



CITY COUNCIL
Mayor
Alma Hernandez, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Wanda Williams

CITY COUNCIL MEETING

First and Third Tuesday
Every Month

A G E N D A

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, OCTOBER 18, 2022

5:45 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE

Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

FACE MASKS ARE RECOMMENDED FOR MEMBERS OF THE PUBLIC WHILE IN CITY FACILITIES IF NOT FULLY VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

THE CITY COUNCIL HAS RESUMED IN-PERSON MEETINGS IN ADDITION TO ZOOM. A LIMITED NUMBER OF SEATS ARE AVAILABLE, TO RESERVE A SEAT PLEASE CONTACT THE CITY CLERK AT clerk@suisun.com OR 707 421-7302.

ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 893 0540 3892

CALL IN PHONE NUMBER: (707) 438-1720

**REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING
BY EMAILING CLERK@SUISUN.COM (PRIOR TO 4pm) OR
VIA WEBSITE OR PHONE APPLICATION, ZOOM**

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

ROLL CALL

Council Members

CONFLICT OF INTEREST NOTIFICATION

(Any items on this agenda that might be a conflict of interest to any Councilmembers should be identified at this time.)

PUBLIC COMMENT

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320
FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340
SUCCESSOR AGENCY 421-7309 FAX 421-7366

CLOSED SESSION

Pursuant to California Government Code Section 54950 the Suisun City Council will hold a Closed Session for the purpose of:

1. **CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION**

Discussion of potential initiation of litigation pursuant to Government Code Section 54956.9(d)(2) (1 potential case).

CONVENE OPEN SESSION

Announcement of Actions Taken, if any, in Closed Session.

ADJOURNMENT

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council, are available for public review at least 72 hours prior to a Council /Agency/Authority Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City. Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority meeting related to an agenda item for the open session of this meeting will be made available for public inspection during normal business hours. An agenda packet is also located at the entrance to the Council Chambers during the meeting for public review. The City may charge photocopying charges for requested copies of such documents. Assistive listening devices may be obtained at the meeting

PLEASE NOTE:

1. The City Council/Agency/Authority hopes to conclude its public business by 10:00 P.M. Ordinarily, no new items will be taken up after the 10:00 P.M. cutoff and any items remaining will be agendized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.
2. Suisun City is committed to providing full access to these proceedings; individuals with special needs may call 421-7300.
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 - Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA;
 - Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA;
 - Joe Nelson Center, 611 Village Drive, Suisun City, CA;
 - Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda was posted and available for review, in compliance with the Brown Act.

CITY COUNCIL
Mayor
Alma Hernandez, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Wanda Williams



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

A G E N D A

REGULAR MEETING OF THE SUISUN CITY COUNCIL

SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, AND HOUSING AUTHORITY TUESDAY, OCTOBER 18, 2022 6:30 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE

Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

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(Next Ord. No. – 796)

(Next City Council Res. No. 2022 – 135)

Next Suisun City Council Acting as Successor Agency Res. No. SA2022 - 07)

(Next Housing Authority Res. No. HA2022 – 02)

DEPARTMENTS: AREA CODE (707)

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SUCCESSOR AGENCY 421-7309 FAX 421-7366

ROLL CALL

Council / Board Members

Pledge of Allegiance

Invocation

CONFLICT OF INTEREST NOTIFICATION

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

REPORTS: (Informational items only)

1. City Manager/Executive Director/Staff

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

2. Humane Animal Services Presentation by Director Dave Roth – (Roth: aroeth@suisun.com).
3. Introduction of Suisun City Fire Department Personnel – (Lopez: blopez@suisun.com).
 - a. Swearing-in and Badge Pinning of Suisun City Fire Engineers Luis Rivera and Chris Lujan.
 - b. Badge Pinning of New Deputy Fire Chief Greg Renucci.
4. Presentation of New Light and Air Unit – (Lopez: blopez@suisun.com).

Short Break in City Hall Lobby Rotunda.

PUBLIC COMMENTS

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COUNCIL COMMENTS

5. Council/Boardmembers Updates

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

6. Council Consideration and possible action to adopt Resolution No. 2022-__ : A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) *et seq.*, through November 16, 2022 – (Folsom: gfolson@suisun.com).
7. Council Adoption of Resolution No. 2022-__ : Authorizing the City Manager to execute the Second Amendment to the Granicus Service Agreement between Granicus, LLC and Suisun City – (Deol: ldeol@suisun.com).

8. Council Adoption of Resolution No. 2022-___: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Rincon Consultants, Inc. to Complete the Necessary Environmental Review and Document for a Residential Project South of Railroad Avenue Between Olive Avenue and Humphrey Drive – (Bermudez: jbermudez@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency / Housing Authority

9. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on September 6, 2022, September 20, 2022, and October 4, 2022 - (Skinner: askinner@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

10. Council/Agency Approval of September 2022 Payroll Warrants in the Amount of \$571,820.03 and Council/Agency Approval of the September 2022 Accounts Payable Warrants in the Amount of \$1,325,726.55 – (Finance).

PUBLIC HEARING NONE

GENERAL BUSINESS

City Council

11. Discussion and Direction – Trash and Illegal Dumping – (Folsom: gfolson@suisun.com).
12. Development Services Showcase - (Bermudez: jbermudez@suisun.com).

REPORTS: (Informational items only)

13. Non-Discussion Items

ADJOURNMENT

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AGENDA TRANSMITTAL

MEETING DATE: October 18, 2022

CITY AGENDA ITEM: Council Consideration and possible action to adopt Resolution No. 2022-__: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) *et seq.*, through November 16, 2022.

FISCAL IMPACT: None.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: A number of laws have changed since the beginning of the COVID pandemic related to the Brown Act as it relates to teleconferenced public meetings, both from Governor Newsom's Executive Orders and recently from the enactment of Assembly Bill 361, which took effect October 1, 2021, allowing continued remote teleconference meetings without traditional Brown Act compliance, provided certain findings can be made related to the ongoing state of emergency and subject to adherence to certain new noticing and public participation requirements.

The City, as all public agencies in California, must invoke and adhere to AB 361 and its modifications on certain elements of remote public meetings, or else revert to traditional Brown Act compliance. The major change associated with continuing remote meetings under AB 361 is that the public must now be allowed to make comments in real-time during the public comment period, either telephonically or electronically (such as by Zoom). No physical location for public comment need be provided.

Assembly Bill 361, which took effect October 1, 2021, allowing continued remote teleconference meetings without traditional Brown Act compliance, provided certain findings can be made related to the ongoing state of emergency and subject to adherence to certain new noticing and public participation requirements,

On October 19, 2021 the City of Suisun City passed a resolution proclaiming that a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City's the legislative bodies, as authorized by government code section 54953(e) *et seq.*, for the initial period of October 19, 2021 through November 18, 2021.

STAFF REPORT: This is a recurring resolution, after 30 days following the initial invocation of AB 361, continued reliance on AB 361 for subsequent meetings requires the following:

1. Either the "state of emergency" must remain active, or state or local officials have imposed or recommended measures to promote social distancing; and
2. No later than 30 days after teleconferencing for the first time under AB 361 rules, and every 30 days thereafter, the legislative body, by majority vote, finds that it has

PREPARED/APPROVED BY:

Greg Folsom, City Manager

reconsidered the circumstances of the state of emergency and at least one of the following circumstances exist:

- The state of emergency continues to impact the ability of the members to meet safely in person; or
- State or local officials continue to impose recommended measures to promote social distancing

Continued reliance on AB 361 will require adoption of a new resolution making the required findings every 30 days.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2022- ____: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City's the legislative bodies, as authorized by government code section 54953(e) et seq., through November 16, 2022.

ATTACHMENTS:

1. Resolution 2022-____ A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City's the legislative bodies, as authorized by government code section 54953(e) et seq., through November 16, 2022.

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN
CITY PROCLAIMING A LOCAL EMERGENCY PERSISTS AND
AUTHORIZING THE TRANSITION TO USE OF REMOTE
TELECONFERENCE MEETING PROCEDURES BY CITY'S THE
LEGISLATIVE BODIES, AS AUTHORIZED BY GOVERNMENT
CODE SECTION 54953(E) *ET SEQ.*, THROUGH NOVEMBER 16, 2022.**

WHEREAS, the City Council of the City of Suisun City is committed to preserving and nurturing public access, transparency, observation and participation in its meetings and the meetings of each of its legislative bodies; and

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act, codified as Government Code sections 54950 *et seq.*, so that any member of the public may attend, participate, and observe the City's legislative bodies conduct their business; and

WHEREAS, the Brown Act, as amended by Assembly Bill 361 (2021), amending Government Code section 54953(e) *et seq.*, allows for remote teleconferencing observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act, Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, as provided in Government Code section 8558; and

WHEREAS, on March 4, 2020, pursuant to Government Code Section 8625, Governor Newsom declared the existence of a state of emergency for the State of California, in response to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on March 16, 2020, the City's Director of Emergency Services declared a local emergency for the City pursuant to Chapter 2.32 of the Suisun City Municipal Code, finding that conditions of extreme peril to the safety of persons and property have arisen within the City as a result of the COVID-19 virus and that these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 2020-40, ratifying the Director of Emergency Services' declaration of local emergency; and

WHEREAS, Government Code section 54953(e) further requires that state or local officials have imposed or recommended measures to promote social distancing; or, the legislative body of the City finds that meeting in person would present imminent risk to the health and safety of attendees; and

1 **WHEREAS**, the Council hereby finds that such emergency conditions now exist in
2 the City, such that meeting in person for the meetings of the legislative bodies of the City
3 would present imminent risk to the health and safety of attendees as a result of the increased
4 risk of the spread of the COVID-19 virus among those in attendance; and

5 **WHEREAS**, the Council hereby finds that the state of emergency due to the COVID-
6 19 virus and the conditions related thereto has caused, and will continue to cause, conditions
7 of extreme peril to the safety of persons within the City that are likely to be beyond the
8 control of services, personnel, equipment, and facilities of the City, and thereby affirms,
9 authorizes, and proclaims that the existence of a local emergency persists throughout the City,
10 and ratifies the proclamation of state of emergency by the Governor of the State of California;
11 and

12 **WHEREAS**, the Council hereby finds that, as a consequence of the existing local
13 emergency, the legislative bodies of the City shall conduct their meetings without compliance
14 with Government Code section 54953(b)(3), and shall instead comply with the remote
15 teleconference meeting requirements as authorized by Government Code section 54953(e) *et*
16 *seq.*; and

17 **WHEREAS**, the Council affirms that it will allow for observation and participation by
18 Councilmembers and the public by allowing limited in-person attendance, as well as allowing
19 public participation and comment in real time via Zoom or by telephone, in an effort to
20 protect the constitutional and statutory rights of all attendees.

21 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY**
22 **FINDS, RESOLVES, AND ORDERS AS FOLLOWS:**

23 Section 1. The Recitals set forth above are true and correct and are incorporated herein
24 Resolution by reference.

25 Section 2. The Council hereby recognizes and affirms the existence and conditions of
26 a state of emergency as proclaimed by the Governor, the existence of emergency conditions in
27 the City, and affirms, authorizes, and proclaims that the existence of a local emergency
28 persists throughout the City.

Section 3. The Council hereby ratifies the Governor of the State of California's
Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Further, the Council finds that holding the meetings of the City's legislative
bodies in person with no limitations to attendance would present imminent risk to the health
and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus
among those in attendance, as required by Government Code section 54953(e) *et seq.*

Section 5. The City Manager and legislative bodies of the City are hereby authorized
and directed to take all actions necessary to carry out the intent and purpose of this Resolution

including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 16, 2022, or (ii) such time the Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Suisun City duly held on October 18, 2022, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

WITNESS my hand and the seal of said City this 18th day of October 2022.

Anita Skinner
City Clerk

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AGENDA TRANSMITTAL

MEETING DATE: October 18, 2022

CITY AGENDA ITEM: Council Adoption of Resolution No. 2022-__: Authorizing the City Manager to execute the Second Amendment to the Granicus Service Agreement between Granicus, LLC and Suisun City.

FISCAL IMPACT: Executing the second amendment to the Granicus Service Agreement to obtain website/subsite design and hosting services for the Police department's website and adding Open Forms license will not impact the General Fund. The website design and hosting services agreement is budgeted under the American Rescue Plan Act (ARPA) fund. The FY 2022-23 Budget includes \$60,000 for these services under account 167-91140-1917. The one-time fees are \$7,200, first year annual payment is \$12,700, and subsequent years of the agreement has a seven percent cost increase.

STRATEGIC PLAN: Ensure fiscal solvency; Provide good governance.

BACKGROUND: The City of Suisun City maintains its official government website for the Police department. The current Police website was launched in 2012 and is overdue for a redesign/update. The content management system was a leap forward at the time but is now outdated. Improvements in site search, mobile-responsiveness and accessibility are needed to provide efficient service to the community.

STAFF REPORT: City Councilmembers, residents and staff have identified the need for a robust website that is easier to use and capable of meeting the needs of today and the future. City staff evaluated several website providers that were capable of meeting the technical needs, hosting and support requirements and budget limitations from the city. Staff sought a "best-of-breed" solution and recommends OpenCities for website design and hosting solutions. Additional factors that led to this recommendation are the vendor's focus on the digital customer experience, quick launch of a beta site for public experience/evaluation and enhanced staff training related to workflows, customer service and writing for the web. Granicus is handling the city's main official website as well. This integration will preserve and enhance the functionality of our current online services.

Scope of work:

This License is for a single subsite to be installed with an instance of OpenCities. Examples of subsites include: Libraries, leisure centers, festivals, tourism and more. Using Subsite functionality, City can create and manage subsites without the need to engage in custom web development. Using the site wizard, you can select what functions and layout needs you have for the site, set up publishers and permissions, and start entering content within a matter of days. City has the option Create and implement a visual theme in-house or partner with Granicus to deliver one for us.

- Use the full power of OpenCities modules to create functionally rich subsites

PREPARED BY:
REVIEWED & APPROVED BY:

Lakhwinder Deol, Finance Manager
 Greg Folsom, City Manager

- Reduce maintenance costs
- All sites benefit from ongoing Accessibility, Browser, Device and UI updates
- Easily share content such as events in between sites, even if each site looks different
- Setup password protected sites to deliver secure information to authenticated users
- Subsites are supported under the same terms as the main site, with the same SLA and support and maintenance agreements
- Does not include implementation services

The primary variable for the launch timeline is the amount of time needed by the city for the visual design process and the initial staff training. The project can be ready to launch a beta website within a matter of weeks, and our goal would be to have the beta site up by Spring 2023. This would leave our main Police website operating simultaneously.

This is an amendment because Suisun City has an existing agreement with Granicus to provide Agenda Management software Solutions and main city website upgrade services. Staff is currently working with Granicus on implementation.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2022-___: Authorizing the City Manager to execute the Second Amendment to the Granicus Service Agreement between Granicus, LLC and Suisun City.

ATTACHMENTS:

1. Council Adoption of Resolution No. 2022-___: Authorizing the City Manager to execute the Second Amendment to the Granicus Service Agreement between Granicus, LLC and Suisun City.
2. OpenForms License Proposal
3. Second Amendment – Granicus Service Agreement along with Exhibit A for OpenCities Subsite License Design package

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND
AMENDMENT TO THE GRANICUS SERVICE AGREEMENT BETWEEN
GRANICUS, LLC AND SUISUN CITY**

WHEREAS, the City desires to redesign and update its official government subsite for Police Department website; and

WHEREAS, the proposed redesign and update will upgrade the outdated website with a robust website that is easier to use and capable of meeting the needs of today and the future; and

WHEREAS, the proposed update will improve customer service efficiency and effectivity during business operations; and

WHEREAS, the proposed system will increase Police departmental capabilities and allow staff to work remotely without any communication and service interruptions; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager, to execute Second Amendment to the Granicus Service Agreement between Granicus, LLC and Suisun City.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 18th day of October 2022, by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of said City this 18th day of October 2022.

