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



CITY COUNCIL MEETING

First and Third Tuesday Every Month

AGENDA

SPECIAL 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, JULY 6, 2021

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 Executive Order released on March 12, 2020, 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, and Mayor Lori Wilson. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES IF NOT FULLY VACINATED. 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: 987 4690 4715
CALL IN PHONE NUMBER: (707) 438-1720

TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM (URL: https://www.suisun.com/government/meeting-video/)

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 / Board Members

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.)

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.)

CLOSED SESSION

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

City Council

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

Unrepresented Employees;

SCEA (Suisun City Employees' Association);

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

SCPOA (Suisun City Police Officers Association).

Successor Agency

2. Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8., the Suisun City Council Acting as Successor Agency to the Redevelopment Agency of the City of Suisun City will hold a Closed Session for the purpose of Conference with Real Property Negotiator.

Property Under Negotiation: Assessor's Parcel Number 0032-141-160.

Negotiating Party: City Manager

Parties Negotiating With: Harbor Square Holdings

Under Negotiations: Terms and payment

Housing Authority

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to California Government Code Section 54956.8., the Suisun City Housing Authority will hold a Closed Session for the purpose of Conference with Real Property Negotiator.

Property Under Negotiation: Assessor's Parcel Numbers 0032-101-420 and 0032-102-160.

Negotiating Party: City Manager

Parties Negotiating With: Harbor Park LLC Under Negotiations: Terms and payment

CONVENE OPEN SESSION

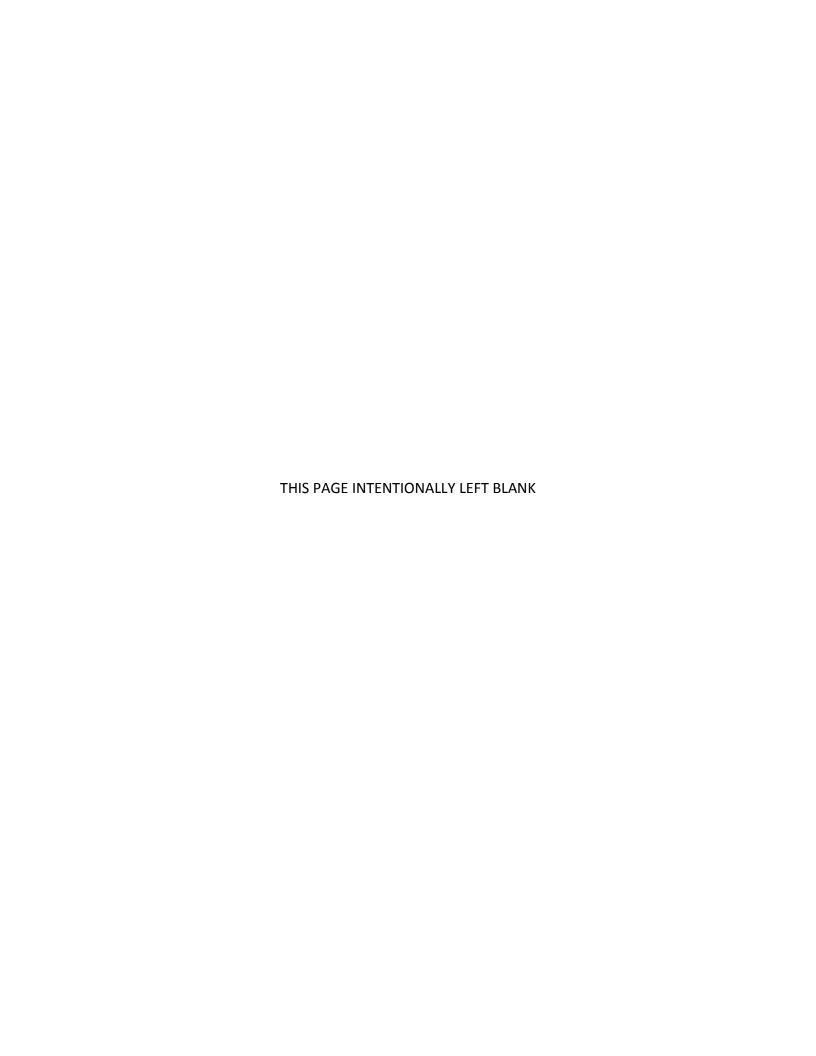
Announcement of Actions Taken, if any, in Closed Session.

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:

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 - 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 for the meeting of July 6, 2021 was posted and available for review, in compliance with the Brown Act.



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



CITY COUNCIL MEETING

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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, JULY 6, 2021

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(Next Ord. No. – 787)

(Next City Council Res. No. 2021 – 59)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 02) (Next Housing Authority Res. No. HA2021 - 02)

DEPARTMENTS: AREA CODE (707)

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).

City Council

- 2. Proclamations Presented (Wilson: lwilson@suisun.com).
 - a. Presentation of Proclamation to Suisun City Fire Department Recognizing the 160th Year of the Suisun City Fire Department.
 - b. Presentation Recognizing the 160th Year of the Suisun City Fire Department (Vincent: <u>jvincent@suisun.com</u>).
- 3. Appointment of Voting Delegate and Alternate(s) for the League of California Cities Annual Conference (Wilson: wilson@suisun.com).

CONSENT CALENDAR

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

City Council

- 4. Council Adoption of Ordinance No. 784: Adding Chapter 15.80 (Fire Prevention) to Title 15 (Building and Construction) of the Suisun City Municipal Code (Introduced and Reading Waived on June 29, 2021) (Vincent: jvincent@suisun.com).
- 5. Council Adoption of Ordinance No. 785: Adding Chapter 9.29 (Emergency Medical Service (EMS) First Responder Fee) to Tile 9 (Public Peace, Morals and Welfare) of the Suisun City Municipal Code (Introduced and Reading Waived on June 29, 2021) (Vincent: jvincent@suisun.com).
- 6. Council Adoption of Ordinance No. 786: Adding Sections 15.04.304 (New Materials, Processes, Or Occupancies That May Require Permits) And 15.04.310 (Fire Code Modifications and Appeals) To Chapter 15.04 (Permits Uniform Codes) Of Title 15 (Building and Construction) Of the Suisun City Municipal Code (Introduced and Reading Waived on June 29, 2021) (Vincent: jvincent@suisun.com).
- 7. Council Adoption of Resolution No. 2021-__: Authorizing the City Manager to Execute an Amendment to the Purchase and Sale of Real Property and Joint Escrow Instructions with Harbor Park LLC for the Transfer of Approximately 2.30 Acres Located at the Terminus of Civic Center Boulevard (Solano County Assessor's Parcel No. 0032-180-420) (Kearns: jkearns@suisun.com).

- 8. Council Adoption of Resolution No. 2021-___: Approving a Funding Agreement with the Solano Transportation Authority (STA) for Professional Services to be Provided by PlaceWorks, Inc. to Prepare the 2023-2031 Housing Element Including Associated Amendments, Prepare Updates to the Safety Element, Conduct Public Outreach, and Complete Environmental Review, for a Not-to-Exceed Amount of \$163,851, and Authorizing the City Manager to Sign the Agreement on Behalf of the City (Folsom: gfolsom@suisun.com).
- 9. Council Adoption of Resolution No. 2021-____: Opposing any attempt by the U.S. Army Corps of Engineers to vitiate its legal responsibility for dredging the Suisun Slough and Suisun Harbor and requesting that the Corps terminate the Suisun Slough Disposition Study and actively pursue federal appropriations for dredging the Suisun Slough and Suisun Harbor (Kearns: jkearns@suisun.com).
- 10. Council Adoption of Resolutions Approving Labor Memorandum of Understanding and Amended City Salary Schedule (Penland: cpenland@suisun.com).
 - a. Council Adoption of Resolution No. 2021-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Police Officers Association (SCPOA) and Authorizing the City Manager to Execute it on Behalf of the City; and
 - b. Council Adoption of Resolution No. 2021-___: Amending the City of Suisun City Salary Schedule to Incorporate the Updated Salary of the City Manager as authorized by Resolution No. 2021-54.

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PUBLIC HEARING NONE

GENERAL BUSINESS

City Council

11. Council Adoption of Resolution No. 2021-__: Approving a Good Neighbor Policy for Entitlements and Development Projects – (Kearns: jkearns@suisun.com).

REPORTS: (Informational items only)

- 12. Council Updates
 - a. Council/Boardmembers
 - b. Mayor
- 13. Non-Discussion Items

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 - 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 for the meeting of July 6, 2021 was posted and available for review, in compliance with the Brown Act.

Office of the Mayor Suisun City, California



Whereas, this year marks the 160th anniversary of the Suisun City Fire Department; and

Whereas, originally formed as the Union Engine Co. 1 the city leaders volunteered to man the newly created department; and

Whereas, the tradition of volunteerism has continued and has grown past the boundaries of the city, members are now living up to 50 or more miles away; and

Whereas, the job of firefighting has extended beyond responding only to fires to include responses to hazardous materials, water rescues and medical emergencies to name a few; and

Whereas, the Suisun City Fire Department has risen to the increased challenges by expanding the level of service to include Advanced Life Support Services, a Water Rescue Division, a Prevention Division, and an Arson Division, and

Whereas, the fire department structure has changed over the recent years but the ties to the traditions have not; and

Whereas, first and foremost they are here to serve the community and provide the support and comfort even in the most difficult times.

Now, Therefore, I, Lori D. Wilson, Mayor of the City of Suisun City, do hereby recognize the 160th Anniversary of the Suisun City Fire Department, and encourage all residents to show support and appreciation to the men and women of the Suisun City Fire Department for their professionalism and dedication to protecting our lives and property.



In witness whereof I have hereunto set m	4
hand and caused this seal to be affixed.	

	Lori D. Wilson, Mayor		
ATTEST:		7	
DATE:	July 6, 2021	ASS	9

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AGENDA TRANSMITTAL

MEETING DATE: July 6, 2021

CITY AGENDA ITEM: Council Adoption of Ordinance No. 786: Adding Sections 15.04.304 (New Materials, Processes, Or Occupancies That May Require Permits) And 15.04.310 (Fire Code Modifications and Appeals) To Chapter 15.04 (Permits – Uniform Codes) Of Title 15 (Building and Construction) Of the Suisun City Municipal Code (Introduced and Reading Waived on June 29, 2021).

FISCAL IMPACT: There is no fiscal cost associated with the reading and passing of this ordinance.

STRATEGIC PLAN: Provide Good Governance – Continuously improve all the City's governance process.

BACKGROUND:

The Fire Prevention Fee and First Responder Fee ordinances require an appeals and modifications section. Instead of having both ordinances duplicate the information, the City Attorney created a separate Appeals and Modification section for both codes to reference.

STAFF REPORT:

It is important to have well defined guidelines for the public to follow in the event of a dispute. The addition of section 15.04.304 will provide clarity in the process specifically for the First Responder Fee and appeals pursuant to the Fire Code. Approving this section of the municipal code will provide the Fire Chief with the authority to determine and specify, after giving the affected person(s) an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those now enumerated in the Fire Code.

RECOMMENDATION: It is recommended that the City Council:

1. Council Adoption of Ordinance No. 786: Adding Section 15.04.304 (Ne15.04.304 (New Materials, Processes, Or Occupancies That May Require Permits) And 15.04.310 (Fire Code Modifications and Appeals) To Chapter 15.04 (Permits – Uniform Codes) Of Title 15 (Building and Construction) Of the Suisun City Municipal Code (Introduced and Reading Waived on June 29, 2021).

ATTACHMENTS:

 Ordinance No. 786: Adding Sections 15.04.304 (New Materials, Processes, Or Occupancies That May Require Permits) And 15.04.310 (Fire Code Modifications and Appeals) To Chapter 15.04 (Permits – Uniform Codes) Of Title 15 (Building and Construction) Of the Suisun City Municipal Code (Introduced and Reading Waived on June 29, 2021). THIS PAGE INTENTIONALLY LEFT BLANK

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ORDINANCE NO. 784

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN, CALIFORNIA, ADDING CHAPTER 15.80 (FIRE PREVENTION) TO TITLE 15 (BUILDING AND CONSTRUCTION) OF THE SUISUN CITY MUNICIPAL CODE

WHEREAS, the goal of the fire department is to reduce the number and severity of fires within Suisun City; and

WHEREAS, providing the community with a strong and well-trained prevention division will be useful to achieving the goal of public safety; and

WHEREAS, the California Health and Safety Code dictates mandatory Fire Life Safety inspections on several occupancy types in Suisun City; and

WHEREAS, the California State Fire Code dictates a need for fire inspections and fire code enforcement on all occupancy types in Suisun City, except residential dwellings; and

WHEREAS, the City of Suisun City recognizes the need for cost recovery for Fire Life Safety inspections and fire permits to ensure public safety; and

WHEREAS, the City Council desires to amend and update its Municipal Code to reflect the current needs of the City, and to ensure the health, safety and welfare of the public and all public safety personnel.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY ORDAINS AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. Chapter 15.80 (Fire Prevention) of Title 15 (Building and Construction) of the Suisun Municipal Code is added as follows:

"Chapter 15.80 (Fire Prevention)

15.80.010 – Administration

The Office of the Fire Marshal is hereby created in the City of Suisun City.

15.80.020 – Definitions

- A. "California Fire Code" means the current California Fire Code, Edition, as published by the California Building Standards Commission, as adopted in Section 15.04.030.
- B. "Fire Chief" has the same meaning as Section 15.04.020.H of this code, and shall include his or her designee.
- C. "Fire Marshal" means the head of the Fire Prevention Division, as may be determined by the Fire Chief.
- D. "City Manager" means the City Manager or his or her designee.
- E. "Fire Code" means the Fire Code of the City.
- F. "Fire Code Official" means the Chief of the City's Fire Department only and shall not include his or her designee.

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- G. "Fire Department" means the Fire Department of the City.
- H. "Fire Inspector" means a fire inspector employed or retained by the City.
- I. "Fire Prevention Division" means the section of the Fire Department assigned to preform fire prevention tasks and duties."

15.80.030 - Fire Marshal

The Fire Marshal shall be in charge of the Fire Prevention Division. The Fire Marshal shall be so assigned by and hold such office at the pleasure of the Chief of the Fire Department."

15.08.040 – Control of Matters

The Fire Marshall shall, under the direction of the Chief, have control of all matters pertaining to the Fire Prevention Division and Fire Life Safety."

15.80.050 – Composition of Fire Prevention Division

The Fire Prevention Division shall consist of the following persons:

- A. The Fire Marshal, who shall be the Chief Fire Prevention Officer of the Fire Prevention Division.
- B. Additional officers, assistants, and employees as the City Council shall provide."

15.80.060 – Functions

The function of this Division shall be to administer and enforce the fire prevention and life safety provision of this chapter and shall include, but not limited to, the following:

- A. To set forth and establish administrative guidelines and requirements, including the issuance of fire permits and citations.
- B. To provide regulations governing general provisions for safety.
- C. To establish safety regulations for special occupancy uses, special processes, special equipment, and other special subjects.
- D. To reference nationally recognized standards that apply to the above subjects.

15.80.070 - No Liability for Damages

Any city official or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by the Fire Code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. This section is not intended to limit any of the immunities provided by the Tort Claims Act.

15.80.080 – Authority to Make Rules

A. The Fire Chief shall have the authority to issue written orders to correct or eliminate a fire hazard or life hazard, hold hearings and modify, vacate, or affirm those orders.

B. The Fire Chief shall have the authority to make and enforce such rules and regulations of general application for the purpose of prevention and control of fires and fire or explosion hazards as may be necessary to carry out the purposes and intent of this article. Such rules and regulations shall be enforceable upon publication on the City's website or equivalent location that is easily accessible by the public, and must be ratified by the City Council within 60 days of promulgation.

15.80.090 - Inspection Frequency

The Fire Chief is authorized to establish a minimum inspection frequency for all occupancy groups where not already determined by the State of California Health and Safety Code."

15.80.100 - Fees for Fire Inspection

The Fire Code Official shall be authorized to charge a fee for any fire inspections or existing sites, buildings, structures, and properties within the City of Suisun City. Fees for such services shall be in accordance with the Master Fee Schedule."

15.80.110 – Required Construction Permits

The Fire Code Official is authorized to issue construction permits for work as set forth in section 15.80.140. Permit fees shall be in accordance with the Master Fee Schedule."

15.80.120 – Automatic Fire Extinguishing Systems

A construction permit is required for installation of, or modification to, any automatic fire extinguishing system."

15.80.130 – Enforcement and Penalties

The Fire Chief shall be responsible for enforcement of this chapter. Penalties for violating these provisions shall be as follows:

- A. Any persons who violates or fails to comply with any of the provisions of sections 304.1, 304.2, 308, 311, 901.6, or Chapter 56 of the Fire Code, or any other sections of the Fire Code specifically identified as a misdemeanor, and may, for each and every such violation and/or noncompliance, be guilty of a misdemeanor, subject to the penalties as set forth in Section 1.08.020.
- B. Any person who violates any other provision of the Fire Code, or the addition or amendments thereto, as contained in this chapter of this code, shall, for each and every such violation and/or noncompliance, be guilty of an infraction and shall be subject to the penalties as set forth in Section 1.08.030.
- C. Any person who violates or fails to comply with any order made pursuant to this chapter, or who violates or fails to comply with any certificate or permit issued or modified by the Fire Chief within the time affixed herein, may be subject to civil penalties pursuant to Chapters 1.16 (Administrative Compliance Orders) or 1.20 (Administrative Citations).
- D. The conviction of or imposition of a penalty for any violation shall not excuse the violation or permit such violation to continue; the person so convicted or penalized shall correct or remedy such violations within a reasonable time. Each day that a

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1	prohibited condition is maintained or allowed to continue un-remedied shall constitute a separate offense.
2	E. Nothing herein shall limit the City's or Fire Chief's authority to abate or punish any
3	violation of this chapter pursuant to any and all remedies available at law or equity.
4	GEOGRAPH & ENERGY OF AMENDMENTER F
5	SECTION 3. EFFECT OF AMENDMENTS. Except as otherwise specifically provided in this Ordinance, all other provisions of Title 15 of the City of Suisun City Municipal Code remain the same.
6	SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this
7	ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of
8	this ordinance. The City Council hereby declares that it would have passed this ordinance and
9	each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.
11	SECTION 5. ADOPTION AND EFFECTIVE DATE. This Ordinance shall be in full force
12	and effect thirty (30) days after its second reading and adoption.
13	SECTION 6. LIBERAL CONSTRUCTION . The provisions of these Sections shall be liberally construed as necessary to effectively carry out its purposes, which are hereby found and declared to be in furtherance of the public health, safety and convenience.
14	
15 16	SECTION 7. PUBLICATION . The City Clerk is directed to cause this Ordinance to be published within 15 days of its passage in a newspaper of general circulation published and circulated within the City of Suisun City.
	[SIGNATURES OF FOLLOWING PAGE]
17	[SIGNATURES OF TOLLOWING FAGE]
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Ordinance No. Adopted Page 4 of 5

		Lori D	. Wilson, Mayor	
ATTEST:				
Anita Skinner				
City Clerk				
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APPROVED AND LEGAL	AS TO FORM CONTENT:			
Aleshire & W	ynder, LLP			
	ta Skinner, City Clerk of t			
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AGENDA TRANSMITTAL

MEETING DATE: July 6, 2021

CITY AGENDA ITEM: Council Adoption of Ordinance No. 785: Adding Chapter 9.29 (Emergency Medical Service First Responder Fee) to Title 9 (Public Peace, Morals and Welfare) of the Suisun City Municipal Code (Introduced and Reading Waived on June 29, 2021).

FISCAL IMPACT: AP Triton estimates a cost recovery for emergency medical response of \$97,318.00.

STRATEGIC PLAN: Ensure Public Safety – 7. Pursue cost recovery for first-responders medical calls (insurance policy).

BACKGROUND:

The City of Suisun City Fire Department (SCFD), as an all-risk public safety agency, has been providing First Responder Emergency Medical Services at the Advanced Life Support (ALS) level since July, 2020. The Solano County Emergency Medical Services Agency granted SCFD the necessary accreditation to provide that level of service. Prior to achieving the response level, Suisun City was the only municipality in Solano County not providing ALS care for its residents. The Department accomplished this through the development of First Responder Engine and Truck Companies and the certification of its personnel to the advanced life support/paramedic level.

SCFD medical responses, constituting approximately 75% of the Department's workload, account for a significant portion of the operating budget of the agency. The development of a cost recovery program, consistent with California law, will allow the Department to better respond to all emergencies; however, the implementation of these fees will be impacted by numerous outside factors, including increased call volume, federal insurance programs, commercial medical insurance companies/policies, operational costs, medical control costs, etc.

