gave us a grant for the purchase of uniforms, radios, and a van, and the City of Berkeley paid for the salaries of the employees. For the last 9 years, we have provided escort services at both the North Berkeley BART station and the Ashby BART station.

This program serves a dual purpose: providing a public safety benefit for Berkeley residents and also a youth employment program for Berkeley residents. We will operate during nine weeks in the winter during daylight savings time (January through March). At each station, we will have 6 people – one adult supervisor and five young people, high school or community college students or other at-risk youth. They will work in pairs, carry flashlights and escort BART patrons from the station to their parked cars or their homes. In this role, they will be equipped with, and trained to use police radios-which put them in direct contact with Police and Fire dispatch. They are able to immediately radio directly to the Public Safety Communications Center in cases of crimes, fires, medical emergencies or other critical needs.

These services will be provided Monday through Friday from 5:30pm to 7:30pm, during the heavy commute hours.

As a result of the dual nature of this program, the BART Escorts actually address several of the priorities outlined in the City Manager's letter to prospective applicants as important unmet needs:

- ❖ Provides healthy youth alternatives
- ❖ Reduces Poverty
- ❖ Ensures public safety

The BART Escorts will be responsible for the establishment and ongoing maintenance of a friendly, approachable presence to improve the feeling of safety and welcomeness at the Ashby and North Berkeley BART stations during the non-daylight savings commute hours. The BART Escorts will participate in training, evaluating and coaching sessions with the Berkeley Guides coordinator, the Berkeley Police Department, and their Supervisor/Job Coach, as well as the Executive Director of the Berkeley Boosters PAL. Their training shall include both employment / employability training as well as job-specific trainings such as conflict resolution, personal safety, verbal de-escalation, and customer service skills. They shall maintain accurate and complete records of their daily activities. They will be responsible to maintain the daily log book of incidents, events, contacts, and escorts. When appropriate, they shall refer individuals in need of services to the appropriate city or public service agency, and will initiate police intervention backup when necessary. *Berkeley Guides* will provide special attention to vulnerable groups such as children, older adults and disabled persons.

As an employment and job readiness program for Berkeley residents between 14 and 24, the BART Escorts program will also provide its participants with a meaningful job training experience. Not only will this serve as a means of providing gainful employment, but also serve as an entryway into other meaningful employment and career opportunities.

Since the State of California's Employment Development Department's Labor Market Information Division has identified that most new job growth will be in Health Care and Social Assistance, Retail Trade and Accommodation and Food Services, we will tailor our training towards skills that are valuable in those fields. We will spend one week prior and one week after the official start of BART Escort services providing vocational assessment tests, pre-employment training, and post-employment job search, resume building, networking training, and job placement assistance. Following U.S. Department of Labor recommendations that "proven techniques for developing improved employment outcomes for young people...includes four core areas: Preparatory Experiences, Connecting Activities, Work-Based Experiences and Leadership Development," our program plan includes activities designed to address each of these.

Our pre-session Training Week addresses the need to provide a meaningful Preparatory Experience. Drawing upon our years of experience providing team-building experiences that deepen the nature of interpersonal relationships among Police Officers and young people, we will provide participants with a full-day ropes course during our Training Week that will include trust-building and team-building activities with their supervisors and Police Department trainers. In addition, participants will be given a learning skills inventory and vocational assessment test. Results will be shared with the participants to help them begin to develop an understanding of their own unique skill sets. Connecting Activities will take place during the five-month course of our program. In addition to their regular contacts with positive adult role models serving as their supervisors (our BART Escorts supervisors are both long-time City of Berkeley employees within the Berkeley Police Department's Parking Enforcement Division and have been with us for the past four years), we will also provide once monthly social activities to reinforce their sense of teamwork and community.

The outcomes for the project fall under the City of Berkeley category of Employment:

- ❖ TRAINING:
 - By June 30, 2006, 10 (10) clients will have achieved marketable employment skills as evidenced by pre- and post-tests, and/or job placement.
- ❖ JOB PLACEMENT:
 - By June 30, 2006, ten (10) clients will have secured employment as evidenced by pay stubs.
- ❖ SUPPORT:
 - By June 30, 2006, ten (10) clients obtained continued employment training and/or placement assistance through ongoing Berkeley Boosters PAL staff support, as well as use of One Stop Career Center services, as evidenced by attendance sign-in sheets.

D. Service Activities (*Berkeley Residents Only Who Meet Income Guidelines – 200 percent of Poverty Level Only for CSBG/GF, or Those Who Receive TANF or SSI or Who Have a Disability.*) - The following indicates planned number of times a client will receive a service, and the planned number of clients to be served. A client is to be recorded only once during the program year; however, that same client may receive other types of services during the year. The Service Measure (s) should indicate, in a few words, the measurable unit of contact (e.g., bed nights, hours, sessions, classes, etc.)

Services Activity	Service Measure	Planned Quarterly		Planned Annually	
		* # of Client Contacts	# of New Clients	* # of Client Contacts	# of New Clients
Job Training	Hours	5	10	5	10
Vocational Skills / Aptitude Assessment	Hours	2	10	2	10
Employability Skills Training	Hours	2	10	2	10
Resume Building Skills Workshop	Hours	2	10	2	10

INCOME LIMITS FOR POVERTY, VERY LOW INCOME AND LOW INCOME FAMILIES -- 2005

Household Size →	Person							
	1	2	3	4	5	6	7	8
Poverty Level	9,570	12,830	16,090	19,350	22,610	25,870	29,130	32,390
200% of Poverty	19,140	25,660	32,180	38,700	45,220	51,740	58,260	64,780
Very Low (50% of AMD)	29,000	33,100	37,250	41,400	44,700	48,000	51,350	54,650
Low (80% of AMD)	46,350	53,000	59,600	66,250	71,550	76,850	82,150	87,450

* N/A if meeting with monitor indicates.

1. Total number of clients with disabilities to be served: 0
2. Total number of homeless clients to be served: 0
3. Total number of Female Heads of Household to be served: 0
4. Total number of clients residing in the Target Area to be served: 10
5. Total number of clients not residing in the Target Area to be served: 0

G. Agency Fee Schedule - (*if applicable, attach copy*) N/A

H. Briefly Describe Method for Verification of Client Income Eligibility:

Self-Reported through intake forms and verified via collection of tax returns or paystubs

I. Specify the outcomes to be achieved by this contract. (Refer to *City-Wide Outcomes*.)

❖ TRAINING:

- By June 30, 2006, 10 (10) clients will have achieved marketable employment skills as evidenced by pre- and post-tests, and/or job placement.

❖ JOB PLACEMENT:

- By June 30, 2006, ten (10) clients will have secured employment as evidenced by pay stubs.

❖ SUPPORT:

- By June 30, 2006, ten (10) clients obtained continued employment training and/or placement assistance through ongoing Berkeley Boosters PAL staff support, as well as use of One Stop Career Center services, as evidenced by attendance sign-in sheets.

WORK PLAN – BART ESCORTS

List key activities for the period January 1, 2006 – June 30, 2006 for each major component or service. Complete and submit one Workplan sheet per program/project. Include number of new participants expected to be served each month, number of participant contacts, project phases, significant events, milestones, or construction deadlines as appropriate.

PROGRAM BART Escorts (NOTE: Total number of participants to be served is ALWAYS 12, with one exception: Escorts Provided. the figures that are provided below indicate the number of participant contacts)

Component/Service	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
Vocational Skills Assessment							1						2
Learning Styles Inventory							1						1
Employment / Employability Training							5			5			10
Work-Based Experiences							2	20	23				94
Police Safety Training							2						8
Support Programs Interface (One Stop Career Center, Inner-City Services, etc.)							1			1			3

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PROPOSED BENEFICIARIES – BART Escorts

Please report the total number of participants residing in Berkeley to be served with this funding request during the period July 1, 2005 – June 30, 2006.

- 10 Total number of Berkeley residents the project will serve from July 1, 2005 – June 30, 2006. (estimate)
- 3 200% of Poverty or below (see chart below)
- 5 50% of Area Median Income (AMI) or below
- 2 80% of Area Median Income (AMI) or below

ANNUAL INCOME LIMITS FOR POVERTY, VERY LOW INCOME AND LOW INCOME FAMILIES – 2004								
Income Level	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
200% of Poverty	18,620	24,980	31,340	37,700	44,060	50,420	56,780	63,140
50% of AMI	29,000	33,100	37,250	41,400	44,700	48,000	51,350	54,650
80 % of AMI	46,350	53,000	59,600	66,250	71,550	76,850	82,150	87,450

Target Population and Outreach: Describe the population(s) targeted (e.g., youth, seniors, disabled, homeless) and your planned outreach to them.

The list of proposed beneficiaries of the BART Escorts service is to indicate the number of youth employees ages 14-24 ONLY that this program will serve. THIS FIGURE DOES NOT INCLUDE THE NUMBER OF BERKELEY RESIDENTS THAT WILL BE SERVED THROUGH THE PUBLIC SAFETY BENEFIT OF THIS PROGRAM WITH ESCORTS TO THEIR CARS OR HOMES. We have not included that estimate, because there is no way for us to accurately determine the level of income for those Berkeley residents. However, in the past, over a five-month period, we have averaged 630 total escorts for the past three years.

We will be targeting teens and young adults that are primarily residents of the South and West Berkeley areas. Our outreach efforts to recruit the appropriate youth to our program will include collaborating with other youth serving agencies such as Berkeley Youth Alternatives, the Young Adult Project, EBAYC R.I.S.E., Berkeley Alternative High School, and others to alert their participants about the program. In addition, we will also outreach through the faith community in South and West Berkeley and ask various spiritual leaders to inform their congregations about this opportunity.

1. Contractor shall provide the City with job descriptions of all of the employees' positions funded under this Contract, as listed in Exhibit B, Composite Program Budget.
2. Contractor shall provide the City with a list of authorized signatories for the Contractor's Advance Payment Request or Invoice and Quarterly Statement of Expense (or other cost documentation, as required by contracting department).

WORK PLAN – BERKELEY GUIDES

List key activities for the period July 1, 2005 – June 30, 2006 for each major component or service. Complete and submit one Workplan sheet per program/project. Include number of new participants expected to be served each month, number of participant contacts, project phases, significant events, milestones, or construction deadlines as appropriate.