Anita Skinner
City Clerk

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408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Item 7
Attachment 2

Order Form
Prepared for
Suisun City, CA

Granicus Proposal for Suisun City, CA

ORDER DETAILS

Prepared By:	Bryan Kim
Phone:	
Email:	bryan.kim@granicus.com
Order #:	Q-221592
Prepared On:	09/26/2022
Expires On:	10/31/2022

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
OpenForms License - Setup and Configuration Package	Up Front	1 Each	\$0.00
Training - OpenForms	Upon Delivery	1 Each	\$1,200.00
SUBTOTAL:			\$1,200.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
OpenForms Team License	Annual	1 Each	\$6,700.00
SUBTOTAL:			\$6,700.00

PRODUCT DESCRIPTIONS

Solution	Description
OpenForms Team License	<p>OpenForms is a digital forms builder specifically designed for Government. Government services can be complicated, but the experience for the residents accessing them shouldn't have to be. OpenForms is perfect for the business of government, with capabilities that will help you convert complex, multi-page forms and processes into simple, step-by-step online forms that adjust based on customers responses.</p> <p>The Team plan enables powerful form building for up to:</p> <ul style="list-style-type: none"> • 5 users, 50 published forms. <p>Key features include:</p> <ul style="list-style-type: none"> • Drag and drop form builder • Display logic and calculations • Payments • Insights dashboard • Form analytics • Support team access • Save responses • Unlimited responses • Data connections and API access • Up to: 10GB file uploads, 1,000 web API calls per hour <p>This package does not include premium features such as workflow, workspaces, form versioning or custom documents. For these features, please consider OpenForms Enterprise.</p>
OpenForms License - Setup and Configuration Package	Setup and configuration of OpenForms Team License (5 users, 50 forms)
Training - OpenForms	OpenForms training session for up to 20 people.

TERMS & CONDITIONS

- Link to Terms: <https://granicus.com/legal/licensing>
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Suisun City, CA to provide applicable exemption certificate(s).
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-221592 dated 09-26-2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- **Updates to Shared Short Codes for SMS/Text Messaging:**
Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-221592 dated 09/26/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Suisun City, CA	
Signature:	
Name:	
Title:	
Date:	

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408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

Amendment
Prepared for
Suisun City, CA

Second Amendment to the Granicus Service Agreement between Granicus, LLC and Suisun City, CA

This Second Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Suisun City, CA (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 06/07/2021 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-223651, which is attached as Exhibit A and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
2. Except as amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this Second Amendment and the documents comprising the Agreement, the provisions of this Second Amendment shall prevail.

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

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Suisun City, CA

Signature: _____

Name: _____

Title: _____

Date: _____

Granicus

Signature: _____

Name: _____

Title: _____

Date: _____



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

Exhibit A
Prepared for
Suisun City, CA

THIS IS NOT AN INVOICE

Exhibit A

ORDER DETAILS

Prepared By:	Bryan Kim
Phone:	
Email:	bryan.kim@granicus.com
Order #:	Q-223651
Prepared On:	09/26/2022
Expires On:	10/31/2022

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
OpenCities Subsite License - Design Package	Upon Delivery	1 Each	\$5,000.00
OpenCities Subsite License - Services Setup and Configuration Package	Milestones - 40/20/20/20	1 Each	\$1,000.00
SUBTOTAL:			\$6,000.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
OpenCities Subsite License	Annual	1 Each	\$6,000.00
SUBTOTAL:			\$6,000.00

- Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	Year 2	Year 3	Year 4	Year 5
OpenCities Subsite License	\$6,420.00	\$6,869.40	\$7,350.26	\$7,864.78
SUBTOTAL:	\$6,420.00	\$6,869.40	\$7,350.26	\$7,864.78

PRODUCT DESCRIPTIONS

Solution	Description
OpenCities Subsite License	<p>This License is for a single subsite to be installed with an instance of OpenCities. Examples of subsites include: Libraries, leisure centers, festivals, tourism and more.</p> <p>Using our Subsite functionality, clients can create and manage subsites without the need to engage in custom web development. Using the site wizard, you can select what functions and layout needs you have for the site, set up publishers and permissions, and start entering content within a matter of days. Create and implement a visual theme in-house or partner with Granicus to deliver one for you.</p> <ul style="list-style-type: none"> • Use the full power of OpenCities modules to create functionally rich subsites • Reduce maintenance costs • All sites benefit from ongoing Accessibility, Browser, Device and UI updates • Easily share content such as events in between sites, even if each site looks different • Setup password protected sites to deliver secure information to authenticated users. • Subsites are supported under the same terms as the main site, with the same SLA and support and maintenance agreements. • Does not include implementation services
OpenCities Subsite License - Services Setup and Configuration Package	Set up and configuration of one OC Subsite. Includes Project Management, basic grey scale template, and developer configuration.

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AGENDA TRANSMITTAL

MEETING DATE: October 18, 2022

CITY AGENDA ITEM: Council Adoption of Resolution No. 2022-___: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Rincon Consultants, Inc. to Complete the Necessary Environmental Review and Document for a Residential Project South of Railroad Avenue Between Olive Avenue and Humphrey Drive

FISCAL IMPACT: There would be no impact to the General Fund. The cost for retaining the firm of Rincon Consultants, Inc. to perform the environmental work is \$49,273 and is fully borne by the developer/applicant. Additionally, a ten percent contingency has been added to cover any unforeseen issues.

STRATEGIC PLAN IMPACT: Develop Sustainable Economy, Provide Good Governance; Ensure Fiscal Solvency.

BACKGROUND: A Request for Proposals (RFP) was released and due back to city staff for an environmental review and document preparation services for a residential project located south of Highway 12 between Olive Avenue and Humphrey Drive. As proposed the project would include 70 residential units on approximately 10.1 acres of land. Concurrently, the project would include an amendment to the General Plan Circulation Element to remove the realignment of Railroad Avenue. The consultant would complete the environmental review and document (along with associated requirements) while staff processed the project entitlements. Staff sent the RFP, including the anticipated scope of work, to the list of qualified consultants (AECOM, Stantec, First Carbon Solutions, and Rincon).

Two consulting firms proposed:

- Rincon Consultants, Inc.
- First Carbon Solutions, Inc; and
- Stantec Consultants.

Proposals were reviewed and any follow-up questions or clarifications were sent to the consultants for response. Following complete responses, Rincon Consultants, Inc. was determined to be the top-ranking proposer due to their approach and timeliness in completing the work.

STAFF REPORT: Rincon will undertake the following tasks, as explained below, to complete the scope of work. Details regarding each task can be found in Attachment 2 of this staff report:

- Task 1: Kickoff Meeting
- Task 2: Cultural Resources Assessment
- Task 3: Draft Addendum

PREPARED BY:
REVIEWED BY:
APPROVED BY:

John Kearns, Principal Planner
 Jim Bermudez, Development Services Director
 Greg Folsom, City Manager

- Task 4: Final Addendum
- Task 5: Accessibility Compliance
- Task 6: Project Management
- Optional Task 7: Public Hearing Attendance
- Optional Task 8: Assembly Bill 52 Consultation Assistance
- Optional Task 9: Senate Bill Consultation Assistance

As shown in the Proposed Work Schedule, below, the consultant anticipates completing the work through a draft addendum within 8 weeks of project initiation.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2022-____: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Rincon Consultants, Inc. to Complete the Necessary Environmental Review and Document for a Residential Project South of Railroad Avenue Between Olive Avenue and Humphrey Drive

ATTACHMENTS:

1. Council Resolution No. 2022-____: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Rincon Consultants, Inc. to Complete the Necessary Environmental Review and Document for a Residential Project South of Railroad Avenue Between Olive Avenue and Humphrey Drive
2. Rincon Consultants, Inc. Proposal
3. Draft Professional Services Contract

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT ON THE CITY'S BEHALF WITH RINCON
CONSULTANTS, INC. TO COMPLETE THE NECESSARY ENVIRONMENTAL
REVIEW AND DOCUMENT FOR A RESIDENTIAL PROJECT SOUTH OF
RAILROAD AVENUE BETWEEN OLIVE AVENUE AND HUMPHREY DRIVE**

WHEREAS, a development application has been received for a residential project on a vacant land located south of Railroad Avenue and between Olive Avenue and Humphrey Drive that requires environmental review consistent with California state law; and

WHEREAS, it has been determined that it is necessary to hire a firm to complete the environmental document for the project at the full cost of the applicant; and

WHEREAS, the City solicited a Request for Proposals (RFP) from environmental firms to complete the work for the project; and

WHEREAS, three proposals were received and thoroughly reviewed and the proposal from Rincon Consultants, Inc. was determined to be the top-ranking proposer due to their approach and timeliness in completing the work.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute a Professional Services Agreement on the City's behalf with Rincon Consultants, Inc. to Complete the Necessary Environmental Review and Document for a Commercial Project on a vacant land located south of Railroad Avenue between Olive Avenue and Humphrey Drive in the amount of \$49,273 plus a ten percent contingency.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 18th day of October 2022 by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

WITNESS my hand and the seal of said City this 18th day of October 2022.

Anita Skinner
City Clerk

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Rincon Consultants, Inc.

449 15th Street, Suite 303
Oakland, California 94612

510 834 4455 OFFICE

info@rinconconsultants.com
www.rinconconsultants.com

August 30, 2022
Project No: 22-13135

John Kearns, Principal Planner
City of Suisun City
701 Civic Center Boulevard
Suisun City, California 94585
Via email: jkearns@suisun.com

**Subject: Proposal for Olive Tree Ranch Residential Subdivision Project Initial Study-Mitigated
Negative Declaration Addendum
4505 Olive Avenue, Suisun City, Solano County, California**

Dear Mr. Kearns:

Rincon Consultants, Inc. (Rincon) is pleased to submit this proposal to assist the City of Suisun City (City) with California Environmental Quality Act (CEQA) compliance for the Olive Tree Ranch Residential Subdivision Project. We are very enthusiastic about the opportunity to work with the City and have assembled a team of highly skilled environmental science and planning professionals who combine extensive technical qualifications and knowledge of CEQA with many years of experience working on similar projects.

At Rincon, we are proud of our team's ability to work effectively with City staff, decision-makers and community groups to develop and implement innovative approaches and solutions to planning and environmental issues.

We believe that our expertise, honed by providing environmental consulting services to numerous planning departments, gives us a unique understanding of and sensitivity to the broad range of issues associated with this project. We believe that several key features of the Rincon team and approach make us uniquely qualified for this contract:

- Extensive experience preparing environmental documents for a broad range of project types
- Strong depth of technical services, including biological and cultural resources
- Familiarity with the Suisun area and relevant regulatory agencies
- Strong references on local Solano County projects
- Principal-level commitment to the success of all projects

Leading the team will be **Darcy Kremin, AICP** who will serve as Project Director in charge of project oversight and quality assurance/quality control (QA/QC). She has over 20 years of experience in environmental planning and project management and has worked on multiple projects within the City. **Katherine Green, AICP**, will manage the environmental analysis and will be the City's primary contact.



Project Understanding

The project site is located at 4505 Olive Avenue, on a 10.1-acre site. The project would subdivide the project site into 70 lots suitable for single-family residences, construct internal roadways, remove approximately 20 trees, and remove the remnants of a previously demolished industrial structure. The project would be accessed by two entrances along Olive Avenue. An Initial Study-Mitigated Negative Declaration (IS-MND) for a previous version of the project on the site was adopted in 2012 (State Clearinghouse #2010012050), which analyzed a subdivision on the southern portion of the project site for 85 residential lots.

Scope of Work

For this scope of work, we assume an Addendum to the adopted 2012 IS-MND is the appropriate CEQA compliance document. In accordance with Section 15164 of the CEQA *Guidelines*, a lead agency may prepare an addendum to a previously adopted IS-MND if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent IS-MND have occurred. The conditions described in Section 15162 include the following:

- (1) *Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;*
- (2) *Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or*
- (3) *New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:*
 - a) *The project will have one or more significant effects not discussed in the previous EIR or negative declaration;*
 - b) *Significant effects previously examined will be substantially more severe than shown in the previous EIR;*
 - c) *Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or*
 - d) *Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.*

Based on our preliminary understanding of the proposed project changes, this scope of work assumes that the project would not result in new or substantially increased significant impacts and that, pursuant to CEQA *Guidelines* Section 15164, an IS-MND Addendum would be the appropriate level of supplemental CEQA review for the project. If a new impact or increase in magnitude of a previous impact, or other significant new information, is identified during the analysis, Rincon will notify the City immediately to determine the appropriate course of action. This could include preparation of a



Supplemental or Subsequent IS-MND, which would require preparation of a new scope, schedule and cost estimate for the more involved process. To that end, the major tasks to prepare an IS-MND Addendum are described below.

Task 1 Kickoff Meeting

Rincon will mobilize our staff to begin the CEQA process and analysis. We will attend a virtual kickoff meeting with City staff and, if appropriate, the applicant team. The meeting will serve to discuss fundamental process, scope and approach issues, and as a forum to review and confirm study objectives and establish an operational protocol. We will finalize working schedules and discuss details for project tasks. Rincon will use this opportunity to collect any relevant studies and information not already transmitted.

Task 2 Cultural Resources Assessment

Rincon will prepare a Cultural Resources Assessment for the northern portions of the modified project site, which was not included in the previous cultural resources study for the adopted IS-MND. The following tasks will be conducted for the current Cultural Resources Assessment:

Cultural Resources Records Search

Rincon will conduct a California Historical Resources Information System records search of the approximately 10.1-acre project site and a 0.5-mile radius around it at the Northwest Information Center (NWIC) located at Sonoma State University. The primary purpose of the records search is to identify any cultural resources known to exist within or adjacent to the project site. In addition to the resource records and reports, an examination will be made of historical maps, the National Register of Historic Places, California Register of Historical Resources, the Built Environment Resources Directory, the Archaeological Determinations of Eligibility list, and the listing of California Historical Landmarks. The records search will also reveal the nature and extent of any cultural resources work conducted within or near the project site. Record search requests at NWIC are typically fulfilled in 4 weeks. If the results of the records search will have schedule or budget ramifications, it will be communicated to the City in a timely manner to effectively maintain the project schedule and allow the City to manage project risk effectively. This scope of work does not include an in-person search or processing of the results.

Sacred Lands File Search

Rincon will contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) search. The SLF search will indicate whether recorded Sacred Lands are present within the project vicinity. The NAHC will also provide a list of Native American contacts for the project, which will be provided to the City to assist with the City's Tribal consultation. Due to COVID restrictions, SLF requests may take approximately 6 to 8 weeks to receive.

Cultural Resources Pedestrian Survey

Upon completion of the records search, Rincon will conduct a pedestrian field survey of the northern portion of the project site, which was not surveyed for the original project. Rincon assumes this survey area will be less than approximately 10.1-acre project site. A Rincon cultural resources specialist will conduct the survey using pedestrian transects spaced at maximum intervals of 10 meters, where access



is available. Transect accuracy will be maintained through use of a hand-held global positioning system (GPS) unit. For the purposes of this proposal and cost estimate, Rincon assumes no other cultural resources will require recordation or updating. Should any cultural resources be identified during the project, Rincon will prepare a separate cost and scope to address those needs (e.g., site recording, site evaluation). No testing or excavation will be conducted, and no artifacts will be collected during the cultural resources survey. Rincon assumes the survey effort will be completed by one archaeologist in a single 8-hour day (including travel time). Results of field survey that have schedule or budget ramifications will be communicated to the City in a timely manner to effectively maintain the project schedule and allow the City to manage project risk effectively.