The SCFD fire station, centrally located in the city, provides a strategically located standing force. This standing force of First Responders at the ALS level has proven to be the cornerstone of Pre-Hospital Emergency Medical Services (PHEMS) throughout the country and will prove its value to the Suisun City community. Providing these PHEMS First Responders comes with a cost, which is referred to as the "Cost of Readiness."

Because the Cost of Readiness for PHEMS is the most expensive aspect of the service delivery model and is not generally covered by the tax base as an added value, the fiscal concerns are to ensure that the Department is at the appropriate levels of revenue reimbursements for all of the First Responder EMS services provided.

Governmental entities are allowed, and in the case of special districts required, to institute cost recovery programs to ensure the cost of providing services is being met (Fire District Law of 1987) and are allowed under Federal and State regulations to include those costs associated with providing EMS services. Those associated costs include the direct and indirect costs of services. Direct costs are those costs that are required to provide the services. These include the first

PREPARED BY: REVIEWED AND APPROVED BY: responders' salaries and benefits, dispatching costs, apparatus, and supplies used to provide these services. Indirect costs are those costs associated with supporting those services such as supervision, maintenance, finance, human resources, training, etc. Many of these indirect costs are internal services which are shared services between divisions within the fire department or the local government structure. In either circumstance, the costs associated for providing these services must be calculated in a manner that justifies the charges. These charges are intended to create a cost recovery system for supporting the First Responder services provided. The goal is to attempt to recover the costs of providing these services through accepted practices at both the federal and state levels. A notice of public hearing, including a summary of proposed ordinance, was published as a legal notice in the Daily Republic newspaper.

STAFF REPORT:

As the fire department continues to develop their First Responder Fees for Services, it is important to consider not only the positive financial reimbursements that can be expected but how that affects their ability to provide enhancements to the overall service delivery system. The Department is acutely aware of the political considerations that can develop from attempting to recover the full cost recovery of these EMS services, as that can be a significant billed amount. In many cases, there may be no practical means to achieve total cost recovery of any EMS system. This is mainly due to federal and state regulations that impact all patient care billing practices. SCFD must continue to balance the patient care and operational demands of the system with the limited fiscal resources available within the First Responder System. The benefits of developing a comprehensive First Responder Fee System are numerous, with the most obvious being the recovery of all or some of the costs of providing services. The cost recovery of available revenue previously expended is historically limited within most EMS systems throughout the nation, which also applies to SCFD; however, any amount of recovery will reduce the general fund cost-shifting/subsidy for First Responder services.

Based upon the 2019 run data, the Department received 2,582 call for services with 1,943 being requests for medical emergencies. EMS incidents make up approximately 75% of the Department's call volume. Years of experience in evaluating first responder systems provides AP Triton with the knowledge that 23.6 minutes is an average time a fire unit is routinely committed to a medical call. This committed timeline is defined as the length of time from when the response unit is notified by the dispatcher until the unit has returned to service and is again ready to respond to the next incident. The SCFD deployment model dispatches one engine company to EMS responses. This indicates a total of 8,760 unit hours (1 unit x 24 hours a day x 365 days a year = 8,760 unit hours). Based on

Description	Amount
Total Number of EMS Responses (D)	1,943
Total Number of Hours Committed to Responses	764.3
Additional Hours for Report Preparation	971.5
EMS Training Hours	486.0
Total EMS Related Hours (A)	2,221.8
Average Hourly Rate per Company (B)	\$156.44
Cost of EMS Related Hours (A x B)	\$347,578
Other Costs Associated with Providing EMS Service	\$184,672
Dispatch Costs Allocated to EMS Responses	\$71,872
Total Cost to Provide First Responder Services (C)	\$604,122
Cost per Incident for Providing First Responder Services (C/D)	\$310.92

1,943 medical responses, and an average time commitment of 23.6 minutes per medical response, the average Unit Hour Utilization (UHU) rate is calculated at .0872 for a 24-hour period. Sustainability of the healthcare system is dependent upon the payer mix within any given geographic location. Understanding how the payer mix impacts reimbursements will allow us to determine the value of the system. Once the payer demographics are determined, an estimate of reimbursement can be made. There are four basic cost centers for reimbursement: Medicare, Medi-Cal, Private Pay (uninsured), and commercial insurance. Depending upon the demographic, each cost center will have a different percentage of participants. The number of system users from each cost center will determine the total reimbursement that can be realized. However, the percentage of each cost center does not determine the multiplier for your system. In other words, if the four cost centers are equal (25% each) that does not suggest that 25% of the calls for PHEMS will come from each category. As we age, our health begins to deteriorate with time and as a result, this smaller percentage of the general population tends to have a higher percentage of use within the system.

Medic Ambulance, the EMS transport contractor for the City of Suisun, declined to provide the payer mix, considering it proprietary data. An analysis of the demographics of the population of Suisun City allows AP Triton to estimate the payer mix as follows

Source	Percentage
Private Pay	5.0%
Commercial Insurance	53.0%
Medi-Cal	18.0%
Medicare	19.5%
Other	4.5%
Total	100.0%

Using the data supplied by the Suisun City Fire Department, AP Triton estimates a potential cost recovery of \$97,318 is available to the City.

The numbers presented in the chart below account for compassionate billing. Compassionate billing is a policy which allows for a partial payment or a full waiver of fees for uninsured patients who are unable to pay the fee. It also accepts any portion remitted by the insurance company without seeking the remaining balance from the patient.

Description	Amount
Total Calculated Cost of Providing First Responder Fee Services	\$604,122
Cost per Incident for Providing First Responder Services (total calculated cost divided by 1,943 EMS incidents)	\$310.92
Estimated Collections Based on Per Incident Rate	
Private Pay (1,943 total EMS incidents x 5% Payer Mix x 12% collection = 12 private pay incidents; 12 incidents x \$310.92 cost per incident)	\$3,731
Commercial Insurance (1,943 total EMS incidents x 15.5% Payer Mix x 100% collection = 301 commercial insurance incidents; 301 incidents x \$310.92 cost per incident)	<u>\$93,587</u>
Potential Collection from First Responder Fees	\$97,318

Solano Cou	ınty Fire Agencies
City	First Responder Fee Amount
Vallejo	\$483.00
Fairfield	\$433.00
Benicia	\$314.00
Dixon	\$314.00
Proposed Suisun City	\$310.92
Vacaville	N/A
Rio Vista	N/A

All Solano County agencies charging a First Responder Fee are contracting with Medic Ambulance for billing service. The customary billing charge has been 12% of the funds collected.

If approved, the Fire Chief will reach out to Medic Ambulance for a proposal for billing and fee collection and return to City Council for approval.

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Ordinance No. 785: Adding Chapter 9.29 (Emergency Medical Service First Responder Fee) to Title 9 (Public Peace, Morals and Welfare) of the Suisun City Municipal Code (Introduced and Reading Waived on June 29, 2021).

ATTACHMENTS:

1. Ordinance No. 785: Adding Chapter 9.29 (Emergency Medical Service First Responder Fee) to Title 9 (Public Peace, Morals and Welfare) of the Suisun City Municipal Code (Introduced and Reading Waived on June 29, 2021).

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ORDINANCE NO. 785

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN, CALIFORNIA, ADDING CHAPTER 9.32 (EMERGENCY MEDICAL SERVICE FIRST RESPONDER FEE) TO TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE) OF THE SUISUN CITY MUNICIPAL CODE

WHEREAS, the City of Suisun Fire Department and its governing body, the City of Suisun City, are established Health and Safety Code Sec. 1797.201 providers of emergency medical services and, as such, are able to set their own rates for services; and

WHEREAS, the first responder fee is intended to create a cost recovery system for supporting the emergency medical services provided.; and

WHEREAS, the amount recovered will decrease the general fund cost for first responders; and

WHEREAS, the fee does not exceed the estimated reasonable costs of providing the emergency medical services; and

WHEREAS, the Fire Chief shall establish a compassionate billing policy; and,

WHEREAS, the City Council desires to amend and update its Municipal Code to reflect the current needs of the City, and to ensure the health, safety and welfare of the public and law enforcement personnel.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY DOES ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. Chapter 9.32 (Emergency Medical Service First Responder Fee) of Title 9 (Public Peace, Moral and Welfare) of the Suisun Municipal Code is added as follows:

Chapter 9.32 Emergency Medical Services First Responder Fee

9.32.010 - Purpose

The purpose of these provisions is to allow for the collection of fees to cover the costs the Fire Department incurs in providing emergency medical services to both City residents and nonresidents.

9.32.020 – Definitions

- A. "Fire Chief" has the same meaning as Section 15.04.020.H, and shall include his or her designee.
- B. "First responder" includes firefighter paramedics and firefighter EMTs (emergency medical technicians) in the Suisun City Fire Department.
- C. "Fire Department" means the Suisun City Fire Department.
- D. "First responder fee" means the fee established pursuant to this chapter and charged to each recipient to recover the costs for providing the services.
- E. "Insurer" means the recipient's medical insurance provider.

- F. "Recipient" means the person who receives services.
- G. "Services" means pre-hospital emergency medical services.

9.32.030 - First Responder Fee Established

- A. Fee Amount Established. The City Council shall, by resolution, adopt and amend from time to time a first responder fee to recover the actual and reasonable costs incurred by the Fire Department in providing emergency medical services and processing the first responder fee, including administrative and enforcement costs.
- B. Fee Applies to All. The first responder fee shall be charged to any recipient, whether a city resident or nonresident.

9.32.040 – Fee Collection

- A. Payment and waiver policies.
 - 1. The Fire Chief will develop policies and procedures for invoicing, billing, and receiving payments for each fee charged under this chapter and will coordinate the administration with any contracted third party service provider, if applicable. The policies and procedures will include a process to discharge from accountability accounts that are not collectible.
 - 2. The Fire Chief shall establish a compassionate billing policy. Such policy may include payment plans, and a waiver of the first responder fee for uninsured patients.
 - 3. The City shall accept the payment, if any, from the insurer as the full payment for the recipient's first responder fee obligation and the City shall not require the recipient to pay for any portion of the first responder fee not paid by the insurer.
- B. Administration of the fee. The Fire Chief may delegate all or some of the tasks required for the administration of the first responder fee. Administration of the first responder fee will consist of tasks including, but not limited to, tracking of services, identification of financially responsible parties, calculation of total fees to be charged, invoicing and payment collection, and the processing of waiver request and appeals, if permitted. The City Manager may approve delegating the administration of the first responder fee to a contracted third party vendor.
- C. Invoicing. When the Fire Department provides services to a recipient, the City, or its designee, shall bill the recipient and the insurer, if any, for payment of the first responder fee. In the case of a minor, the City, or its designee, shall bill the parent or guardian of the recipient and the insurer, if any.

9.32.050 – No effect on services.

This chapter neither expands not limits services. Nothing in this chapter relieves the Fire Department of providing services. The services will continue to be provided without regard to whether a person is insured by an insurer, has the ability to pay the first responder fee, or whether the recipient has paid a first responder fee in the past.

Ordinance No. Adopted Page 2 of 4

1	9.32.060 – No waiver of other means of cost recovery
2	This chapter does not preclude the City or the Fire Department from recovering its emergency response costs in any other manner authorized by law.
3	9.32.070 - Appeals
4 5	Any person wishing to contest an invoice regarding the first responder fee imposed under this chapter may do so pursuant to the provisions of Section 15.04.310."
6 7	SECTION 3. EFFECT OF AMENDMENTS. Except as otherwise specifically provided in this Ordinance, all other provisions of Title 9 of the City of Suisun Municipal Code remain the
8	same.
9	SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of
10 11	this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or
12	unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.
13	SECTION 5. ADOPTION AND EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its second reading and adoption.
14 15	SECTION 6. LIBERAL CONSTRUCTION. The provisions of these Sections shall be liberally construed as necessary to effectively carry out its purposes, which are hereby found and declared to be in furtherance of the public health, safety and convenience.
16 17	SECTION 7. PUBLICATION. The City Clerk is directed to cause this Ordinance to be published within 15 days of its passage in a newspaper of general circulation published and
18	circulated within the City of Suisun.
19	[SIGNATURES OF FOLLOWING PAGE]
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Ordinance No. Adopted Page 3 of 4

		Lori D. Wilson, Mayor
ATTEST:		
Anita Skinner City Clerk		
APPROVED AND LEGAL	AS TO FORM CONTENT:	
Aleshire & W		
CERTIFICA I, Ani Council of sai at a regular me	TION ta Skinner, City Clerk of d City, do hereby certify eeting of the said City C	that the above and foregoing ordinance was introduce ouncil held on June 29, 2021 and passed and adopted
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AGENDA TRANSMITTAL

MEETING DATE: July 6, 2021

CITY AGENDA ITEM: Council Adoption of Ordinance No. 786: Adding Sections 15.04.304 (New Materials, Processes, Or Occupancies That May Require Permits) And 15.04.310 (Fire Code Modifications and Appeals) To Chapter 15.04 (Permits – Uniform Codes) Of Title 15 (Building and Construction) Of the Suisun City Municipal Code (Introduced and Reading Waived on June 29, 2021).

FISCAL IMPACT: There is no fiscal cost associated with the reading and passing of this ordinance.

STRATEGIC PLAN: Provide Good Governance – Continuously improve all the City's governance process.

BACKGROUND:

The Fire Prevention Fee and First Responder Fee ordinances require an appeals and modifications section. Instead of having both ordinances duplicate the information, the City Attorney created a separate Appeals and Modification section for both codes to reference.

STAFF REPORT:

It is important to have well defined guidelines for the public to follow in the event of a dispute. The addition of section 15.04.304 will provide clarity in the process specifically for the First Responder Fee and appeals pursuant to the Fire Code. Approving this section of the municipal code will provide the Fire Chief with the authority to determine and specify, after giving the affected person(s) an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those now enumerated in the Fire Code.

RECOMMENDATION: It is recommended that the City Council:

1. Council Adoption of Ordinance No. 786: Adding Section 15.04.304 (Ne15.04.304 (New Materials, Processes, Or Occupancies That May Require Permits) And 15.04.310 (Fire Code Modifications and Appeals) To Chapter 15.04 (Permits – Uniform Codes) Of Title 15 (Building and Construction) Of the Suisun City Municipal Code (Introduced and Reading Waived on June 29, 2021).

ATTACHMENTS:

 Ordinance No. 786: Adding Sections 15.04.304 (New Materials, Processes, Or Occupancies That May Require Permits) And 15.04.310 (Fire Code Modifications and Appeals) To Chapter 15.04 (Permits – Uniform Codes) Of Title 15 (Building and Construction) Of the Suisun City Municipal Code (Introduced and Reading Waived on June 29, 2021). THIS PAGE INTENTIONALLY LEFT BLANK

ORDINANCE NO. 786

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN, CALIFORNIA, ADDING SECTIONS 15.04.304 (NEW MATERIALS, PROCESSES, OR OCCUPANCIES THAT MAY REQUIRE PERMITS) AND 15.04.310 (FIRE CODE MODIFICATIONS AND APPEALS) TO CHAPTER 15.04 (PERMITS – UNIFORM CODES) OF TITLE 15 (BUILDING AND CONSTRUCTION) OF THE SUISUN CITY MUNICIPAL CODE

WHEREAS, the City Council of the City of Suisun City has adopted by reference the 2019 Uniform Fire Code, codified in Section 15.04.030 of the Suisun City Municipal Code (SCMC); and

WHEREAS, pursuant to the Fire Code, as well as the newly adopted First Responder Fee and the Fire Prevention ordinances, adding Chapters 9.32 and 15.80 to the SCMC, respectively, the Fire Chief has the authority to grant, deny, or condition permits and issue orders relating to fire safety and prevention, and to issue invoices for the provision of emergency medical services; and

WHEREAS, the Fire Chief is the City official charged with interpretation and enforcement of the Uniform Fire Code; and

WHEREAS, the City Council finds that currently no appeal or modification procedures applicable to actions taken pursuant to the Fire Code exist in the SCMC, and wishes to adopt such procedures to ensure due process; and

WHEREAS, the City Council wishes to amend the SCMC to include a provision to allow the Fire Chief the authority to determine and specify, after giving the affected person(s) an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those now enumerated in the Fire Code

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY ORDAINS AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. Section 15.04.304 (New Materials, Processes, or Occupancies That May Require Permits) of Chapter 15.04 (Permits – Uniform Codes) of Title 15 (Building and Construction) of the Suisun City Municipal Code is added to read:

"15.04.304 - New Materials, Processes, or Occupancies That May Require Permits

The City Manager, the Fire Chief, and any person appointed or designated by the Fire Chief shall act as a committee to determine and specify, after giving the affected person(s) an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those now enumerated in the Fire Code. The Fire Chief shall post a list of such new materials, processes, or occupancies in a conspicuous place in the Fire Prevention Division and distribute copies thereof to interested persons upon request and payment of any copying cost."

<u>SECTION 3.</u> Section 15.04.310 (Fire Code Modifications and Appeals) of Chapter 15.04 (Permits – Uniform Codes) of Title 15 (Building and Construction) of the Suisun City Municipal Code is added to read:

"15.04.310 – Fire Code Modifications and Appeals

- A. Purpose. The purpose of this section is to provide a process for appeals and modification requests for any orders or directives issued by the Fire Chief pursuant to their authority under the Suisun City Municipal Code and the Fire Code, as well as to provide an appeal process for cost recovery fee demands pursuant to Chapter 9.32 (First Responder Fee), and any other cost recovery or permit scheme pursuant to these codes, as may be adopted by the City Council.
- B. Modifications. The Fire Chief is authorized to modify the application of any of the provisions of the Fire Code upon application in writing by the property owner, or their duly authorized representative, where there are practical difficulties in the way of carrying out the provisions of the Fire Code, provided the Fire Chief finds that the spirit or intent of the Fire Code shall be complied with, public safety secured, and substantial justice done. The justification or reasons for such modifications, when granted or approved, and the decisions of Fire Chief shall be entered upon the records of the Fire Department, and a signed copy of such grant or approval shall be furnished to the applicant.
- C. Appeals. The imposition of a cost recovery fee, order, or directive of the Fire Chief may be appealed by the person who the subject of the order. The Fire Chief shall issue the order in writing, mailed to the last known address of the property owner, specifying the grounds for order, based on a preponderance of the evidence.

D. Appeal Process

- 1. Directives and Orders.
 - a Any person who wishes to appeal an order or directive (collectively, "order") by the Fire Chief shall file a written appeal with the City Clerk within 15 days after deposit of the order in the mail, specifying in detail the grounds for such appeal. The notice of appeal shall be accompanied by a nonrefundable fee as established in the City's Master Fee Schedule. Failure to file a timely appeal will be considered a failure to exhaust administrative remedies for the purpose of seeking judicial review under subsection E of this section. In the event an appeal is timely filed, the order shall not be effective until a final decision has been rendered by the City Manager.
 - b The appeal shall be heard by the City Manager. The City Clerk shall provide at least 10 days' prior written notice of the date, time, and place of the hearing.
 - c The decision of the City Manager shall be rendered within 15 days from the close of the hearing and shall be mailed to the address provided by the appellant. The decision of the City Manager shall be in writing, and

Ordinance No. Adopted Page 2 of 5

shall articulate the grounds thereof. The decision of the City Manager is final.

2. Cost Recovery Fees.

- a Any person who wishes to appeal an a cost recovery fee by the Fire Chief shall file a written appeal with the City Clerk within 30 days after deposit of the fee demand in the mail, specifying in detail the grounds for such appeal. The notice of appeal shall be accompanied by a nonrefundable fee as established in the City's Master Fee Schedule. Failure to file a timely appeal will be considered a failure to exhaust administrative remedies for the purpose of seeking judicial review under subsection E of this section. In the event an appeal is timely filed, the order shall not be effective until a final decision has been rendered by the City Council.
- b The appeal shall be heard by the City Council. The City Clerk shall provide at least 10 days' prior written notice of the date, time, and place of the hearing.
- c The decision of the City Council shall be rendered within 15 days from the close of the hearing and shall be mailed to the address provided by the appellant. The decision of the City Council shall be in the form of a resolution.

E. The following procedures shall apply to appeal hearings:

- All parties shall have the right to be represented by legal counsel, to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues, and to impeach any witness regardless of which party first called him or her to testify, and to rebut evidence.
- b The hearing is an informal quasi-judicial proceeding, and is not conducted according to technical rules relating to evidence and witness. Any relevant evidence that is determined to be reliable will be admitted, regardless of its admissibility in a civil action. Hearsay evidence will be allowed for the purpose of supplementing or explaining other evidence, but over timely objection such evidence will not be sufficient in itself to support a finding unless it would be admissible over objection in a civil action. The rules of privilege shall be effective to the extent they are otherwise required by stature to be recognized at the hearing. Irrelevant and unduly repetitious evidence shall be excluded.
- c Any objections to the conduct of the hearing and/or to the introduction of evidence that are not timely made will be deemed waived. For the purposes of making a timely objection, an objection is timely if made before submission of the case for decision.
- d When a party does not proficiently speak or understand the English language the party may provide an interpreter at the party's own expense.