PROGRAM Berkeley Guides

Page 55 of 102

Component/Service	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
Escorts	7	7	7	7	7	7	5						42
Assistance / Directions	80	80	80	80	80	80	60						480
Intervention in Problematic Street Behaviors (Aggressive Panhandling / Mental Health Issues / Altercations)	40	40	40	40	40	40	25						240
Respond to Merchant Calls	40	40	40	40	40	40	25						240
Meet with Downtown Partners (DBA, BPD, Mental Health, Visitor & Convention Bureau)	21	21	21	21	18	16	10						118
Provide public safety presence at Berkeley events (Front Row Festival, Farmer's Market, Arts District Events)	4	5	4	8	8	8	5						37

**COMMUNITY AGENCY
EXHIBIT B
COMPOSITE PROGRAM BUDGET
REVENUE & EXPENSE SUMMARY**

BERKELEY GUIDES

Period 1/1/06-6/30/06

Contractor: Berkeley Boosters Assoc./PAL		APPROPRIATE REQUIREMENTS		
SOURCES OF FUNDS	TOTAL	Expenditure Categories		
Revenue Categories		Salaries & Benefits	Services & Supplies	Fixed Assets
I. CITY OF BERKELEY ALLOCATED FUNDS				
A. CDBG	\$ -			
B. ESG	\$ -			
C. CSBG	\$ -			
D. General Funds	\$ 29,643	25,328	4,315	
E. Measure "E"	\$ -			
F. Others, Specify: S+C	\$ -			
Sub-Totals	\$ 29,643	\$ 25,328	\$ 4,315	\$ -
II. OTHER SOURCES OF FUNDS				
A. Federal	\$ -			
B. State				
1. Education	\$ -			
2. Family Planning	\$ -			
3. Prop 99	\$ -			
4. Other: Specify	\$ -			
5. Other: Specify	\$ -			
Federal & State Sub-Totals	\$ -	\$ -	\$ -	\$ -
C. Other Local (Redevelopment/Rent Board)	\$ -			
D. County	\$ -			
E. Patient/Client Fees/	\$ -			
F. Private/Foundations/Corporations	\$ -			
G. Fundraising Activity/Inkind	\$ -			
H. Miscellaneous/Other Local Gov.	\$ -			
Other Sub-Totals	\$ -	\$ -	\$ -	\$ -
GRANT TOTAL	\$ 29,643	\$ 25,328	\$ 4,315	\$ -

Community Agency
 Composite Program Budget
 Revenue Sources & Expenditure Categories Detail
 (Services Provided to Berkeley Residents Only)

Exhibit B
 Page 2 of _____

Contractor: Berkeley Boosters Association		Contract Service Category		Period 1/1/06-6/30/06		Contract Number	
Expenditure Categories							
PROJECTS							
Salary & Wages Position/Title	(*) FTE	Annual Salary	#1 BART Escorts		#2 Berkeley Guides		Total
			(*) FTE	Amount	(*) FTE	Amount	
Executive Director	1.00	56,000	3%	1,450	1%	600	\$ 2,050
Administrative Director	1.00	42,500	3%	1,450	1%	400	\$ 1,850
Coordinator	1.00	36,565	0%		8%	3,000	\$ 3,000
Supervisors (2)	1.00	2,800	100%	2,800	0%		\$ 2,800
Senior GUIDE	0.40	33,042	0%		6%	2,000	\$ 2,000
Part Time GUIDE	0.20	20,000	0%		4%	800	\$ 800
Part Time Escorts	0.10	6,750	100%	6,750	0%		\$ 6,750
Accounting		4,000	9%	350	1%	32	\$ 382
Page Sub-Totals				\$ 12,800	0.21	\$ 6,832	\$ 19,632
			2.15		0.00		\$ -

Community Agency
 Composite Program Budget
 Expenditure Categories & Benefits Detail
 (Services Provided to Berkeley Residents Only)

Page 3 of 4

Expenditure Categories		#1 BART Escorts		#2 Berkeley Guides		#3		Total	
Salary & Wages Position/Title	(* FTE)	Annual Salary	(* FTE)	Amount	(* FTE)	Amount	(* FTE)	Amount	
Salary Sub-Total			2.15	\$ 12,800	0.21	\$ 6,832	0.00	\$ -	\$ 19,632
Benefits									
FICA 6.2% up to \$84,900									-
Medi-care 1.45% unlimited									-
Workers Comp				1,536	12%	816			2,352
Health Insurance				1,792	14%	952			2,744
Dental Insurance				300		300			600
Other:									-
Benefits Sub-Total				\$ 3,628		\$ 2,068		\$ -	\$ 5,696
Salaries & Benefits Total				\$ 16,428		\$ 8,900		\$ -	\$ 25,328

Community Agency
 Composite Program Budget
 Revenue Sources & Expenditure Categories Detail
 (Services Provided to Berkeley Residents Only)

Exhibit B
 Page 4 of _____

Expenditure Categories (CDBG, ESG, General Fund, CSBG)	#1 BART Escort	#2 Berkeley Guides	#3	Total
PROJECTS / PROGRAMS				
Services & Supplies				
Rent	350	50		\$ 400
Utilities	200	50		\$ 250
Insurance	750	200		\$ 950
Telephone	150	350		\$ 500
Postage	150	50		\$ 200
Printing	500	250		\$ 750
Travel				\$ -
Supplies		50		\$ 50
Other: Equipment	1,115	100		\$ 1,215
Other:				\$ -
Services & Supplies Sub-Total	\$ 3,215	\$ 1,100	\$ -	\$ 4,315
Fixed Assets				\$ -
Fixed Assets Sub-Total	\$ -	\$ -	\$ -	\$ -
Salaries & Benefits Sub-Total	\$ 16,428	\$ 8,900	\$ -	\$ 25,328
Total Budget	\$ 19,643	\$ 10,000	\$ -	\$ 29,643

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2005

PRODUCER (661) 327-3111 FAX (661) 327-1262
 Thomas E Mestmaker Ins & Assoc
 c/o Wilson, Paves & Assoc
 2300 Bahamas Drive
 Bakersfield CA 93309

INSURED
 Berkeley Boosters Association PAL
 PO Box 17
 Berkeley CA 94701

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

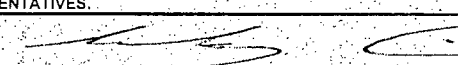
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Ins Company	
INSURER B: National Union Fire Ins	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Abuse <input checked="" type="checkbox"/> Limit \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	4194471	1/1/2006	1/1/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		OTHER Accident Medical	SRG9101690	1/1/2006	1/1/2007	Limit \$50,000 Deductible \$50.00 Per Occurrence

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 City of Berkeley Its Officers, Agents, Volunteers and Employees are named as Additional Insured with respects to the General Liability and only with regards to the operations of the Named Insured.* non payment of premium will result in a 10 day notice of cancellation

<p>CERTIFICATE HOLDER</p> <p>City of Berkeley Its Officers, Agents, Volunteers and Employees 2180 Milvia Street Berkeley, CA 94704</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE Mike Wilson/RP </p>
--	--



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-01-2006

GROUP: 000380
POLICY NUMBER: 000609-2006
CERTIFICATE ID: 13
CERTIFICATE EXPIRES: 01-01-2007
01-01-2006/01-01-2007

CITY OF BERKELEY
PARKS & RECREATION C\O MARK SELEZNOW
2180 MILVIA ST
BERKELEY CA 94704

NB

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

[Signature]

AUTHORIZED REPRESENTATIVE

[Signature]

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-1999 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

BERKELEY BOOSTERS ASSOCIATION (A NON PROFIT CORP.)
PO BOX 17
BERKELEY CA 94701

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/4/2006

PRODUCER (661) 327-3111 FAX (661) 327-1262
 Thomas E Mestmaker Ins & Assoc
 c/o Wilson, Paves & Assoc
 2300 Bahamas Drive
 Bakersfield CA 93309

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Berkeley Boosters Association PAL
 PO Box 17
 Berkeley CA 94701

6724A

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Ins Company	
INSURER B: National Union Fire Ins	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Abuse <input checked="" type="checkbox"/> Limit \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	4194471	1/1/2006	1/1/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		OTHER Accident Medical	SRG9101690	1/1/2006	1/1/2007	Limit \$50,000 Deductible \$50.00 Per Occurrence

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 City of Berkeley Its Officers, Agents, Volunteers and Employees are included as Additional Insureds with respects to the General Liability and only with regards to the operations of the Named Insured. *CANCELLATION FOR NON PAYMENT WILL RESULT IN A TEN DAY NOTICE.

CERTIFICATE HOLDER	CANCELLATION
City of Berkeley, Its Officers, Agents Volunteers and Employees 2180 Milvia Street Berkeley, CA 94704	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Mike Wilson/RP

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

RESOLUTION NO. 57,737 -N.S.

AUTHORIZING FUNDING FOR THE RESPECT PROGRAM ESCORT SERVICE AT THE NORTH AND SOUTH BERKELEY BART STATIONS DURING EVENING COMMUTE HOURS FOR THE PERIOD NOVEMBER 1 THROUGH DECEMBER 31, 1994, AND EXECUTION OF AN AMENDMENT TO THE AGREEMENT WITH BERKELEY BOOSTERS AND BREAK THE CYCLE TO INCLUDE THESE SERVICES

BE IT RESOLVED by the Council of the City of Berkeley as follows:

That the City Manager is hereby authorized to provide funding for the RESPECT Program Escort Service at the North and South Berkeley BART Stations during evening commute hours for the period November 1 through December 31, 1994 in an amount not to exceed \$15,000, to escort commuting residents to their cars and homes and to assist in forming groups of residents to walk with one another to their destinations; and that during this time the City Manager shall (1) contact BART regarding sharing of financial support and (2) present to the Council the results of a program evaluation and a recommendation regarding the continuance of the service.

FURTHER RESOLVED that the City Manager is authorized to execute an amendment to the agreement with Berkeley Boosters and Break the Cycle to cover these services; a record signature copy of the amendment to be filed in the Office of the City Clerk.

Copies sent 11/4/94

To: Health & Human Services
City Manager
Independent Task Force
on Homelessness

RESOLUTION

No. 57,737 N.S.

Dated November 1, 1994

Adopted by the Council of the City of Berkeley by the following vote:

Ayes: Councilmembers Collignon, Dean, Maio, Olds, Shirek, Spring, Wainwright,
Woodworth and President Leiter.

Noes: None.

Abstaining: None.

Absent: None.

JEFFREY S. LEITER
Mayor and President of the Council

Attest: SHERRY M. KELLY
City Clerk and Clerk of the Council

MINUTES
BERKELEY CITY COUNCIL
REGULAR MEETING

November 1, 1994

Section A. Preliminary Matters

1. Roll Call: 7:08 p.m.

Present: Councilmembers Collignon, Dean, Maio, Olds, Shirek, Spring, Wainwright, Woodworth, President Leiter and Acting City Manager Rucker.

Absent: None.

2. Ceremonial Matters:

a. Presentation of the Meritorious Service Award from the California Emergency Services Association to the Hills Emergency Forum.

b. Proclamation proclaiming the week of November 13 through November 20, 1994 as Ecology Center Week in honor of the Ecology Center's 25th Anniversary.

c. Proclamation in observation of Diwali, the Indian New Year.