Negative Finding Letter Report

Rincon will prepare a short letter format report that will include a project description, summary of background research, survey methods, management recommendations, and figures. An electronic copy (PDF) of the draft report will be submitted to the City for review and approval. Rincon assumes that one round of minor comments may be requested by the City. The report will be finalizing following completion of the review cycle. Electronic copies will be provided to City and to the NWIC per their requirements. This scope of work and cost estimate assumes no hardcopies will be produced by Rincon. The results of the cultural resources assessment will be included in the appropriate sections of the Addendum.

Task 3 Draft Addendum

Rincon will prepare an internal review Draft Addendum pursuant to the requirements set forth in Section 15162 of the CEQA Guidelines. All environmental checklist findings will be supported by data and analysis. Rincon will submit electronic copies of the Draft Addendum in Word format.

Introduction. This section will include a brief description of the project history and explanation of the relationship of the document to previous analysis, as well as a description of the required contents and applicability of preparing an Addendum.

Environmental Impact Evaluation. The Addendum will evaluate how the project modifications would have different environmental impacts or a different degree of impact than those presented in the Final IS-MND. The impact evaluation will address all issue areas discussed in the adopted IS-MND. However, the focus will be on the following key issues:

- **Aesthetics:** This section will focus on changes to visual character and alteration of views based on the modified project's design, with particular focus on the addition of the northern parcel to the project site and reduction in density from the original project. This section will rely on mitigation measures included in the adopted IS-MND for the alleviation of potential impacts.
- **Air Quality:** The modified project would result in the construction of fewer residences, but would result in a larger area of ground disturbance. This scope does not include the quantification of air emissions using the California Emissions Estimator Model (CalEEMod) because the original IS-MND did not prepare such a model. Therefore, we will qualitatively describe the potential air quality emissions of the modified project as compared to the original project to produce an "apples to apples" comparison.
- **Biological Resources:** Under this task, Rincon will conduct a biological resources assessment (BRA) of the project site. The BRA will include updated literature review and database queries; a field



reconnaissance survey to confirm existing conditions; and documentation of the affected environment, potential impacts, and applicable mitigation measures from the adopted IS-MND that address impacts to biological resources. Based on an initial review of aerial imagery, the previously disturbed nature of much of the site, and the intensively developed surrounding area, Rincon assumes an abbreviated analysis will be sufficient to support CEQA environmental review.

Rincon will conduct updated queries of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB), the United States Fish and Wildlife Service (USFWS) Critical Habitat Portal, the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants of California, the US Geological Survey (USGS) National Hydrography Dataset (NHD), and USFWS National Wetlands Inventory (NWI), and review of aerial imagery and available maps, the CDFW Special Animals List, project-specific reports such as the Revised Biological Assessment and Jurisdictional Wetland Delineation (referred to as LSA 2006a and 2006b, respectively, in the adopted IS-MND), and relevant federal, state and local plans, ordinances, policies and regulations that address sensitive species and biological resources. The results of the database queries and literature will serve to focus a field reconnaissance survey.

Rincon will conduct a reconnaissance-level field survey to assess the habitat suitability for potential special status species, map the existing vegetation and land cover types, map any sensitive biological resources currently on site, document any wildlife connectivity/movement features, and record observations of plant and wildlife species. The survey will serve to confirm the results of previous surveys and assessments for the original project site and to assess the modified project site. Rincon will conduct a habitat assessment, including mapping of natural terrestrial communities and any protected trees (specific to local ordinance), and identify plant and wildlife species encountered, including any special status species. No focused/protocol surveys are proposed. Rincon will also conduct a reconnaissance-level drainage assessment to identify potential jurisdictional waters; no formal jurisdictional delineation is proposed. The project site will be photographed, and any significant findings on site will be mapped. Given the highly disturbed and developed nature of the project area, Rincon anticipates an efficient effort resulting in confirmation of the previous results. Based on the results of the field survey, Rincon will identify any additional species-specific or protocol-level studies that may be recommended or necessary for permit issuance, if applicable.

During the environmental review process leading to the adopted IS-MND, a Revised Biological Assessment and Jurisdictional Wetland Report (separate documents) were prepared by LSA. Based on a preliminary desktop review, the site conditions of the modified project site are more disturbed and less suitable for special status species and aquatic resources than the original project site. Rincon's efforts will serve to confirm the existing conditions identified during the previous analysis and current desktop analysis. In the interest of conserving budget, Rincon proposes to forego preparation of an additional Biological Assessment/Biological Resources Assessment document. Rather, Rincon proposes to document the results of the BRA in the Addendum directly.

- **Cultural Resources:** The Cultural Resources section will address historical and archaeological resources within the project area and the project's potential impacts to those resources based on the Cultural Resources Assessment Report included in Task 2 and included as an appendix to the Addendum. Mitigation from the adopted IS-MND will be relied upon to reduce potential impacts.
- **Energy:** The adopted IS-MND did not include a discussion of energy, as questions pertaining to this topic were added to the CEQA Appendix G Checklist in December 2018. Rincon will analyze whether the project would result in wasteful, inefficient, or unnecessary consumption of energy, or wasteful use of energy resources, during project construction and operation. Rincon will also consider



whether the project would conflict with, or obstruct a state or local plan for, renewable energy or energy efficiency.

- **Geology and Soils:** Rincon will conduct a paleontological resources study to identify the geologic units that may be impacted by project development, determine the paleontological sensitivity of geologic unit(s) within the project site, assess potential for impacts to paleontological resources from development of the proposed project, and recommend mitigation measures to avoid or mitigate impacts to scientifically significant paleontological resources. The paleontological resource study will be designed to support applicable environmental review and consist of reviewing existing geologic maps and examining primary literature regarding fossiliferous geologic units within the project vicinity and region. Rincon will also complete a records search with the University of California Museum of Paleontology.

Rincon will summarize the results of the paleontological study to be included in the Geology and Soils section of the Addendum. The summary will discuss the results of the literature review and record search, provide a discussion of the regional geology and the geologic unit(s) present within the project site, characterize the paleontological sensitivity of the geologic units present within the project site using the Society of Vertebrate Paleontology paleontological sensitivity classification system, assess the potential for significant impacts to scientifically important paleontological resources under state and federal guidelines, and provide management recommendations for avoiding or reducing impacts to paleontological resources from project development as necessary.

- **Greenhouse Gas Emissions:** The modified project would result in the construction of fewer residences, but would result in a larger area of ground disturbance. This scope does not include the quantification of greenhouse gas emissions using CalEEMod because the original IS-MND did not prepare such a model. Therefore, we will qualitatively discuss the greenhouse gas emissions of the modified project as compared to the original project.
- **Noise:** The modified project would result in the construction of fewer residences, but would result in a larger area of ground disturbance, affecting nearby sensitive receivers slightly differently than the original project. Rincon will focus the noise and vibration analysis on the added northern portion of the modified project site and receivers closest to this area. Mitigation measures in the adopted IS-MND will be relied upon to address potential impacts.
- **Transportation:** Based on the reduction in residential lots as part of the modified project, Rincon assumes a formal traffic analysis will not be required. Rincon will qualitatively discuss trips generated by the modified project as compared to the original project, and will rely on the mitigation measures included in the adopted IS-MND to address potential impacts of the modified project. This scope does not include a quantitative VMT analysis.
- **Tribal Cultural Resources:** The adopted IS-MND did not include a discussion of tribal cultural resources. Because the adopted IS-MND was released prior to July 1, 2015, the project is not subject to Assembly Bill 52 tribal consultation requirements. Rincon will collect regional background information on tribal cultural resources that could be affected by the project. The collected information will include NAHC SLF Search, reviews of regional ethnographic information, and information from relevant past projects.
- **Wildfire:** The adopted IS-MND did not include a discussion of wildfire, as questions pertaining to this topic were added to the CEQA Appendix G Checklist in December 2018. Rincon will identify the nearest State Responsibility Area and Very High Fire Hazard Severity Zone and discuss potential



wildfire impacts related to the modified project. It is anticipated that no impacts or mitigation measures will be identified, as the project site is surrounded by urban development.

Conclusion. This section will provide a brief summary of the impact determinations in the Addendum and reiterate applicability of an Addendum for the proposed project.

The Draft Addendum will be in the format of a stand-alone report. Rincon will submit an electronic copy of the Draft Addendum in Microsoft Word format for the City for review and comment.

Task 4 Final Addendum

Rincon will address City comments on the Draft Addendum and prepare the Final Addendum. We assume that, consistent with the *CEQA Guidelines*, the document will not be specifically and separately circulated for public comment. Rincon will provide an Administrative Record of all references used in preparation of the Addendum to the City with the Final Addendum.

Task 5 Accessibility Compliance

Rincon will provide remediation services to output a digital PDF of the Final Addendum to meet, to the maximum extent possible, the Web Content Accessibility Standards (WCAG) required under Section 508 of the Rehabilitation Act of 1973. Americans with Disabilities Act (ADA) title II and California Government Code 7405 also require governmental entities to make their digital content accessible prior to posting content online for public review.

Rincon provides a variety of accessibility solutions that will meet the project's budget, needs and requirements. Rincon proposes the following scope for accessibility compliance for this project:

- Analyze and update the documents to pass the built-in Accessibility Checkers.
- Review, assess, and report on text color contrast issues. If possible, the change the colors with permission from the content creator to meet the WCAG color contrast requirements of Level AA.
- Remediate illogical reading order issues.
- Apply or remediate the alt text on images.
- Remediate structural tag issue for styles, tables, lists, links, and footnotes for accuracy, identification, functionality, and usability.
- Check or apply usable bookmarks.
- Provide an Accessibility Conformance Report.

We assume the above scope will require 5 minutes per page of staff time, and estimate 110 total pages of the Final Addendum, based on typical Addendum lengths and one anticipated appendices (the Cultural Resources Assessment to be completed as part of Task 2).

Rincon strives to ensure that its documents meet the basic requirements of accessibility compliance. We will work to achieve these standards within the time and conditions agreed upon but cannot anticipate every situation that may arise related to the accessibility and usability of a document. If there are unique viewer access needs or circumstances that should be considered in completing this service, please make sure to inform us as soon as possible before work begins.



Task 6 Project Management

Rincon will provide project management services under this scope of work. Management efforts will consist of regular communications with City personnel on an as-needed basis via email and phone to provide updates on the progress of the Addendum and discuss any issues that arise over the course of the project. This task includes internal coordination with the project team and ongoing project management responsibilities throughout the duration of the of the project, such as cost and schedule tracking, progress reporting, invoicing, and quality control.

Optional Task 7 Public Hearing Attendance

Should the City require support at public hearings, Rincon staff can attend in-person or virtual public hearings (Planning Commission and/or City Council) on the project. At the City's request, we can prepare and deliver a presentation that summarizes the CEQA process and the findings of our analysis. The cost for this optional task is \$2,000 per public hearing.

Optional Task 8 Assembly Bill 52 Consultation Assistance

Assembly Bill (AB) 52 consultation is not required for an Addendum; however, if the City wishes to conduct AB 52 consultation to maintain relationships with local tribes or for other reasons, Rincon can prepare a consultation package for the City's use.

Rincon will assist the City with Native American government-to-government consultation in accordance with AB 52. The purpose of AB 52 consultation is to identify any Tribal Cultural Resources (TCRs) within the project site that may be impacted by proposed development. Rincon assumes the City will provide a list of tribes who have requested AB 52 notification for projects within their cultural territory. Rincon will draft letters and a map of the project site for the City to send to Native American tribal government contacts, as well as provide the City with a tracking table and instructions for successful AB 52 consultation. This effort does not include any meetings or direct contact with tribal organizations as part of the AB 52 consultation process. This optional task can be completed for \$1,700.

This optional task does not include Rincon attendance at any AB 52 meetings; however, Rincon can do so at the City's request, for an additional fee.

Optional Task 9 Senate Bill 18 Consultation Assistance

Senate Bill (AB) 18 consultation is required for any project that results in a General Plan Amendment, including this project. As an optional task, Rincon will assist the City with Native American government-to-government consultation in accordance with SB 18. SB 18 assistance package will include preparation of an SB 18-specific SLF search request to the NAHC, draft letters and maps for Native American tribal contacts, and provide the City with a tracking sheet and instructions for successful SB 18 consultation. Native American contacts have 90 days to respond and request further consultation. This optional task can be completed for \$1,700.

This optional task does not include Rincon attendance at any SB 18 meetings; however, Rincon can do so at the City's request, for an additional fee.



Assumptions

All cost assumptions are based on the scope of work detailed above.

- Project design/grading plans, if applicable, and project description will be provided to Rincon and will be sufficient to assess potential impacts of project implementation.
- The direct expenses for the NWIC records search will not exceed \$920.
- The cultural resources records search and survey will be negative, and no resources that require recordation, updating, or evaluation for California Register of Historic Resources eligibility will be identified within the project site.
- Access to the project site will be provided by the City or property owner.
- Rincon staff will conduct field visits in accordance with the latest relevant, local COVID-19 safety protocols and social distancing guidance.
- No testing or excavation for cultural resources will be conducted, and no artifacts, samples, or specimens will be collected during the cultural resources pedestrian survey.
- Rincon is not responsible for delays due to weather, site conditions (e.g., prohibited access, flooding, fire, safety) or other conditions out of Rincon's control.
- The biological database query area will include the *Fairfield North, California* USGS 7.5-minute quadrangle and surrounding eight USGS quadrangles.
- The study area for the reconnaissance survey will be limited to the 10.1-acre project site, including the original project area and modified project area.
- The field reconnaissance survey can be completed by one biologist and one qualified Rincon cultural resources specialist in a single 8-hour day, plus 2 hours for preparation and data management. If it is determined that additional days are required due to the extent of the biological and/or cultural resources that occur on site, additional survey days will be included at an additional cost.
- The reconnaissance-level field survey does not qualify as a protocol survey to definitively determine the presence or absence of special status species. No focused/protocol surveys or arborist evaluation are included. Any additional protocol-level special status species surveys, arborist evaluations, and/or additional reports and plans, if recommended, additional scope-of-work and budget may be required.
- The field reconnaissance survey and analysis presented in the Addendum will not include a formal jurisdictional delineation.
- No permitting, such as permitting pursuant to Clean Water Act Sections 404 and 401, Endangered Species Act Section 7/Section 10, or California Fish and Game Code Section 1600 et seq. permitting is proposed. If impacts to regulated resources are identified, additional scope-of-work and budget may be required.
- The direct expenses for the paleontological records search will not exceed \$690.
- No paleontological fieldwork will be necessary.
- Rincon assumes one round of City review and comments on the Draft Addendum.



Schedule

The Rincon team is prepared to begin the work program described in this proposal immediately upon authorization. Barring delays beyond Rincon's control, the Draft Addendum can be completed approximately eight weeks from notice to proceed, project kickoff and receipt of all necessary project information. This schedule assumes no delays in receiving the NWIC record search results. We can complete the Final Addendum within two weeks of receipt of City comments on the Draft Addendum, assuming no substantial new analysis is required. If review of additional versions of the Draft Addendum is required, Rincon will respond to comments on subsequent versions within one week.