1		An interpreter shall not have any involvement in the issues of the case prior to the hearing.
2	e	The decision of the City Manager or City Council, as applicable, shall be
3		final and shall be subject to judicial review according to the provisions and time limits set forth in Section 1094.6 pf the California Code of Civil
4		Procedure."
5	this Ordinance, all or	CCT OF AMENDMENTS. Except as otherwise specifically provided in ther provisions of Title 15 of the City of Suisun Municipal Code remain
6	the same.	
7	ordinance is for any	ERABILITY. If any section, subsection, sentence, clause, or phrase of this reason held to be invalid or unconstitutional by a decision of any court of
8		on, such decision will not affect the validity of the remaining portions of City Council hereby declares that it would have passed this ordinance and
9 L0	each and every sec	tion, subsection, sentence, clause, or phrase not declared invalid or out regard to whether any portion of the ordinance would be subsequently
	declared invalid or un	
L1 L2		PTION AND EFFECTIVE DATE. This Ordinance shall be in full force days after its second reading and adoption.
L3	1	RAL CONSTRUCTION. The provisions of these Sections shall be
L4	1	s necessary to effectively carry out its purposes, which are hereby found furtherance of the public health, safety and convenience.
L5 L6		LICATION . The City Clerk is directed to cause this Ordinance to be days of its passage in a newspaper of general circulation published and City of Suisun.
L7		[SIGNATURES OF FOLLOWING PAGE]
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Ordinance No. Adopted Page 4 of 5

		Lo	ori D. Wilson, May	yor
ATTEST:				
Anita Skinner				
City Clerk				
APPROVED	AS TO FORM			
AND LEGAL	CONTENT:			
	1 IID			
Aleshire & W	ynder, LLP			
CERTIFICA I, Ani Council of sai	TION ta Skinner, City Clerk of th d City, do hereby certify th	at the above a	nd foregoing ordi	nance was introd
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AGENDA TRANSMITTAL

MEETING DATE: July 6, 2021

CITY AGENDA ITEM: Council Adoption of Resolution No. 2021-__: Authorizing the City Manager to Execute an Amendment to the Purchase and Sale of Real Property and Joint Escrow Instructions with Harbor Park LLC for the Transfer of Approximately 2.30 Acres Located at the Terminus of Civic Center Boulevard (Solano County Assessor's Parcel No. 0032-180-420).

FISCAL IMPACT: An appraisal was completed by Garland and Associates for both the City owned parcel (APN 0032-180-420) ("City Property") and the Successor Agency owned parcel (APN 0032-180-610) ("SA Property"). The City Property and the SA Property are jointly referred to as the "Properties"). The appraised value of the Properties was \$450,000 which will be allocated based on the respective square footage of each parcel with the value of the City Property being \$163,000.

STRATEGIC PLAN: Develop Sustainable Economy. Provide Good Governance.

BACKGROUND: On July 18, 2017, the City Council acting as Successor Agency adopted a resolution to sell the SA Property to Harbor Park LLC ("**Developer**"). On September 19, 2017, the City Council adopting a resolution to sell the City Property the same Developer. Developer must concurrently purchase both Properties to develop a proposed residential project ("**Proposed Project**"). Since that time, various due diligence studies have been completed for the Properties as well as an appraisal for the land sale. As authorized in the respective purchase and sale agreement, Mr. Folsom, as the City Manager and the Executive Director, twice extended the closing date under both purchase and sale agreements to allow time to work through any remaining issues.

STAFF REPORT: The proposed amendment to the City's purchase and sale agreement provides that the City shall have the option (but not the obligation) to purchase both Properties from the Developer under certain conditions.

In the event Buyer does not develop the Properties in a timely fashion, City shall have the option to purchase the Properties from Buyer at the purchase price paid by Buyer for the Properties plus any closing costs in the acquisition. Buyer shall be deemed to have not developed the Properties timely if Buyer has not obtained all necessary entitlements and pulled the necessary building permits not later than five (5) years from the recordation of the Grant Deeds for the Properties ("Option Trigger Date"). The option to purchase shall be evidenced in a separate written document ("Option Agreement") recorded against the Properties immediately following recordation of the Grant Deeds which shall provide that Seller shall have a period of six (6) months following the Option Trigger Date to exercise the option. The option agreement shall also provide that if the option is never triggered or the option has otherwise expired, Seller shall execute, acknowledge and record a document evidencing the termination of the option. Seller shall prepare the option agreement for Buyer's approval prior to the close of Escrow.".

PREPARED BY: REVIEWED/APPROVED BY:

John Kearns, Senior Planner Greg Folsom, City Manager Since the purchase of the Properties are tied together, both purchase and sale agreements have been included as attachments to this staff report.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2021—: Authorizing the City Manager to Execute an Amendment to the Purchase and Sale of Real Property and Joint Escrow Instructions with Harbor Park LLC for the Transfer of Approximately 2.30 Acres Located at the Terminus of Civic Center Boulevard (Solano County Assessor's Parcel No. 0032-180-420).

ATTACHMENTS:

- 1. Council Resolution No. 2021-__: Authorizing the City Manager to Execute an Amendment to the Purchase and Sale of Real Property and Joint Escrow Instructions with Harbor Park LLC for the Transfer of Approximately 2.30 Acres Located at the Terminus of Civic Center Boulevard (Solano County Assessor's Parcel No. 0032-180-420).
- 2. Successor Agency Purchase and Sale Agreement Amendment (attached for information purposes only).
- 3. Map.

RESOLUTION NO. 2021-

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS WITH HARBOR PARK LLC FOR THE TRANSFER OF APPROXIMATELY 2.30 ACRES LOCATED AT THE TERMINUS OF CIVIC CENTER BOULEVARD (SOLANO COUNTY ASSESSOR'S PARCEL NO. 0032-180-420)

WHEREAS, the City owns approximately 2.30 acres located at the terminus of Civic Center Boulevard ("City Property"); and

WHEREAS, the Property is a component of a larger assemblage that includes Successor Agency property to the north, and currently zoned for medium-density residential development pursuant to the Downtown Waterfront Specific Plan ("SA Property"); and

WHEREAS, the City Property was not being used by the City, was not needed by the City, and the City derived no financial benefit from the Property; and

WHEREAS, pursuant to Government Code Sections 37420 et seq., on August 8, 2017, the City Council adopted a resolution of intent declaring its intent to sell the Property, and conducted a public hearing and adopted a resolution confirming its intent to sell the Property on September 5, 2017; and

WHEREAS, on September 19, 2017, the City Council adopted a resolution authorizing the City Manager to execute a purchase and sale agreement with Harbor Park LLC ("**Buyer**") to sell the Property ("**PSA**"); and

WHEREAS, pursuant to Government Code Section 65402(b), on July 25, 2017, the Planning Commission adopted a resolution finding that the sale of the Property is in conformance with the General Plan; and

WHEREAS, Buyer intends to develop the Property as a residential development consistent with the City's General Plan and Downtown Waterfront Specific Plan and in accordance with California law; and

WHEREAS, pursuant to the PSA, the purchase price of the Property was the fair market value as determined by an appraisal which has been completed and was determined to be \$163,000.00; and

WHEREAS, the proceeds from the sale of the Property will be deposited into the City's General Fund; and

WHEREAS, this is not a project under the California Environmental Quality Act ("CEQA"). Nothing herein shall be deemed as a commitment for the development of any particular project. No project will be committed to or built until after all necessary environmental studies, public hearings and notice requirements are met.

NOW, THEREFORE, THAT THE CITY COUNCIL OF THE CITY OF SUISUN CITY DOES RESOLVE AS FOLLOWS:

<u>Section 1</u>. The above recitals are true and correct.

<u>Section 2</u>. The First Amendment to Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions as originally executed (Exhibit A) in substantially the form attached hereto, is hereby approved ("**Amendment**"). Furthermore, the City Manager (or designee) is hereby authorized on behalf of the City to (i) execute the Amendment, and (ii)

Item 7 Attachment 1

1			nded by the Amendment which do not materially or igations thereunder, to sign all documents, to make all
2	approvals and	take all actions nece	essary or appropriate to carry out and implement the
3	under the Agree		's obligations, responsibilities and duties to be performed
4			a Regular Meeting of the City Council of the City of Suisun
5	AYES:	Council Members:	of July 2021, by the following vote:
6	NOES:	Council Members:	
7	ABSENT: ABSTAIN:	Council Members: Council Members:	
8			eal of said City this 6 th day of July 2021.
9			
LO			Anita Skinner
L1			City Clerk
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Adopted Page 2 of 2

FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (South Civic Center Property)

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (this "Amendment"), dated _______, 2021 is made and entered into by and between HARBOR PARK, LLC, a California limited liability company ("Buyer") and CITY OF SUISUN CITY ("Seller") with PLACER TITLE COMPANY acting as escrow ("Escrow Holder"). Buyer and Seller may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS:

- A. On December 5, 2017, the Parties entered into an agreement for purchase and sale of real property and joint escrow instructions ("**City PSA**") regarding that certain unimproved real property in the City of Suisun City, County of Solano, State of California (Assessor Parcel No. 0032-180-420) more particularly described therein ("**City Property**").
- B. Concurrently, Buyer entered into an agreement for purchase and sale of real property and joint escrow instructions with the Successor Agency of the Redevelopment Agency of the City of Suisun City ("Successor Agency") dated December 5, 2017 ("Successor Agency PSA") regarding that certain unimproved real property in the City of Suisun City, County of Solano, State of California (Assessor Parcel Nos. 0032-180-410 and 0032-180-610) legally therein ("Successor Agency Property"). The Successor Agency Property is adjacent to the City Property.
- C. The City PSA and Successor Agency PSA were entered into concurrently with the specific intent that both the City Property and the Successor Agency Property ("**Properties**") would be purchased concurrently.
- D. Pursuant to Section 3.2(a) of the City PSA, Escrow (P-246838) was opened with Escrow Holder on September 24, 2018.
 - E. Pursuant to the City PSA, the original Closing Date was June 5, 2019.
- F. Pursuant to Section 2.4 of the City PSA, on May 1, 2019, the City Manager authorized an extension thereto, to November 1, 2020, and then again on October 30, 2020, the City Manager authorized a further extension to October 31, 2021 ("Extensions.")
- G. Upon the terms and conditions set forth in this Amendment, the Parties desire to amend the City PSA to, among other things, amend the Closing Date and to provide an option to the City to purchase both the City Property and the Successor Agency Property after the close of Escrow under certain conditions.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- **1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- **2. Defined Terms.** All terms not specifically defined in this Amendment shall have the meaning in the City PSA.
- 3. Effective Date. This Amendment shall be effective upon the execution by Seller provided that the Successor Agency Agreement is concurrently amended pursuant to that certain First Amendment to the Successor Agency PSA which contains substantially the same amendments and confirmations as set forth in this Amendment except the option to purchase in Section 17 in this Amendment. ("Effective Date").
- **4. Confirmation.** The Parties acknowledge the following are true and correct as of the Effective Date:
 - (i) Buyer has reviewed and approved title in accordance with Section 6.
 - (ii) The Due Diligence Period has expired and Buyer has not delivered the Disapproval and Termination Notice (as defined in Section 7.2).
 - (iii) Buyer submitted the Applications prior to the Outside Application Date (as defined in Section 7.3).
 - (iv) Neither party is in default of the City PSA.
 - **5. Amendments/Modifications**. The City PSA is amended/modified as follows:
 - (a) **Successor Agency Property Definition.** The term "**Successor Agency Property**" is modified to reference only APN 0032-180-410 and APN 0032-180-610 is specifically excluded as it is owned by the State of California.
 - (b) **Purchase Price.** Section 3.1 is amended to provide that the Purchase Price of the Property is One Hundred Sixty-Three Thousand Dollars (\$163,000), pursuant to the pursuant to that certain appraisal prepared by GARLAND &SALMON #220536 (October 29, 2020 Date of Value; October 29, 2020 Date of Inspection; November 11, 2020 Date of Report) as modified by that certain Addendum dated February 13, 2021 ("**Appraisal**"). Buyer has received and reviewed the Appraisal.
 - (c) Closing Date. Section 5.1 is amended to provide that the Closing Date shall be on or before December 31, 2021. "Closing" is defined to be the date that both

the Grant Deed and the Option Agreement (defined in Section 17) are filed for recording with the Solano County Recorder's office in that order.

- (d) **Title Policy.** Section 6.2 is amended to provide that the Title Policy shall also include the Option Agreement as an exception.
- (e) **Option to Purchase.** Section 17 is hereby added as follows:
- **"17. OPTION TO PURCHASE**. In the event Buyer does not develop the Properties in a timely fashion, City shall have the option to purchase the Properties from Buyer at the purchase price paid by Buyer for the Properties plus any closing costs in the acquisition. Buyer shall be deemed to have not developed the Properties timely if Buyer has not obtained all necessary entitlements and pulled the necessary building permits not later than five (5) years from the recordation of the Grant Deeds for the Properties ("Option Trigger Date"). The option to purchase shall be evidenced in a separate written document ("Option Agreement") recorded against the Properties immediately following recordation of the Grant Deeds which shall provide that Seller shall have a period of six (6) months following the Option Trigger Date to exercise the option. The option agreement shall also provide that if the option is never triggered or the option has otherwise expired, Seller shall execute, acknowledge and record a document evidencing the termination of the option. Seller shall prepare the option agreement for Buyer's approval prior to the close of Escrow."
- **6. Reaffirmation of City PSA.** Except as amended by this Amendment, the City PSA shall remain unchanged and is hereby reaffirmed, ratified and confirmed in its entirety. If there is any conflict, inconsistency or ambiguity between the City PSA and this Amendment, then this Amendment shall govern and control.
- 7. **Copy to Escrow.** As soon as practical after the Effective Date of this Amendment, the Parties shall deliver a copy of this Amendment to Escrow.
- **8. Entire Agreement.** The PSA as amended by this Amendment constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between the Parties with respect to the specific matters addressed herein.
- **9. Authorization.** Each individual executing this Amendment on behalf of Buyer represents and warrants that he has been duly authorized to do so by the entity on whose behalf he executes this Amendment and said entity is bound by this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement Purchase and Sale of Real Property and Escrow Instruction as of the Effective Date.

SELLER:	BUYER:
CITY OF SUISUN CITY	HARBOR PARK, LLC, a California limited liability company
By: Greg Folsom, City Manager Dated:, 2021 ATTEST:	By: Camran Nojoomi, Managing Member Dated:, 2021
Anita Skinner, City Clerk	
APPROVED AS TO FORM: ALESHIRE & WYNDER, LLP.	RECEIVED BY ESCROW HOLDER:
By:	PLACER TITLE COMPANY, a California corporation
Anthony R. Taylor, City Attorney	By: Laura Vierra, Escrow Officer
	Dated:, 2021

FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (South Civic Center Property)

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (this "Amendment"), dated ______, 2021 is made and entered into by and between HARBOR PARK, LLC, a California limited liability company ("Buyer") and SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY ("Seller") with PLACER TITLE COMPANY acting as escrow ("Escrow Holder"). Buyer and Seller may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS:

- A. The Parties entered into an agreement for purchase and sale of real property and joint escrow instructions with the Successor Agency of the Redevelopment Agency of the City of Suisun City ("Successor Agency") dated December 5, 2017 ("Successor Agency PSA") regarding that certain unimproved real property in the City of Suisun City, County of Solano, State of California (Assessor Parcel Nos. 0032-180-410 and 0032-180-610) legally therein ("Successor Agency Property").
- B. Concurrently, Buyer entered into an agreement for purchase and sale of real property and joint escrow instructions with the City of Suisun City ("City PSA") regarding that certain unimproved real property in the City of Suisun City, County of Solano, State of California (Assessor Parcel No. 0032-180-420) more particularly described therein ("City Property"). The City Property is adjacent to the Successor Agency Property.
- C. The Successor Agency PSA and City PSA were entered into concurrently with the specific intent that both the Successor Agency Property and the City Property (jointly the "**Properties**") would be purchased concurrently.
- D. In accordance with Section 3.2(a) of the Successor Agency PSA, Escrow (P-291464) was opened with Escrow Holder on September 24, 2018.
 - E. Pursuant to the Successor Agency PSA, the original Closing Date was June 5, 2019.
- F. Pursuant to Section 2.4 of the Successor Agency PSA, on May 1, 2019, the Executive Director authorized an extension thereto, to November 1, 2020, and then again on October 30, 2020, the Executive Director authorized a further extension to October 31, 2021 ("Extensions.")
- G. Upon the terms and conditions set forth in this Amendment, the Parties desire to amend the Successor Agency PSA to, among other things, amend the Closing Date, provided that the City PSA is also concurrently amended on the same terms.

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AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- **1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- **2. Defined Terms.** All terms not specifically defined (or modified) in this Amendment shall have the meaning in the Successor Agency PSA.
- 3. Effective Date. This Amendment shall be effective upon the execution by Seller provided that the City PSA is concurrently amended pursuant to that certain First Amendment to the City PSA ("City PSA Amendment") which contains substantially the same amendments and confirmations as set forth in this Amendment except for the addition of an option to purchase the Properties set forth in the new Section 17 of the City PSA ("Effective Date").
- **4. Confirmation.** The Parties acknowledge the following are true and correct as of the Effective Date:
 - (i) Buyer has reviewed and approved title in accordance with Section 6.
 - (ii) The Due Diligence Period has expired and Buyer has not delivered the Disapproval and Termination Notice (as defined in Section 7.2).
 - (iii) Buyer submitted the Applications prior to the Outside Application Date (as defined in Section 7.3).
 - (iv) Neither party is in default of the Successor Agency PSA.
- **5. Amendments/Modifications**. The Successor Agency PSA is amended/modified as follows:
 - (a) Successor Agency Property Definition. The term "Successor Agency Property" is modified to i) reference only APN 0032-180-610, and (ii) APN 0032-180-410 is specifically excluded as it is owned by the State of California.
 - (b) **Purchase Price.** Section 3.1 is amended to provide that the purchase price of the Property is Two Hundred Eighty-Seven Thousand Dollars (\$287,000) ("**Purchase Price**"), pursuant to that certain appraisal prepared by GARLAND &SALMON #220536 (October 29, 2020 Date of Value; October 29, 2020 Date of Inspection; November 11, 2020 Date of Report) as modified by that certain Addendum dated February 13, 2021 ("**Appraisal**"). Buyer has received and reviewed the Appraisal.