3. Comments From The Public: 11 speakers heard.

Comments from: Bert J. Mondino, 3010 Shattuck; Carolyn Erbele, 1711 Channing; John Roberts, 2927 Newbury Street; Clifford Fred, 1334 Peralta Avenue; William Rentz, 2262 Summer Street; John Yellen, P. O.Box 13531; Mark Liolios, 1846 Parker Street; John Raina, Jr., 1455 Stannage Avenue; Nancy Bickel, 1522 Summit; Dan Craig, 2230 Shattuck Avenue; Arash Davallon, 2601 Channing Way #309.

4. Consent Calendar: Various actions to remove, withdraw, and/or continue items as noted in specified sections.

5. Report-Closed Session: No report

Section B. Action On Minutes

Meeting of October 4 (spec. closed) and October 4 (reg.), 1994

Action: Approved Minutes of October 4, 1994 regular meeting. Continued Closed Session minutes to next meeting.

Motion:

Moved, seconded, carried (Wainwright/Spring) to take the action shown above.

Section D. Consent Calendar

The Second Reading of Ordinances was moved to the Consent Calendar by Councilmember Collignon, moved for adoption by Councilmember Wainwright and seconded by Councilmember Woodworth, and adopted by unanimous vote of the Council unless otherwise stated:

1. **Amending Section 5 of Ordinance No. 5061-N.S. Transfer Tax (Section 7.52.060 of the Berkeley Municipal Code), to extend the time limit on the completion of seismic work for purposes of the seismic retrofit exemption.**
Action: Adopted Ordinance No. 6262-N.S. Effective: December 1, 1994
2. **Authorizing the City of Berkeley to vacate a 5-foot wide sewer easement located at 1197 Cragmont and authorizing the execution of related quitclaim deed to Douglas and Patricia Hill.**
Action: Adopted Ordinance No. 6263-N.S. Effective: December 1, 1994

Section D. Consent Calendar

The Consent Calendar was moved by Councilmember Wainwright, seconded by Councilmember Woodworth, and adopted by unanimous vote of the Council unless otherwise stated:

(a) From City Manager:

1. **Needle Exchange Emergency Distribution**
Recommendation: Adopt a Resolution reviewing and confirming the continued existence of a local emergency with regard to HIV transmission from use of HIV-infected needles among injection drug users, and authorizing the Director of Public Health to take steps to enable the operation of needle exchange emergency distribution. Expense: None
Action: Adopted Resolution No. 57,733 -N.S.

2. **Contract: X-Rays And Laboratory Services**
Recommendation: Adopt a Resolution authorizing a contract with Alta Bates Medical Center for X-rays and laboratory services for calendar years 1993 and 1994; and authorizing execution of any amendments.
Expense: Not to exceed \$17,500 per each contract year
Action: Adopted Resolution No. 57,734-N.S.
3. **Contract: Sanitary Sewer Replacement Project**
Recommendation: Adopt a Resolution approving the Plans and Specifications for Sanitary Sewer Replacement Project Sub-Basin 11-107A at Santa Barbara Road, Indian Rock Avenue, Shattuck Avenue and Visalia Avenue; accepting the bid and awarding a contract to Woods Construction Company. Expense: \$529,511
Action: Adopted Resolution No. 57,735-N.S.
4. **Application: PG&E Energy Advantage Program**
Recommendation: Adopt a Resolution authorizing the City Manager to submit an application to the PG&E Energy Advantage Program for participation in its energy efficiency project support and low-cost financing program and accept funds, if awarded, and execute the resultant agreement and any amendments.
Revenue: Annual Net Savings: \$53,000 after Loan Repayment in year 6 of the Agreement.
Action: Adopted Resolution No. 57,736-N.S.

(b) From Mayor and Council:

1. **Trash Pick Up Time On Bowditch And Channing**
From: Councilmember Carla Woodworth
Recommendation: That Council direct the City Manager to modify pick-up times on Bowditch and Channing at the request of the residents. Expense: None
Action: Approved recommendation.
2. **Funding For RESPECT Escort Service For Two Months**
From: Councilmembers Linda Maio, Maudelle Shirek and Mayor Jeffrey Leiter
Recommendation: That Council provide two months of funding for the RESPECT Program Escort Service at North Berkeley and South Berkeley BART stations during the evening commute hours to escort commuting residents to their cars and homes, and to assist in forming groups of residents to walk with one another to their destinations, during which time the City Manager will 1) contact BART regarding sharing of financial support ; and 2) present to the Council the results of a program evaluation and a recommendation regarding the continuance of the service
Action: Approved recommendation. Adopted Resolution No. 57,737-N.S.

(c) From Others:

1. Review Of Sanitary Sewer Fund Billing

From: City Auditor Anna Rabkin

Recommendation: That Council request report back by January 31, 1995 on implementation of audit recommendations to collect over \$3 Million estimated owing to the Sanitary Sewer Fund. Revenue: Estimated owing \$3,050,000 to \$3,335,000

Contact: Anna Rabkin, City Auditor, 644-6440

a. City Manager Report For Information

Action: Removed from Consent Calendar for discussion by Councilmember Dean. Approved recommendation. Requested the City Manager report back regarding possible exemptions for businesses impacted negatively by work on sewer reconstruction.

Motion:

Moved, seconded, carried (Dean/Collignon) to take the action shown above.

2. Review Of Engineering Permittee's Compliance With Business License Requirements

From: City Auditor Anna Rabkin

Recommendation: That Council request the City Manager to report by February 1995 on implementation of procedures at permit issuing offices to ensure equitable compliance with the Business License Tax Ordinance.

Action: Approved recommendation.

Section F. Continued or Uncompleted Items

(a) From City Manager:

1. Allocation of \$60,000 Repaid By Redevelopment Agency Under Repayment Agreement For 3000 Block Of Sacramento Street To Housing Trust Fund (Continued from 10/4/94, Item G(a)1)

Recommendation: Adopt a Resolution which 1) approves allocation of funds repaid by the Agency under the Repayment Agreement for the 3000 Block of Sacramento Street Project to the Housing Trust Fund and 2) directs the City Manager to include allocation to the Housing Trust Fund in the next amendment to the Appropriation Ordinance for Fiscal Year 94-95. Expense: \$60,000

Action: Moved to Consent Calendar by Councilmember Dean. Adopted Resolution No. 57,738-N.S.

2. **Reduction Of Interest Rate On Loan From The City To The Redevelopment Agency For Development Of The 3000 Block Of Sacramento Street (CR#93-086) (Continued from 10/4/94)**
Recommendation: Adopt a Resolution authorizing City Manager to amend the Repayment Agreement between the City and the Redevelopment Agency for development of the 3000 Block of Sacramento Street to reduce the interest rate charged by the City. Repayment to the General Fund: \$555,629
Contact: Neil Mayer, Community Development, 644-6073
Action: Moved to Consent Calendar by Councilmember Dean. Adopted Resolution No. 57,739-N.S.

(b) From Mayor and Council:

1. **Allocation Of Funds For The Ohlone Mural (Continued from 10/25/94, Item D(b2))**
From: Councilmember Dona Spring
Recommendation: That Council allocate the \$3,000 approved in the 1994-95 budget (from Measure AA Funds) for the Ohlone Mural (work in progress) to commemorate the Ohlone Indians in Ohlone Park. Expense: \$3,000 has already been allocated and does not involve additional funds.
 - a. City Manager Oral Report
Action: Moved to Consent Calendar by Councilmember Spring. Approved recommendation. Adopted Resolution 57,740-N.S.

Section G. Reports For Action

(a) From City Manager:

1. **Contract: Lenny Goldberg & Associates**
Recommendation: That Council decide whether it wishes to continue its contract with Lenny Goldberg & Associates for legislative representation on rent control issues and if so, adopt a Resolution authorizing execution of a contract amendment extending the term to September 15, 1995. Expense: \$13,200 from salary savings
Action: All motions failed. No Action taken.
Motion:
Prior to discussion of this item, Mayor Leiter recused himself due to conflict of interest, and turned over the chair to Vice Mayor Collignon.
Councilmember Maio inquired of the City Attorney regarding her potential conflict of interest. The City Attorney indicated a formal advice letter would have to be obtained from the Fair Political Practices Commission (FPPC) in Sacramento; that Councilmembers Maio and Wainwright had the option to participate pending receipt of an opinion from the FPPC. Councilmember Maio stated she would like to wait for the FPPC opinion.
Moved, seconded, failed (Maio/Woodworth) to continue the item until a formal opinion from the FPPC has been obtained. (Ayes - Maio, Shirek, Spring, Woodworth; Noes - Collignon, Dean, Olds, Wainwright; Abstaining - Leiter)
Moved, seconded (Olds/Dean) not to continue the contract and wait until there

is some issue on rent control proposed in Sacramento and then select a consultant on a monthly basis.

Upon further discussion, Councilmember Dean added an amendment, to refer this issue back to the Rent Stabilization Office.

Upon call of the roll, the motion failed. (Ayes - Collignon, Dean, Olds; Noes - Shirek, Spring, Woodworth; Abstaining - Maio, Wainwright, Leiter)

2. **Contract: Provision Of Licensed Drug/Alcohol Social Model Residential Recovery Home Bed Days To Individuals Referred By Berkeley Mental Health**
Recommendation: Adopt a Resolution authorizing the City Manager to execute a contract with Bi-Bett Corporation, for the provision of 1,095 licensed drug/alcohol social model residential recovery home bed days to individuals referred by Berkeley Mental Health from December 1, 1994 through November 30, 1995, and authorizing a two-month advance payment. Expense: \$50,000
Action: Adopted Resolution No. 57,741-N.S.
Motion:

Moved, seconded (Olds/Wainwright) to renegotiate this contract so that clarity can be obtained in the bidding process and Berkeley businesses will have a chance to be considered; that the item be brought back for reconsideration.

Moved, seconded, carried (Collignon/Maio) a substitute motion, to approve the City Manager's recommendation. (Noes - Olds)

3. **Presentation And Adoption Of The Proposed Downtown Berkeley Public Improvements Plan and Mitigated Negative Declaration**
Recommendation: Adopt a Resolution adopting both the 1994 Downtown Berkeley Public Improvements Plan for public infrastructure improvements and the Mitigated Negative Declaration per the California Environmental Quality Act (CEQA)
Expense: Estimated to be between \$7 and \$8 Million
a. Board of Library Trustees Information Report
b. Planning Commission Report
c. Communications
Action: Adopted Resolution No. 57,742-N.S. and referred issues related to Negative Declaration to the City Manager.
Motion:

Mayor Leiter recused himself from participation due to conflict of interest and turned the chair over to Vice Mayor Collignon.