Cost

Rincon can complete the proposed work program for a cost not to exceed **\$49,273**. Please note that this total cost does not include optional tasks. A breakdown of our cost by task is summarized in the table on the following page. All services would be provided on a time and expense reimbursement basis and will be billed in accordance with our standard fee schedule (see Attachment A).

Sincerely,
Rincon Consultants, Inc.

A handwritten signature in cursive script that reads 'Katherine Green'.

Katherine Green
Project Manager
Phone: 916-706-1374
Email: kgreen@rinconconsultants.com

Contact for Clarification

A handwritten signature in cursive script that reads 'Darcy Kremin'.

Darcy Kremin, AICP
Director
Phone: 510-901-0168
Email: dkremin@rinconconsultants.com

*Authorized to contractually obligate and
negotiate on behalf of Rincon Consultants, Inc.*



City of Suisun City
Olive Tree Ranch Residential Subdivision

Suisun Olive Tree Ranch Residential Project

Cost Estimate

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task 1: Project Mobilization and Kickoff Meeting					
Principal I	285.00	1.00	285.00	0.00	1,004.00
Senior Planner I	208.00	3.00	624.00		
Admin Assistant/Billing Specialist	95.00	1.00	95.00		
Task 2: Cultural Resources Assessment					
Principal II	295.00	2.00	590.00	1,225.00	10,649.00
Supervisor Archaeologist I	240.00	3.00	720.00		
Senior Archaeologist II	224.00	11.00	2,464.00		
Archaeologist III	170.00	23.00	3,910.00		
Archaeologist II	153.00	10.00	1,530.00		
Production Specialist I	105.00	2.00	210.00		
GPS				65.00	
Record Search				920.00	
Standard Field Package				110.00	
Travel - Mileage				130.00	
Task 3: Draft IS-MND Addendum					
Principal II	295.00	2.00	590.00	999.00	27,816.00
Principal I	285.00	6.00	1,710.00		
Senior Biologist I	208.00	10.00	2,080.00		
Senior Planner I	208.00	10.00	2,080.00		
Biologist IV	184.00	54.00	9,936.00		
Archaeologist III	170.00	5.00	850.00		
Planner II	153.00	50.00	7,650.00		
GIS/CADD Specialist II	146.00	11.00	1,606.00		
Production Specialist I	105.00	3.00	315.00		
Record Search				690.00	
Standard Field Package				110.00	
Travel - Mileage				199.00	
Task 4: Final IS-MND Addendum					
Principal I	285.00	2.00	570.00	0.00	2,932.00
Senior Planner I	208.00	4.00	832.00		
Planner II	153.00	10.00	1,530.00		
Task 5: Accessibility Compliance					
Senior Supervisor Planner II	258.00	9.00	2,322.00	0.00	2,322.00
Task 6: Project Management					
Principal I	285.00	6.00	1,710.00	0.00	4,550.00
Senior Planner I	208.00	10.00	2,080.00		
Admin Assistant/Billing Specialist	95.00	8.00	760.00		
Project Total		256.00	47,049.00	2,224.00	49,273.00

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CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SUISUN CITY

AND

RINCON CONSULTANTS INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SUISUN CITY AND
RINCON CONSULTANTS INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into on October 18, 2022, by and between the **CITY OF SUISUN CITY**, a California municipal corporation (“City”) and **RINCON CONSULTANTS INC.**, a California corporation (“Consultant” or “Rincon”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Suisun City Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for

the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Consultant's Authorized Initials _____

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.7 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.8 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes

of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **\$49,273 (Forty Nine Thousand Two Hundred Seventy Three Dollars)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the

performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.4, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Trevor Macenski
(Name)

Senior Principal

(Title)

Christine Abraham
(Name)

Principal Planner

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Jim Bermudez, Director of Community Development, or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of

Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

- a. Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- b. Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

- c. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.
- d. Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees

that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Solano, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for

interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of \$ _____ (_____ Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be

such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Suisun City, 701 Civic Center Drive, Suisun City, CA 94585 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed

communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement.

Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SUISUN CITY, a municipal corporation

Greg Folsom, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Elena Gerli, City Attorney

CONSULTANT:

RINCON CONSULTANTS INC., a California corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

Address:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SOLANO

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SOLANO

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

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☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

Consultant will complete the necessary environmental review and document for a residential project on a vacant site located south of Railroad Avenue, east of Humphrey Drive and west of Olive Avenue (the Services), as follows:

Task 1: Kickoff Meeting.

Rincon will mobilize our staff to begin the CEQA process and analysis. We will attend a virtual kickoff meeting with City staff and, if appropriate, the applicant team. The meeting will serve to discuss fundamental process, scope and approach issues, and as a forum to review and confirm study objectives and establish an operational protocol. We will finalize working schedules and discuss details for project tasks. Rincon will use this opportunity to collect any relevant studies and information not already transmitted.

Task 2: Cultural Resources Assessment.

Rincon will prepare a Cultural Resources Assessment for the northern portions of the modified project site, which was not included in the previous cultural resources study for the adopted IS-MND. The following tasks will be conducted for the current Cultural Resources Assessment:

Cultural Resources Records Search

Rincon will conduct a California Historical Resources Information System records search of the approximately 10.1-acre project site and a 0.5-mile radius around it at the Northwest Information Center (NWIC) located at Sonoma State University. The primary purpose of the records search is to identify any cultural resources known to exist within or adjacent to the project site. In addition to the resource records and reports, an examination will be made of historical maps, the National Register of Historic Places, California Register of Historical Resources, the Built Environment Resources Directory, the Archaeological Determinations of Eligibility list, and the listing of California Historical Landmarks. The records search will also reveal the nature and extent of any cultural resources work conducted within or near the project site. Record search requests at NWIC are typically fulfilled in 4 weeks. If the results of the records search will have schedule or budget ramifications, it will be communicated to the City in a timely manner to effectively maintain the project schedule and allow the City to manage project risk effectively. This scope of work does not include an in-person search or processing of the results.

Sacred Lands File Search

Rincon will contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) search. The SLF search will indicate whether recorded Sacred Lands are present within the project vicinity. The NAHC will also provide a list of Native American contacts for the project, which will be provided to the City to assist with the

City's Tribal consultation. Due to COVID restrictions, SLF requests may take approximately 6 to 8 weeks to receive.

Cultural Resources Survey

Upon completion of the records search, Rincon will conduct a pedestrian field survey of the northern portion of the project site, which was not surveyed for the original project. Rincon assumes this survey area will be less than approximately 10.1-acre project site. A Rincon cultural resources specialist will conduct the survey using pedestrian transects spaced at maximum intervals of 10 meters, where access is available. Transect accuracy will be maintained through use of a hand-held global positioning system (GPS) unit. For the purposes of this proposal and cost estimate, Rincon assumes no other cultural resources will require recordation or updating. Should any cultural resources be identified during the project, Rincon will prepare a separate cost and scope to address those needs (e.g., site recording, site evaluation). No testing or excavation will be conducted, and no artifacts will be collected during the cultural resources survey. Rincon assumes the survey effort will be completed by one archaeologist in a single 8-hour day (including travel time). Results of field survey that have schedule or budget ramifications will be communicated to the City in a timely manner to effectively maintain the project schedule and allow the City to manage project risk effectively.

Negative Finding Letter Report

Rincon will prepare a short letter format report that will include a project description, summary of background research, survey methods, management recommendations, and figures. An electronic copy (PDF) of the draft report will be submitted to the City for review and approval. Rincon assumes that one round of minor comments may be requested by the City. The report will be finalizing following completion of the review cycle. Electronic copies will be provided to City and to the NWIC per their requirements. This scope of work and cost estimate assumes no hardcopies will be produced by Rincon. The results of the cultural resources assessment will be included in the appropriate sections of the Addendum.

Task 3: Draft Addendum.

Rincon will prepare an internal review Draft Addendum pursuant to the requirements set forth in Section 15162 of the CEQA Guidelines. All environmental checklist findings will be supported by data and analysis. Rincon will submit electronic copies of the Draft Addendum in Word format.

Introduction. This section will include a brief description of the project history and explanation of the relationship of the document to previous analysis, as well as a description of the required contents and applicability of preparing an Addendum.

Environmental Impact Evaluation. The Addendum will evaluate how the project modifications would have different environmental impacts or a different degree of impact than those presented in the Final IS-MND. The impact evaluation will address all issue areas discussed in the adopted IS-MND. However, the focus will be on the following key

issues:

- **Aesthetics:** This section will focus on changes to visual character and alteration of views based on the modified project's design, with particular focus on the addition of the northern parcel to the project site and reduction in density from the original project. This section will rely on mitigation measures included in the adopted IS-MND for the alleviation of potential impacts.
- **Air Quality:** The modified project would result in the construction of fewer residences, but would result in a larger area of ground disturbance. This scope does not include the quantification of air emissions using the California Emissions Estimator Model (CalEEMod) because the original IS-MND did not prepare such a model. Therefore, we will qualitatively describe the potential air quality emissions of the modified project as compared to the original project to produce an "apples to apples" comparison.
- **Biological Resources:** Under this task, Rincon will conduct a biological resources assessment (BRA) of the project site. The BRA will include updated literature review and database queries; a field reconnaissance survey to confirm existing conditions; and documentation of the affected environment, potential impacts, and applicable mitigation measures from the adopted IS-MND that address impacts to biological resources. Based on an initial review of aerial imagery, the previously disturbed nature of much of the site, and the intensively developed surrounding area, Rincon assumes an abbreviated analysis will be sufficient to support CEQA environmental review.

Rincon will conduct updated queries of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB), the United States Fish and Wildlife Service (USFWS) Critical Habitat Portal, the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants of California, the US Geological Survey (USGS) National Hydrography Dataset (NHD), and USFWS National Wetlands Inventory (NWI), and review of aerial imagery and available maps, the CDFW Special Animals List, project-specific reports such as the Revised Biological Assessment and Jurisdictional Wetland Delineation (referred to as LSA 2006a and 2006b, respectively, in the adopted IS-MND), and relevant federal, state and local plans, ordinances, policies and regulations that address sensitive species and biological resources. The results of the database queries and literature **will** serve to focus a field reconnaissance survey.

Rincon will conduct a reconnaissance-level field survey to assess the habitat suitability for potential special status species, map the existing vegetation and land cover types, map any sensitive biological resources currently on site, document any wildlife connectivity/movement features, and record observations of plant and wildlife species. The survey will serve to confirm the results of previous surveys and assessments for the original project site and to assess the modified project site. Rincon will conduct a habitat assessment, including mapping of natural terrestrial communities and any protected trees (specific to local ordinance), and identify plant and wildlife species encountered, including any special status species. No focused/protocol surveys are proposed. Rincon will also conduct a reconnaissance-level drainage assessment to identify potential jurisdictional waters; no formal jurisdictional delineation is proposed. The project site

will be photographed, and any significant findings on site will be mapped. Given the highly disturbed and developed nature of the project area, Rincon anticipates an efficient effort resulting in confirmation of the previous results. Based on the results of the field survey, Rincon will identify any additional species-specific or protocol-level studies that may be recommended or necessary for permit issuance, if applicable.

During the environmental review process leading to the adopted IS-MND, a Revised Biological Assessment and Jurisdictional Wetland Report (separate documents) were prepared by LSA. Based on a preliminary desktop review, the site conditions of the modified project site are more disturbed and less suitable for special status species and aquatic resources than the original project site. Rincon's efforts will serve to confirm the existing conditions identified during the previous analysis and current desktop analysis. In the interest of conserving budget, Rincon proposes to forego preparation of an additional Biological Assessment/Biological Resources Assessment document. Rather, Rincon proposes to document the results of the BRA in the Addendum directly.

- **Cultural Resources:** The Cultural Resources section will address historical and archaeological resources within the project area and the project's potential impacts to those resources based on the Cultural Resources Assessment Report included in Task 2 and included as an appendix to the Addendum. Mitigation from the adopted IS-MND will be relied upon to reduce potential impacts.

Energy: The adopted IS-MND did not include a discussion of energy, as questions pertaining to this topic were added to the CEQA Appendix G Checklist in December 2018. Rincon will analyze whether the project would result in wasteful, inefficient, or unnecessary consumption of energy, or wasteful use of energy resources, during project construction and operation. Rincon will also consider whether the project would conflict with, or obstruct a state or local plan for, renewable energy or energy efficiency.

- **Geology and Soils:** Rincon will conduct a paleontological resources study to identify the geologic units that may be impacted by project development, determine the paleontological sensitivity of geologic unit(s) within the project site, assess potential for impacts to paleontological resources from development of the proposed project, and recommend mitigation measures to avoid or mitigate impacts to scientifically significant paleontological resources. The paleontological resource study will be designed to support applicable environmental review and consist of reviewing existing geologic maps and examining primary literature regarding fossiliferous geologic units within the project vicinity and region. Rincon will also complete a records search with the University of California Museum of Paleontology.

Rincon will summarize the results of the paleontological study to be included in the Geology and Soils section of the Addendum. The summary will discuss the results of the literature review and record search, provide a discussion of the regional geology and the geologic unit(s) present within the project site, characterize the paleontological sensitivity of the geologic units present within the project site using the Society of Vertebrate Paleontology paleontological sensitivity classification system, assess the

potential for significant impacts to scientifically important paleontological resources under state and federal guidelines, and provide management recommendations for avoiding or reducing impacts to paleontological resources from project development as necessary.

- **Greenhouse Gas Emissions:** The modified project would result in the construction of fewer residences, but would result in a larger area of ground disturbance. This scope does not include the quantification of greenhouse gas emissions using CalEEMod because the original IS-MND did not prepare such a model. Therefore, we will qualitatively discuss the greenhouse gas emissions of the modified project as compared to the original project.
- **Noise:** The modified project would result in the construction of fewer residences, but would result in a larger area of ground disturbance, affecting nearby sensitive receivers slightly differently than the original project. Rincon will focus the noise and vibration analysis on the added northern portion of the modified project site and receivers closest to this area. Mitigation measures in the adopted ISMND will be relied upon to address potential impacts.
- **Transportation:** Based on the reduction in residential lots as part of the modified project, Rincon assumes a formal traffic analysis will not be required. Rincon will qualitatively discuss trips generated by the modified project as compared to the original project, and will rely on the mitigation measures included in the adopted IS-MND to address potential impacts of the modified project. This scope does not include a quantitative VMT analysis.
- **Tribal Cultural Resources:** The adopted IS-MND did not include a discussion of tribal cultural resources. Because the adopted IS-MND was released prior to July 1, 2015, the project is not subject to Assembly Bill 52 tribal consultation requirements. Rincon will collect regional background information on tribal cultural resources that could be affected by the project. The collected information will include NAHC SLF Search, reviews of regional ethnographic information, and information from relevant past projects.
- **Wildfire:** The adopted IS-MND did not include a discussion of wildfire, as questions pertaining to this topic were added to the CEQA Appendix G Checklist in December 2018. Rincon will identify the nearest State Responsibility Area and Very High Fire Hazard Severity Zone and discuss potential wildfire impacts related to the modified project. It is anticipated that no impacts or mitigation measures will be identified, as the project site is surrounded by urban development.

Conclusion. This section will provide a brief summary of the impact determinations in the Addendum and reiterate applicability of an Addendum for the proposed project. The Draft Addendum will be in the format of a stand-alone report. Rincon will submit an electronic copy of the Draft Addendum in Microsoft Word format for the City for review and comment.

Task 4 Final Addendum

Rincon will address City comments on the Draft Addendum and prepare the Final Addendum. We assume that, consistent with the *CEQA Guidelines*, the document will not be specifically and separately circulated for public comment. Rincon will provide an Administrative Record of all references used in preparation of the Addendum to the City with the Final Addendum.