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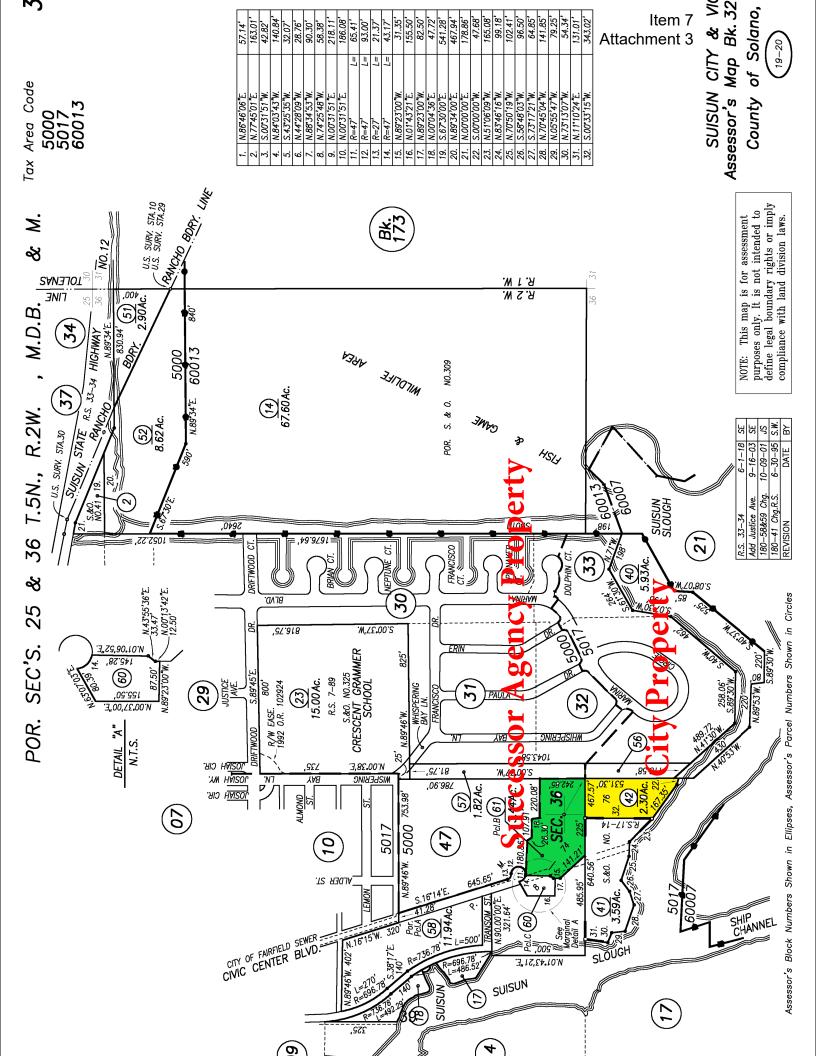
- (c) Closing Date. Section 5.1 is amended to provide that the Closing Date shall be on or before December 31, 2021. "Closing" is defined to be the date that both the Grant Deed and the Option Agreement (defined in Section 17) are filed for recording with the Solano County Recorder's office in that order.
- (d) **Title Policy.** Section 6.2 is amended to provide that the Title Policy shall also include the Option Agreement as an exception.
- (e) **Option to Purchase.** In the City PSA Amendment, a new Section 17 has been added granting the City an option to purchase the Properties pursuant to the terms of an option to purchase agreement to be recorded at the closing of Escrow ("**Option Agreement**").
- **6. Reaffirmation of Successor Agency PSA.** Except as amended by this Amendment, the Successor Agency PSA shall remain unchanged and is hereby reaffirmed, ratified and confirmed in its entirety. If there is any conflict, inconsistency or ambiguity between the Successor Agency PSA and this Amendment, then this Amendment shall govern and control.
- 7. **Copy to Escrow.** As soon as practical after the Effective Date of this Amendment, the Parties shall deliver a copy of this Amendment to Escrow.
- **8. Entire Agreement.** The Successor Agency PSA with this Amendment constitutes the entire agreement and supersedes any prior written or oral agreements between the Parties with respect to the specific matters addressed herein.
- **9. Authorization.** Each individual executing this Amendment on behalf of Buyer represents and warrants that he has been duly authorized to do so by the entity on whose behalf he executes this Amendment and said entity is bound by this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement Purchase and Sale of Real Property and Escrow Instruction as of the Effective Date.

SELLEK:		BUYER:	
	T AGENCY OF THE	HARBOR PARK, LLC, a California limited liability company	
By: Folsom Fye	cutive Director	By:	mi, Managing Member
Dated:		Dated:	
ATTEST:			
Anita Skinner, Agend	cy Secretary		
APPROVED AS TO	FORM:	RECEIVED BY	ESCROW HOLDER:
ALESHIRE & WYN	DER, LLP.	PLACER TITLE COMPANY, a California corporation	
By: Anthony R. Taylor,		By: Laura Vierra, I	
		Dated:	, 2021



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AGENDA TRANSMITTAL

MEETING DATE: July 6, 2021

CITY AGENDA ITEM: Council Adoption of Resolution No. 2021-___: Approving a Funding Agreement with the Solano Transportation Authority (STA) for Professional Services to be Provided by PlaceWorks, Inc. to Prepare the 2023-2031 Housing Element Including Associated Amendments, Prepare Updates to the Safety Element, Conduct Public Outreach, and Complete Environmental Review, for a Not-to-Exceed Amount of \$163,851, and Authorizing the City Manager to Sign the Agreement on Behalf of the City.

FISCAL IMPACT: The Housing Element and Safety Element update will be funded by \$150,000 of Local Early Action Planning (LEAP) grant funds (authorized by the City Council on May 5, 2020) and \$20,000 in Regional Early Action Planning (REAP) grant funds (disbursed on a noncompetitive basis from the Association of Bay Area Governments).

STRATEGIC PLAN IMPACT: Ensure Good Governance; Ensure Fiscal Solvency.

BACKGROUND: The City of Suisun City is a partnering community, along with all other Solano County cities and the County of Solano, in the Solano Housing Investment Partnership (SolHIP). Through this partnership, which is administered by STA, Solano County jurisdictions have received support in preparation of SB2 and LEAP planning grant applications. STA has also coordinated the subregional Regional Housing Needs Allocation (RHNA) process that is currently under review by the Department of Housing and Community Development.

The recommended funding agreement would pool LEAP funding amongst the cities of Benicia, Dixon, Rio Vista, Suisun City and Vallejo, along with the County of Solano, to realize potential cost savings in preparation of certain components of the Housing Element and Safety Element updates. As the contracting entity, STA will provide contract management and technical assistance for the overall project. Key components of the project scope include:

- Land Inventory and Sites Analysis.
- Housing Element rezone program (note: implementation component is required for LEAP funding reimbursement).
- Housing Goals, Policies and Quantitative Objectives.
- Safety Element update including vulnerability assessment and climate adaptation/resilience policies pursuant to Government Code Section 65302.
- Community Outreach and Engagement.
- Environmental Impact Report (EIR) including thresholds for Vehicle Miles Traveled pursuant to the California Environmental Quality Act (CEQA).
- Coordination of Review/Approval by the Department of Housing and Community Development (HCD).

STAFF REPORT: The requested action would authorize execution of a funding agreement with the Solano Transportation Authority (STA) as part of a coordinated funding approach to the

PREPARED BY: APPROVED BY:

upcoming sixth cycle Housing Element. Through a multi-jurisdictional consultant selection process, the planning firm of PlaceWorks, Inc. was selected to provide professional services for the upcoming Housing Element cycle. PlaceWorks will also complete State-mandated updates to the Safety Element and provide environmental review pursuant to the California Environmental Quality Act (CEQA). The cost for Suisun City's portion of the project is in a not-to-exceed amount of \$489,208.

STAFF RECOMMENDATION: It is recommended that the City Council adopt the following:

Resolution 2021-_____; Approving a Funding Agreement with the Solano Transportation Authority (STA) for Professional Services to be Provided by PlaceWorks, Inc. to Prepare the 2023-2031 Housing Element Including Associated Amendments, Prepare Updates to the Safety Element, Conduct Public Outreach, and Complete Environmental Review, for a Not-to-Exceed Amount of \$163,851 and Authorizing the City Manager to Sign the Agreement on Behalf of the City.

ATTACHMENTS:

- 1. Resolution 2021-____; Approving a Funding Agreement with the Solano Transportation Authority (STA) for Professional Services to be Provided by PlaceWorks, Inc. to Prepare the 2023-2031 Housing Element Including Associated Amendments, Prepare Updates to the Safety Element, Conduct Public Outreach, and Complete Environmental Review, for a Not-to-Exceed Amount of \$163,851, and Authorizing the City Manager to Sign the Agreement on Behalf of the City.
- 2. Funding Agreement for Housing Element and Safety Element.
- 3. LEAP Standard Agreement Executed.
- 4. REAP/Housing Technical Assistance Funding Per Jurisdiction.

RESOLUTION NO. 2021-

APPROVING A FUNDING AGREEMENT WITH THE SOLANO TRANSPORTATION AUTHORITY (STA) FOR PROFESSIONAL SERVICES TO BE PROVIDED BY PLACEWORKS, INC. TO PREPARE THE 2023-2031 HOUSING ELEMENT INCLUDING ASSOCIATED AMENDMENTS, PREPARE UPDATES TO THE SAFETY ELEMENT, CONDUCT PUBLIC OUTREACH, AND COMPLETE ENVIRONMENTAL REVIEW, FOR A NOT-TO-EXCEED AMOUNT OF \$163,851, AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City of Suisun City is required, pursuant to the California Government Code, to adopt a Housing Element and to periodically update the Housing Element according to the schedule provided in Section 65588;

WHEREAS, the City of Suisun City shall adopt the 6th cycle Housing Element (2023-2031)by January 2023; and

WHEREAS, The Housing Element and Safety Element update will be funded by \$150,000 of Local Early Action Planning (LEAP) grant funds (authorized by the City Council on May 5, 2020) and \$20,000 in Regional Early Action Planning (REAP) grant funds (disbursed on a non-competitive basis from the Association of Bay Area Governments); and

WHEREAS, the City of Suisun City shall update its Safety Element in accordance with therequirements of California Government Code section 65309(g) to address required topics; and

WHEREAS, the City staff does not have the expertise or resources to perform this work in-house; and

WHEREAS, the City Council has determined that it is in the interest of the City to maximize available grant funds and realize potential cost savings by participating in a shared contract for the Housing Element, Safety Element and associated environmental review, which shall be administered by the Solano Transportation Authority (STA).

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Suisun City does hereby approve a funding agreement with the Solano Transportation Authority forprofessional services to be provided by PlaceWorks, Inc. to prepare the 2023-2031 Housing Element including associated amendments, prepare updates to the Safety Element, conduct public outreach, and complete environmental review, for a not-to-exceed amount of \$163,851 and authorizing the City Manager to sign the agreement on behalf of the City.

BE IT FURTHER RESOLVED that this action is exempt from the California Environmental Quality Act (CEQA) because it will not result in a direct or indirect physical change to the environment and is therefore not a project as defined in the CEQA Guidelines section 15378.

AYES: NOES:	C :1 N / 1	
ABSENT: ABSTAIN:	Council Members:	
		of said City this 6 th day of July 2021.
		Anita Skinner City Clerk
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FUNDING AGREEMENT BETWEEN SOLANO TRANSPORTATION AUTHORITY AND CITY OF SUISUN CITY FOR

HOUSING ELEMENT UPDATE PARTNERSHIP

RECITALS

WHEREAS, STA was created in 1990 through a Joint Powers Agreement between the County of Solano and the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo to serve as the Congestion Management Agency (CMA) for Solano County; and

WHEREAS, STA, as the CMA for the Solano County area, partners with various transportation and planning agencies, such as the Metropolitan Transportation Commission (MTC), Association of Bay Area Governments (ABAG) and Caltrans District 4, to set countywide transportation priorities and to coordinate the delivery of transportation projects in furtherance of the identified transportation priorities; and

WHEREAS, STA is responsible for programming transportation funds, managing and providing transportation programs and services, delivering transportation projects, and setting transportation priorities; and

WHEREAS, in 2017, as part of a series of housing bills adopted to address the state's housing shortage and high housing costs, <u>Senate Bill 2: Building Homes and Jobs Act</u> (SB2) was passed providing local agencies with housing planning funds to plan for future housing production, and in 2019, the State Housing Trailer Bill (AB101) was approved providing additional planning funds for local agencies and Council of Governments (COGs) to plan for future housing production in Solano County, and

WHEREAS, on June 5th, 2019, the STA Board established the Solano Housing Investment Partnership (SolHIP) in order to provide technical assistance, planning resources, and assistance in development of funding and implementation strategies for each participating member agency to assist in the implementation of their range of housing projects, specifically located in Priority Development Areas (PDA) and adjacent to regional transit centers, and to achieve their Regional Housing Needs Assessment (RHNA) housing production targets; and

WHEREAS, California Department of Housing and Community Development is providing Local Early Action Planning (LEAP) funding for local agencies who are updating their respective Housing Elements for their respective General Plans; and

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WHEREAS, the Parties desire to maximize their LEAP funding and seek efficiencies in common takes to realize potential cost savings; and

WHEREAS, the STA was designated as the Association of Bay Area Government's County Collaborative for Regional Early Action Planning Grant Funding for housing planning and implementation; and

WHEREAS, the STA, in consultation with the Parities, has engaged a consultant, Placeworks, to coordinate the process, and has requested each Party contribute a share of the cost.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

A. STA agrees to:

Engage a consultant to perform the work included in **Exhibit A**.

B. Each Party agrees to:

Contribute \$163,851.00 (which includes \$157,721 for base scope of work and \$6,130 for optional scope) as outlined in **Exhibit A**.

C. Payments:

Consultant will invoice STA for work completed related to Suisun City's Housing Element Payment. All Consultant's invoices will be reviewed and approved by Suisun City prior to STA issuing payment to Consultant. Suisun City will be responsible for reimbursing the STA for paid invoices within 30 days of receipt.

D. Joint Responsibilities:

Each Party agrees to participate and work collaboratively to develop and implement the Housing Element for each jurisdiction.

E. Term and Termination:

- 1. This Agreement shall remain in effect through ______, unless it is terminated or amended earlier as provided in this Agreement.
- 2. Either Party may terminate its participation in the process upon written notice to the other with 30-day written notice.

F. Indemnification:

- 1. Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 2. STA will require each consultant to indemnify each Party for work performed on that specific Party's behalf.

G. Insurance:

- 1. Each Party agrees to maintain its status as a legally self-insured public entity for general, auto and professional liability insurance coverage with limits of no less than \$1,000,000 per occurrence and no less than fifteen million dollars (\$15,000,000) aggregate. Each Party's insurance will be considered primary for all claims arising out of acts of that Party. Each Party agrees to endorse the other Party, its officials, employees and agents, using standard ISO endorsement No. CG2010 or its equivalent for general liability coverage. Each Party also agrees to require all consultant, contractors and subcontractors engaged to work on this Project to name the other Party as an additional insured as well.
- 2. Each Party will maintain Workers' Compensation as required by law for all its employees with limits not less than \$1,000,000 per occurrence. Neither Party's insurance shall be called upon to satisfy any claim for workers' compensation filed by an employee of the other Party. Each Party will provide the other with a Waiver of Subrogation endorsement for Workers Compensation. Each Party also agrees to require all consultants, contractors and subcontractors engaged to work on this Project to carry the same Workers Compensation insurance limits and endorsements.
- 3. Each Party will require all consultants, contractors, and subcontractors engaged to work on this Project to carry insurance in levels commensurate with the exposure of the respective work provided by the consultant, contractor or subcontractor. of the respective work provided by the consultant, contractor or subcontractor.

H. Access to Records and Retention:

All Parties, acting through their duly authorized representative, as well as any federal or state grantor agency providing all or part of the funding associated with this Agreement, the State Controller, the Comptroller General of the United States, and the duly authorized representatives of any of the Parties, shall have access to any books, documents, papers and records of any Party which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, the Parties shall maintain all required records for three years after final payment for any work associated with this Agreement, or after all pending matters are closed, whichever is later.

I. Interpretation:

Each Party has reviewed this Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting Party. This Agreement shall be construed as if all of the Parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.

J. 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.

The Parties have executed this Agreement on the day and year first written above.

CITY OF SUISUN CITY	APPROVED AS TO FORM
By:	By:
Greg Folsom, City Manager	City Attorney
SOLANO TRANSPORTATION AUTHORITY	APPROVED AS TO FORM
By:	By:
Daryl K. Halls, Executive Director	STA Legal Counsel

EXHIBIT A

A. PROJECT KICK-OFF

TASK A.1 PROJECT KICK-OFF (EACH JURISDICTION)

PlaceWorks will communicate with each jurisdiction's staff via phone and email throughout the project. We will prepare for and attend a virtual kick-off meeting with each jurisdiction to exchange information and initiate work. At the meeting we will:

- Determine staff contact protocol.
- Review and finalize the scope of work and schedule.
- Review Housing Element legal requirements and HCD practices.
- Identify stakeholders.
- Provide a list of data needs. Provide recommendations on format and organization of the 2023–2031 Housing Element document based on the existing 2015–2023 Housing Element, input from each jurisdiction at the kickoff meeting, and best practices taken from other housing elements.

Task A.1 Deliverable:

- Agenda and data needs list for the kick-off meeting and notes from the meeting.

TASK A.2 PROJECT MANAGEMENT (EACH JURISDICTION)

PlaceWorks will communicate with each jurisdiction's staff via phone and email throughout the project. In addition, PlaceWorks project managers will:

- 1) Provide monthly email progress reports to the local jurisdictions and a monthly meeting with each jurisdiction's staff during the process;
- 2) Provide and maintain an Internet-based folder for all project materials accessible to city and STA staff and consultants.

Task A.2 Deliverable:

Monthly progress report to agency staff.

B. EXISTING CONDITIONS AND NEEDS

TASK B.1 DOCUMENT REVIEW (EACH JURISDICTION)

PlaceWorks will review documents relevant to the Housing Element update to gain an understanding of local conditions and needs. Documents will include, but are not limited to:

- 2015–2023 Housing Element
- All past communication with HCD, including any findings letters
- General Plan
- Housing Element annual progress reports
- Zoning code
- Any other applicable programs and ordinances

Task B.1 Deliverable:

No deliverables are associated with this subtask.

TASK B.2 REVIEW OF PREVIOUS HOUSING ELEMENT (EACH JURISDICTION)

PlaceWorks will work closely with each jurisdiction to determine the status, effectiveness, and appropriateness of the 2015–2023 housing programs. We will gather and document all available information regarding specific accomplishments. We will identify content to drop, change, or add. Findings from the evaluation will be detailed in a matrix to be included in the draft Housing Element and used as a basis for program revisions for the remainder of the planning period. PlaceWorks will send the review matrix to each jurisdiction to provide input before including it in the Administrative Draft Housing Element.

Task B.2 Deliverable:

Included in Administrative Draft, Review of Previous Housing Programs chapter.

C. REGIONAL HOUSING NEEDS ASSESSMENT (RHNA)

TASK C.1 LAND INVENTORY (EACH JURISDICTION)

Sites Inventory and Regional Housing Needs Assessment (RHNA) Analysis. PlaceWorks will use the current sites inventory as a starting point with each jurisdiction except in the case of Vallejo, we will use the citywide vacant land survey completed in September 2020. We will work with each jurisdiction to determine viable sites based on new state law requirements, requiring additional analysis for sites smaller than one-half acre, larger than 10 acres, and for underutilized, non-vacant sites. We will also identify sites included in the past two housing element site inventories that per AB 1397 are now required to allow affordable housing by-right (20 percent) in order to continue to count these sites in the inventory.

We will prepare an analysis that clearly illustrates the capacity to accommodate the new RHNA for each jurisdiction. The sites inventory will identify appropriately zoned sites with necessary infrastructure and services. In keeping with state law, we will document the realistic capacity of each parcel and prepare a map showing all identified sites. PlaceWorks will compare the inventory of available land to the RHNA and draft the adequate sites analysis to clearly describe how each jurisdiction will accommodate the needs of households at all income levels.

If needed, we will work with local staff to determine sites that would be appropriate to rezone to meet any RHNA shortfall or to provide a larger surplus to ensure a jurisdiction does not fall into a no-net-loss situation. If a rezone is needed to meet the RHNA the City will have three years from adoption of the Housing Element to complete this process. We will use the ABAG/Metropolitan Transportation Commission (MTC) Housing Element Site Selection (HESS) tool in the development of the sites inventory as a way to cross-check our traditional GIS analysis, but it would not replace it.

Underutilized Sites Analysis. PlaceWorks will complete an analysis of nonvacant sites to address a portion of the RHNA. As part of this analysis we will analyze the realistic development potential within the planning period by considering the extent that a nonvacant site's existing use impedes additional residential development, the jurisdiction's past experience converting existing uses to higher density residential development, market

trends and conditions, and regulatory or other incentives or standards that encourage additional housing development on any nonvacant sites.

Demonstrate the feasibility of infill and densities less than 20 du/acre. Typically, this is done by reviewing similarly situated built projects in Suisun City and the neighboring communities, calling local developers, and reviewing proformas submitted to the City to infer development feasibility.

Infrastructure Analysis. PlaceWorks will work to determine if parcels included in the inventory have sufficient water, sewer, and dry utilities supply available and accessible to support housing development. We will review existing general plan programs or other mandatory programs or plans to secure sufficient water, sewer, and dry utilities supply to support housing development on the site. The analysis will include sufficient detail to determine whether the service levels of water delivery/treatment systems and sewer treatment facilities are sufficient and have capacity to accommodate development on all identified sites in order to accommodate the RHNA.

Financial and Programmatic Resources. PlaceWorks will update financial, physical, and programmatic resources available for affordable housing programs, including local, state funding programs, and private-sector resources. We will assess current and potential housing programs to recommend future programs that will support the City's housing objectives.

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Task C.1.1 Electronic Housing Element Site Inventory Form. (Each Jurisdiction)

Pursuant to SB 6 (Chapter 667, Statutes of 2019), for a Housing Element adopted on or after January 1, 2021, an electronic copy of the final inventory of the land inventory parcels using HCD-approved Excel spreadsheets must be prepared and submitted to HCD with the Housing Element.

Task C.1.2 Fair Housing Assessment (Joint Document)

AB 686 requires each city or county to take actions to overcome patterns of segregation, address disparities in housing needs and access to opportunity, and foster inclusive communities. Each jurisdiction will need to include an assessment of fair housing practices, examine the relationship of available sites to areas of high opportunity, and include actions to affirmatively advance fair housing. The California Tax Credit Allocation Committee/HCD Opportunity Maps will be included and are intended to display the areas, according to research, that offer low-income children and adults the best chance at economic advancement, high educational attainment, and good physical and mental health. The goal of AB 686 is to ensure available sites for low-income housing are in high resource areas rather than concentrated in areas of high segregation and poverty. It will be important to demonstrate adequate sites throughout the county and meaningful actions to overcome geographic disparities. Based on our experience with recent HCD review, we feel we can

prepare this analysis on a regionwide basis for all the participants to include in their Housing Elements.