Moved, seconded, carried (Olds/Shirek) to take the action shown above.
(Abstaining - Leiter)

(c) From Others:

1. **Sather Gate Retrofit Project -- Recommendation To Study Alternative Design Work**

From: Citizens Budget Review Commission

Recommendation: That the City Manager authorize that the alternative study in parallel with the additional design work that is about to begin on the existing steel option.

a. **City Manager Report**

Recommendation: That Council not reject current bids for the project as designed by Degenkolb Engineers. Expense: Rejection of bid could result in loss of \$1,300,000 in FEMA monies and possible legal action by contractors/subcontractors.

Action: Approved the City Manager's recommendation not to reject current bids and continue with the project.

Motion:

Moved, seconded (Collignon/Shirek) to approve the City Manager's recommendation.

Moved, seconded, failed (Woodworth/Dean) to approve the Citizens Budget Review Commission's recommendation. (Ayes -Dean, Olds, Woodworth; Noes - Collignon, Maio, Shirek, Spring, Leiter; Abstaining - Wainwright)

The main motion carried. (Ayes - Collignon, Maio, Shirek, Spring, Woodworth, Leiter; Noes - Dean, Olds, Wainwright)

Section H. Reports For Information

(c) From Others:

1. **Measure O**

From: Peace & Justice Commission

Action: Received and filed.

Section I. Priority Items (Set For Certain)

**1. PUBLIC HEARING REGARDING ZONING APPEAL, 2109 CEDAR STREET
(Continued from 10/18/94, Item I.3)**

- a. Appeal filed by Charles Forline against the decision of the Zoning Adjustments Board which denied without prejudice (1) Use Permit under Section 9E.2(e) to establish a food service in an existing retail commercial space and (2) Variance under Section 9E.8(b)(2) to establish a food service without providing the required one additional off-street parking space (Submitted 9/20/94)
- b. Zoning Adjustment Board Report (Submitted 9/20/94)
- c. Communication from Charles Forline (submitted 9/20/94)

Action: Closed public hearing. Adopted Resolution No. 57,743-N.S. overruling the Zoning Adjustments Board's decision and granting the Use Permit and Variance based on findings and subject to conditions contained in the City Manager's report which was submitted for this meeting.

Motion:

Moved, seconded, carried (Wainwright/Maio) to close the public hearing.

Moved, seconded, carried (Olds/Dean) to overrule the Zoning Adjustments Board's decision and grant the Use Permit and Variance based on findings and subject to conditions contained in the City Manager's report.

Section J. Communications

The following communications were read, noted and filed, unless otherwise shown:

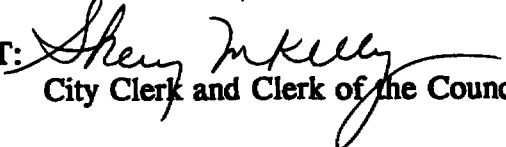
- 1. Mila Tolbert, Co-Chair, Oakland & March McGaugh, Co-Chair, Berkeley, The Association Of Concerned Neighbors Of Bateman-Fairview Park, regarding the AHA/BOSS proposal for a halfway house at 2350 Woolsey Street.
- 2. Communications in support of proposed Rose Street residence for AIDS patients:
 - a. Joyce Kraus, 1510 Summit Road
 - b. Bryan Uhlewbrock, 287 Hanover Avenue, Oakland, CA.
 - c. Sue Friday, 5361 Manila Avenue, Oakland, CA.
 - d. Leon Moffett, 287 Hanover Avenue, Oakland, CA.
 - e. Carol Mosher, Berkeley Friends Meeting
 - f. David C. Barrows, 240 Grand Avenue #24, Oakland, CA.
 - g. Lucy Jane Bledsoe, 1226 Cedar Street
 - h. Patricia E. Mullan, 1226 Cedar Street
- 3. Richard Katz, 39th Assembly District, State Capitol, Sacramento, CA., regarding Domestic Partners Registry bill.
- 4. Rick Crispino, Executive Director, P. O. Box 3780, copy of letter to Department of Health and Human Services Mental Health Division, announcing Bonita House has been chosen as one of six projects nationwide to receive a second round of funding through the Cooperative Agreements for Federal CMHA/CSAT Collaborative Demonstration Program for Homeless Individuals.

5. **Petition filed with the Berkeley City Clerk, with recommendations from John Yellen at the request of Councilperson Linda Maio at the Council meeting of Oct. 18, 1994 regarding proposed removal of residential Street Sweeping Program Westbrae/Gilman Commercial District. Referred to the City Manager by Councilmember Maio.**
6. **Connie Silvey, 1411 Gilman Street, regarding a proposed casino at the foot of Gilman Street.**
7. **Tra-My Culp, regarding the need for a left turn light at the intersection at University and San Pablo Avenue. Referred to the City Manager by Councilmember Maio.**
8. **Charles Smith, 61 San Mateo Road, submitting article entitled " Bicycles and Buses".**

Section K. Adjournment

Adjourned at 10:03 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of November 1, 1994, as approved by the Berkeley City Council.

ATTEST: 
City Clerk and Clerk of the Council

RESOLUTION NO.57,832-N.S.

AUTHORIZING FUNDING FOR THE RESPECT PROGRAM ESCORT SERVICE AT THE ASHBY AND NORTH BERKELEY BART STATIONS DURING EVENING COMMUTE HOURS FOR THE PERIOD FEBRUARY 1 THROUGH MARCH 25, 1995, AND EXECUTION OF AN AMENDMENT TO THE AGREEMENT WITH BERKELEY BOOSTERS ASSOCIATION TO EXTEND THESE SERVICES.

BE IT RESOLVED by Council of the City of Berkeley as follows:

That the City Manager is hereby authorized to provide funding for the RESPECT Program Escort Service at the Ashby and North Berkeley BART Stations during evening commute hours for the period February 1, 1995 through March 25, 1995 in an amount not to exceed \$13,561, to provide escort services and coordination of safe travel to local destinations.

FURTHER RESOLVED that the City Manager is authorized to execute an amendment to the agreement with Berkeley Boosters Association to include these services; a record signature copy of the amendment to be filed in the Office of the City Clerk.

Copies sent 1/20/95

To: Health and Human Services

R E S O L U T I O N

No. 57,832 N.S.

Dated January 17, 1995

Adopted by the Council of the City of Berkeley by the following vote:

Ayes: Councilmembers Armstrong, Maio, Olds, Shirek, Spring, Wainwright,
Woodworth, Woolley-Bauer and President Dean.

Noes: None.

Abstaining: None.

Absent: None.

SHIRLEY DEAN
Mayor and President of the Council

Attest: SHERRY M. KELLY
City Clerk and Clerk of the Council

RESOLUTION NO. 58,160-N.S.

AUTHORIZING THE EXECUTION OF A CONTRACT AND ANY AMENDMENTS WITH BERKELEY BOOSTERS INC. FOR THE RESPECT PROGRAM BART ESCORT SERVICE FOR FY 1995-96.

WHEREAS, the RESPECT Program has completed three successful years of service to "at risk" youth and has also established a successful escort program for BART patrons from the Ashby and North Berkeley BART stations during the Standard Time months of November through March; and

WHEREAS, the City of Berkeley has received approximately \$50,000 from BART for one-time equipment costs to support this program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is hereby authorized to execute a contract with the Berkeley Boosters Inc. RESPECT Program to provide an escort service for BART patrons during the months of November 1995 through March 1996 in an amount not to exceed \$45,000 to be paid from budget code 010-4693-440.34-11.

BE IT FURTHER RESOLVED that the Contractor may receive a two-month advance payment.

FURTHER RESOLVED that record signature copies of said contracts and any amendments to be on file in the Office of the City Clerk.

The foregoing Resolution was adopted by the Berkeley City Council on September 12, 1995, by the following vote:

Ayes: Councilmembers Maio, Shirek, Spring, Wainwright and President Dean.

Noes: Councilmember Olds.

Abstain: Councilmembers Armstrong and Woodworth.

Absent: Councilmember Woolley-Bauer.

SHIRLEY DEAN
Mayor and President of the Council

Attest: SHERRY M. KELLY
City Clerk and Clerk of the Council

RESOLUTION NO. 58,636-N.S.

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AND ANY AMENDMENTS WITH BERKELEY BOOSTERS ASSOCIATION FOR THE RESPECT PROGRAM AND THE BART ESCORT SERVICE PROGRAM IN AN AMOUNT NOT TO EXCEED \$87,500 FOR THE PERIOD JULY 1, 1996 TO JUNE 30, 1997

WHEREAS, the RESPECT Program has been successfully providing service to "at risk" youth since 1993; and

WHEREAS, the Program provides classroom education in ethnic diversity in Berkeley, and

WHEREAS, the Program provides escort services from the Ashby and North Berkeley BART Stations during the months of November through March.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is hereby authorized to execute a contract and any amendments with Berkeley Boosters Association to provide services to "at risk" youth under the RESPECT Program and Escort Service from Ashby and North Berkeley BART Stations during the months of November through March in an amount not to exceed \$87,500 from budget code 010-4676-440.34-11 for the period July 1, 1996 to June 30, 1997.


BE IT FURTHER RESOLVED, that Berkeley Boosters Association shall receive a two-month advance payment. A record signature copy of said contract and any amendments are on file in the Office of the City Clerk.

The foregoing Resolution was adopted by the Berkeley City Council on September 17, 1996, by the following vote:

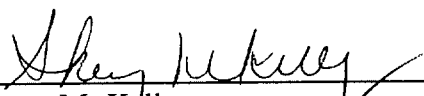
Ayes: Councilmembers Armstrong, Maio, Olds, Shirek, Spring, Wainwright, Woodworth, Woolley-Bauer and President Dean.

Noes: None

Absent: None.



Shirley Dean
Mayor and President of the Council

Attest: 

Sherry M. Kelly
City Clerk and Clerk of the Council

RESOLUTION NO. 59,012-N.S.

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AND ANY AMENDMENTS WITH BERKELEY BOOSTERS ASSOCIATION FOR THE RESPECT PROGRAM AND THE BART ESCORT SERVICE PROGRAM, IN AN AMOUNT NOT TO EXCEED \$87,500 FOR THE PERIOD JULY 1, 1997 THROUGH JUNE 30, 1998

WHEREAS, the RESPECT Program has been successfully providing services to "at risk" youth since 1993; and

WHEREAS, the Program provides classroom education in ethnic diversity in Berkeley; and

WHEREAS, the Program provides escort services from the Ashby and North Berkeley BART Stations during the months of November, 1997 through March, 1998.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is hereby authorized to execute a contract and any amendments with Berkeley Boosters Association to provide services to "at risk" youth under the RESPECT Program, and Escort Service from Ashby and North Berkeley BART Stations during the months of November, 1997 through March, 1998 in an amount not to exceed \$87,500 from budget code 010-4676-440.34-11 for the period July 1, 1997 to June 30, 1998.