Task 5 Accessibility Compliance

Rincon will provide remediation services to output a digital PDF of the Final Addendum to meet, to the maximum extent possible, the Web Content Accessibility Standards (WCAG) required under Section 508 of the Rehabilitation Act of 1973. Americans with Disabilities Act (ADA) title II and California Government Code 7405 also require governmental entities to make their digital content accessible prior to posting content online for public review.

Rincon provides a variety of accessibility solutions that will meet the project's budget, needs and requirements. Rincon proposes the following scope for accessibility compliance for this project:

- Analyze and update the documents to pass the built-in Accessibility Checkers.
- Review, assess, and report on text color contrast issues. If possible, the change the colors with
- permission from the content creator to meet the WCAG color contrast requirements of Level AA.
- Remediate illogical reading order issues.
- Apply or remediate the alt text on images.
- Remediate structural tag issue for styles, tables, lists, links, and footnotes for accuracy, identification, functionality, and usability.
- Check or apply usable bookmarks.
- Provide an Accessibility Conformance Report.

We assume the above scope will require 5 minutes per page of staff time, and estimate 110 total pages of the Final Addendum, based on typical Addendum lengths and one anticipated appendices (the Cultural Resources Assessment to be completed as part of Task 2).

Rincon strives to ensure that its documents meet the basic requirements of accessibility compliance. We will work to achieve these standards within the time and conditions agreed

upon but cannot anticipate every situation that may arise related to the accessibility and usability of a document. If there are unique viewer access needs or circumstances that should be considered in completing this service, please make sure to inform us as soon as possible before work begins.

Task 6 Project Management

Rincon will provide project management services under this scope of work. Management efforts will consist of regular communications with City personnel on an as-needed basis via email and phone to provide updates on the progress of the Addendum and discuss any issues that arise over the course of the project. This task includes internal coordination with the project team and ongoing project management responsibilities throughout the duration of the of the project, such as cost and schedule tracking, progress reporting, invoicing, and quality control.

Optional Task 7 Public Hearing Attendance

Should the City require support at public hearings, Rincon staff can attend in-person or virtual public hearings (Planning Commission and/or City Council) on the project. At the City's request, we can prepare and deliver a presentation that summarizes the CEQA process and the findings of our analysis.

Optional Task 8 Assembly Bill 52 Consultation Assistance

Assembly Bill (AB) 52 consultation is not required for an Addendum; however, if the City wishes to conduct AB 52 consultation to maintain relationships with local tribes or for other reasons, Rincon can prepare a consultation package for the City's use.

Rincon will assist the City with Native American government-to-government consultation in accordance with AB 52. The purpose of AB 52 consultation is to identify any Tribal Cultural Resources (TCRs) within the project site that may be impacted by proposed development. Rincon assumes the City will provide a list of tribes who have requested AB 52 notification for projects within their cultural territory. Rincon will draft letters and a map of the project site for the City to send to Native American tribal government contacts, as well as provide the City with a tracking table and instructions for successful AB 52 consultation. This effort does not include any meetings or direct contact with tribal organizations as part of the AB 52 consultation process.

This optional task does not include Rincon attendance at any AB 52 meetings; however, Rincon can do so at the City's request, for an additional fee.

Optional Task 9 Senate Bill 18 Consultation Assistance

Senate Bill (AB) 18 consultation is required for any project that results in a General Plan Amendment, including this project. As an optional task, Rincon will assist the City with Native American governmentto-government consultation in accordance with SB 18. SB 18 assistance package will include preparation of an SB 18-specific SLF search request to the NAHC, draft letters and maps for Native American tribal contacts, and provide the City

with a tracking sheet and instructions for successful SB 18 consultation. Native American contacts have 90 days to respond and request further consultation.

This optional task does not include Rincon attendance at any SB 18 meetings; however, Rincon can do so at the City's request, for an additional fee.

EXHIBIT “B”

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (deletions shown in ~~strike through~~ and additions shown in ***bold italics***):

I. Section 5.3, Indemnification, is amended to read:

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

a. Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

b. Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

c. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

d. Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as

a result of City's sole negligence or willful acts or omissions., ~~but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that~~ **D**esign professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

II. Section 7.7, Liquidated Damages, is deleted in its entirety.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Consultant will perform the Services at the following rates:

**Suisun Olive Tree Ranch Residential Project
Cost Estimate**

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task 1: Project Mobilization and Kickoff Meeting		5.00	1,004.00	0.00	1,004.00
Principal I	285.00	1.00	285.00		
Senior Planner I	208.00	3.00	624.00		
Admin Assistant/Billing Specialist	95.00	1.00	95.00		
Task 2: Cultural Resources Assessment		51.00	9,424.00	1,225.00	10,649.00
Principal II	295.00	2.00	590.00		
Supervisor Archaeologist I	240.00	3.00	720.00		
Senior Archaeologist II	224.00	11.00	2,464.00		
Archaeologist III	170.00	23.00	3,910.00		
Archaeologist II	153.00	10.00	1,530.00		
Production Specialist I	105.00	2.00	210.00		
GPS				65.00	
Record Search				920.00	
Standard Field Package				110.00	
Travel - Mileage				130.00	
Task 3: Draft IS-MND Addendum		151.00	26,817.00	999.00	27,816.00
Principal II	295.00	2.00	590.00		
Principal I	285.00	6.00	1,710.00		
Senior Biologist I	208.00	10.00	2,080.00		
Senior Planner I	208.00	10.00	2,080.00		
Biologist IV	184.00	54.00	9,936.00		
Archaeologist III	170.00	5.00	850.00		
Planner II	153.00	50.00	7,650.00		
GIS/CADD Specialist II	146.00	11.00	1,606.00		
Production Specialist I	105.00	3.00	315.00		
Record Search				690.00	
Standard Field Package				110.00	
Travel - Mileage				199.00	
Task 4: Final IS-MND Addendum		16.00	2,932.00	0.00	2,932.00
Principal I	285.00	2.00	570.00		
Senior Planner I	208.00	4.00	832.00		
Planner II	153.00	10.00	1,530.00		
Task 5: Accessibility Compliance		9.00	2,322.00	0.00	2,322.00
Senior Supervisor Planner II	258.00	9.00	2,322.00		
Task 6: Project Management		24.00	4,550.00	0.00	4,550.00
Principal I	285.00	6.00	1,710.00		
Senior Planner I	208.00	10.00	2,080.00		
Admin Assistant/Billing Specialist	95.00	8.00	760.00		

Project Total	256.00	47,049.00	2,224.00	49,273.00
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Optional Task 7: Attendance at public hearings: \$2,000/public hearing

Optional Task 8: Assembly Bill 52 Assistance \$1,700

Optional Task 9: Senate Bill 18 Assistance \$1,700

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services. NOT APPLICABLE.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1. NOT APPLICABLE

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Any labor related to optional tasks is not included in this schedule.

Work Product / Milestone	Estimated Completion (Weeks)
Task 1 Kickoff Meeting	1 Week from Notice to Proceed
Task 2 Cultural Resources Assessment	8 Weeks from Notice to Proceed
Task 3 Draft Addendum	8 Weeks from Notice to Proceed
Task 4 Final Addendum	3 Weeks from Receipt of Comments
Task 5 Accessibility Compliance	3 Weeks from Receipt of Comments
Task 6 Project Management	Throughout

II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

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CITY COUNCIL
Mayor
Alma Hernandez, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Wanda Williams

CITY COUNCIL MEETING

First and Third Tuesday
Every Month

MINUTES

REGULAR MEETING OF THE SUISUN CITY COUNCIL

**SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,**

AND HOUSING AUTHORITY

TUESDAY, SEPTEMBER 6, 2022

6:30 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE

Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

FACE MASKS ARE RECOMMENDED FOR MEMBERS OF THE PUBLIC WHILE IN CITY FACILITIES IF NOT FULLY VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

THE CITY COUNCIL HAS RESUMED IN-PERSON MEETINGS IN ADDITION TO ZOOM. A LIMITED NUMBER OF SEATS ARE AVAILABLE, TO RESERVE A SEAT PLEASE CONTACT THE CITY CLERK AT clerk@suisun.com OR 707 421-7302.

ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 850 4282 4837

CALL IN PHONE NUMBER: (707) 438-1720

**REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING
BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6 PM) OR
VIA WEBSITE OR PHONE APPLICATION, ZOOM**

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

(Next Ord. No. – 796)

(Next City Council Res. No. 2022 – 128)

Next Suisun City Council Acting as Successor Agency Res. No. SA2022 - 04)

(Next Housing Authority Res. No. HA2022 – 03)

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320
FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340
SUCCESSOR AGENCY 421-7309 FAX 421-7366

ROLL CALL

Vice Mayor Hernandez called the meeting to order at 6:31 pm with the following Council Members present:

PRESENT: Day, Hernandez, Hudson, Williams

ABSENT: None

Pledge of Allegiance was led by Council Member Williams.

Invocation was given by Council Member Hudson.

CONFLICT OF INTEREST NOTIFICATION None

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

REPORTS: (Informational items only)

1. City Manager/Executive Director/Staff

Nelson Center open as a cooling center through Thursday and longer if needed.

2. Recreation, Parks, Marina & Arts Commission Update – (Chairperson Meek).

Update and power point presented by Chairperson Meeks.

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

Proclamations Presented at Meeting

3. Proclamation Proclaiming August 25, 2022, as “The Touro University of California 25th Year Anniversary Celebration” in Suisun City – (Hernandez: ahernandez@suisun.com).

Vice Mayor Hernandez read the proclamation which was presented at an earlier event.

Proclamations Not Presented

4. Proclamation Proclaiming September 17 through 23, 2022 as “Constitution Week” in Suisun City - (Hernandez: ahernandez@suisun.com).

Vice Mayor Hernandez read proclamation and Council Member Williams presented proclamation to Nanette Shamieh, Constitution Week Committee Chair.

5. Introduction and Swearing-in of Suisun City Police Department Personnel – (Roth: aroeth@suisun.com).

Police Chief Aaron Roth introduced new Public Safety Dispatcher Jessica Escobedo. Clerk Skinner swore in Ms. Escobedo. Council took a short recess for refreshments and reconvened at 7:04 pm.

6. Presentation of Suisun City Flooding Resilience by Elena Karoulina from Sustainable Solano. Alex Lenin gave the power point presentation.

PUBLIC COMMENTS

James Berg commented that we have started being proactive in the marshes with two restoration projects but doesn't believe the studies took them into consideration; would like to

see them revised or numbers redone; fire prevention was not discussed and would like to see monies go towards fire prevention.

Steve Olry commented there are two separate issues, flooding, and dredging; maybe we will get funding for dredging but if we don't how do we come up with the \$10 mil that will be needed to dredge; the committee will address the flooding issue but doubt they will address the silt issue when dredging is not done.

George Guynn commented we need to have money allocated for certain things; general tax measures can be used for anything; so, anything the city does needs to be specific measures.

Donna LeBlanc commented she was honored to be a community member on the workshop; heard at prior meeting the Army Corps of Engineers having a contract with the city to do dredging and someone was to look into it but not sure if that was followed through.

Jay Gunkleman commented it was a very productive meeting; a piece of the dredging regarding placement of dredging spoils was discussed; BCDC heard our request to use spoils to build up the land for lateral levees; concerns are timely, and planning needs to happen now and have we do have some good solid plans ahead of us.

Jenalee Dawson urged that we are getting our community members involved and preparing homeowners of the financial implications if we are rezoned into a flood area and are then required to add flood insurance.

Council thanked Sustainable Solano and the committee for the work done and the presentation.

PUBLIC COMMENTS

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

Steve Olry commented in the last 2-4 months we have spent \$3.5-4 mil in payroll, bills, settling lawsuits with just \$2-2.5 mil in revenue; how are we going to move forward, how are we going to dredge if we have to pay for it; have more questions with no guarantees; please talk about how we are going to bridge financial gaps instead of handing out all these proclamations.

George Guynn commented he has asked at prior meetings to have addresses listed for projects on agendas rather than just the parcel numbers as the public has no idea where they are located or how to get that information; need to obtain competitive bids as much as possible; spend less to stay within budget; need to get another auditor.

Michell Chavez asked how long, what business owners are calling, the "KOA RV park" next to the Pickering property continue to exist? What steps, if any, are being taken to remove the tents, cars, and RVs; who is monitoring the property; is there any possibility of having the property fenced to prevent dumping; corner of Blossom and Railroad has occupied RVs/wrecking

yard/inoperable vehicles being monitored; thanked the Police Department for the extra patrols around the Autumn Oaks Apartments.

Donna LeBlanc thanked Vice Mayor Hernandez for coming to the rescue of our citizens yesterday and getting the Nelson Center opened up as a cooling station; thank you to the Hampton Inn for being pet friendly so those without power had a place to get a room with their pets; Clean Team will meet a 9 am Saturday at the Black Bear to clear trash from the vacant lot behind the post office and if anyone is able to help, please come out.

Durriya Syed with the Department of Insurance spoke briefly about the State sponsored liability insurance program.

Wayne Day voiced concerns about the hazardous propane rail cars on the tracks; they need to be moved down the tracks away from residential area and would like a reply on what can be done.

COUNCIL COMMENTS

7. Council/Boardmembers Updates

Council Member Hudson voiced concerns about the work PG&E is doing on the “Duck” streets and the poor job in repairing them; hold them accountable; hope every had a great Labor Day; with the excessive heat this week he thanked RPMA for opening the Nelson Center.

Council Member Williams thanked staff for acting so quickly in getting the cooling station opened; thanked everyone for being here tonight; celebrated yesterday with labor unions; will be attending the League of California Cities for the Community Service Committee in Long Beach.

Council Member Day commented the School Street project has started and is looking forward to its completion.

Vice Mayor Hernandez commented the Suisun Solano Water Authority Board is meeting next week and will be discussing the housing project Council Member Day mentioned; the meeting is open to the public if you wish to hear more about the project water services; thanked Kris for helping with opening Nelson Center; thanked Donna LeBlanc and Sheila Rose for being active members of our community and contacting her with their concerns; had the opportunity to tour the Water Treatment plant; celebrated Labor Day with labor unions; will also be attending the League of California Cities conference in Long Beach and will be installed as President of the Northern Division of California Cities.

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

8. Council Consideration and possible action to adopt Resolution No. 2022-128: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City’s legislative bodies, as authorized by government code section 54953(e) *et seq.*, through October 6, 2022 – (Folsom: gfolson@suisun.com).

9. Council Adoption of Resolution No. 2022 - 129: Authorizing the Purchase of 31 Sets of Structural Firefighting Turnouts from Allstar Fire Equipment Inc. in an amount not to exceed \$98,000.00 – (Renucci: grenucci@suisun.com).
10. Council Adoption of Resolution No. 2022-130: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Bellecci and Associates for the Green Stormwater Infrastructure Project and Authorize Contract Amendments up to 10% of the Contract Amount – (Vue: nvue@suisun.com).
11. Accept the Investment Report for the Quarter Ending June 30, 2022 – (Luna: eluna@suisun.com).
12. Authorizing the Mayor Pro Tem to Execute a Letter of Support for SB 1338 (Umberg) – (Folsom: gfolson@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency / Housing Authority

13. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on July 26, 2022 - (Skinner: askinner@suisun.com).

Council Member Day pulled Item #12.

PUBLIC COMMENTS

George Gynn

Item #8

He commented that COVID has been going on for over two years and we need to get back to normal; Dr. Fauci is leaving office; does not feel this item needs to continue to be on the agenda.

Item #9

There is local vendor that sells these items and hopes competitive bidding is in play.