Task C Deliverables:

- Included in Administrative Draft Housing Resources and Opportunities chapter.
- Site inventory on HCD's Electronic Inventory Form.
- Regional Fair Housing Assessment to be included in the Administrative Draft Housing Element

D. ASSESSMENT OF HOUSING NEEDS

TASK D.1 REGIONAL HOUSING NEEDS ASSESSMENT DOCUMENT (JOINT DOCUMENT)

PlaceWorks will create a regional housing needs analysis document (the joint document will be included in each jurisdictions housing element) pursuant to Government Code Section 65583 with data from the HCD pre-approved data packet, 2010 (or 2020 if available) U.S. Census data, American Community Survey, and other relevant sources. PlaceWorks will coordinate with staff to develop a current housing inventory and evaluate housing conditions using state-approved criteria. The regional housing needs analysis will include the following.

- Population and Demographics: Population trends and projections, race and ethnicity, and population age.
- Household Characteristics: Number, size, and type of existing households, and characteristics of lower-income households (including extremely low).
- **Employment and Income:** Employment by industry, occupation of employed residents, and income trends.
- Housing Stock Characteristics*: Housing types and conditions, overcrowded households, and vacancy rates.
- Housing Costs and Affordability: Home sale price trends, rental costs, affordability for households at all income levels, and overpayment.
- Special Housing Needs: Special housing needs of persons with disabilities (including persons with developmental disabilities), seniors, large households, female-headed households.
- Fair Housing Assessment (new requirement): An analysis of impediments to fair housing, pursuant to Assembly Bill (AB) 686. This is now required for all Housing Elements adopted after 2021.
- At-Risk Housing: Inventory and analysis of existing affordable units at risk of converting to market rate during the planning period.
- Opportunities for Energy Conservation: Pursuant to SB 375 and AB 32, an inventory and analysis of opportunities to encourage the incorporation of energy-saving features, energy-saving materials, and energy-efficient systems and design for residential development.

Task D.1 Deliverable:

Included in the Regional Administrative Draft Needs Analysis chapter.

^{*}This scope does not include a windshield housing conditions survey. We anticipate that we can fulfil the requirement to identify the number of houses that need rehabilitation or replacement with building permit and code enforcement data that we obtain from each jurisdiction.

D.2 HOUSING CONSTRAINTS (NONGOVERNMENTAL – JOINT DOCUMENT AND GOVERNMENTAL – EACH JURISDICTION)

PlaceWorks will complete a regional analysis of potential nongovernmental constraints, including construction costs and the availability of financing.

We will update the actual governmental constraints for each jurisdiction, including constraints to maintenance, improvement, and development of housing (pursuant to Government Code Section 65583(a)(4,5)). Potential constraints to be reviewed include any land use controls, fees and exactions, permit processing procedures, building codes and code enforcement, and land.

We will identify potential programs and strategies to reduce or remove identified constraints. This task will include all the analysis needed to comply with recent updates to state housing law.

Task D. 2 Deliverable:

 Included in the Administrative Draft Constraints chapter. It will include a regional nongovernmental section and individualized governmental constraints for each jurisdiction.

D.3 HOUSING GOALS, POLICIES, AND QUANTIFIED OBJECTIVES (EACH JURISDICTION)

PlaceWorks will work with each jurisdiction to update goals, policies, programs, and quantified objectives (pursuant to Government Code Sections 65583 et seq.) to address identified housing needs and constraints based on the effectiveness and continued appropriateness of existing programs, information received through public outreach, the analysis of constraints, and findings from the needs assessment. Programs will describe specific steps for implementation and will identify a time frame and responsible department. Programs will address:

- All new state requirements since adoption of the existing Housing Element
- Consistency and compliance with the rest of the City General Plan elements and community goals
- Development controls and regulatory incentives
- Housing opportunities for all City residents, including the elderly, those with disabilities, the homeless, and other special needs groups
- Fair housing programs
- Sources of affordable housing funding
- Preserving and improving existing affordable housing
- Facilitating development of adequate housing and infrastructure to meet the needs of low- and moderate-income households in keeping with the regional fair-share allocation
- Mitigating any governmental constraints to providing and improving housing

Task D.3 Deliverable:

 Included in the Administrative Draft Goals, Policies, and Quantified Objectives chapter.

E. PREPARATION OF DRAFT HOUSING ELEMENT

E.1 ADMINISTRATIVE DRAFT (EACH JURISDICTION)

PlaceWorks will incorporate the feedback received during the community outreach and stakeholder feedback received into a comprehensive, formatted Administrative Draft Housing Element. PlaceWorks will submit the Administrative Draft Housing Element to each jurisdiction for review as an electronic copy in Microsoft Word format. Any outstanding data still needed from each jurisdiction will be flagged in the Administrative Draft Housing Element so it can be addressed during local staff's review. We request that we receive one consolidated set comments on the administrative draft.

Task E.1 Deliverables:

 One electronic copy (in MS Word) of the Administrative Draft Housing Element, Environmental Justice Element, revised Safety Element, and General Plan Land Use Element (if applicable)

E.2 PUBLIC REVIEW DRAFT (EACH JURISDICTION)

PlaceWorks will address staff comments on the administrative draft and reply to any questions. We will incorporate comments and revisions from staff's review of the administrative draft, as directed. PlaceWorks will then prepare and submit a Public Review Draft Housing Element to HCD and the general public for review and comment.

Task E.2 Deliverables:

- One electronic copy (in MS Word and PDF) of the Public Review Draft Housing Element to the City and to HCD with a cover letter for their 60-day review.
- If required by HCD, one hard copy will be submitted to HCD.
- One electronic copy (in MS Word) of the Public Review Environmental Justice Element, revised Safety Element, and General Plan Land Use Element (if applicable)

E.3 ADOPTED FINAL HOUSING ELEMENT (EACH JURISDICTION)

PlaceWorks will prepare a final Housing Element that incorporates any changes to the public draft from City staff, HCD, or public comments received.

Task E.3 Deliverables:

- Electronic copies (in MS Word and PDF) of the final draft to the City and to HCD with a cover letter for their 90-day review. One clean version and one showing all changes made will be included.
- If required by HCD, hard copies (one clean version and one showing all changes made) will be submitted to HCD.
- Upon adoption of the Final Draft Housing Element, Final Draft Environmental Justice Element, Final Draft revisions to the Safety Element, and Final Draft General Plan Land Use Element by the City Council, the consultant will prepare a final adopted version with the date of adoption prominently displayed on the front cover and throughout the document to distinguish it as the official document from other versions of the General Plan Elements. The consultant shall provide 10 bound copies, 1 electronic copy in Microsoft Word format, and 1 electronic copy in Adobe Portable Document format (PDF) of the adopted Housing Element.

F. PUBLIC HEALTH AND SAFETY ELEMENT

Understanding and Approach to Public Health and Safety Element Update

The Public Health and Safety Element reduces the short-term and long-term potential threats to community health and safety, helps foster a resilient local economy and natural ecosystem. We understand that an effective safety element is one that that not only helps protect the health of all community members, but also reduces the risk of damage to buildings and key infrastructure, helps foster a resilient local economy and natural ecosystem, and minimizes the potential for economic and social dislocation.

Events in recent years have made it clear that historical threats to a community's health and safety are no longer an accurate guide to future conditions. Moving forward, safety elements must prepare communities for threats of a type and magnitude that may not have previously existed in the area. This includes addressing indirect harm brought about by these changing conditions, such as the potential harm from power shutoffs that are intended to reduce wildfire risk. In response to the updated requirements for general plans, our approach includes climate adaptation and resiliency as an integral component, integrated throughout elements as applicable and nested in the Public Health and Safety Element.

Cities and counties must review General Plan Safety Elements during preparation of a Housing Element Update and determine if updates are needed to respond to and incorporate the Office of Planning and Research's (OPR's) latest General Plan Guidelines for compliance with California Government Code 65302(g) updates resulting from SB 379 and 1035 regarding climate change adaptation and resilience and SB 1241, SB 99, AB 747, and others related to wildfire mapping, mitigation, and evacuation routes. Safety elements are now required to include more information about wildfire and flooding risks in the community and to comprehensively address the short-term and long-term threats posed by climate change.

California SB 379 amended California Government Code Section 65302(g)(4) to require all general plans to include climate adaptation and resiliency strategies in their Safety Elements. The bill requires the climate adaptation update to include a set of goals, policies, and objectives for communities based on the vulnerability assessment, and implementation measures. Specifically, the bill requires the following:

- A vulnerability assessment that identifies the risks that climate change poses to the community and the geographic areas at risk from climate change impacts.
- A set of adaptation and resilience goals, policies, and objectives based on the information specified in the climate change vulnerability assessment for the protection of the community.
- A set of feasible implementation measures that are designed to carry out the goals, policies, and objectives identified pursuant to the climate adaptation and resiliency objectives.

PlaceWorks has led preparation of numerous Safety Element updates in the recent Housing Element cycle to comply with all State laws. Our work relies on the best available science and relevant data to update background information; hazard-specific information and details, including applicable mapping; and goals, policies, and strategies. We leverage our familiarity with state efforts, such as the State Hazard Mitigation Plan and the California Adaptation Planning Guide, to support the Public Health and Safety Element update, as

appropriate. (PlaceWorks led preparation of the Adaptation Planning Guide with the Governor's Office of Emergency Services and the OPR.) Since the City does not have a climate action or adaptation plan, general plan, or local hazard mitigation plan that identifies and assesses the effects of climate change to the community consistent with government code and General Plan Guidelines, we will also prepare a countywide Climate Change Vulnerability Assessment to inform the update.

The PlaceWorks team will identify goals and strategies to adapt to changing climate conditions and increase community-wide resilience, Policies will be responsive to these issues and meet requirements of the California Government Code. We emphasize a "no regrets" approach that builds short- and long-term community resiliency and provides cobenefits such as financial savings, conservation of natural resources, and improvements to public health. We will streamline the element by creating policies that address multiple issues of concern and provide multiple benefits. Although many of the climate adaptation and resiliency goals and policies have an obvious home in the Public Health and Safety Element, achievement of the goals and implementation of policies requires a cross-sector approach.

Based on our review of the Request for Proposals (RFP), discussions with City staff, and review of available City and County plans and resources, including the current General Plan, Local Hazard Mitigation Plan, and regional resources as available, PlaceWorks proposes the following scope of work. In addition to the tasks described below, the Public Health and Safety Element team will provide Project Management and Coordination as described in Task A for the Housing Element update.

Public Health and Safety Element Update Scope of Work

TASK F.1 REVIEW EXISTING PUBLIC HEALTH AND SAFETY ELEMENT AND GENERAL PLAN

PlaceWorks will conduct a crosswalk review of the Public Health and Safety Element and related documents to assess applicability with Section 65302(g) of the California Government Code and assessment the applicability and relevance of each Safety Element's existing goals, policies, and actions.

As part of the crosswalk review, PlaceWorks will review the Public Health and Safety Element (and other elements of the General Plan as applicable) and other existing local and regional efforts, as applicable, to identify other best practices and recent content that can be integrated into the Public Health and Safety Element to help meet state requirements and ensure improved community safety. We anticipate reviewing supporting regional documents, including the Solano County Local Hazard Mitigation Plan (2012 version and 2021 draft in progress), Adapting to Rising Tides (ART) program (and specifically the Eastern Contra Costa and Solano Counties ART Modeling and Mapping), and the Delta Stewardship Council's Delta Adapts Vulnerability Assessment, among others, to identify analyses, maps, policies, actions, or other content that could support compliance with existing guidance and regulations. We will present the results of our crosswalk review in a spreadsheet that lists out which revisions are needed to the Public Health and Safety Element and why, what existing documents or other work can be leveraged to support these revisions, and any additional resources that may be needed. We will recommend integration of existing technical studies and analyses, policies, or other content, as well as updates of existing information and preparation of new content.

Our review of the existing Public Health and Safety Element is presented in a matrix that includes each goal, policy, and action with a recommendation to remove or keep it. For goals, policies, and actions that could be retained, we will note if they can be kept as written or revised to support consistency with state requirements or current conditions. This review involves consultation with City staff to learn more about implementation and effectiveness of the Public Health and Safety Element.

The result of this task will direct the level of effort to update the Public Health and Safety Element, which is currently assumed to be a focused update to meet requirements enacted since adoption of the 2015 General Plan Update.

Task F.1 Deliverables:

- Crosswalk of existing plan review spreadsheet of results and memo summarizing recommendations (electronic)
- Review of existing Public Health and Safety Element goals, policies, and actions matrix of recommendations (electronic)
- Meeting(s) with staff to review results (phone/video conference)

TASK F.2 PREPARE CLIMATE CHANGE VULNERABILITY ASSESSMENT

The PlaceWorks team will prepare a countywide climate change vulnerability assessment that meets the standards in the California Government Code and clearly identifies climate change stressors, hazards, impacts, and vulnerabilities expected to be present in Suisun City. Preparation of a countywide climate change vulnerability assessment provides the most cost-effective, efficient, and consistent option to the City and other agencies participating in updates to their housing and safety elements. This assessment will look at the threat posed by climate-related hazards in the community, such as sea level rise, bayshore and inland flooding, extreme heat, extreme weather, and wildfire, and to what extent the threat from these hazards may change in the future.

The climate change vulnerability assessment will rely on the most accurate and up-to-date science using resources such as Cal-Adapt, the California Fourth Climate Assessment, and local studies and reports. It will identify the populations and assets in the community that may be affected by these hazards, including populations (persons likely to be disproportionately harmed), buildings and infrastructure, economic drivers, community services, and ecosystems. We will prepare a list of all appropriate hazards, populations, and assets to be included in the climate change vulnerability assessment.

We will assess the vulnerability of populations and assets for all relevant climate hazards by looking at impact and adaptive capacity, in accordance with the newest version of the California Adaptation Planning Guide. The PlaceWorks team will consult an extensive body of scientific research to determine how climate change may affect the populations and assets, including peer-reviewed scientific studies, publications from academic institutions and government organizations, and other credible state and national sources. Where appropriate, the PlaceWorks team will also rely on plans and reports from local government agencies, including the Adapting to Rising Tides (ART) program (and specifically the Eastern Contra Costa and Solano Counties ART Modeling and Mapping), and the Delta Stewardship Council's *Delta Adapts Vulnerability Assessment*. Assessment of impact and adaptive capacity will be translated into an overall vulnerability score, ranging from low to high. This scoring will help identify the priority populations/assets most susceptible to the effects of natural hazards, which will guide development of the updated

Public Health and Safety Element. PlaceWorks will present the results of this assessment in a summary report.

As part of the climate change vulnerability assessment, PlaceWorks will prepare a countywide climate hazard and vulnerability online mapbook or StoryMap to support community review and access to the assessment with unique maps for Suisun City.

Task F.2 Deliverables:

- Memo presenting method and approach to vulnerability assessment and list of climate hazards and populations/assets for inclusion (electronic)
- Vulnerability assessment scoring matrix with memo summary (draft and final, electronic)
- Meetings with staff to discuss list of hazards and populations and assets,
 preliminary scoring and staff comments, and final scoring (phone/video conference)
- Vulnerability Assessment Summary (draft and final, electronic)
- Online mapbook or StoryMap (electronic)

TASK F.3. PREPARE DRAFT PUBLIC HEALTH AND SAFETY ELEMENT

Building off the results of the Public Health and Safety Element crosswalk, assessment of existing, and the climate change vulnerability assessment, the PlaceWorks team will prepare an administrative draft Public Health and Safety Element that complies with all applicable state laws, including the guidance issued by the Office of Planning and Research.

In addition to the existing goals and sections for hazards, PlaceWorks will include new goals, policies, and actions for climate adaptation and resilience as required. As part of the Public Health and Safety Element, we will prepare updated mapping for the community. These maps will identify areas at increased risk of natural hazards (e.g., wildfire hazard zones or flood plains), locations of potentially vulnerable populations and assets, and general evacuation routes. PlaceWorks will rely on any local or regional evacuation route mapping as a starting point.

PlaceWorks will prepare an Administrative Draft Safety Element for staff's review, which will be in the same template as the existing General Plan and presented to the City in track changes so that revisions are easy to track. After receiving one set of consolidated of Staff comments on the administrative draft Public Health and Safety Element, the PlaceWorks team will prepare a public review draft Public Health and Safety Element for distribution and review by community stakeholders, the planning commission, and City Council. To the extent necessary and appropriate, we will coordinate with the California Office of Emergency Services, the Office of Planning and Research's Integrated Climate Adaptation and Resiliency Program, the Department of Conservation's California Geological Survey, CAL FIRE, the Central Valley Flood Protection Board, and the Delta Stewardship Council. We recommend review by state agencies 90 days in advance of review and consideration for adoption by the City Council.

As part of this task, PlaceWorks will support staff with one presentation each to the Planning Commission and City Council. Our support includes assistance with preparation of the staff report and PowerPoint presentation prior to the meeting. We are also available to lead the presentations or support staff with the presentation and/or questions and answers.

PlaceWorks anticipates a focused Public Health and Safety Element goal, policy, and action update based on our review of the existing Safety Element to be responsive to the results of the Climate Change Vulnerability Assessment. We expect climate change related goals, policies, and actions to address risk and vulnerabilities resulting from sea level rise, bayshore flooding, inland flooding, and changes in temperature and precipitation.

Task F.3 Deliverables:

- Document template in Word
- Administrative Draft Public Health and Safety Element background content, goals, policies, actions, and maps (electronic)
- Public Review Draft Public Health and Safety Element
- Meetings with staff (phone/video conference)
- Presentation to Planning Commission (virtual)
- Presentation to City Council (virtual)
- Consultations with applicable state and regional agencies (phone/video conference)

TASK F.4 OPTIONAL COMMUNITY ENGAGEMENT

PlaceWorks recognizes that community engagement is a critical component of general plan updates, whether the updates are focused or comprehensive. We also know that project success depends on successful community engagement. The Public Health and Safety Element update includes participation in public hearings as scoped in Tasks G and I. If the City would like community and stakeholder engagement in addition to what is scoped, the PlaceWorks team is able to support integration of the Public Health and Safety Element with outreach for the Housing Element or additional Public Health and Safety Element focused activities. This could include online engagement, a virtual community workshop or webinar, and/or stakeholder meetings. We can provide additional scope and budget for these activities upon request.

Missing tasks F.5 - F.7 are not reflective of tasks for this project.

TASK F.8 PREPARE FINAL PUBLIC HEALTH AND SAFETY ELEMENT

Following receipt of comments from the public and state agencies and direction from City staff on changes, PlaceWorks will prepare the Final Draft Public Health and Safety Element for review and recommendation by the Planning Commission and consideration of adoption by the City Council. These Element's review and deliberation will occur simultaneously with the Housing Element at the same public hearings. As part of this task, PlaceWorks will support City staff with one presentation each to the Planning Commission and City Council. Our support includes assistance with preparation of the staff report and PowerPoint presentation prior to public hearings. We are also available to lead the presentations or support staff with the presentation and/or questions and answers.

Following review by the Planning Commission and City Council and direction from staff on changes, PlaceWorks will prepare the Final Public Health and Safety Element, inclusive of maps and supporting analyses.

Task F.8 Deliverables:

- Track changes edits to Public Review Draft (electronic, Word)
- Final Draft S Public Health and Safety Element (electronic, Word and PDF)
- Support with Planning Commission and City Council staff reports and presentations
- Presentation to Planning Commission (virtual)

- Presentation to City Council (virtual)
- Final Public Health and Safety Element (electronic, Word and PDF)

G. ENVIRONMENTAL DOCUMENTS

TASK G.1 ENVIRONMENTAL REVIEW

Unless a change in land use designation or zoning is needed to support RHNA, it is unlikely that the updated Housing Element would result in significant changes to the environment. Land development standards such as density and intensity of development are part of the Land Use Element, and implemented by zoning, not by the Housing Element. While believe that City can adopt the Housing Element with an Addendum to the General Plan EIR (SCH# 2011102046). Use of an Addendum provides both the substantial evidence protection of the General Plan EIR, and significantly reduces both the cost and time associated with preparation of a negative declaration or subsequent EIR.

Task G.1.1 Project Description, Preliminary CEQA Review

Once the whole of the project is understood - typically around the completion of the sites inventory - PlaceWorks will prepare a project description for review by staff to ensure that the whole of the project is evaluated. After review of the project description with the City, we will prepare an administrative draft of an Addendum .