BE IT FURTHER RESOLVED, that Berkeley Boosters Association shall receive a two-month advance payment. A record signature copy of said contract and any amendments to be on file in the Office of the City Clerk.

The foregoing Resolution was adopted by the Berkeley City Council on June 10, 1997, by the following vote:

Ayes: Councilmembers Armstrong, Breland, Maio, Olds, Shirek, Spring, Woolley, Worthington and Mayor Dean.

Noes: None.

Absent: None.


Shirley Dean, Mayor

Attest: 
Sherry M. Kelly, City Clerk



RESOLUTION NO. 62,124-N.S.

RESOLUTION ADOPTING THE CITY OF BERKELEY BUDGET FOR FISCAL YEAR 2004

WHEREAS, on May 13, 2003 the City Manager presented to the Council a Proposed Biennial Budget for fiscal years 2004 and 2005, and

WHEREAS the City Manager's Proposed Budget included a specific balancing plan to address the projected budget deficits for FY2004, a contingency plan for additional reductions in the event of mid-year impacts from the State Budget, and preliminary reduction proposals to address the looming FY2005 deficit; and

WHEREAS, the City Council held a series of meetings to consider the Proposed Budget, including public hearings held on May 20th, 2003 and June 17th 2003, and;

WHEREAS, members of the City Council presented recommended revisions to the Proposed Budget at the Council meeting of June 10th and the Special Meeting of June 17th, and;

WHEREAS, in addition to formal budget adoption, Council action is required to authorize two-month advances for selected community agencies receiving City funds in FY2004;

NOW THEREFORE, BE IT RESOLVED that City Council approves the FY2004 Budget as contained in the City Manager's Proposed FY2004 & FY2005 Budget, presented on May 13th, 2003 (Attachment A and Attachment A - Exhibit 1), and amended by the City Council on June 24th, 2003 (Attachment B), including the reallocation of up to \$140,000 in Bicycle Plan Implementation funds for construction on new, permanent and landscaped traffic circles.

BE IT FURTHER RESOLVED, that the appropriations constituting the FY2004 Adopted Budget will be reflected in a separate FY2004 Annual Appropriation Ordinance, as required by City Charter.

BE IT FURTHER RESOLVED, that the City Council adopts the contingency plan (Attachment A - Exhibit 2) consisting of additional budget reductions that may be needed in order to address potential adverse impacts from the FY2004 State Budget, provided that the City Manager will present a report to the City Council assessing the impacts of the State Budget and, if needed, recommending mid-year balancing measures prior to implementing any of the contingency plan reductions.

BE IT FURTHER RESOLVED, that the City Manager is directed to ensure that salary savings from vacant positions be held in reserve to help further buffer any adverse impacts from the State Budget; and be it

BE IT FURTHER RESOLVED, that the City Council commits to a series of city-wide priority-setting discussions to inform development of recommendations to address the looming \$8 million General Fund deficit projected for FY2005.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute contracts and/or amendments, as necessary, to provide two-month advances to selected community agencies receiving City funds in FY2004, as reflected in Attachment C.

BE IT FURTHER RESOLVED, that the City Manager is authorized to finalize and submit the Community Action Plan for the Community Services Block Grant for 2004.

The foregoing Resolution was adopted by the Berkeley City Council on June 24, 2003 by the following vote:

Ayes: Councilmembers Breland, Hawley, Maio, Spring, Worthington, Wozniak and Mayor Bates.

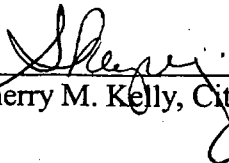
Noes: Councilmember Olds.

Abstain: Councilmember Shirek.

Absent: None.



Tom Bates, Mayor

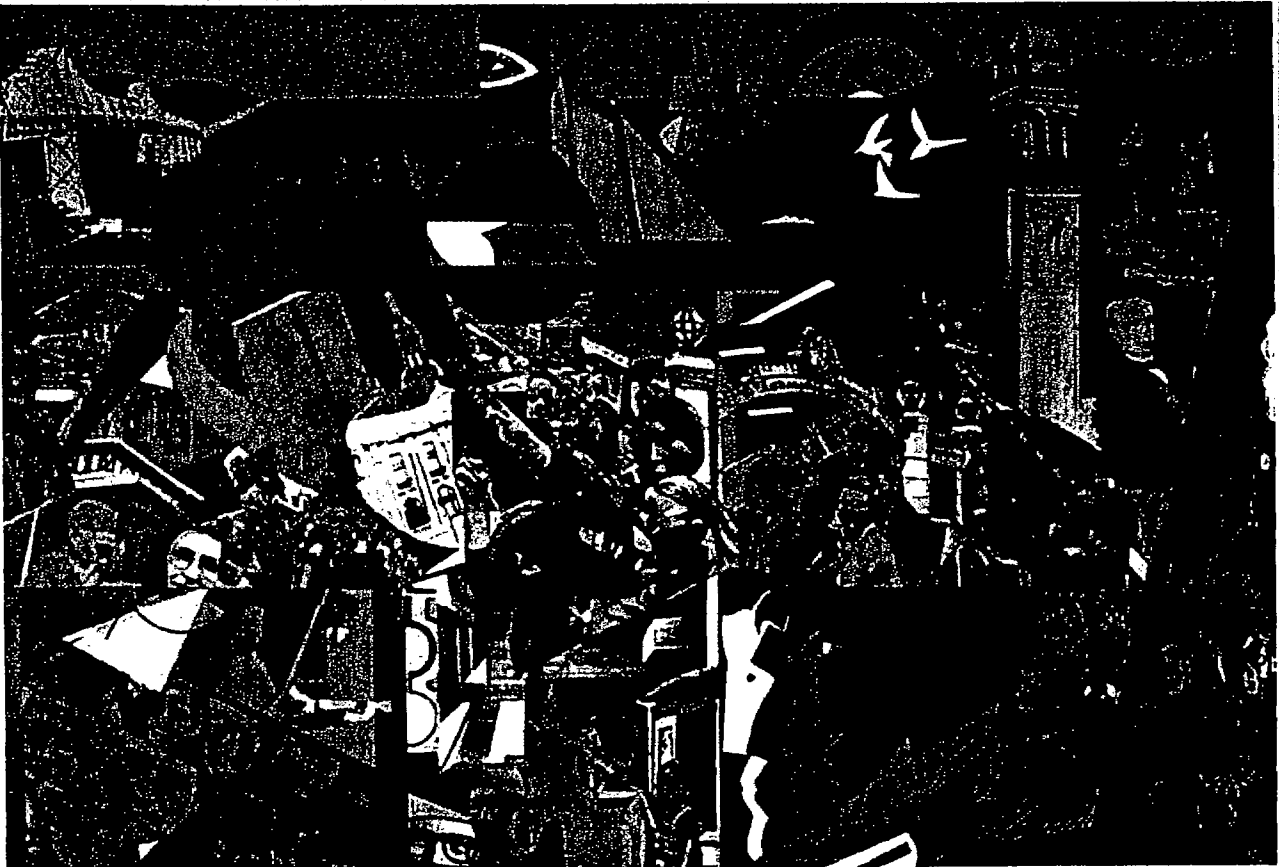
Attest: 

Sherry M. Kelly, City Clerk

ATTACHMENT A

CITY OF BERKELEY

Please refer to Department File copy or online at:
<http://www.ci.berkeley.ca.us/citycouncil/2003citycouncil/packet/budget/>



PROPOSED FY 2004 & FY 2005 BIENNIAL BUDGET

City Manager's
Budget Reductions Proposals
FY 2004

Fund	Department	Division	Description	STAFFING		FY2004 Reductions	Dollars
				FTE	F/A		
GENERAL FUND - Recurring Reductions							
<i>Fund Transfer (from General Fund to Other Funds)</i>							
	Fire	Emergency Services	Transfer staff costs to Measure Q - Emergency Fire Equipment			\$ 50,000	
	HHS	Environmental Health	Office Specialist II-Shift 18% costs to Sewer Fund			26,746	
	HHS	Mental Health	Transfer General Fund costs to MH Realignment funds			331,823	
	HHS	Public Health	Transfer General Fund costs to other funds			154,213	
	Housing		Housing Trust Fund / Shift to CDBG (RHIP Fees)			130,000	
	Housing		Transfer funding for .15 Sr. Planner to Permit Fund			10,000	
	Human Resources	Administration	Transfer 10% of Director salary and IS Support Technician to Training Funds			29,088	
	PRW		Transfer .20 of OSII to Playground Camp Fund			11,649	
	Planning	Toxics	Reallocate labor costs to other funds			15,254	
	Transportation	Administration	Shift staffing costs to Off-Street Parking Fund			30,600	
			Sub-Total Transfers			\$ 788,773	

Attachment A
EXHIBIT - 1

City Manager's
Budget Reductions Proposals
FY 2004

Expend. Category	Program	Description	FTE	Class	Reduction	Dept. Total
Expenditure Reductions						
Citywide	Facilities Maintenance	Reduce Citywide Facilities Maint. Costs			\$ 50,000	
Citywide	Fleet Maintenance	Reduce Fleet Costs / No. of Vehicles and Maint. Costs			75,000	
Citywide	Administrative Overhead	Telephones / Pagers/ Cell Phones			80,000	
Citywide	Administrative Overhead	Reduce Citywide Travel Costs (20% Reduction)			40,000	
Citywide		Living Wage Set-Aside			133,000	378,000
City Clerk	Administration	Eliminate Asst. Management Analyst	1.00	V	74,192	
City Clerk	Elections	Reduce Runoff Election costs			15,779	89,971
City Manager	Administration	Delete E-Civis Grant Locator contract			11,000	
City Manager	Neighborhood Services	Delete Asst. to CM	1.00	V	110,689	
City Manager	Neighborhood Services	Delete CIP funding in Neigh. Services			25,000	
City Manager	Animal Services	Delete Animal Services Operations Supervisor	1.00	V	74,780	
City Manager	Program Evaluation	Delete Membership in ICMA Perf. Meas. Project			5,000	226,469
Finance		Eliminate one vehicle			3,226	
Finance		Reduce overtime			25,000	
Finance		Reduce existing contracts			100,000	
Finance		Misc program reductions			65,000	
Finance		Delete 1.0 Sr Field Representative	1.00	V	72,000	
Finance		Delete 2.0 OS/Is / Replace with 1.0 AOS/III (Accounting)	1.00	F	57,401	322,627
Fire	Fire Suppression	Reduce Overtime			50,000	50,000
HHS		Public Health - Delete Comm. Health Worker	1.00	F	47,964	
HHS		Senior Programs - Eliminate 1 vehicle			14,300	
HHS		Eliminate funding for Hourly Administrative Support			11,000	
HHS		Pre-Apprenticeship Program Support			11,430	84,694
Housing		Combine HIV/AIDS Housing & Homelessness Prevention Prog			30,000	
Housing		Reduce funding for Utility Bill Payment Assistance			45,000	
Housing		Eliminate Contract with Ecology Center			40,000	
Housing		Reduce Funding for Community Agencies (5%)			139,000	
Housing		Reduce Sr. Mgmt. Analyst	1.00	V	107,718	
Housing		Reduce Funding to Municipal Renewable Energy Program			76,000	
Housing		Reclass Sr. Mgmt. Analyst to Community Serv. Specialist II		F	27,000	464,718