Steve Olry

Item #9

Feels the public has rights to see bids; uniform shop in Marina Center; sure process was followed but would like to see the information and that local businesses are being used.

Donna LeBlanc

Item #10

Housing Element concern about the green water element being a parking structure and low-income housing will that green water safety measure portion of that property be exempt from sale of that property and development?

Deputy Chief Renucci and Public Works Director Vue were available to respond to public concerns.

Motion by Council Member Hudson moved to approved Consent Calendar Items #8, 9, 10, 11 and 13 and seconded by Council Member Williams. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams

NOES: None

ABSENT: None

ITEM #12

Council Member Day stated she was not in favor of this item.

Council Member Hudson commented the League of California Cities always has a letter they want signed; feels this is a bad habit to get into to just sign letters; doesn't feel it really helps; does support what it is about.

Council Member Williams brought this letter forward as Chairwoman for Community Services Policy Committee so we could weigh in on this legislation and provide tools necessary to those in need.

Vice Mayor Hernandez commented that one of the areas in helping homelessness is providing for mental health issues; CARE Court program will allow cities to access funding available.

PUBLIC COMMENTS

George Guynn commented this is something to stay away from; Los Angeles and San Francisco have major issues and have not been able to resolve it and we do not have the homelessness problem like they do; as a city we are responsible for roads, garbage is picked up and getting cities involved in homeless is heading for disaster.

Steve Olry feels Vice Mayor Hernandez just got caught playing politics and this is not the place; he would like to hear a discussion from both sides.

Motion by Council Member Williams to approve Consent Calendar Item #12 and seconded by Vice Mayor Hernandez. Motion failed by the following vote:

AYES: Hernandez, Williams

NOES: Day, Hudson

ABSENT: None

PUBLIC HEARING None

GENERAL BUSINESS

City Council

14. Recreation, Parks, & Marina Department Showcase – (Lofthus: klofthus@suisun.com).

RPMA Director Kris Lofthus presented the showcase.

Council thanked Kris for a great presentation and the great work the staff does.

PUBLIC COMMENT

James Berg commented it was a great presentation; voiced concern about the fishing dock maintenance; there are no programs for middle age groups.

Donna LeBlanc thanked Kris for a great report; significant improvement on programs and grants; some parks are in need of repair, slide at Mike Day Park needs repair; playground at Heritage Park “Ninja” area don’t work; current survey out for RPMA and you can get link on city website to participate.

REPORTS: (Informational items only)

15. Non-Discussion Items

ADJOURNMENT

There being no further business the meeting was adjourned at 9:19 pm.

Anita Skinner, City Clerk

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CITY COUNCIL
Mayor
Alma Hernandez, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Wanda Williams

CITY COUNCIL MEETING

First and Third Tuesday
Every Month

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, SEPTEMBER 20, 2022

5:30 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE

Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

FACE MASKS ARE RECOMMENDED FOR MEMBERS OF THE PUBLIC WHILE IN CITY FACILITIES IF NOT FULLY VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

THE CITY COUNCIL HAS RESUMED IN-PERSON MEETINGS IN ADDITION TO ZOOM. A LIMITED NUMBER OF SEATS ARE AVAILABLE, TO RESERVE A SEAT PLEASE CONTACT THE CITY CLERK AT clerk@suisun.com OR 707 421-7302.

ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 839 7347 3481

CALL IN PHONE NUMBER: (707) 438-1720

**REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING
BY EMAILING CLERK@SUISUN.COM (PRIOR TO 4pm) OR
VIA WEBSITE OR PHONE APPLICATION, ZOOM**

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

ROLL CALL

Vice Mayor Hernandez called the meeting to order at 5:30pm with the following Council Members present:

PRESENT: Day, Hernandez, Hudson, Williams (arrived at 5:33pm)

ABSENT: None

CONFLICT OF INTEREST NOTIFICATION NONE

(Any items on this agenda that might be a conflict of interest to any Councilmembers should be identified at this time.)

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320
FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340
SUCCESSOR AGENCY 421-7309 FAX 421-7366

PUBLIC COMMENT NONE

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

CLOSED SESSION

Pursuant to California Government Code Section 54950 the Suisun City Council will hold a Closed Session for the purpose of:

City Council1. **PERSONNEL MATTERS**

Pursuant to California Government Code Section 54957(b)(1) et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Discipline/Dismissal/Release.

2. **CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager and City Attorney

Employee organizations:

Unrepresented Employees;

SCEA (Suisun City Employees' Association);

SCMPEA (Suisun City Management and Professional Employees' Association);

SCPOA (Suisun City Police Officers Association);

SCPFA IAFF (Suisun City Professional Firefighters' Association).

Council entered into Closed Session at 5:34pm.

CONVENE OPEN SESSION

There were no announcements following Closed Session.

ADJOURNMENT

There being no further business the meeting was adjourned at 6:45pm.

Anita Skinner, City Clerk



CITY COUNCIL
Mayor
Alma Hernandez, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Wanda Williams

CITY COUNCIL MEETING

First and Third Tuesday
Every Month

MINUTES

REGULAR MEETING OF THE SUISUN CITY COUNCIL

SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, AND HOUSING AUTHORITY TUESDAY, SEPTEMBER 20, 2022

6:30 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE

Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

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(Next Ord. No. – 796)

(Next City Council Res. No. 2022 – 131)

Next Suisun City Council Acting as Successor Agency Res. No. SA2022 - 04)

(Next Housing Authority Res. No. HA2022 – 03)

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320
FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340
SUCCESSOR AGENCY 421-7309 FAX 421-7366

ROLL CALL

Vice Mayor Hernandez called the meeting to order at 6:57 pm with the following Council Members present:

PRESENT: Day, Hernandez, Hudson, Williams

ABSENT: None

Pledge of Allegiance was led by Fire Chief Lopez.

Invocation was given by City Manager, Greg Folsom

CONFLICT OF INTEREST NOTIFICATION NONE

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

REPORTS: (Informational items only)**1. City Manager/Executive Director/Staff**

- Attended the I Art Suisun event which was outstanding and very well attended.
- Ohana Fest on Saturday, 9/24 from 10 am-4 pm
- Grand opening of La Guagua in the Marina Center on 9/28 from 5:30-7:30 pm.
- Art, Wine and Music Festival on Saturday, 10/1
- Boat-in Movie the Goonies at the north basin on Saturday, 10/1 sponsored by the RPMA.
- Car Cruise on Main Street on Friday, 10/7 at 5:50 pm with the Car Show on Saturday, 10/8 from 9 am-2 pm sponsored by RPMA.
- Celebration of Life for long time City employee Pete Dominguez on Friday, 10/7 at 1 pm at the Joseph Nelson Center.

Council Member Hudson expressed sorrow on hearing of Pete's passing and commented that he was a mainstay in Suisun City and loved by all.

Council Member Williams extended her sympathies to Pete's friends and family. She also thanked the RPMA for a great event for the I Art Suisun.

Council Member Day expressed her sorrow in Pete's passing; he was a truly wonderful guy and he will be missed.

Vice Mayor Hernandez expressed condolences to Pete's family; extend gratitude to RPMA for the I Art Suisun event; drew a really large crowd and there is a video on line if you were unable to attend; thanked the RPMA Commissioners Lorraine Meek, Princess Washington, Aaron Stencil, Tyler Wilson and Eddrick Osborne who help lead some of these efforts; recognized Levin Kids who are doing great work and invited her to be a guest speaker to 5-10 yr. old's on what we do at City Council and what community really means; attended the League of California Cities conference in Long Beach and was installed as President of the North Division which includes 31 cities with the North Bay.

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

2. Introduction and Swearing-in of Suisun City Fire Chief Brad Lopez – (Folsom gfolson@suisun.com).

City Manager Folsom introduced the new Fire Chief Brad Lopez who was then sworn in by Clerk Skinner.

Council Members welcomed Chief Lopez and look forward to working with him. Council took a brief recess for refreshments.

Meeting resumed at 7:31 pm.

PUBLIC COMMENTS

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

Clerk Skinner read an anonymous email regarding the development of Lotz Road and Highway 12 project; the building sit is right next to G.I. Game preserve with a new foot bridge from the Bike Trail; we could create a trail loop; he also had name suggestions if a new street is to be built; there is a bridge on the Linear Bike Trail near the college that is paid for that we might be able to obtain.

Steve Olry commented on the lack of discussion in all these meetings, why we vote the way we do, to continue on current path without major development and giving our last remaining parcels exempt from property taxes we will fail at our financial obligations; no discussion of financial goals we need to achieve to get us out of this mess; we have increased labor pool that we will not be able to sustain.

George Guynn commented that any actions taken from closed session meeting is to be disclosed; there was a disciplinary action discussed and nothing was reported so he had to assume no decision was made; city has spent money on things that weren't always best for the public in general and consequence of that are the roads and infrastructure; what's going to happen to the Lawler House and hopes the city comes up with a good solution for that.

Stanley Moody commented on dog kennels within a residential area and stated the city ordinance allows for 3 adult dogs; the residence at 502 Emperor Drive, next to his house, is a full dog kennel; he has made complaints to the Police and to Animal Control; he has pictures and recordings; the residence smells, there are flies, and constant noise; asking city to look into this matter; there appears to be no sign of permanent residency at this house.

Katrina Garcia thanked the city for starting to work on the streets; thank you to RPMA for activities, thank you to the Police for their increased presence; did a ride along with Fire and the collaboration between Police and Fire is beautiful; thank you for the explanation on how to use the comment cards.

Roberta wanted to congratulate and recognize the RPMA for the recent I Art Suisun event; it was diverse, inclusive, wonderful, equitable; requesting to do it again.

Donna LeBlanc thank you to RPMA for fabulous event, suggested to do it again soon before year end; requesting a future agenda on what is happening with Harbor Theater; Adopt a Neighborhood has a workshop on Water Wise Gardening on 9/24 at the Suisun Library 10-Noon; Hwy 12 planter boxes for weeding and winterizing on 10/8.

COUNCIL COMMENTS

3. Council/Boardmembers Updates

Council Member Hudson commented the RPMA for a job well done for the I Art Suisun event, would like to dedicate this council meeting to Peter Dominquez; welcome to our new Fire Chief, he feels he will be a great fit and expects great things; city still looks trashing; Stan Moody has reached out to him numerous times, has pictures, recordings encourage Police take a hard look at this place, would like Harbor Theater on a future agenda also.

Council Member Williams commented she would also like to dedicate meeting to Pete for his contributions and dedication to the city; agrees with a Harbor Theater update; update on signage; thanked the Adopt a Neighborhood team, Donna LeBlanc, Katrina Garcia, Ella McCoy, Linda Brown and Sheila Rose; encouraged the community to take advantage of these free workshops; attended the League of California Cities conference, great conference and learned how to put together 10 year programs on fixing roads.

Council Member Day have had a plan in place for some time to fix the roads, we just need to follow through with it; loved everything other members said, and this meeting absolutely needs to be dedicated to Pete, he was a great asset and will be missed.

Vice Mayor Hernandez agrees to adjourn in the memory of Pete; received a complaint about a different dog on a different street and will talk with staff on a working relationship with outside agencies; Animal Control number (707)449-1700, thank you to everyone for I Art Suisun, it was a wonder event.

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

4. Council Consideration and possible action to adopt Resolution No. 2022-131: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) *et seq.*, through October 19, 2022 – (Folsom: gfolson@suisun.com).
5. Council Adoption of a Resolution No. 2022-132: Amend the Job Classifications of Public Safety Dispatcher I/II and Senior Public Safety Dispatcher – (Penland: cpenland@suisun.com).
6. City Council Adoption of Resolution No. 2022- 133: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Goodwin Consulting Group to

complete a Fiscal Impact Analysis for the development of two logistics centers totaling 3.4 million square feet of industrial space within the City's Sphere of Influence – (Bermudez: jbermudez@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency / Housing Authority

7. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on August 3, 2022 - (Skinner: askinner@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

8. Council/Agency Approval of August 2022 Payroll Warrants in the Amount of \$564,978.09 and Council/Agency Approval of the August 2022 Accounts Payable Warrants in the Amount of \$1,254,568.15 – (Finance).

PUBLIC COMMENT

George Guynn

Item 4

Seems that it is way past time to get back to normal, doesn't need to continue to be on the agenda.

Item #6

Feels the hourly rates are excessive and the city needs to renegotiate.

Item #8

Fire house repair expense on Page 10 seems high and hopes that someone local was obtained to do the work.

James Berg

Item #6

Excited for this project in bringing in revenue long term but concerned we aren't being responsible financially; Page 36 breaks down the amounts we are being charged and would like more clarification; hourly rates are insane; should not accept but go back out to bid.

Donna LeBlanc

Item #6

Understands that no one responded to the initial RFP, went to a list and selected this company which clarification and additional information was provided to them but wonder if that same clarification was provided to all initial companies, maybe their bids would have been different; Should not accept, send it back out to bid; financial analysis portion mentions public services and guessing it means roads, hope we are looking at what it would cost to put in extra lanes on Walters and Peterson as they are going to be needed.

Mr. Bermudez answered concerns; municipal services review will need to be complete; Buzz Oates is funding this analysis not the city

Donna LeBlanc

Item #5

Asked if our current dispatchers meet all qualifications required in the amended job classification.

Christina Penland, Human Resources answered questions

Steve Olry

Item #8

Commented he add up numbers and it is almost \$1.8 mil and with our limited revenue it does not leave much to do anything else.

Mr. Folsom clarified that the warrants go against the entire budget not just the General Fund.

Motion by Council Member Williams to approve Consent Calendar and seconded by Council Member Day. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams

NOES: None

ABSENT: None

PUBLIC HEARING None

GENERAL BUSINESS None

REPORTS: (Informational items only)

9. Non-Discussion Items

ADJOURNMENT

Those in attendance stood for a moment of silence in honor of Pete Dominguez and meeting was adjourned at 8:20 pm in his name.

Anita Skinner, City Clerk

CITY COUNCIL
 Mayor
 Alma Hernandez, Mayor Pro-Tem
 Jane Day
 Michael J. Hudson
 Wanda Williams



CITY COUNCIL MEETING

First and Third Tuesday
 Every Month

MINUTES

REGULAR MEETING OF THE SUISUN CITY COUNCIL

SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, AND HOUSING AUTHORITY TUESDAY, OCTOBER 4, 2022

6:30 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE

Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

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ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 883 3604 9676

CALL IN PHONE NUMBER: (707) 438-1720

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING
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 VIA WEBSITE OR PHONE APPLICATION, ZOOM*

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

(Next Ord. No. – 796)

(Next City Council Res. No. 2022 – 134)

Next Suisun City Council Acting as Successor Agency Res. No. SA2022 - 04)

(Next Housing Authority Res. No. HA2022 – 02)

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320
 FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340
 SUCCESSOR AGENCY 421-7309 FAX 421-7366

ROLL CALL

Vice Mayor Hernandez called the meeting to order at 6:31 pm with the following Council

Members present:

PRESENT: Day, Hernandez, Hudson, Williams

ABSENT: None

Pledge of Allegiance was led by Council Member Williams.

Invocation was given by City Manager Folsom.