Task G.1.2 Meetings and Administration

PlaceWorks assumes two conference calls to review the comments on the administrative draft and final Addendum. Two additional conference calls are included to discuss issues that may arise during preparation of the Addendum, and to report on status of the project. To preserve resources, this scope assumes that PlaceWorks will attend both the Planning Commission and City Council meetings through Zoom or other virtual meeting program to answer any questions regarding the environmental analysis.

TASK G.2 ADDENDUM TO THE GENERAL PLAN EIR

Even with some redesignation/zoning to meet RHNA, an Addendum may still be possible, as the test is whether the project would result in "...new significant environmental effects or a substantial increase in the severity of previously identified significant effects." If the Housing Element requires rezoning or up-zoning, PlaceWorks will review that city's General Plan and EIR for policies and mitigation measures that could be used to reduce impacts at the locations of the rezones. We believe that none of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent EIR will occur therefore supporting an Addendum to the General Plan EIR pursuant to CEQA Guidelines Section 15164. The Addendum will explain the decision not to prepare a subsequent EIR pursuant to CEQA Guidelines Section 15162 and will be supported by substantial evidence. While public circulation of an addendum is not required, the environmental documentation can accompany the draft documents posted on the City's website.

PlaceWorks will complete the administrative draft Addendum within 3 weeks of completion of the draft of the Housing Element sent to the state for review.

Task G.2 Deliverables:

Administrative Draft and Final Addendum.

Assumptions: City will provide the Draft and Final EIR, and the General Plan EIR findings and Statement of Overriding Considerations.

Task G.2.1 SB 18 Consultation

PlaceWorks will complete the Native American Heritage Commission (NAHC) on-line form requesting a tribal contact list. Using the addresses on the list from NAHC, PlaceWorks will draft letters (on City letterhead) to each of the tribes on the NAHC list inquiring whether they want consultation. Because an Addendum is not a publicly circulated document, consultation under AB 52 is not required. PlaceWorks can facilitate and attend the consultation(s); however, the City must be represented. Pursuant to SB 18, tribes identified by NAHC will receive a written letter notifying them of the proposed project and asking if they wish to consult. Following the consultation meeting (or conference call), PlaceWorks will provide the written outcome of the process and a record for the environmental documentation showing that consultation has been completed.

Task G.2.1 Deliverables:

 Draft letter to NAHC; Draft letters to identified tribes; Facilitation, attendance, and documentation of requested consultations; and Written results of consultation.

H. SPECIFIC ADDITIONAL SERVICES FOR SELECT JURISDICTIONS

TASK H.1 SB 244 ANALYSIS AND LAND USE ELEMENT AMENDMENTS (EACH JURISDICTION)

SB 244 defines an unincorporated disadvantaged community as a place that contains ten or more dwelling units in close proximity to one another; is either within a city sphere of influence, is an island within a city boundary, or is geographically isolated and has existed for more than 50 years; and has a median household income that is 80 percent or less of the statewide median household income.

PlaceWorks will complete an initial review to determine whether any disadvantaged communities exist for the jurisdictions with a sphere of influence that meet the requirements of SB 244. Based on PlaceWorks initial review, if additional analysis is needed, we will complete the following:

- Identify any DUCs, and prepare a map identifying any such areas.
- Review water, wastewater, stormwater drainage, and structural fire protection needs in unincorporated communities with 10 or more dwellings and analyze financing mechanisms that could feasibly be used to extend services to those communities.
- Identify options associated with the use of benefit assessment districts or other financing alternatives that could make the extension of services to these communities financially feasible.
- Work with agency staff to determine whether the jurisdiction is in the process of or will in the near future lose any territory to annexation that could be impacted by SB 244.

Work with the jurisdiction to determine whether any local developers may be impacted by the annexation piece in this bill. Should this be the case, we will notify the identified developers.

Once PlaceWorks has completed the additional analysis, we will either: (1) determine that an amendment to the Land Use Element is required; or (2) conclude that no targeted SB 244 Land Use Element amendments would be necessary.

If it is determined that an amendment is required, we will work with agency staff to prepare policies to be included in the Land Use Element or other applicable General Plan elements and will provide suggested funding sources to address the identified service or infrastructure deficiencies identified.

I. OUTREACH PLAN

Focused and meaningful community engagement is an important part of the Housing Element update process. Government Code Section 65583(c)(7) requires: "The local government shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element, and the program shall describe this effort." PlaceWorks recommends a community outreach program consistent with state and federal laws to solicit input from all segments of the community, including housing development professionals, residents, businesses, service groups, youth, seniors, and various stakeholders. Translation is available (print and verbal) but is not included in this scope. Depending on a specific need of jurisdictions, PlaceWorks will prepare a scope and budget to assist each jurisdiction in identifying and selecting an approach to meet the need.

TASK I.1 COMMUNITY WORKSHOPS (TWO JOINT WORKSHOPS)

PlaceWorks will develop and implement an approach to engaging with each community by holding two regional Housing Element workshops. We will focus on opportunities for engagement at key milestones, including:

- Early in the process to introduce the Housing Element update and to gather input on housing issues and potential policy solutions.
- To discuss the land inventory, especially should a jurisdiction need to include a program to rezone sites in the next three years to meet the RHNA, the outreach would occur before the public draft is submitted to HCD for review.

As of this writing, traditional in-person meetings are not advised due to the COVID-19 virus and the need to keep social distance. Until this is resolved, PlaceWorks will host virtual workshops with local government staff, and/or prepare online materials, such as narrated PowerPoints, designed to inform and ask questions for residents and stakeholders to respond electronically. The materials can be viewed in private, and comments provided to each jurisdiction through email, polling tools, and other electronic methods of gauging public opinion. PlaceWorks anticipates using Zoom, Mentimeter and ArcGIS Online for community outreach and manages subscriptions for access to these tools.

Task I.1 Deliverables:

- Materials and services for two virtual workshops:
 - Promotional flyers and announcements

- PowerPoint presentations
- Surveys and/or live polling exercises
- o Virtual attendance
- o Summary notes incorporated into each Housing Element
- It is anticipated that PlaceWorks will attend the community workshops virtually or in-person depending on state orders.
- \$2,000 is included in the expenses in *the* budget for two years of subscription fees for Zoom, Mentimeter and ArcGIS Online tools.

TASK 1.2 STAKEHOLDER CONSULTATIONS (JOINT EFFORT)

Due to the current Shelter-in-Place Initiative, PlaceWorks will conduct stakeholder consultations with organizations representing different socio-economic members of the region to identify housing needs. We will work with each of the jurisdictions to develop a comprehensive list of organizations throughout the region and we will conduct a phone and/or email survey to discuss the issues and housing-related needs of their clients.

Task I.2 Deliverables:

6-8 completed consultations to include in each draft Housing Element.

Missing task 1.3 is not reflective of tasks for this project.

TASK I.4 PLANNING COMMISSION AND CITY COUNCIL STUDY SESSIONS AND HEARINGS (EACH JURISDICTION)

We propose:

- One Planning Commission Study Session and/or City Council/ Study Session for each jurisdiction to discuss the new state laws and solicit input on site selection and other approaches to meeting the RHNA.
- Four public hearings. One hearing each with the Planning Commission and the City Council to present the Housing Element prior to submitting the Housing Element to HCD and then one public hearing to the Planning Commission to recommend adoption and one public hearing to the City Council for adoption of the Housing Element and associated documents.

Task I.4 Deliverables:

- Information for staff reports, PowerPoint presentations, and attendance at one Planning Commission/City Council study session and four public hearings.
- It is anticipated that PlaceWorks will attend five study sessions virtually or in person depending on State orders. It is anticipated that the Principal in Charge or Project Managers will attend the four hearings.

J. HCD REVIEW PROCESS (EACH JURISDICTION)

PlaceWorks staff maintains strong working relationships with HCD reviewers. Our staff is very familiar with HCD's processes, staff, and what steps need to be taken to ensure Housing Element certification.

PlaceWorks will serve as each jurisdiction's liaison to HCD. This service will include:

- Submittal of the draft Housing Element to HCD (60-day review).
- Calls and emails with HCD staff to discuss comments.
- Incorporating HCD's requested revisions.
- Submission of the final draft to HCD for review and approval (90-day review).

Task J Deliverables:

- We are anticipating two rounds of 60-day review for each element
- Two submittals to HCD, including cover letters of the Housing Element with highlighted changes and additions (and printed copies, if required by HCD).
- Emails and memorandums to address HCD questions and comments, as needed.
- Memos with proposed revisions to the Housing Element resulting from HCD comments incorporated into the Housing Element in a tracked-changes format for review and approval by City staff.

K. DELIVERABLES

See Task E.

COST PROPOSAL	-														400	ų.	
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STANDARD AGREEMENT STD 213 (Rev. 03/2019)	AGREEMENT NUMBER 20-LEAP-15392	PURCHASING AUT	HORITY NUMBER (if applic
1. This Agreement is entered into between the Contracting Agend	cy and the Contractor named below:		
CONTRACTING AGENCY NAME DEPARTMENT OF HOUSING AND COMMUNITY DE	EVELOPMENT		
CONTRACTOR'S NAME City of Suisun City			
2. The term of this Agreement is:			
START DATE			
Upon HCD Approval			
THROUGH END DATE 06/30/2024			
3. The maximum amount of this Agreement is: \$150,000.00			
4. The parties agree to comply with the terms and conditions of the	he following exhibits, which are by this ref	erence made a part of the	e Agreement.
EXHIBITS TITLE			PAGES
Exhibit A Authority, Purpose and Scope of Work Exhibit B Budget Detail and Payment Provisions Exhibit C* State of California General Terms and Conditions Exhibit D LEAP General Terms and Conditions Exhibit E Special Conditions			2 5 GTC - 04/201 9 0
TOTAL NUMBER OF PAGES ATTACHED			16
Items shown with an asterisk (*), are hereby incorporated by real These documents can be viewed at https://www.dgs.ca.go IN WITNESS WHEREOF, THIS AGREEMENT HAS BEE	ov/OLS/Resources		16
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Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Chapter 3.1 of the California Health and Safety Code (Ch. 159, Sec. 11, Stats. 2019), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Local Early Action Planning Grants Program ("LEAP," or the "Program"), as defined in Health and Safety Code Section 50515, et seq., for Local Governments and Localities. In furtherance of the purpose of the Program, the Department has issued a Notice of Funding Availability ("NOFA") dated January 27, 2020. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program.

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance for technical assistance, preparation and adoption of planning documents, and process improvements to accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing needs assessment, pursuant to the terms of the NOFA, which includes associated forms, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the NOFA, this Agreement, subsequent amendments to this agreement when necessary, the representations contained in the application and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2.

3. Definitions

Terms herein shall have the same meaning as definitions in Section VIII of the LEAP NOFA.

4. Scope of Work

Preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance in implementing the sixth cycle of the regional housing needs assessment in accordance with the Grantee's Attachment 1: Project Timeline and Budget and Project Description as provided by the Grantee in the LEAP application used for subsequent approval by the Department.

5. <u>Department Contract Coordinator</u>

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Program Manager, or the Manager's designee. Unless otherwise informed, any

Local Early Action Planning (LEAP) NOFA Date: January 27, 2020 Approved Date: May 29, 2020

Item 8 Attachment 3

City of Suisun City 20-LEAP-15392 Page 2 of 2

EXHIBIT A

notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development
Housing Policy Development
Attention: LEAP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833

BUDGET DETAIL AND PAYMENT PROVISIONS

Application for Funds 1.

- The Department is entering into this Standard Agreement ("Agreement") on the basis of, A. and in reliance on, facts, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- The Grantee warrants that all information, facts, assertions and representations B. contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue. incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach.

2. **Grant and Reimbursement Limit**

The Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding provided, shall be final. The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed \$150,000.00.

3. **Grant Timelines**

- This Agreement is effective upon the date of the Department representative's signature Α. on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date").
- All Grant funds must be expended by the Grantee on or before December 31, 2023. To B. ensure that the Grantee is reimbursed on or before December 31, 2023, the Grantee shall deliver to the Department all final invoices for reimbursement on or before September 30, 2023. Under special circumstances, as determined by the Department, the Department may modify the September 30, 2023 deadline.

It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

Local Early Action Planning (LEAP) NOFA Date: January 27, 2020 Approved Date: May 29, 2020

4. Allowable Uses of Grant Funds

- A. The Department shall not disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the NOFA and this Agreement.
- B. Grant funds shall only be used by the Grantee for eligible activities pursuant to Section VII of the NOFA and only for activities that were approved by the Department, and as stated in Attachment 1: Project Timeline and Budget and Project Description in the Grantee's approved LEAP Application, , and/or any and all documentation incorporated into this Agreement and made a part thereof.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity. The Grantee shall use no more than five percent of the total grant amount for costs related to administration of the project.
- D. A Grantee that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- E. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed upon completion of deliverables in accordance with Attachment 1: Project Timeline and Budget and Project Description, and subject to the terms and conditions of this Agreement.
- F. Only approved and eligible costs incurred for work <u>after</u> the NOFA date, continued past the date of full execution of the Agreement, and completed during the grant term, will be reimbursable.
- G. Approved and eligible costs incurred <u>prior</u> to the NOFA date are ineligible and will not be reimbursed.

5. Performance

- A. The Grantee shall take such actions, pay such expenses, and do all things necessary to complete all activities as incorporated into the LEAP application and in accordance with the schedule for completion set forth in the Statement of Work, the Grantee's Project Description and Attachment 1: Project Timeline and Budget, and within the terms and conditions of this Agreement.
- B. The Department may monitor expenditures and activities of Grantee, as the department deems necessary, to ensure compliance with program requirements.

The Department may request repayment of funds from Grantee or pursue other C. remedies available to it by law for failure to comply with program requirements.

Fiscal Administration 6.

- The Grantee is responsible for maintaining records which fully disclose the activities A. funded by the LEAP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to LEAP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- Work must be completed prior to requesting reimbursement. The Department may make B. exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- Prior to receiving reimbursement, the Grantee shall submit the following documentation: C.
 - Government Agency Taxpayer ID Form (GovTIN; Fi\$cal form); 1)
 - A Request for Reimbursement form provided by the Department on the 2) Department's Local Early Action Planning (LEAP) Grants webpage; and
 - Any and all documentation requested by the Department in the Request for 3) Reimbursement form and manner as outlined in the following subsection D.
- Grantee shall submit all required reimbursement documentation to the following address: D.

Department of Housing and Community Development **Housing Policy Development** Attention: LEAP Program Manager 2020 West El Camino Avenue, Suite 500 Sacramento, CA 95833

The Grantee shall submit invoices for reimbursement to the Department. All invoices E. shall be subject to the Department's approval and submitted in accordance with the following schedule:

Local Early Action Planning (LEAP) NOFA Date: January 27, 2020 Approved Date: May 29, 2020

- 1) At maximum, once per quarter; or
- 2) Upon completion of a deliverable; and
- 3) At minimum, one invoice for reimbursement annually.

The Department will use the 2020 calendar year beginning from the date of the release of the NOFA on January 27, 2020 as the basis for scheduling reimbursements, with first requests for reimbursement accepted upon full execution of the Agreement by the Grantee and the Department.

- F. The Request for Reimbursement must be for a minimum of fifteen percent (15%) of the maximum grant amount awarded. The Department may consider exceptions to the minimum amount requested on a case-by-case basis. All invoices shall reference the contract number and shall be signed and submitted to the Department's Program Manager at the address provided above in Section 6, Subsection D of this part. Invoices shall include at a minimum the following information:
 - 1) Names of the Grantee's personnel performing work;
 - 2) Dates and times of project work;
 - 3) Itemized costs in accordance with Attachment 1: Project Timeline and Budget, and Project Description, including identification of each employee, contractor or subcontractor who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), subrecipient(s) or subcontractor's staff member(s), authorized expenses with receipts, and contractor, sub-recipient and subcontractor invoices; and
 - 4) Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.
- G. The Department will reimburse the Grantee directly for all allowable project costs as promptly as the Department's fiscal procedures permit upon receipt of an itemized signed invoice.
- H. The Department recognizes that budgeted deliverable amounts are based upon estimates and conditions and circumstances may change. Grantees may request adjustments to Attachment 1: Project Timeline and Budget and Project Description in the Grantee's approved LEAP Application in writing (such as a budget adjustment across deliverables), as long as the total budget does not exceed the maximum amount awarded to the Grantee. All adjustments shall be subject to written approval by the Department.

Local Early Action Planning (LEAP) NOFA Date: January 27, 2020 Approved Date: May 29, 2020

- I. Grant funds shall not be disbursed until this Agreement has been fully executed.
- J. Grant fund payments will be made on a reimbursement basis; advance payments are not allowed. The Grantee, its subcontractors and all partners, must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. The Department may consider alternative arrangements for reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- K. The Grantee will be responsible for compiling and submitting all invoices, supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid.
 - 1) Supporting documentation may include, but is not limited to; purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary and requested by the Department to support the reimbursement to the Grantee for expenditures incurred.
- L. The Grantee will submit for reimbursements to the Department based on actual costs incurred, and must bill the State based on clear and completed objectives and deliverables as outlined in the application, in Attachment 1: Project Timeline and Budget and the Project Description, and/or any and all documentation incorporated into this Agreement and made a part thereof.
- M. The Department may withhold ten percent (10%) of the grant until grant terms have been fulfilled to the satisfaction of the Department and the final close-out report submitted, no later than December 31, 2024 pursuant to Health and Safety Code section 50515.04(c)(2).
- N. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall immediately terminate and be of no further force and effect. In this event, the State and Contractor shall be relieved of any and all obligations under this Grant Agreement.
- O. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the State, or amend the current Grant Agreement and amount allocated to Contractor.

Local Early Action Planning (LEAP) NOFA Date: January 27, 2020 Approved Date: May 29, 2020

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EXHIBIT D

LEAP TERMS AND CONDITIONS

1. Reporting

- A. During the term of this Standard Agreement ("Agreement") the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Agreement.
- B. Pursuant to Health and Safety Code Section 50515.04, subsection (a), during the term of the Agreement, the Grantee shall submit an annual report containing all required information by April 1 of the year following receipt of the Grant funds. The annual reports shall be due from the Grantee until Program funds have been expended, but no later than February 28, 2023. A Grantee may, in lieu of providing a separate annual report as identified in Health and Safety Code Section 50515.04, subsection (a), provide the information as part of its Annual Progress Report.
- C. Upon completion of all deliverables required to fulfill this Agreement pursuant to the Grantee's Attachment 1: Project Timeline and Budget as approved in the LEAP Application, the Grantee shall submit a final close out report in accordance with the January 27, 2020 LEAP NOFA. The close out report shall be submitted with the final Request for Reimbursement by September 30, 2023, in accordance with the final invoices due pursuant to Exhibit B, Section 3.

2. Accounting Records

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), to enable the determination of incurred costs at interim points of completion and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this

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EXHIBIT D

Agreement shall be responsible for maintaining accounting records as specified above. Grantee shall monitor and enforce subcontracts accordingly.

3. Audits

- A. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.
 - 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
 - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
 - The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Agreement.
 - 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
 - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
 - 3) If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within ninety (90) days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.

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EXHIBIT D

- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000.00, the Department's right to audit the contractor's records and interview their employees.
- The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final.
- E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of three (3) years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter.

4. Remedies of Non-performance

- A. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with Program requirements.
- B. The Department may, as it deems appropriate or necessary, request repayment of funds from an applicant, or pursue any remedies available to it by law for failure to comply with Program requirements.
- C. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.
- D. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.
- E. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Agreement.

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Approved Date: May 29, 2020 Prep. Date: October 23, 2020

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EXHIBIT D

- F. Both the Grantee and the Department have the right to terminate the Agreement at any time upon thirty (30) days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within thirty (30) days of the early termination notice.
- G. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt or complete the planning document. Localities that do not formally adopt or complete the funded activity could be subject to repayment of the grant.
- H. The following shall each constitute a breach of this Agreement:
 - 1) Grantee's failure to comply with any of the terms and conditions of this Agreement.
 - 2) Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not approved under this Agreement.
 - 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.
- In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:
 - 1) Disqualify the Grantee from applying for future Department administered grant programs.
 - 2) Revoke existing LEAP award(s) to the Grantee.
 - 3) Require the return of unexpended LEAP funds disbursed under this Agreement.
 - 4) Require repayment of LEAP Funds disbursed and expended under this Agreement.
 - 5) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the LEAP Program requirements.
 - 6) Other remedies available at law, or by and through this Agreement. All remedies available to the Department are cumulative and not exclusive.
 - 7) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than fifteen (15) days.

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EXHIBIT D

5. Indemnification

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Agreement.

6. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

7. Relationship of Parties

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

8. Third-Party Contracts

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager upon request.
- C. The Department does not have a contractual relationship with the Grantee's subrecipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the Local Early

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EXHIBIT D

Action Planning Grants Program, the Grantee acknowledges that each partner and/or all entities forming the Local Early Action Planning Grants Program collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.

E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the Local Early Action Planning Grants Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this part.

9. <u>Compliance with State and Federal Laws, Rules, and Regulations</u>

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the Program.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the LEAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

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EXHIBIT D

10. <u>Litigation</u>

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of both parties.

12. State-Owned Data

A. Definitions

1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work

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EXHIBIT D

under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

B. Ownership of Work Product and Rights

- All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- Grantee, its employees and all of Grantee's contractor's, subcontractor's and 2) sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.
- Grantee, its employees and all Grantee's contractors, subcontractors and subrecipients hereby agrees to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement will automatically be vested in Department and no further agreement will be necessary to transfer ownership to Department.

Item 8 Attachment 3

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EXHIBIT D

13. Special Conditions

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

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REAP/Housing Technical Assistance Funding per Jurisdiction

Jurisdiction	County	Suba Suba (ap 11/	RHNA pregion Ilocation proved 19/20)	Si	Planning ollaborative uballocation (approved 11/19/20)	Sı	Minimum Iballocation (approved 11/19/20)	S S 11 un	RHNA-Based upplemental uballocation (formula approved /19/20, RHNA nits approved 1/20/21)	R	5/20/21 Competitive Suballocation ecommendatio ns (\$1M approved on 11/19/20)		TOTALS
Alameda	AC	\$	-	\$	-	\$	20,000	\$	38,058	\$	-	\$	58,058
Alameda County	AC	\$	-	\$	576,775	\$	20,000	\$	33,495	\$	75,000	\$	705,270
Albany	AC	\$	-	\$	-	\$	20,000	\$	7,919	\$	-	\$	27,919
American	NC	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	20,000
Canyon	CCC	Φ.		<u></u>		ተ	20,000	ተ	24 420	ተ		•	44 420
Antioch Atherton	SMC	\$	-	\$	-	\$	20,000	\$	21,439	\$	<u>-</u>	\$ \$	41,439 20,000
Belmont	SMC	\$		\$	-	\$	20,000	\$	12,688	\$	-	\$	32,688
Belvedere	MC	\$		\$	-	\$	20,000	\$	12,000	\$		\$	20,000
Benicia	SOL	\$	-	\$	-	\$	20,000	\$	-	\$	_	\$	20,000
Berkeley	AC	\$	-	\$	-	\$	20,000	\$	63,506	\$	75,000	\$	158,506
Brentwood	CCC	\$	-	\$	-	\$	20,000	\$	10,819	\$	-	\$	30,819
Brisbane	SMC	\$	-	\$	-	\$	20,000	\$	11,288	\$	-	\$	31,288
Burlingame	SMC	\$	-	\$	-	\$	20,000	\$	23,152	\$	-	\$	43,152
Calistoga	NC	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	20,000
Campbell	SCC	\$	-	\$	-	\$	20,000	\$	21,162	\$	-	\$	41,162
Clayton	CCC	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	20,000
Cloverdale	SON	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	20,000
Connect	SMC CCC	\$	-	\$	-	\$	20,000	\$ 6	26.064	\$ 6	75,000	\$	20,000
Concord	CCC	\$	-	\$	700.075	\$	20,000	\$ 6	36,061	\$	·	\$	131,061
Contra Costa County		\$	-	\$	768,975	\$	20,000	\$	54,343	\$	-	\$	843,318
Corte Madera	MC	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	20,000
Cotati	SON	\$	-	\$	-	\$	20,000	\$	-	\$	50,000	\$	70,000
Cupertino	SCC	\$	-	\$	-	\$	20,000	\$	32,613	\$	-	\$	52,613
Daly City Danville	SMC	\$	-	\$	-	\$	20,000	\$	34,390 15,930	\$	<u>-</u>	\$	54,390 35,930
Dixon	SOL	\$	<u> </u>	\$	-	\$	20,000	\$	13,930	\$		\$	20,000
Dublin	AC	\$		\$	-	\$	20,000	\$	26,436	\$	<u> </u>	\$	46,436
East Palo Alto	SMC	\$	_	\$	_	\$	20,000	\$	-	\$	50,000	\$	70,000
El Cerrito	CCC	\$	-	\$	_	\$	20,000	\$	9,888	\$	-	\$	29,888
Emeryville	AC	\$	_	\$	-	\$	20,000	\$	12,902	\$	-	\$	32,902
Fairfax	MC	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	20,000
Fairfield	SOL	\$	-	\$	-	\$	20,000	\$	21,659	\$	-	\$	41,659
Foster City	SMC	\$	-	\$	-	\$	20,000	\$	13,477	\$	-	\$	33,477
Fremont	AC	\$	-	\$	-	\$	20,000	\$	91,677	\$	-	\$	111,677
Gilroy	SCC	\$	-	\$	-	\$	20,000	\$	12,603	\$	-	\$	32,603
Half Moon Bay	SMC	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	20,000
Hayward	AC	\$	-	\$	-	\$	20,000	\$	32,869	\$	-	\$	52,869
Healdsburg Hercules	SON	\$	-	\$	-	\$	20,000 20,000	\$	-	\$	-	\$	20,000
Hillsborough	SMC	\$	-	\$ \$	-	\$	20,000	\$ \$	-	\$	-	\$	20,000
Lafayette	CCC	\$	-	\$	-	\$	20,000	\$	15,027	\$	-	\$	35,027
Larkspur	MC	\$	_	\$	-	\$	20,000	\$	10,021	\$	75,000	\$	95,000
Livermore	AC	\$	_	\$	-	\$	20,000	\$	32,478	\$	-	\$	52,478
Los Altos	SCC	\$	-	\$	-	\$	20,000	\$	13,918	\$	-	\$	33,918
Los Altos Hills	SCC	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	20,000
Los Gatos	SCC	\$	-	\$	-	\$	20,000	\$	14,167	\$	-	\$	34,167
Marin County	MC	\$	-	\$	573,175	\$	20,000	\$	25,377	\$	-	\$	618,552
Martinez	CCC	\$	-	\$	-	\$	20,000	\$	9,561	\$	-	\$	29,561
Menlo Park	SMC	\$	-	\$	-	\$	20,000	\$	20,941	\$	-	\$	40,941
Mill Valley	MC	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	20,000
Millbrae	SMC	\$	-	\$	-	\$	20,000	\$	15,631	\$	-	\$	35,631
Milpitas	SCC	\$	-	\$	-	\$	20,000	\$	47,718	\$	75,000	\$	142,718

Jurisdiction Monte Sereno	County	S	RHNA Subregion uballocation (approved 11/19/20)	Planning Collaborative Suballocation (approved 11/19/20)	\$ Minimum Suballocation (approved 11/19/20)	11	RHNA-Based supplemental suballocation (formula approved l/19/20, RHNA nits approved 1/20/21)	Re	5/20/21 Competitive Suballocation ecommendatio ns (\$1M approved on 11/19/20)	\$	TOTALS
	CCC	\$			20,000		7,947				
Moraga			-	\$	\$,	\$	· ·	\$	-	\$	27,947
Morgan Hill	SCC	\$	-	\$ -	\$ 20,000	\$	7,371	\$	-	\$	27,371
Mountain View	SCC	\$	<u> </u>	\$ -	\$ 20,000	\$	79,152	\$	<u> </u>	\$	99,152
Napa	NC	\$	-	\$ -	\$ 20,000	\$	13,783	\$		\$	33,783
Napa County (& see Napa/ Sonoma Collaborative)	NC	\$	-	\$ -	\$ 20,000	\$	7,201	\$	75,000	\$	102,201
Napa/Sonoma Collaborative (ABAG to administer funds)		\$	-	\$ 615,175	\$ -	\$	42 224	\$	-	\$	615,175
Newark	AC	\$	-	\$ -	\$ 20,000	\$	13,321	\$	-	\$	33,321
Novato	MC	\$	-	\$ -	\$ 20,000	\$	14,856	\$	75.000	\$	34,856
Oakland	AC CCC	\$ 6	-	\$ -	\$ 20,000	\$	186,609	\$	75,000	\$	281,609
Oakley		\$	-	\$ -	\$ 20,000	\$	7,521	\$	75.000	\$	27,521
Orinda Pacifica	CCC SMC	\$ 6	-	\$ -	\$ 20,000	\$	9,660	\$	75,000	\$	104,660
		\$	-	\$ -	\$ 20,000	\$	13,449	\$	-	\$	33,449
Palo Alto	SCC	\$	-	\$ -	\$ 20,000	\$	43,262	\$	-	\$	63,262
Petaluma	SON	\$	-	\$ -	\$ 20,000	\$	13,577	\$	-	\$	33,577
Piedmont	AC	\$		\$ -	\$ 20,000	\$	-	\$	-	\$	20,000
Pinole	CCC	\$	-	\$ -	\$ 20,000	\$	-	\$	-	\$	20,000
Pittsburg	CCC	\$		\$ 	\$ 20,000	\$	14,338	\$	-	\$	34,338
Pleasant Hill	CCC	\$	-	\$ -	\$ 20,000	\$	12,809	\$	-	\$	32,809
Pleasanton	AC	\$		\$ -	\$ 20,000	\$	42,401	\$	-	\$	62,401
Portola Valley	SMC	\$	-	\$ -	\$ 20,000	\$	-	\$	-	\$	20,000
Redwood City	SMC	\$	-	\$ -	\$ 20,000	\$	32,613	\$	-	\$	52,613
Richmond	CCC	\$	-	\$ -	\$ 20,000	\$	25,690	\$	-	\$	45,690
Rio Vista	SOL	\$	-	\$ -	\$ 20,000	\$	-	\$	-	\$	20,000
Rohnert Park	SON	\$	-	\$ -	\$ 20,000	\$	11,231	\$	-	\$	31,231
Ross	MC	\$	-	\$ -	\$ 20,000	\$	-	\$	-	\$	20,000
San Anselmo	MC	\$	-	\$ -	\$ 20,000	\$	-	\$	-	\$	20,000
San Bruno	SMC	\$	-	\$ -	\$ 20,000	\$	22,498	\$	-	\$	42,498
San Carlos	SMC	\$	-	\$ -	\$ 20,000	\$	19,441	\$	-	\$	39,441
San Francisco	CCSF	\$	-	\$ 150,175	\$ 20,000	\$	583,362	\$	75,000	\$	828,537
San Jose	SCC	\$	-	\$ -	\$ 20,000	\$	442,154	\$	-	\$	462,154
San Leandro	AC	\$	-	\$ -	\$ 20,000	\$	27,403	\$	-	\$	47,403
San Mateo	SMC	\$	-	\$ -	\$ 20,000	\$	49,865	\$	-	\$	69,865
San Mateo County	SMC	\$	-	\$ -	\$ 20,000	\$	20,138	\$	-	\$	40,138
San Mateo County Department of Housing (as designee of San Mateo County)	SMC	\$	-	\$ 807,375	\$ -	\$	-	\$	-	\$	807,375
San Pablo	CCC	\$	-	\$ -	\$ 20,000	\$	-	\$	75,000	\$	95,000
San Rafael	MC	\$	-	\$ -	\$ 20,000	\$	22,889	\$	75,000	\$	117,889
San Ramon	CCC	\$	-	\$ -	\$ 20,000	\$	36,331	\$	-	\$	56,331
Santa Clara	SCC	\$	-	\$ -	\$ 20,000	\$	82,684	\$	-	\$	102,684
Santa Clara	SCC	\$	-	\$ 615,175	\$ 20,000	\$	22,221	\$	75,000	\$	732,396
County				, ,	,,		, .		,	Ċ	- ,3

Jurisdiction	County	Sub (a	RHNA ibregion allocation pproved 1/19/20)	Sı	Planning ollaborative uballocation (approved 11/19/20)	_	Minimum uballocation (approved 11/19/20)	S: S:	RHNA-Based upplemental uballocation (formula approved /19/20, RHNA nits approved 1/20/21)	S Re	5/20/21 Competitive uballocation commendatio ns (\$1M approved on 11/19/20)		TOTALS
Santa Rosa	SON	\$	-	\$	-	\$	20,000	\$	33,310	\$	-	\$	53,310
Saratoga	SCC	\$	-	\$	-	\$	20,000	\$	12,170	\$	-	\$	32,170
Sausalito	MC	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	20,000
Sebastopol	SON	\$	-	\$	_	\$	20,000	\$	-	\$	-	\$	20,000
Solano County	SOL	\$	-	\$	_	\$	20,000	\$	-	\$	-	\$	20,000
Solano Transportation Authority (STA) (as designee of Solano County)	SOL	\$	20,000	\$	573,175	\$	-	\$	-	\$	-	\$	593,175
Sonoma	SON	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	20,000
Sonoma County (& see Napa/ Sonoma Collaborative)	SON	\$	-	\$	-	\$	20,000	\$	27,588	\$	-	\$	47,588
South San Francisco	SMC	\$	-	\$	-	\$	20,000	\$	28,128	\$	-	\$	48,128
St. Helena	NC	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	20,000
Suisun City	SOL	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	20,000
Sunnyvale	SCC	\$	-	\$	_	\$	20,000	\$	85,059	\$	-	\$	105,059
Tiburon	MC	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	20,000
Union City	AC	\$	-	\$	-	\$	20,000	\$	19,392	\$	-	\$	39,392
Vacaville	SOL	\$	-	\$	-	\$	20,000	\$	13,236	\$	-	\$	33,236
Vallejo	SOL	\$	-	\$	-	\$	20,000	\$	20,884	\$	-	\$	40,884
Walnut Creek	CCC	\$	-	\$	-	\$	20,000	\$	41,264	\$	-	\$	61,264
Windsor	SON	\$		\$		\$	20,000	\$		\$	-	\$	20,000
Woodside	SMC	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	20,000
Yountville	NC TOTALS:	\$ \$	20,000	\$ \$	4,680,000	\$ \$	20,000 2,180,000	\$ \$	3,000,000	\$ \$	1,000,000	\$	20,000

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AGENDA TRANSMITTAL

MEETING DATE: July 6, 2021

AGENDA ITEM: Council Adoption of Resolution No. 2021-____: Opposing any attempt by the U.S. Army Corps of Engineers to vitiate its legal responsibility for dredging the Suisun Slough and Suisun Harbor and requesting that the Corps terminate the Suisun Slough Disposition Study and actively pursue federal appropriations for dredging the Suisun Slough and Suisun Harbor.

FISCAL IMPACT:

There is no direct fiscal impact from this action.

BACKGROUND:

Per the Rivers and Harbor Act, the U.S. Army Corps of Engineers (USACE) is authorized with federal responsibility to maintain approximately 13 miles of the Suisun Slough as a navigable waterway, with specified widths and depths, including the Suisun City Harbor and turning basin. The USACE last dredged the slough in 1990 and last surveyed the slough in 2004.

In 2008 and in 2019, the City of Suisun City (City) completed dredging projects within the marina and adjacent channels. As part of those two projects, the City unknowingly dredged areas that are the Corps' responsibility to dredge. In our 2019 dredging project, the City expended approximately \$4.29 million, which was a significant financial challenge to afford. The project scope included rehabilitating our dredged material disposal site known as Pierce Island, and dredging the Marina Village Channel and the upstream areas of the Corps' dredge limits. Of the 108,420 cubic yards of material dredged in 2019, it appears 90 percent of that was dredged from the Corps' dredge limits.

STAFF REPORT:

City staff became aware of the Suisun Slough Disposition Study through an email by staff from Congressman Garamendi's office. They were able to connect City staff to the USACE staff managing the study and there was a follow up meeting between USACE and City staff in June to discuss the study. During that meeting, City staff became aware of the significance of this study and the potential long-term fiscal impact it could have on Suisun City.

A Disposition Study gives the USACE the authority to evaluate a project to determine if it continues to serve its authorized purpose. The next step USACE will be making is a milestone decision that will result in a path forward to:

- <u>Proceed with the Disposition Study:</u> The District Planning office will be the lead for the disposition study with direct support from a multi-disciplinary team, including the Operations and Real Estate offices. The study team will produce a disposition report.
- <u>Terminate Disposition Study:</u> Termination of the Disposition Study may occur when the need for Major Rehabilitation is substantiated; modifications to existing project purposes are recommended; and/or when No Action is recommended.
- <u>Transition to a Feasibility Study:</u> If it is determined that opportunities exist to modify a project to serve a different water resources development purpose, investigation of such

opportunities may occur if funded in a new start and a feasibility study is cost-shared with a non-Federal sponsor.

STAFF RECOMMENDATION:

It is the recommendation of staff that City Council adopt Resolution No. 2021-____: Opposing any attempt by the U.S. Army Corps of Engineers to vitiate its legal responsibility for dredging the Suisun Slough and Suisun Harbor and requesting that the Corps terminate the Suisun Slough Disposition Study and actively pursue federal appropriations for dredging the Suisun Slough and Suisun Harbor.

ATTACHMENTS:

- 1. Resolution No. 2021-____: Opposing any attempt by the U.S. Army Corps of Engineers to vitiate its legal responsibility for dredging the Suisun Slough and Suisun Harbor and asking that the Corps actively pursue federal appropriations for dredging the Suisun Slough and Suisun Harbor.
- 2. USACE O&M Map

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RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY OPPOSING ANY ATTEMPT BY THE U.S. ARMY CORPS OF ENGINEERS TO VITIATE ITS LEGAL RESPONSIBILITY FOR DREDGING THE SUISUN SLOUGH AND SUISUN HARBOR AND ASKING THAT THE CORPS TERMINATE THE SUISUN SLOUGH DISPOSITION STUDY AND ACTIVELY PURSUE FEDERAL APPROPRIATIONS FOR DREDGING THE SUISUN SLOUGH AND SUISUN HARBOR

WHEREAS, the Suisun Slough is a waterway approximately 36 miles northeast of San Francisco Harbor connecting Suisun City to Grizzly Bay; and

WHEREAS, the Rivers and Harbors Act, as modified, provides for a harbor at the city of Suisun City and a channel 13 miles long and authorizes federal responsibility to maintain a navigable waterway with specified widths and depths; and

WHEREAS, the Suisun Channel is the main access channel to the Suisun Harbor; and

WHEREAS, the project was last dredged by the U.S. Army Corps in federal fiscal year 1990 and last surveyed in federal fiscal year 2004; and

WHEREAS, Suisun City has dredged the Suisun Harbor several times since federal fiscal year 1990 and is not fiscally able to continue; and

WHEREAS, the Suisun Slough is currently the subject of a Disposition Study to remove the dredging of the slough from federal responsibility; and

WHEREAS, the Suisun Slough and Marsh is used for sturgeon and striped bass fishing, sightseeing, bird watching, and pleasure boating, amongst other recreational activities,; and

WHEREAS, the Suisun Slough and Harbor are significant tourist attractions helping to support the local economy; and

WHEREAS, having a navigable waterway connecting to Grizzly Bay allows the Suisun City Marina to remain economically viable and serves as the only point for meaningful public access for watercraft from Suisun City to the San Francisco Bay and California Delta; and

WHEREAS, Suisun City currently has one boat dealership in the city limits and is working to locate several others based upon having direct access to navigable waterways; and

WHEREAS, not dredging Suisun Slough or Suisun Harbor would negatively impact fishing, sightseeing, bird watching, and pleasure boating, amongst other recreational activities that bring tourists to Suisun City and help support the local economy; and

WHEREAS, not dredging Suisun Slough or Suisun Harbor would bring economic damage to the businesses in Downtown Suisun City that rely upon a scenic and navigable harbor.