City Manager's
Budget Reductions Proposals
FY 2004

Fund	Department	Program	Description	FTE	Rate	Reductions	Sworn FTEs
	Human Resources	Administration	Eliminate Dept Vehicle			3,765	3,765
	I/T	Network Support	Re-organization - Network Admin./Help Desk	5.00	F	250,000	250,000
	OED	Economic Development	Eliminate staff position I- Comm Dev. Proj. Coordinator			101,349	
	OED	Arts	Reduce Arts Grants (2.5%)			6,250	
	OED	Arts	Civic Arts - Berkeley Art Center Contract (2%)			1,250	
	OED	Arts	Civic Arts - Community Arts Organizations (10%)			3,100	
	OED	Arts	Civic Arts - N. Shattuck Concerts			5,000	
	OED	Business Assistance	South Berkeley - Misc. Prof. Services			8,700	
	OED	Business Assistance	West Berkeley Market			25,000	
	OED	Business Assistance	North Shattuck Association			15,000	
	OED	Business Assistance	South Berkeley Neighborhood Development Corp.			4,967	
	OED	Marketing	Adjust ConVis Contract (1% of Hotel Tax Revenues)			10,000	
							180,616
	PRW	Aquatics	Close One of Five Pools during Winter Months (Rotating annually)			Unfunded in baseline	
	PRW	Administration	Reduce Unallocated Contract Funds			56,544	
	PRW	Recreation	Eliminate .50 Recreation Activity Leader	0.50	V	23,400	
	PRW	Recreation	Eliminate Citywide Special Programs			19,010	
							98,954
	Planning	Advanced Planning	Reclass Planning positions			13,000	
	Planning	Building & Safety	Delete Senior Mgmt. Analyst	1.00	V	112,530	
	Planning	Current Planning	Reclass positions / Reduce Non-Personnel Costs			29,510	
							155,040
	Police	Community Services	Berkeley Boosters / Guides			19,300	
	Police	Community Services	Berkeley Boosters / Escorts			4,500	
	Police	Customer Service	Second Floor Counter - Reduce 1.0 FTE	1.00	V	73,270	
	Police	Patrol	Reduce Overtime			50,000	
							147,070
	PRC	Police Review Commission	Reduce Non-Personnel Expenditures			2,000	
						\$ 2,453,924	
						\$ 3,242,697	
			Annual	FTE		15.5	
			Sworn FTE			0	
			Cumulative			0	

TOTAL RECURRING GENERAL FUND PROPOSED REDUCTIONS

City Manager's
Budget Reductions Proposals
FY 2004

Fund	Department	Program	Description	STAFFING		FY2004	Total
				FTE	AV	Reductions	

GENERAL FUND - One-Time Extraordinary Reductions

	Reduce Transfer to Public Liability Fund					\$ 373,000	
	Deferral of Capital Program Allocations						
	Streets Capital					375,000	375,000
	Sidewalk Capital					75,000	75,000
	Transportation / New Traffic Signals					120,000	120,000
	Parks ADA Capital					137,500	137,500
	Curb Ramp ADA Capital					37,500	37,500
	City Buildings ADA Capital					37,500	37,500
	TOTAL One-Time General Fund Proposed Reductions					\$ 1,155,500	\$ 782,500

OTHER RESERVES / FUND BALANCES

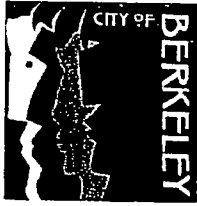
	Cost Savings Strategy						
	Continue Selective Hiring Freeze					\$ 1,000,000	
	Draw-down of Reserves						
	General Fund Reserve						1,000,000
	PERS Super-Fund Savings / Offset Retirement Cost Increase						1,000,000
	Reserves / Other Fund Balances						1,000,000
	Total Available Reserve Balances (to Buffer FY2005 Reductions)					\$ 1,000,000	\$ 3,000,000

City Manager's
Budget Reductions Proposals
FY 2004

Fund Department	Program	Description	STAFFING		FY 2004 Reductions	Total Totals
			FTE	F/V		
NON-GENERAL FUND - Recurring Reductions						
WIA						
HHS	Employment	Funding Reduction In WIA/Employment Programs	2.00	F/V	\$ 150,000	
Mental Health (065)						
HHS	Mental Health	Reduction in Mental Health Programs (FY2005)	3.00			331,823
HHS	Mental Health	Reduce 2.0 Mental Health Clinicians	2.00			152,239
HHS	Mental Health (AB2034)	Reduction in State-funded Grant Program / Homeless	TBD			718,645
Berkeley Housing Authority (205)						
BHA	Public Housing	Reduce Administrative Support for Public Housing	2.00	F/V	150,000	
Measure B Sales Tax (390)						
	Public Works	Reduce Capital Funding Allocation			1,000,000	
Parks Tax (450)						
Parks		Transfer Payroll to other funds			80,850	Transfer
Parks		Transfer Landscape Architect costs to Projects			110,250	Transfer
Parks		Reduce Water Costs (10%)			32,000	
Parks		Reduce Cell Phones/Pagers			5,000	
Parks		Reduce Event Fee Waivers (Portables)			15,000	
Parks		Eliminate 1.0 Landscape Gardener	1.00	V	68,250	
Parks		Eliminate 1.0 Bldg Mtc Mechanic	1.00	V	73,500	
Parks		Eliminate Seasonal Employment Program			54,000	
Parks		Reduce Berkeley Youth Alternatives Contract			20,000	
Parks		Reduce East Bay Conservation Corp Contract			30,000	
Parks		Reduce budgeted overtime by 42%			25,000	
Parks		Reduce budgeted landscape supplies			50,000	
Parks		Eliminate 3 vehicles			30,000	
Parks		Reduce annual CIP funding			20,000	
Streetsight Assessment (470)		Additional Program Reductions				150,000
	Public Works	Reduce Overtime			10,000	
	Public Works	Elimiate Survey Technician	0.40	F	28,243	
Sewer Fund (830)						
	Public Works	Eliminate .5 Survey Technican	0.50	F	35,304	
Clean Storm Water (831)						
	Public Works	Eliminate .1 Survey Technican	0.10	F	7,061	
		Reduce Contract Services			150,000	

City Manager's
Budget Reductions Proposals
FY 2004

Fund	Department	Program	Proposition	STAFFING	FY 2004 Reductions	Dept Totals
	Fleet Maintenance (865)					
	Public Works		TBD		300,000	
	Facilities Maintenance (866)					
	Public Works		Eliminate janitorial overtime		20,000	
	Public Works		Other		80,000	
				7.00	<u>\$ 2,544,458</u>	<u>\$ 1,352,707</u>



Office of the Mayor

Attachment B

Revised Budget Proposal Mayor Tom Bates

June 20, 2003

**Mayor Tom Bates
Revised Budget Proposal
June 20, 2003**

**SUMMARY OF REQUESTED ACTIONS
JUNE 24th CITY COUNCIL MEETING**

Special Session (5 p.m.)

1. Adopt a parking fee structure that will raise \$2.8 million in new revenue.

Regular Session (7 p.m.)

2. Adopt the Manager's Proposed FY 2004 Budget with amendments as indicated in Attachment A.
3. Provide Commission and the City Manager a 60 day review period for all funding allocation increases in excess of \$2500.
4. Create a State Budget Emergency Reserve.

Overview

First, I want to thank city staff, commissioners, and my colleagues for all of the time, energy, and hard work that went into our budget process. I believe we are accomplishing this difficult task in a way that all of Berkeley can be proud.

As we near the end of this year's process, I respectfully put forward this revised budget proposal (included as Attachment A) in an effort to reconcile the various budget requests and suggestions made by Members of the Council and the public. If the Council is amenable, I would like to use this revision as the starting point for our discussion on June 24th.

I believe the budget presented in this revised proposal restores funding to a number of important community services, provides a buffer to protect us from state funding cuts, and keeps our books in balance.

Revenue Available

The Council will make its final decision on new parking fine revenue at the June 24th meeting. In this budget, I am recommending that the Council adopt a fee structure that raises \$2.8 million through increase parking fines. A \$2.8 million increase would raise an additional \$800,000 above the City Manager's recommendation of \$2 million.

Table 1 indicates this additional available revenue.

TABLE 1: Total Additional Revenue Available	
Additional Parking Fine Increase	\$800,000
Unallocated Community Agency Funds	\$115,000
TOTAL FUNDING AVAILABLE	\$915,000

Protect Important Community Services

In this proposal, I have reconciled the various requests made by Council Members and the community. (See attached spreadsheet for the specifics.) With large county and state funding cuts expected this year, it is crucial that Berkeley protects front line programs and services.

I add one note of caution to those organizations receiving additional funding under this proposal. If the state adopts a budget that cuts city funding, we may need to revisit these allocations. All organizations should develop contingency plans in case the Council makes emergency funding reductions later this fiscal year.

TABLE 2: Funding Additions by Program	
Arts Programs	\$105,600
Health/ Family/ Community Services	\$226,404
Homeless/ Housing Programs	\$111,435
Youth and Education Programs	\$237,500
Other Funding Increases	\$5,000
TOTAL RESTORATION	\$685,939

- **Arts Programs -- \$105,600**

The City has a vibrant cultural arts community and economy. In this budget, I recommend restoring approximately \$45,600 in arts program funding. I am also recommending \$10,000 for the Office of Economic Development to produce an arts newsletter to help publicize our many wonderful cultural events.

I am recommending that we restore \$50,000 of the cut made in funding for community events. For years, the city has been budgeting costs for community events far below their actual costs. Last year, we spent double the amount that had been budgeted for community events. The City Manager has recommended reducing our expenditures on community events from last year's total of \$269,542 to \$195,000 in fiscal year 2004. The City Manager will return in July with a recommendation on how to determine specific event funding allocations given the adopted budget.

In addition, I am asking the Council to place the funding earmarked for the Black Repertory Theater into a South Berkeley Arts Reserve until a comprehensive report on their organization can be completed.

- **Health/ Family/ Community Services -- \$226,404**

In this budget, I am requesting we add \$226,404 to our budget for health, family, and community services. This funding will improve detox services, help protect families

from domestic violence, help feed seniors, and keep the Ed Roberts Campus facility moving towards permit approval.