[Council Member - Wanda Williams: Present](#)

[Council Member - Jane Day: Present](#)

[Council Member - Mike Hudson: Present](#)

[Mayor Pro-Tem - Alma Hernandez: Present](#)

CONFLICT OF INTEREST NOTIFICATION

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

REPORTS: (Informational items only)

1. City Manager/Executive Director/Staff

- Attended the grand opening 9/28 for La Guagua located in the Marina Shopping Center
- Art/Wine/Music Festival, October 1, was well attended and benefited the Business Improvement District.
- Coffee with Cops tomorrow at McDonalds
- Ground breaking tomorrow for Blossom Apartments at 9 am.
- Friday is a Car cruise and a Car Show on Saturday at the waterfront sponsored by RPMA
- Monday is a holiday for Indigenous People Day and City Hall will be closed.
- SSWA meeting is moved from Monday to Tuesday next week.
- October 15 there will be an Open House at the Fire Department.
- Halloween Parade on Monday, October 31, further details at next meeting.
- Pete Dominguez, former longtime city employee, Celebration of Life, Friday, October 7 at 1 pm

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

2. Introduction and Swearing-in of Suisun City Police Department Personnel – (Roth: aroeth@suisun.com).

Chief Roth gave a brief introduction of the three officers being sworn in. Clerk Skinner administered the Oath of Office. Council Members welcomed them to the department.

Council took a short recess for refreshments at 6:53 pm and returned to open session at 7:02 pm.

3. Proclamations Presented at Meeting – (Hernandez: ahernandez@suisun.com).

- a. Proclamation Proclaiming the Week of October 9 – 15, 2022, as “Fire Prevention Week” in Suisun City.

Vice Mayor Hernandez read the proclamation which was presented by Council Member Hudson to Fire Marshal Colin.

Fire Marshal Colin commented this year marks the 100th Anniversary of Fire Prevention Week. The department has activities plan starting with an Open House on October 15; a poster contest for 1st Graders and the winner will receive a pizza party for his class to be delivered by the Fire Department.

- b. Proclamation Proclaiming September 15 - October 15, 2022, as “Hispanic Heritage Month” in Suisun City.

Vice Mayor Hernandez read the proclamation, which was present by Council Member Williams to Leo Callejas, President of the Hispanic Chamber of Commerce.

PUBLIC COMMENTS

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George Guynn commented at a recent meeting at the library it was mentioned there was a plan to build a new fire station, since we can barely support the existing station, where is the money going to come from; we need roads repaired, cleanup for trash.

Steve Olry gave a salute the new officers; commented on how various officials outside our city have batter our current state of affairs; now there’s mention of a new fire house, how do you plan to buy land and build a new one; salute neighborhood cleanup but it is not enough.

Tina Andrews commented she lives on West Street and have had three fires on the property directly behind it and grateful for the Fire Department; pavement in front of new homes being built on old Crystal site is extremely bad and wants to make sure it gets budgeted for repairs.

Michelle Chavez commented she has brought this item up in the past and has gotten assistance from the Police Department in the form of additional patrols; wondering if Health Services could go out and make contact with the stealth camper on Humphrey Drive; dream to have graffiti removed from the sound wall along the south side on Railroad Avenue; trash removed from the west side of Old Railroad Avenue and a special request to have the east side of Railroad Avenue mowed.

Dona LeBlanc commented she is upset our city was used for political gain; don’t complain unless you can provide a solution; 9/16 article Streets Team Enterprises Caltrans Cleans Area Freeways

Using Homeless as Labor; they are doing it through the Workforce initiative, Workforce.com/customers/streets/team and would appreciate it if council/staff look into this; tomorrow is a “5 day” - 5 minutes, 5 pieces of trash on a day ending in 5.

Joe Joyce (sound unfortunately did not make his comments clear) comments about political literature, trash and wishing candidates good luck in November.

Brian Ferraro thanked Council for allowing everyone to speak; trash is a challenge to the city with no solution; always the residents that bring it up; need to find a way to fine/cite these trucking companies; trailers, RV’s parked all over the streets also need to be addressed.

Wayne Day gave an atta boy for putting in a Starbucks on Walters Road and finally generating revenue; Main/Morgan there is a dead tree by the mortuary; a couple of weeks ago spoke about train cars on the secondary rail and would like a report back; Blossom/RR junkyard of vehicles and nothing has happened; trash along HWY 12 is mainly coming from the homeless and Solano Garbage and why are they not being held responsible.

COUNCIL COMMENTS

4. Council/Boardmembers Updates

Council Member Hudson

- Attended the Art/Wine/Music festival, big turnout;
- Attended Grand Opening of La Guagua, great food, nice owners;
- Looking forward to ground breaking on Blossom and the Halloween Parade;
- Trash is on his mind every day; Solano Garbage is the biggest contributor and maybe it’s time for the Council to take a hard look at them; BID has hired Solano Diversified Services for the downtown area and have done a really good job;
- Time Council take up the junkyard issue on RR/Blossom and pursue it hard;
- Come out for the cruise on Friday and car show on Saturday

Council Member Williams

- Attended La Guagua grand opening, and has already been back several times, great food and Latin culture;
- Cleaning up trash since 2017, created Adopt a Neighborhood, regarding the private property, there are legal issues and attorneys have been working with property owner; maybe Mr. Folsom can give an update to the public what can be shared on that property that the pictures were taken from;
- This weekend Adopt a Neighborhood will be winterizing the planter boxes along Hwy 12; end of month, class for children called “a day in the life of a farmer”; thanked community members that care and are out there doing the work;
- Started a new group on Next Door called Stop Illegal Dumping, this a solution oriented driven group; call PD when you see illegal dumping;
- Streets are always being worked on, had to deferred maintenance for two years; each year a list is created on which streets are to be repaired.

Council Member Day

- Need to hold Solano Garbage and the city accountable for the trash on Hwy 12 and city streets; have the opportunity so let's do it.

Vice Mayor Hernandez

- Important to continue the conversation and the city has been in litigation for some time on the property where illegal dumping is taking place and doing everything we can to address the issue;
- Have spoken to staff about holding companies accountable and how do we can do that; proving that company is responsible is the biggest issue;
- The General Plan through 2035 addresses a secondary fire station based on housing/population growth;
- Attended the Solano County Mayor's Committee meeting; have started conversations with the Cities of Vallejo, Benicia, and Rio Vista to work together regarding dredging in our cities and shorelines;
- Attended the second Regional Homelessness Committee Meeting and had a Judge Wendy Getty as a guest speaker to help us better understand the issues seen by members of the community prior to becoming homeless;
- Attended La Guagua grand opening; looking forward to Coffee with a Cop tomorrow; Inspire Dreams Start Now event

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

5. Council Consideration and possible action to adopt Resolution No. 2022-134: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) *et seq.*, through November 2, 2022 – (Folsom: gfolson@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency / Housing Authority

6. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on August 16, 2022 - (Skinner: askinner@suisun.com).

Motion by Council Member Day to approve Consent Calendar Items and seconded by Council Member Williams. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams

NOES: None

ABSENT: None

PUBLIC HEARING

Suisun City Council Acting as Successor Agency

7. PUBLIC HEARING:

Successor Agency Adoption of Resolutions Authorizing the Executive Director to Execute a Disposition and Development Agreement for Purchase and Sale of Real Property with Lionext: - (Bermudez: jbermudez@suisun.com).

- a. Resolution No. SA 2022-04 Authorizing the Executive Director to Execute a Disposition and Development Agreement and Joint Escrow Instructions with Lionext, Inc for the Sale of Approximately 0.17 Acres Located at the Northeast Corner of Main Street and Solano Street (Solano County Assessor's Parcel Number 0032-142-300)
- b. Resolution No. SA 2022-05 Authorizing the Executive Director to Execute a Disposition and Development Agreement and Joint Escrow Instructions with Lionext, Inc for the Sale of Approximately 0.15 Acres Located at the East Side of Kellogg Street (Solano County Assessor's Parcel Number 0032-142-280)
- c. Resolution No. SA 2022-06 Authorizing the Executive Director to Execute a Disposition and Development Agreement and Joint Escrow Instructions with Lionext, Inc for the Sale of Approximately 0.21 Acres Located at the North Side of Line Street in Downtown Suisun City (Solano County Assessor's Parcel Number 0032-142-240 and 0032-142-250)

Development Services Director Bermudez gave the staff report and the power point presentation.

Tony Lin and Amit Pal with Lionext, Inc. were present via ZOOM to answer questions.

City Attorney Gerli explained that the Surplus Land Act, one exemption to requirements of the Act is any properties that were under contract prior to September 2019 must be disposed of no later than December 31 of 2022; the DDA with MSW which expires October 29th.

Vice Mayor Hernandez opened the Public Hearing.

Tony Lin, Lionext, Inc

Develop Parcels 7, 8, 9 and 3. 3 of parcels will have Asian style restaurants with Parcel 7 having a high-end Japanese Steakhouse; breaking ground for Parcel 7 in 2023, Parcels 8 & 9 in 2024 and Parcel 3 in 2025.

Amit Pal commented they are in talks with Monarch Engineers for design and architecture.

James Berg commented his concern with their experience on this type of project; possible recession coming will parcels sit vacant again, need to have a clause with a sunset date; will they be responsible for property maintenance of all the parcels during development.

George Guynn commented interest rates are going to go up; could end up sitting undeveloped.

Steve Olry asked why wasn't this discussed a month ago; don't like the idea of temporary housing; how high can units go; where is the blue print, can we look at the proposal; hope there is someone on staff with real estate experience to make more sense of this.

Donna LeBlanc commented she searched Lionext and they are principally a logistic center) what experience do they have in building restaurants and apartments; what do you mean by short term rentals; will city and Planning Commission stay true to items in DDA and hold

the developer to them; at a later date the developer changes their mind and want to build something different will they be allowed to do so or held to the DDA.

J.A agree with last person, but feels for the city it should be more LBGTQ divided, Vice Mayor Hernandez explained the item being discussed. JA stated he had no comments on this item.

Edin loves the idea of more restaurants; wants to hear more on the developers and how they are going to be held accountable for keeping the plans; what are the short-term rentals and who are they catering to?

Hearing no further comments, the Public Hearing was closed.

Reopened Public Hearing for Lionext

Council Member Hudson asked the developers why they were not there in person.

Amit Pal explained they received an email yesterday about the meeting, thought it was scheduled for another night and already had a prior meeting tonight that could not be changed.

Closed Public Hearing

Motion by Council Member Day to approve Item 7 and seconded by Council Member Williams. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams

NOES: None

ABSENT: None

PUBLIC COMMENT re-opened due to a misunderstanding on the agenda item they wished to speak on.

Grant Ingram commented he made an offer a year ago to purchase 1240 Kellogg Street, along with purchasing the adjacent property, willing to step up and make that happen before the end of the year.

Michael Anthony submitted a year ago and nothing has happened; after 8 months received an RFP, answered by end of August; present situation is that it will be put off till 2023.

Katrina Garcia stated as the cost of living continues to rise many municipalities are struggling to keep up with the demand of affordable housing and this has led to an increase in the number of blighted and empty spaces. This is the city's chance to work with Wine Country Morgan, to bring in a multimillion-dollar car business to Suisun. She hopes the city will continue to have conversations with Mr. Ingram and Mr. Anthony to make this business happen and bring jobs and much needed revenue to the city.

Public Comments were closed.

Council Member Hudson moved to put off Item #8 to the next meeting with a second Council Member Day.

Council Member Williams and Vice Mayor Hernandez wanted to move forward with the presentation.

Motion failed.

GENERAL BUSINESS**City Council**8. [Finance Department Showcase - \(Deol: Ideol@suisun.com\).](mailto:Deol:Ideol@suisun.com)

Finance Director Deol presented the showcase and power point.

Council thanked Ms. Deol for the presentation.

Ms. Deol gave the website for the 2022-23 Annual Budget Digital Book that the public could view.

REPORTS: (Informational items only)

9. Non-Discussion Items

ADJOURNMENT

There being no further business the meeting was adjourned at 10:23 pm.

Anita Skinner, City Clerk

AGENDA TRANSMITTAL

MEETING DATE: October 18, 2022

CITY AGENDA ITEM: Discussion and Direction – Trash and Illegal Dumping

FISCAL IMPACT: There may be an impact to the General Fund depending upon the direction of Council.

STRATEGIC PLAN IMPACT: Provide Good Governance

STAFF REPORT: Council has asked that there be a discussion on ways to help address litter and illegal dumping. Council and staff receive complaints regularly about litter on Highway 12 and illegal dumping on sites throughout the city. Where there is dumping or litter from encampments on city-owned lands, staff is able to go in and clean as staffing allows. Public Works and the Police Department currently coordinate a monthly cleanup on one identified site per month. Public Works staff also cleans up illegal dumps on the side of the road within the City's right-of-way as they are identified.

Illegal dumping on private lands is a more difficult issue. Staff cannot enter the property and clean up without property owner legal permission, generally in the form of a right of entry. The normal process is to have Code Enforcement contact the property owner and notify them of the violation and provide an opportunity for voluntary compliance. When voluntary compliance is unsuccessful, the case escalates to citations and starts proceedings to cause abatement of the nuisance. If a property owner continues with noncompliance then the City could request an abatement order through the courts and the City could clean the property at our cost and lien the property for those costs.

With the cooperation of the property owner, Public Works last week cleaned the property at Railroad Avenue and Sunset. This property regularly suffers from illegal dumping. The City has been in litigation on a separate issue with the property owner for the last year, which has hampered our ability to take stronger action in cleaning this property as the owner had not been cooperative in the past. Staff is currently looking into the possibility of installing guard rails along the east-bound lane of Railroad to help prevent people from pulling over to dump on this property.

Code Enforcement has been an area that has not been focused on in previous years due to staffing and resources. Council approved the hiring of a new Code Enforcement Officer in the current budget and our new Code Enforcement Officer started yesterday, so we will be able to move more aggressively on this issue in the future. There may be some level of prioritization required as the program moves forward and cases rise.

PREPARED BY:

Greg Folsom, City Manager

There has been some public comments that garbage trucks and/or other trash haulers driving through Suisun City on Highway 12 are causing a large portion of the litter. While there may be some circumstances of this happening, staff has not noticed this happening on a widespread basis. Police Department staff have been notified to be on the lookout for this and to issue citations if noticed. In addition, the Potrero Hills landfill charges a \$52 fine to any vehicle that comes in with a trash load that is not covered or tarped.

Possible ideas for discussion:

- Boost fines for littering?
- Boost fines for illegal dumping?
- Require vacant properties to be fenced?
- Cameras?
- More vigorous enforcement?
- More resources to PW to focus on garbage clean up?
- Contract with third party for garbage clean up?
- Provide more resources to neighborhood clean up efforts?

Staff is looking for direction on what additional actions Council is looking for in addressing trash and illegal dumping in Suisun City.