- **Homeless/ Housing Programs -- \$111,435**
With County and State cuts to front line homeless and housing programs, I am requesting that the City Council restore \$111,435 to protect these essential services. This funding will help provide food, clothing, and employment services to our homeless population. While I am recommending that we restore funding to the Coalition for Alternatives in Mental Health, I request that the Council direct the City Manager to withhold the second six months of funding pending programmatic and structural reforms.
- **Youth and Education Programs -- \$237,500**
In this budget, I am requesting we restore \$95,500 in funding to youth and education programs, including the Berkeley Youth Alternatives, Jubilee, Berkeley Cougars, and the Flaming Five Drill Team. In addition, I have set aside \$72,000 for the Athletes United for Peace (or other organization) to fund a midnight basketball program. If the Council approves this earmark, I would ask Athletes United and other organizations to submit proposals through the relevant Commission and staff review.

I am also requesting that \$70,000 be set aside for a Youth Services Volunteer Initiative. In response to a recommendation from the Youth and Education Summit, we are developing a centralized conduit for recruiting and matching community volunteers with youth in the community. This position would work hand-in-hand with the Berkeley Schools Volunteers (BSV), coordinating and matching tutors and mentors with students in need of one on one academic, social and emotional support. BSV would continue to coordinate and train volunteers placed via the schools (classrooms and after school). The **BERKELEY CHAMPIONS FOR KIDS** would focus effort on volunteers who want to work in community-based programs, such as libraries, recreation centers, community-based after school programs, faith-based organizations, neighborhood associations, etc.

Commission and Manager Review

For all allocation adjustments in excess of \$2,500, I request that the Council direct the City Manager and the relevant Commissions to review these allocation changes and report back to the Council with any concerns or recommendations. This review should be completed within 60 days from the budget adoption on June 24th.

If the Manager or Commissions recommend changes, they should be brought to the Council at its first meeting in September. In the interim, programs may request partial funding (up to a two month advance) from the City Manager. That interim funding will be provided at his discretion until the review is complete.

Mayor Bates Revised Budget Proposal

- 5 -

State Budget Emergency Reserve

TABLE 3: Reserves	
State Budget Emergency Reserve	\$229,061

I also recommend setting aside \$229,061 in a "State Budget Emergency Reserve" as a buffer against possible state budget cuts. If any of this funding remains after the state adopts its budget, I request that it be transferred to the Housing Trust Fund and allocated as part of the normal process.

ATTACHMENT A: SUMMARY OF PROPOSED COUNCIL BUDGET ADDITIONS

AMOUNT

	Bates	Breland	Henry	Mazo	Ode	Shirek	Spring	Worthington	Wozniak	June 24 PROPOSAL	Note
Arts Programs											
Arts - Community Organizations	\$ 3,100									\$ 3,100	
Arts - Grants	6,250									\$ 6,250	
Berkeley Arts Center	1,250									\$ 1,250	
OBA Arts - Frost Row							2,500			\$ 2,500	
Shotgun Players	1,000									\$ 1,000	
Integrated Arts for Disabled	1,500						1,500			\$ 1,500	
North Shattuck Music Series							5,000			\$ 5,000	
*AW - Totland	25,000			25,000			25,000			\$ 25,000	
Office of Economic Development -- Arts Newsletter	10,000			10,000						\$ 10,000	
Restore Community Event Funding										\$ 50,000	City Manager will return with expenditure plan.
Black Rep Theater	\$ (22,500)									\$ (22,500)	Place funds in South Berkeley Arts Reserve pending report on the Theater Group.
Arts Subtotal										\$ 105,600	
Health/ Family/ Community Services											
Family Violence Law Center - DV Advocacy Project	\$ 3,800						7,000			\$ 3,800	
Family Violence Law Center - DV & Homelessness Prevention	3,680						Incl.			\$ 3,680	
Habitat	10,250			10,200			10,250		28,000	\$ 28,000	
Community Gardening Collaborative	10,000			10,300			10,000			\$ 10,000	
Center for Independent Living - Employment	3,374									\$ 3,374	
Fresh Choice Ecology Center	10,000						10,000			\$ 10,000	
Japanese American Services	2,450									\$ 2,450	
ERIC - Facility Planning	40,000						25,000			\$ 40,000	
Pacific Center - Facility Planning	25,000									\$ 25,000	
Restore 2 weeks of Summer Recreation Programs	60,000		60,000							\$ 60,000	
Litlong Medical Center - Detox Facility			5,000							\$ 5,000	
San Pablo Park - Climbing Wall			60,000							\$ -	Refer to the City Manager for review.
Restore funding for Mini-Bus Driver and Van		66,900								\$ -	Funding restored in Manager's recommendation
West Berkeley Neighborhood Development Corp.		25,000								\$ 25,000	Provide the second half of their annual funding only if the organization makes structural and programmatic reforms. Set aside funding to offset City Recreation fees increases for low income youth in South Berkeley.
Rec Program Fee Reduction						10,000				\$ 10,000	

Health/ Family/ Community Services									
Subtotal									
									\$ 226,404
Homeless/ Housing Programs									
Berkeley Ecum. Ministries - Arne Carter									
Free Clothing	10,400								\$ 10,400
Berkeley Emergency Food Project - Quarter Meal	27,504		27,504						\$ 18,004
Berkeley Emergency Food Project - Women's Shelter	1,234								
									Amount reduced to reflect Save Safety Net Request.
BOSS - Harrison House	14,550								\$ 4,367
									Current allocation matches organization's request.
									Funding increase restores initial BOSS funding request.
BOSS - Housing Advocacy	21,433								\$ 21,433
									Funding contingent on coordination with other housing advocacy organizations in Berkeley.
Finch - HYC, Houshg Resources Counselor	5,671								\$ 5,671
Housing Rights, Inc - AHAP	15,000		15,000			15,000			\$ 15,000
Jobs for Homeless Consortium - Suicide Clinic	19,000								\$ 19,000
	4,000		4,000			4,000			\$ 4,000
Coalition for Alternatives in Mental Health	13,560	13,500	13,560			13,500		11,000	\$ 13,560
									Provide the second half of their annual funding only if the organization makes structural and programmatic reforms.
Housing Trust Fund- provide addtl. funding			TBD					222,051	
									Move Unallocated Funds to HTF if not needed to buffer state budget cuts this year.
Homeless/ Housing Programs									
Subtotal									
									\$ 111,435
Youth and Education									
BYA - Preschool Program/ After school program									
	27,500		27,500			35,000			\$ 27,500
									Funding not recommended by advisory Commission.
BYA - Performing Arts	15,000		15,000						\$ -
BYA - Twilight Basketball	23,800		23,800						\$ 23,800
BYA - Parks - Youth employment	20,000		20,000						\$ 20,000
Jubilee - Interfaith Youth Initiative	6,000	6,000	6,000			6,000			\$ 6,000
									Earmark funding pending appropriate review of program application.
Athletes United for Peace	72,000		72,000						\$ 72,000
Berkeley Cougars	15,000	15,000				15,000			\$ 15,000
									Earmark funding but leave unallocated pending program development.
Youth Services Volunteer Initiative	70,000								\$ 70,000
Flaming Five Drill Team		3,200							\$ 3,200
									Pending program development.
Youth and Education Subtotal									
									\$ 237,500
Infrastructure									
Sidewalk repair - restores proposed reduction									
			75,000						\$ -
									City Manager reports that current budget is sufficient.
Traffic Circles		Measure B (\$225K)	TBD						\$ -
									Refer use of Measure B funds to Transportation Commission and Manager for review.
Street Smarts Pedestrian Safety Lights						2,500			\$ -
									This funding exists in the budget already. Refer to Manager as to whether this program is best alternative.

OTHER											
Public Financing of Campaigns							50,000			\$ -	Refer this request to City Clerk's on-going research into campaign reform options.
Neighborhood Ombudsman							80,000			\$ -	Program currently under review by Mayor's Permit Task Force. Await those recommendations before funding program.
Increase in Council Members Budget							10,000			\$ 5,000	Supplement for Council Member Spring to accommodate increased staff costs due to disability.
PROGRAM FUNDING TOTAL	\$ 575,906	\$ 128,600	\$ 125,000	\$ 354,364	\$ -	\$ 23,500	\$ 565,601	\$ -	\$ 28,000	\$ 685,939	
REVENUE SOURCES											
Parking Fine Increase										\$ 600,000	
Unallocated Community Funding										\$ 115,000	
TOTAL										\$ 815,000	
STATE BUDGET EMERGENCY RESERVE										\$ 229,061	Maintain reserve to buffer state budget impacts. After state budget adoption, transfer to the HTF.

*City Manager and the relevant Commissions review allocation changes over \$2500 and report back to the Council with any concerns or recommendations.

**City Manager's
Budget Reduction Proposals
FY 2004
Contingency "B" List**

Fund	Department	Program	Description	FTE	F/V	FY Reductions	Dept Totals
General Fund - Recurring Reductions							
<i>Expenditure Reductions</i>							
	Citywide		Reduce Citywide Facilities Maint. Costs			50,000	
	Citywide		Reduce Fleet Costs / No. of Vehicles and Maint. Costs			120,000	170,000
	Attorney		Reduce Legal Secretary	1.00	F	75,000	75,000
	City Clerk		Eliminate Assistant City Clerk	1.00	F	57,362	57,362
	City Manager		Delete NewsScan Service			24,900	
	City Manager		Delete Senior Staff Position	1.00	V	153,538	
	City Manager		Delete CIP funding in Neigh. Services			50,000	
	City Manager		Reduce Unallocated funding - Animal Services			35,000	
	City Manager		Delete Sr. Management Analyst	1.00	F	75,000	
	City Manager		Berkeley Alliance			80,000	418,438
	Finance		Delete 1.0 Assistant Magment Analyst (Customer Service)	1.00	F	93,296	
	Finance		Delete 1.0 Sr Accountant	1.00	V	52,500	
	Finance		Delete 1.0 Programmer Analyst	1.00	F	94,000	239,796
	Fire		Delete Asst. Fire Chief	1.00	V	180,000	
	Fire		Delete Fire Inspector	1.00	V	96,000	
	Fire		Reduce Overtime / Fire Suppression			100,000	376,000
	HHS		Director and Administration - Reduce admin support	0.75	V	44,245	
	HHS		Associate Management Analyst position elimination	1.00	F	86,178	
	HHS		Public Health - Delete P/T Home Service Aides	1.50	F	81,212	
	HHS		Senior Programs - Delete Mini Bus Driver	1.00	F	52,622	
	HHS		Reduce 50% Senior Service Assistant	0.50	V	29,286	
	HHS		Senior Programs - Restructure Operations	2.20		164,342	
	HHS		Employment and Youth - Reduce Youth Services Advisor	0.50		22,034	
	HHS		Employment Specialist	0.50	F	30,319	510,238
	Housing		Reduce Funding for Community Agencies (addtl. 5%)			139,000	
	Housing		Eliminate Housing Inspector and Permit Specialist	2.00	F/V	66,005	205,005
	Human Resources		Eliminate Professional Position (TBD)	1.00	V	83,822	83,822