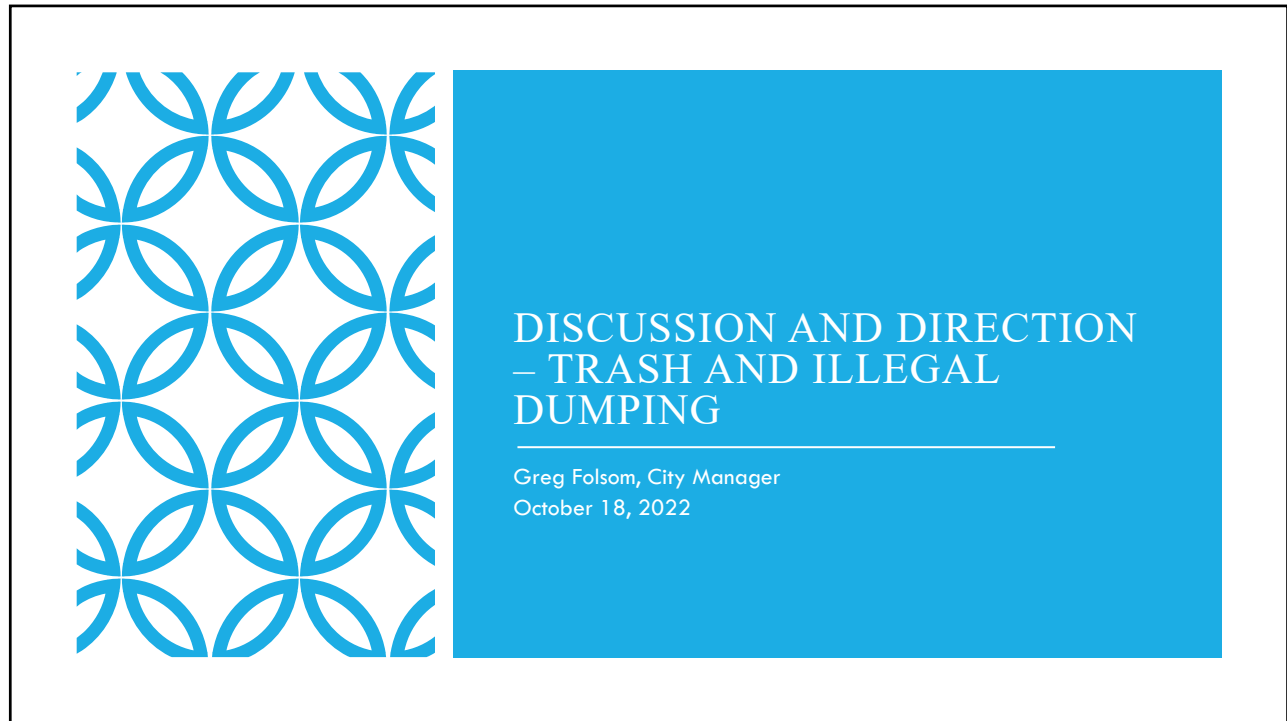
RECOMMENDATION: Discuss this item and provide direction to staff.

ATTACHMENTS:

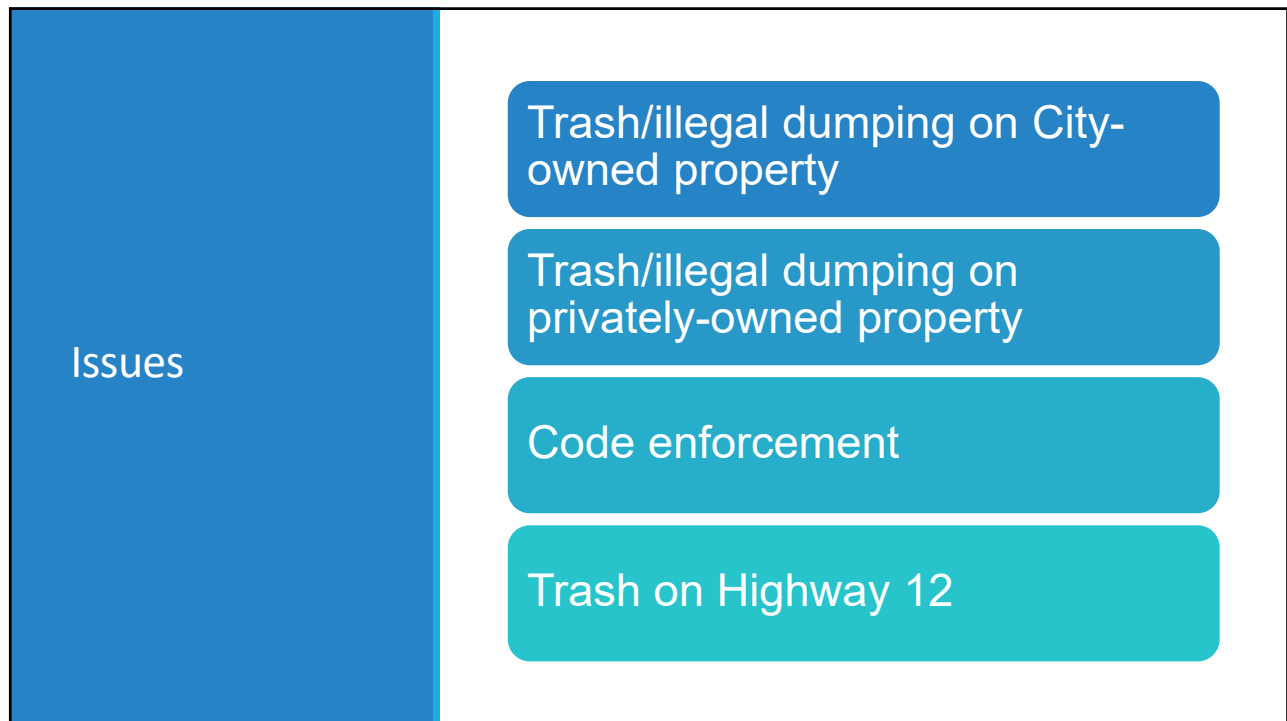
1. PowerPoint Presentation

PREPARED BY:

Greg Folsom, City Manager



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TRASH/ILLEGAL DUMPING ON CITY-OWNED PROPERTY

- PW cleans up large dumps on side of road in public right-of-way as notified
- PW and PD coordinate on a monthly large clean up



3

TRASH/ILLEGAL DUMPING ON PRIVATELY-OWNED PROPERTY

- More difficult
- City staff cannot clean without permission
- Not enough resources to clean all privately owned properties
- Have been in litigation with property owner of Sunset/RR but finally got approval to clean
- Code Enforcement will be key



4

CODE ENFORCEMENT

- Have not had staffing for true code enforcement
- CSO and CEO are different
- Hired new CEO who just started
- Blighted properties will be a priority

5

HIGHWAY 12

- Garbage trucks/trash haulers a problem?
- Landfill charges a \$52 fine for uncovered loads
- PD will cite vehicles littering
- PW cleans Hwy 12 on a quarterly basis

6

OTHER IDEAS?

- Boost fines for littering?
- Boost fines for illegal dumping?
- Require vacant properties to be fenced?
- Cameras?
- More vigorous enforcement?
- More resources to PW to focus on garbage clean up?
- Contract with third party for garbage clean up?
- Provide more resources to neighborhood clean up efforts?



7



Discussion

THANK YOU!

8

AGENDA TRANSMITTAL

MEETING DATE: October 18, 2022

CITY AGENDA ITEM: Development Services Department Showcase

FISCAL IMPACT: There is no fiscal impact to the General Fund from the item.

STRATEGIC PLAN IMPACT: Provide Good Governance, Section 4.7 – Improve productivity, efficiency, effectiveness, customer service and citizen satisfaction in all areas of municipal organization.

BACKGROUND: This report is provided to give a more in-depth look at the Development Services Department operational structure.

STAFF REPORT: To provide transparency, and insight, this report is produced to assist the community and City Council with a detailed view of current staffing, functions, accounting, reporting, responsibilities, accomplishments and goals of the Building and Planning divisions.

RECOMMENDATION: This is an informational only item, and no recommendation is associated with this item.

ATTACHMENTS:

1. PowerPoint Presentation

PREPARED BY:
APPROVED BY:

Jim Bermudez, Development Services Director
Greg Folsom, City Manager

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SUISUN CITY DEVELOPMENT SERVICES DEPARTMENT

Jim Bermudez, Development Services Director

October 18, 2022

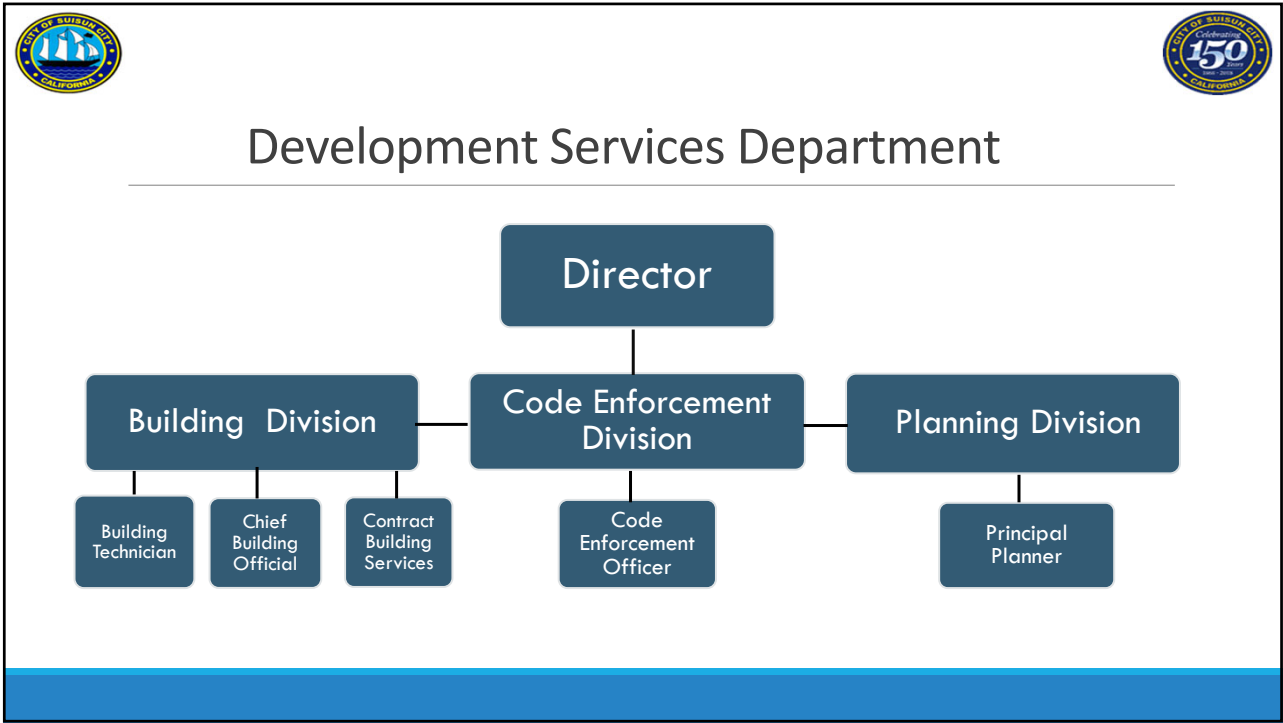
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Who Else Governs Development Services?

- ✓ **City Government:** thru the adoption of local ordinances by City Council
- ✓ **State Government:** for example, the Housing Element, Building Codes, Accessory Dwelling Units

2

2



3



4

Department Core Services

Land Use Planning	Economic Development
<ul style="list-style-type: none"> • Comprehensive Planning Program • Zoning Code Implementation • Counter assistance with planning and zoning inquiries • Complete environmental review for projects and monitor implementation 	<ul style="list-style-type: none"> • Coordination of dissolution of former Redevelopment Agency assets • Participation in regional economic efforts such as <i>Moving Solano Forward</i> • Preparation of Requests for Proposals (RFPs) for sale or lease of Successor Agency and City properties • Assisting projects through the development process

5

Department Core Services – Cont.

Building Permit Review & Inspection	Administrative Services
<ul style="list-style-type: none"> • Contract plan review and inspection services • Enforcement of building code • Permit processing (including education on submittal requirements) and issuance • Inspection of new commercial businesses to determine code compliance 	<ul style="list-style-type: none"> • Grant Preparation, Management, and Implementation • Consultant Management • Manage accounting for larger development projects • Reconcile quarterly development fees for outside agencies (e.g. SSWA, FSSD) • Reconcile monthly building permit fees for the City

6




Building Division Permitting




	2015	2016	2017	2018	2019	2020	2021	2022
Residential remodel-roofs, HVAC, water heater, windows, interior remodel	466	543	585	443	522	466	516	530
Residential auxiliary shed, patio covers, carport, pools	16	21	27	18	21	21	24	10
Solar	234	179	128	179	242	258	256	231
Residential additions-including JADU	6	23	5	4	5	3	6	1
Commercial remodel-TI, additions, signs, cell antennas, non-building structures	32	24	22	26	33	53	23	22
New Commercial	0	0	0	0	2	3	2	1
New single Family	8	52	7	3	0	1	2	1
New Multi Family	0	0	2	0	0	0	1	9
New ADU	0	0	1	1	0	1	5	0
Misc- demo, fire sprkl, cell towers, EV charging, backup battery	21	40	24	16	19	17	23	7
Total	783	882	801	690	844	823	858	812

7



Building Division Investment / Performance



	2015	2016	2017	2018	2019	2020	2021	2022
Total Job Valuations	\$11,453,120	\$27,154,072	\$12,889,239	\$10,777,476	\$25,737,088	\$31,785,264	\$29,701,118	\$49,239,753
Inspections Conducted	2,270	3,033	1,922	1,498	1,513	1,297	1,324	1,279

8



Recent Development Services Accomplishments

- Building Permit processing – 800 permits/1,279 inspections
- “Good Neighbor” Policy Implementation
- Housing Element Draft completed
- Almond Gardens Development potential
- Covid adaption – enhanced building and planning processes
- Multiple projects under construction or in planning!

9



Constructed DSD Projects Since 2019

- Holiday Inn Express



10



Constructed DSD Projects Since 2019 – Cont.

- Jubilee Commercial
 - 76 station and Fatburger
 - “Top 25” Sales Tax Generator



11



Constructed DSD Projects Since 2019 – Cont.

- 7-Eleven (Walters Road)
- Stiiizy Cannabis Dispensary
 - Both “Top 25” Sales Tax Generators



12



Under Construction

- Caterpillar Clubhouse



- Lawler Residences/Lawler Commercial

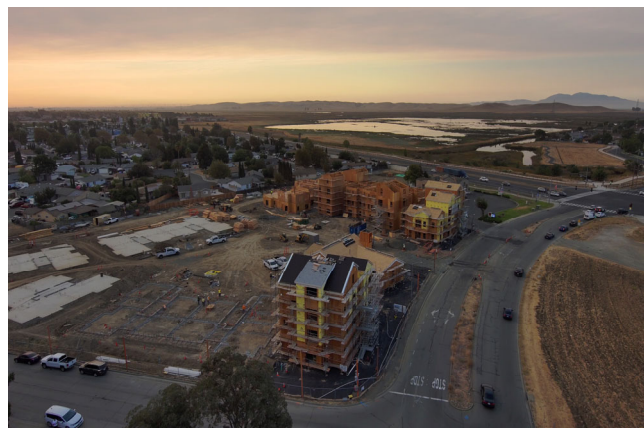


13



Under Construction – Cont.

- Marina Village Apartments



14



Under Construction – Cont.

- Meridian West Subdivision



15



Under Construction – Cont.

- Zip Thru Car Wash



16



Just Broke Ground!

- Blossom Avenue Apartments



17



Other Projects in Pipeline

- Tractor Supply Co.
- Marina Center Storage
- Mini-Storage Expansion
 - (621 Railroad Ave.)
- Element 7 – 2nd cannabis retailer
- Cannibissary – 3rd cannabis retailer
- Take 5 Oil Change
- Starbucks
- Lotz Residential subdivision
- Olive Tree Ranch Residential subdivision
- Almond Gardens redevelopment
- Logistics projects
 - Hwy 12 Logistics Center
 - Suisun Logistics Center
- 3 new restaurants downtown
- New dentist office/spa downtown

18



Development Services Dept. Challenges

- Limited Staff Resources – Keeping pace with development
 - Record level of planning activity!
- Implementation of new state regulations – Frequency
- Antiquated permitting software – Staff response

19



Looking Forward

- SB 2 Grant
 - Waterfront District Specific Plan Update
 - 30-acre property
- Zoning Code update – Comprehensive approach
- Housing Element Update - Final

20



Questions?

Thank you!