Attachment A
EXHIBIT - 2

**City Manager's
Budget Reduction Proposals
FY 2004
Contingency "B" List**

Fund	Department	Program	Description	FTE	FM	Reductions	Dept. Totals
	UT		Delete Sr. Management Analyst / Telecommunications	1.00	F	100,095	100,095
	OED		Admin. - Reduce Admin Support Line Items			58,301	
	OED		Reduce Arts Grants			56,250	
	OED		Civic Arts - Reduce Berkeley Art Center Contract (10%)			4,373	
	OED		South Berkeley - Misc. Prof. Services			10,875	
	OED		Econ./Sustainable Development - WBAIC			4,000	
	OED		Econ./Sustainable Development - SBA			10,000	
	OED		Telegraph Avenue Association			4,050	
	OED		Alameda County Economic Development Advisory Board			2,774	150,623
	PRW		Reduce YAP Non-Personnel Costs			15,000	
	PRW		Reduce Fee Waivers for Facility Rentals			10,000	
	PRW		Eliminate 1.0 OSII for YAP Program	1.00	F	65,100	
	PRW		Reduce Summer Programs			56,000	
	PRW		Eliminate 1.0 Asst. Recreation Coordinator	1.00	F	55,000	
	PRW		Delete One Admin.	1.00	F	100,000	301,100
	Police		Eliminate Berkeley Boosters / Guides			173,700	
	Police		Eliminate Berkeley Boosters / Escorts			40,500	
	Police		Reduce Overtime			150,000	
	Police		Special Enforcement Unit	2.00	V	278,998	
	Police		Property Crimes Unit	1.00	V	139,499	
	Police		School Resource Officers	1.00	V	139,499	922,196
	PRC		Reduce Clerical support	0.87		50,440	50,440
CITY-WIDE GENERAL FUND PROPOSALS						\$ 3,660,115	
A List Reductions						\$ 3,242,697	
Cummulative Reductions						\$ 6,902,812	
Annual		FTE			28.82		
Cumulative		FTE			44.32		
Sworn FTE					6		
Cumulative		FTE			6		

COMMUNITY AGENCY ADVANCES

Attachment C

AGENCY NAME	DEPT	FY 2004 Contract	FY 2004 Advance
1 Affordable Housing Assoc.	Housing	102,211	25,553
2 Ala Costa Center	Housing	32,839	16,420
3 AC Homeless Action Ctr.	Housing	42,700	21,350
4 Asian for Jobs Oppor.	Housing	156,000	39,000
5 Bay Area Comm. Resrcs.	Housing	17,000	8,500
6 Bay Area Hispano Inst.	Housing	116,803	29,201
7 B A O R P	Housing	28,047	14,023
8 Berkeley Adult School	Housing	27,560	13,780
9 Berk-Albany Licensed Day Care	Housing	287,500	71,875
10 Berkeley Arts Center Assoc	OED	54,977	9,163
11 Berkeley Booster Escort	Police	40,500	6,750
12 Berkeley Booster Guides	Police	173,585	28,931
13 Berkeley Community Media	IT	279,000	65,375
14 Berkeley Convention & Visitors Bureau	OED	228,375	38,063
15 Berkeley Dispute Resolution Serv.	Housing	77,700	19,425
16 Berk. Ecum. Min. Found.	Housing	52,000	13,000
17 Berk. Food & Housing Proj.	Housing	489,308	122,327
18 Berkeley Place	Housing	24,826	12,413
19 Berk. Youth Alternatives	Housing	80,720	20,180
20 Bonita House	Housing	25,020	12,510
21 Black Repertory Group	Housing	22,500	11,250
22 Building Opp. For Self-Sufficiency	Housing	437,129	94,282
23 Center for Access & Tech.	Housing	6,000	6,000
24 Center for Ind. Living	Housing	200,040	50,010
25 Christmas in April	Housing	110,360	19,742
26 Coal. for Alter. in Mental Health	Housing	75,000	18,750
27 Comm. Energy Services Corp.	Housing	338,097	84,524
28 Dorothy Day House	Housing	30,888	15,444
29 East Bay Asian Youth	Housing	293,494	73,374
30 East Bay Comm. Law Center	Housing	20,800	10,400
31 Easy Does It	Housing	688,948	172,237
32 Eden Council for Hope and Opp.	Housing	184,339	46,085
33 Ephesian Child Care Center	Housing	116,096	29,024
34 Family Violence Law Center	Housing	33,120	16,560
35 Family Violence Law Center	Police	39,000	6,500
36 Fred Finch Youth Center	Housing	43,250	21,625
37 Housing Rights, Inc.	Housing	35,147	17,574
38 Inter City Services	Housing	141,229	35,307
39 Japanese America Servs.	Housing	22,050	11,025
40 Jubilee Restoration	Housing	82,400	20,600
41 Lifelong Medical Care	Housing	280,401	66,350
42 Luther Church of the Cross	Housing	15,000	7,500

COMMUNITY AGENCY ADVANCES

Attachment C

AGENCY NAME	DEPT	FY 2004 Contract	FY 2004 Advance
43 McGee Ave. Baptist Church	Housing	21,611	10,806
44 Multi Cult. Institute	Housing	115,782	28,946
45 New Bridge Foundation	Housing	135,000	33,750
46 New Light Sr. Citizens, Inc.	Housing	83,150	20,788
47 Nia House Learning Center	Housing	36,471	18,236
48 Northern Cal. Land Trust	Housing	25,000	12,500
49 Options Recovery Services	Housing	54,304	13,576
50 Pac. Ctr. for Human Growth	Housing	27,000	13,500
51 Resources for Comm. Dev.	Housing	141,750	35,438
52 Saint John's Child Care	Housing	26,834	13,417
53 Sick Child Care Program	Housing	32,000	16,000
54 South Berk. Comm. Church	Housing	55,000	13,750
55 Stiles Hall	Housing	27,680	13,840
56 Telegraph Avenue Association	OED	54,000	9,000
57 Through the Looking Glass	Housing	35,000	17,500
58 Tinkers Workshop	Housing	20,000	10,000
59 United for Health	Housing	13,374	6,687
60 Women's Daytime Drop In Ctr.	Housing	87,710	21,928
61 Women's Employ. Res. Corp.	Housing	43,367	21,684
62 Women's Refuge, Inc.	Housing	21,060	10,530
Subtotal		6,608,052	1,763,878
Agencies Added via Budget Amendments			
a) Young Artists Workspace	Parks	25,000	4,166
b) Habitat	Parks	28,000	4,666
c) Community Garden Collaborative	Parks	10,000	1,666
d) Fresh Choice Ecology Center	Housing	10,000	1,666
e) Ed Roberts Campus	Housing	40,000	6,666
f) Pacific Center for Human Growth	Housing	25,000	4,166
g) West Berkeley Neighborhood Dev. Ctr.	OED	25,000	4,166
h) Jobs for Homeless Consortium	Housing	19,000	3,166
i) Athletes United for Peace	Parks	72,000	12,000
j) Berkeley Cougars	Parks	15,000	2,500
Subtotal		269,000	44,828
Totals		6,877,052	1,808,706

RESOLUTION NO. 63,166-N.S.

ALLOCATING ANTICIPATED, ONE-TIME GENERAL FUND REVENUE IN THE AMOUNT OF \$898,564 AND APPROVING ADDITIONAL STAFFING FOR PERMIT CENTER ACTIVITY

WHEREAS, the City Council adopted the FY 2006 & FY 2007 Biennial Budget on June 28, 2005; and

WHEREAS, Council referred a number of programs to the FY 2006 budget process (Exhibit A) for continued funding; and

WHEREAS, several non-discretionary costs have arisen (Exhibit A) since July 1, 2005 that require allocation of funds not currently included in the FY 2006 Adopted Budget; and

WHEREAS, General Fund revenues for FY 2006 are projected to be \$1.08 million more than the FY 2006 Adopted Budget; and

WHEREAS, activity at the Permit Service Center has increased and four additional positions are needed to maintain adequate service levels; and

WHEREAS, the Permit Service Center Fund has a sizeable fund balance that can accommodate the addition of four new positions at a cost of approximately \$500,000.

NOW THEREFORE, BE IT RESOLVED the Council of the City of Berkeley allocates anticipated, one-time General Fund revenue in the amount of \$898,564 to provide continued funding for specific programs and to fund non-discretionary costs that have arisen since July 1, 2005 identified in Exhibit A as amended, and approve additional staffing for Permit Center activity.

The foregoing Resolution was adopted by the Berkeley City Council on December 13, 2005 by the following vote:

Ayes: Councilmembers Capitelli, Maio, Olds, Worthington, Wozniak and Mayor Bates.

Noes: Councilmember Spring.

Abstain: Councilmembers Anderson and Moore.

Absent: None.

Attest: Sara T. Cox
Sara T. Cox, City Clerk

Tom Bates
Tom Bates, Mayor

FY 2006 and FY 2007

Exhibit A

Recommended Budget Augmentations

	1-Time	Recurring	Total
REVENUES			
Available New Revenue			
Use of Reserve	\$ 247,000		
Revised FY 2006 Revenue Projections	\$ 1,083,261		
Total Available Revenues:	\$ 1,330,261		\$ 1,330,261
EXPENDITURES			
Homeless & Social Programs			
Paratransit Services		\$ (9,000)	
Civic Arts Coordinator		\$ (24,165)	
Pedal Express		\$ (12,500)	
Berkeley Boosters - BART Escorts		\$ (19,643)	
Japanese American Services of the East Bay		\$ (7,500)	
Berkeley Day Time Drop In Center		\$ (8,856)	
BOSS		\$ (31,000)	
Veterans Building Unbudgeted Costs for Agencies		\$ (112,000)	
Berkeley Boosters, Berkeley Guides Program		\$ (10,000)	
Subtotal	\$ -	\$ (234,664)	
Other Program Costs			
Police Crime Analyst		\$ (40,000)	
NewsScan		\$ (9,400)	
Lead Abatement Survey & Analysis		\$ (10,000)	
Subtotal	\$ -	\$ (59,400)	
Non-discretionary Costs Since 7/1/05			
Telephone Emergency Response System		\$ (7,500)	
PG&E Street Lights - outstanding bills	\$ (247,000)		
Hurricane Katrina - estimated non-reimbursable costs	\$ (100,000)		
Increased Fuel Costs (estimated)		\$ (250,000)	
Subtotal	\$ (347,000)	\$ (257,500)	
Total Recommended Expenditures:	\$ (347,000)	\$ (551,564)	\$ (898,564)
Total Remaining Available Revenue:			\$ 431,697