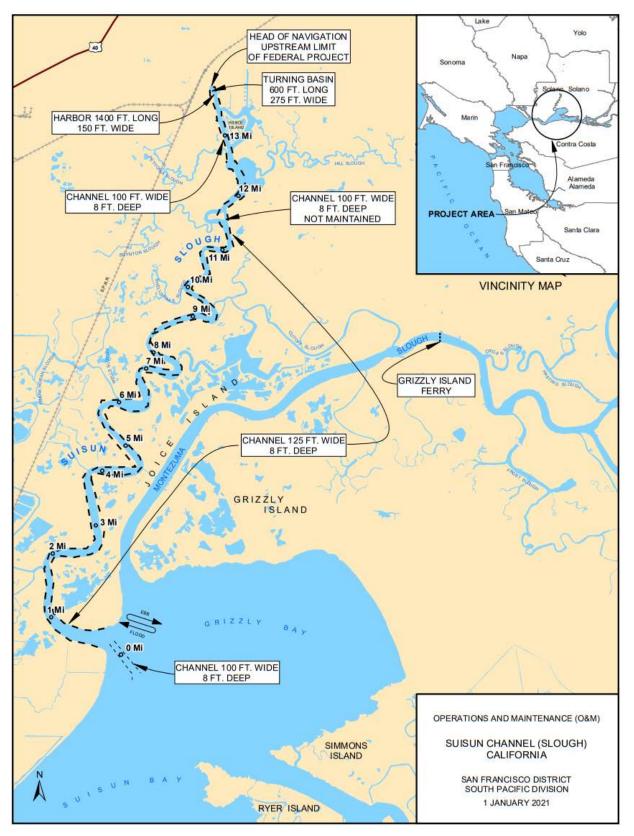
NOW, THEREFORE, BE IT RESOLVED that the City Council hereby opposes any attempt by the U.S. Army Corps of Engineers to vitiate its legal responsibility for dredging the Suisun Slough and Suisun Harbor and requests that the Corps terminate the

Item 9 Attachment 1

1			tively pursue federal appropriations for dredging the
	Suisun Slough	and Suisun Harbor.	
2	City of Suisun		ED at a Regular Meeting of the City Council of the 6 th day of July 2021 by the following vote:
3	AYES: NOES:	Councilmembers:	aug of vary 2021 by the following vote.
5	ABSENT: ABSTAIN:	Councilmembers: Councilmembers:	
6	WITNES	SS my hand and the seal of s	said City this 6 th day of July 2021.
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9			Anita Skinner City Clerk
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Resolution No. 2020-Adopted July 6, 2021 Page 2 of 2





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AGENDA TRANSMITTAL

MEETING DATE: July 6, 2021

CITY AGENDA ITEM: Council Adoption of Resolutions Approving Labor Memorandum of Understanding and Amended City Salary Schedule:

- a. Council Adoption of Resolution No. 2021-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Police Officers Association (SCPOA) and Authorizing the City Manager to Execute it on Behalf of the City; and
- b. Council Adoption of Resolution No. 2021-___: Amending the City of Suisun City Salary Schedule to Incorporate the Updated Salary of the City Manager as authorized by Resolution No. 2021-54.

FISCAL IMPACT: Eliminating the Retention Pay, increasing salaries in exchange for the CalPERS Classic Members paying the Employee Member Contribution, and providing Longevity Pay to Police Safety classifications represents an annual savings of approximately \$12,100. Providing temporary premium increases, in lieu of a cost of living adjustment, will cost approximately \$224,600 in the current fiscal year. This cost was programmed in the current fiscal year budget for this action. The affected employees are the Suisun City Police Officer Association (SCPOA). Other minor financial terms included in the MOU's Tentative Agreement do not have any immediate impact but would have additional variable and relatively minor costs in the future. Staff has confirmed sufficient funds are available to undertake this investment.

BACKGROUND: The current Memorandums of Understanding (the "MOUs") with the City's three bargaining units expired on June 30, 2021. The City's negotiation team and representatives of the Suisun City Employees' Association (SCEA), the Suisun City Police Officers' Association (SCPOA), and the Suisun City Management & Professional Employees' Association (SCMPEA) met repeatedly from March 16, 2021 through June 30, 2021 to come to tentative agreements on the respective MOUs. SCPOA reached tentative agreement with the City on a two-year agreement valid through June 30, 2023, which was ratified by the SCPOA membership prior to this council meeting. SCEA has also reached Tentative Agreement that is pending ratification by the membership as of this council meeting. Once ratified, the SCEA Tentative Agreement will come before Council for approval. However, negotiations with SCMPEA continue. The City negotiations team and SCMPEA will continue to meet to discuss the required actions to move forward with a tentative agreement.

STAFF REPORT: This report will address the following related issues:

- Tentative Agreement Deal Points reached with SCPOA
- Updates to the Citywide Salary Schedule

SCPOA Tentative Agreement

The Tentative Agreement provides/eliminates the following financial provisions in the SCPOA MOU 2021-23:

- Article VIII: Compensation provide \$6.00 per hour temporary premium pay increases, in lieu of cost of living adjustments, that will sunset by June 30, 2023; eliminate the 6% recruitment and retention pay.
- Article VIII: Compensation increase Assignment Pay for Officer-in-Charge Assignments to 5%.
- Article VIII: Compensation provide Assignment Pay of 5% to Detective Assignments.
- Article VIII: Compensation provide Longevity Pay of 3% for 5 years of service, and an additional 3% for 10 years of service (6% total).
- Article XV: Retirement Benefits provide salary increase of 5.5% in exchange for the CalPERS Classic Members to pay the full employee contribution along with employees covered under the Public Employees' Pension Reform Act (PEPRA). This provision will become effective once approved by CalPERS by separate resolution for all City of Suisun City Employees.

The Tentative Agreement further added/updated/amended language to the following sections of the SCPOA MOU 2021-23:

- Article VIII: Compensation update POST Certificate Pay section by deleting old language and clarifying the types of POST Certificate Pay provided.
- Article VIII: Compensation update Corporal Assignment Pay section to include existing authority for Assignment Pay.
- Article VIII: Compensation update Field Training Officer Assignment Pay section.
- Article XII: Compensatory Time Off (CTO) update cash out language to comply with IRS Constructive Receipt Tax Laws.
- Article XVI: Health and Welfare update language to reflect current rates.
- Article XVI: Health and Welfare update language under Core Flex Plan and Flexible Benefit Options.
- Supplemental Insurance new article adding language regarding the change in supplemental insurance from AFLAC to Colonial.
- Article XVIII: Business Cards eliminate language.
- Article XX: Soft Body Armor: update language describing type of vest provided, and ownership of vest based on time in position.
- Article XXIV: Physical Fitness Program update language to clarify use of funds.
- Article XXVI: General Provisions update language and term.

Citywide Salary Schedule

The existing Citywide Salary Schedule authorized by Resolution No. 2021-07 is being amended to update the City Manager's salary which was authorized by Resolution No. 2021-54 on June 22, 2021. Further, references to additional compensation such as Incentive or Assignment Pay have been removed from the salary schedule.

RECOMMENDATION: It is recommended that the City Council adopt:

- a. Council Resolution No. 2021-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Police Officers Association (SCPOA) and Authorizing the City Manager to Execute it on Behalf of the City; and
- b. Council Resolution No. 2021-___: Amending the City of Suisun City Salary Schedule to Incorporate the Updated Salary of the City Manager as authorized by Resolution No. 2021-54.

ATTACHMENTS:

- 1. Council Resolution No. 2021-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Police Officers Association (SCPOA) and Authorizing the City Manager to Execute it on Behalf of the City; and
- 2. Council Resolution No. 2021-___: Amending the City of Suisun City Salary Schedule to Incorporate the Updated Salary of the City Manager as authorized by Resolution No. 2021-54.

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RESOLUTION NO. 2021-1 2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE 3 SUISUN CITY POLICE OFFICERS ASSOCIATION (SCPOA) AND AUTHORIZING 4 THE CITY MANAGER TO EXECUTIVE IT ON BEHALF OF THE CITY. 5 WHEREAS, on March 5, 2019, the City Council approved the Memorandum of Understanding between the City of Suisun City (City) and the Suisun City Police Officers 6 Association (SCPOA), effective December 28, 2018 through December 31, 2020 (SCPOA MOU 7 2018-20) with the adoption of Resolution No. 2019-17; and WHEREAS, on November 17, 2020, the City Council approved the First Amendment to 8 SCPOA MOU 2018-20 with the adoption of Resolution No. 2020-139, to add Critical Staffing 9 Retention and Recruiting Pay for Police Officers and Police Sergeants; and WHEREAS, on December 22, 2020, the City Council approved the Third Amendment to 10 the SCPOA MOU 2018-20 with the adoption of Resolution No. 2020-171, extending the term of 11 the MOU through June 30, 2021, including the compensation benefit for Critical Staffing Retention and Recruiting Pay; and 12 WHEREAS, the SCPOA MOU 2018-20 expired on June 30, 2021; and 13 WHEREAS, the City and SCPOA's authorized labor representatives met and conferred 14 in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), government Code Sections 3500-3511, regarding a new Memorandum of Understanding for the 15 period from July 1, 2021 through June 30, 2023 (SCPOA MOU 2021-23), which the Tentative Agreement was ratified by the SCPOA membership and then signed by the City and SCPOA's 16 authorized labor representatives as a joint recommendation to City Council, subject to City 17 Council approval and adoption of the SCPOA MOU 2021-23; 18 NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby adopts Resolution No. 2021-____: Approving the Memorandum of Understanding 19 (MOU) with the Suisun City Police Officers Association (SCPOA) and Authorizing the City Manager to Execute it on Behalf of the City. 20 **PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of 21 Suisun City duly held on Tuesday, the 6th day of July, 2021, by the following vote: 22 **AYES:** Council Members: Council Members: **NOES:** 23 **ABSENT:** Council Members: 24 **ABSTAIN:** Council Members: 25 **WITNESS** my hand and the seal of said City this 6th day of July, 2021. 26 27 Anita Skinner City Clerk 28

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RESOLUTION NO. 2021-1 2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AMENDING THE CITY OF SUISUN CITY SALARY SCHEDULE TO 3 INCORPORATE THE UPDATED SALARY OF THE CITY MANAGER AS 4 **AUTHORIZED BY RESOLUTION NO. 2021-54.** 5 WHEREAS, on January 19, 2021, the City Council approved the current Salary Schedule 6 with the adoption of Resolution No. 2021-07; and 7 WHEREAS, on June 22, 2021, the City Council approved the First Amendment to the 8 2019 Three Year City Manager Employment Agreement Between the City of Suisun City and Gregory Folsom with the adoption of Resolution No. 2021-54, to increase the annual maximum 9 salary of the City Manager position by 2.5%; and 10 NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun 11 City hereby adopts Resolution No. 2021-____: Approving the Amended City of Suisun City Salary Schedule to incorporate the updated salary of the City Manager as Authorized by 12 Resolution No. 2021-54. 13 PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 6th day of July, 2021, by the following vote: 14 15 **AYES:** Council Members: **NOES:** Council Members: 16 ABSENT: Council Members: **ABSTAIN:** 17 Council Members: 18 **WITNESS** my hand and the seal of said City this 6th day of July, 2021. 19 20 Anita Skinner City Clerk 21 22 23 24 25 26 27 28

Section No. 1: Executive Management Salary Schedule

	Effective		Starting					End	ing	
Job Class	Date	Range	Monthly		Hourly		Ending		ŀ	Hourly
Chief Building Official*	12/27/19	135	\$	7,842	\$	45.24	\$	10,587	\$	61.08
City Manager* (1)	04/01/21	100	\$	13,161	\$	75.93	\$	17,767	\$	102.50
Community Development Director*	12/27/19	130	\$	7,842	\$	45.24	\$	10,587	\$	61.08
Development Services Director*	12/27/19	128	\$	8,795	\$	50.74	\$	11,873	\$	68.50
Economic Development Director*	12/27/19	125	\$	7,842	\$	45.24	\$	10,587	\$	61.08
Finance Director*	03/04/20	108	\$	8,795	\$	50.74	\$	11,873	\$	68.50
Fire Chief*	12/27/19	115	\$	11,112	\$	64.11	\$	13,507	\$	77.93
Police Chief*	12/27/19	110	\$	11,112	\$	64.11	\$	13,507	\$	77.93
Pub. Wks. & Bldg. Director/City Engineer*	12/27/19	123	\$	8,795	\$	50.74	\$	11,873	\$	68.50
Recreation, Parks &Marina Director*	12/27/19	140	\$	8,795	\$	50.74	\$	11,873	\$	68.50

^{*}FLSA Exempt

Section No. 3: Professional/Technical Salary Schedule

	Effective		Starting					Ending			
Job Class	Date	Range	N	Ionthly	I	Iourly	I	Ending	Н	lourly	
Accountant*	12/27/19	200	\$	4,941	\$	28.50		6,670	\$	38.48	
Accounting Services Manager*	12/27/19	207	\$	6,271	\$	36.18	\$	8,465	\$	48.84	
Assistant/Associate Engineer- Associate*	12/27/19	221	\$	6,271	\$	36.18	\$	8,465	\$	48.84	
Assistant/Associate Engineer-Assistant*	12/27/19	220	\$	5,700	\$	32.89	\$	7,695	\$	44.39	
Assistant/Associate Planner-Assistant*	12/27/19	250	\$	4,941	\$	28.50	\$	6,670	\$	38.48	
Assistant/Associate Planner-Associate*	12/27/19	251	\$	5,435	\$	31.36	\$	7,338	\$	42.33	
Building Inspection Services Manager*	12/27/19	216	\$	6,271	\$	36.18	\$	8,465	\$	48.84	
City Engineer*	12/27/19	267	\$	7,842	\$	45.24	\$	10,586	\$	61.07	
Dispatch/Records Supervisor*	12/27/19	223	\$	4,636	\$	26.74	\$	6,258	\$	36.11	
Financial Services Manager*	12/27/19	225	\$	6,534	\$	37.69	\$	8,820	\$	50.89	
Fire Captain (2,912 annual hours)	12/27/19	202	\$	6,021	\$	24.16	\$	8,128	\$	32.62	
Fire Division Chief*	12/27/19	237	\$	7,168	\$	41.35	\$	9,677	\$	55.83	
Housing Manager*	12/27/19	230	\$	5,225	\$	30.15	\$	7,054	\$	40.70	
T Services Manager*	12/27/19	276	\$	6,271	\$	36.18	\$	8,465	\$	48.84	
Management Analyst I/II-I*	12/27/19	235	\$	4,941	\$	28.50	\$	6,670	\$	38.48	
Management Analyst I/II-II*	12/27/19	236	\$	5,435	\$	31.36	\$	7,338	\$	42.33	
Marina & Waterfront Events Manager*	12/27/19	240	\$	5,435	\$	31.36	\$	7,338	\$	42.33	
Marketing Manager*	12/27/19	245	\$	4,961	\$	28.62	\$	6,698	\$	38.64	
Police Commander*	12/27/19	255	\$	7,819	\$	45.11	\$	10,555	\$	60.90	
Police Support Services Manager*	12/27/19	270	\$	6,271	\$	36.18	\$	8,465	\$	48.84	
Project Manager*	12/27/19	260	\$	5,707	\$	32.92	\$	7,704	\$	44.45	
Public Works Superintendent*	12/27/19	265	\$	7,116	\$	41.05	\$	9,606	\$	55.42	
Public Works Supervisor*	12/27/19	222	\$	4,613	\$	26.62	\$	6,228	\$	35.93	
Recreation Supervisor*	12/27/19	241	\$	3,944	\$	22.75	\$	5,324	\$	30.72	
Sec to City Mgr/Dep City Clerk*	12/27/19	300	\$	4,333	\$	25.00	\$	5,850	\$	33.75	
Senior Accountant*	12/27/19	205	\$	5,707	\$	32.92	\$	7,704	\$	44.45	
Senior Building Inspector*	12/27/19	215	\$	5,707	\$	32.92	\$	7,704	\$	44.45	
Senior Management Analyst*	12/27/19	238	\$	5,979	\$	34.49	\$	8,071	\$	46.57	
Senior Planner*	12/27/19	239	\$	5,979	\$	34.49	\$	8,071	\$	46.57	
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Bold denotes benchmark class

^{*}FLSA Exempt

Section No. 3: Police Non-Management Salary Schedule

	Effective		A	A Step		B Step			CS	D Step			E Step		
Job Class	Date	Range	Monthly	Hourly		Mo	nthly	Hourly	Monthly	Hourly	Mo	nthly	Hourly	Monthly	Hourly
Police Officer Police Sergeant	12/27/19 12/27/19	400 450	\$ 5,458 \$ 6,928						\$6,017 \$7,638			6,318 8,020	\$ 36.45 \$ 46.27		\$ 38.27 \$ 48.58

Bold denotes benchmark class

Section No. 4: General City Service

	Effective		A	A Ste	р		B Sto	ep	C S	tep	D S	tep	E 5	Step
Job Class	Date	Range	Monthly	H	lourly	M	onthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Account Clerk I/II-I	12/27/19	500	\$2,989	\$	17.25	\$	3,139	\$18.11	\$3,296	\$19.01	\$3,461	\$19.97	\$3,634	\$ 20.96
Account Clerk I/II-II	12/27/19	501	\$3,289	\$	18.97	\$	3,453	\$19.92	\$3,626	\$20.92	\$3,807	\$21.96	\$3,998	\$ 23.06
Account Clerk III	12/27/19	503	\$3,617	\$	20.87	\$	3,798	\$21.91	\$3,988	\$23.01	\$4,187	\$24.16	\$4,397	\$ 25.37
Accounting Technician	12/27/19	508	\$4,037	\$	23.29	\$	4,239	\$24.45	\$4,451	\$25.68	\$4,673	\$26.96	\$4,907	\$ 28.31
Administrative Assistant I	12/27/19	510	\$3,883	\$	22.40	\$	4,077	\$23.52	\$4,281	\$24.70	\$4,495	\$25.93	\$4,720	\$ 27.23
Administrative Assistant II	12/27/19	511	\$4,157	\$	23.98	\$	4,365	\$25.18	\$4,583	\$26.44	\$4,812	\$27.76	\$5,053	\$ 29.15
Bldg Maintenance Worker I/II-I	12/27/19	515	\$3,129	\$	18.05	\$	3,285	\$18.95	\$3,449	\$19.90	\$3,622	\$20.89	\$3,803	\$ 21.94
Bldg Maintenance Worker I/II-II	12/27/19	516	\$3,442	\$	19.86	\$	3,615	\$20.85	\$3,795	\$21.90	\$3,985	\$22.99	\$4,184	\$ 24.14
Building Inspector I/II-I	12/27/19	520	\$4,664	\$	26.91	\$	4,898	\$28.26	\$5,143	\$29.67	\$5,400	\$31.15	\$5,670	\$ 32.71
Building Inspector I/II-II	12/27/19	521	\$5,130	\$	29.59	\$	5,386	\$31.07	\$5,656	\$32.63	\$5,938	\$34.26	\$6,235	\$ 35.97
Community Services Officer I/II-I	12/27/19	535	\$3,406	\$	19.65	\$	3,576	\$20.63	\$3,755	\$21.66	\$3,943	\$22.75	\$4,140	\$ 23.88
Community Services Officer I/II-II	12/27/19	536	\$3,749	\$	21.63	\$	3,936	\$22.71	\$4,133	\$23.84	\$4,339	\$25.03	\$4,556	\$ 26.29
Computer Technician	12/27/19	545	\$5,392	\$	31.11	\$	5,662	\$32.67	\$5,945	\$34.30	\$6,242	\$36.01	\$6,554	\$ 37.81
Fleet Mechanic	12/27/19	555	\$3,974	\$	22.93	\$	4,173	\$24.08	\$4,382	\$25.28	\$4,601	\$26.54	\$4,831	\$ 27.87
Housing Specialist I/II-I	12/27/19	560	\$4,157	\$	23.98	\$	4,365	\$25.18	\$4,583	\$26.44	\$4,812	\$27.76	\$5,053	\$ 29.15
Housing Specialist I/II-II	12/27/19	561	\$4,364	\$	25.18	\$	4,582	\$26.44	\$4,811	\$27.76	\$5,052	\$29.15	\$5,304	\$ 30.60
Human Resources Technician	12/27/19	519	\$4,573	\$	26.38	\$	4,802	\$27.70	\$5,042	\$29.09	\$5,294	\$30.54	\$5,559	\$ 32.07
Maintenance Worker I/II-I	12/27/19	565	\$3,442	\$	19.86	\$	3,615	\$20.85	\$3,795	\$21.90	\$3,985	\$22.99	\$4,184	\$ 24.14
Maintenance Worker I/II-II	12/27/19	566	\$3,786	\$	21.84	\$	3,976	\$22.94	\$4,174	\$24.08	\$4,383	\$25.29	\$4,602	\$ 26.55
Office Assistant	12/27/19	509	\$3,249	\$	18.74	\$	3,411	\$19.68	\$3,582	\$20.66	\$3,761	\$21.70	\$3,949	\$ 22.78
Permit Technician	12/27/19	518	\$4,573	\$	26.38	\$	4,802	\$27.70	\$5,042	\$29.09	\$5,294	\$30.54	\$5,559	\$ 32.07
Public Safety Dispatcher I/II-I	12/27/19	525	\$3,974	\$	22.93	\$	4,173	\$24.08	\$4,382	\$25.28	\$4,601	\$26.54	\$4,831	\$ 27.87
Public Safety Dispatcher I/II-II	12/27/19	526	\$4,255	\$	24.55	\$	4,468	\$25.77	\$4,691	\$27.06	\$4,926	\$28.42	\$5,172	\$ 29.84
Public Works Inspector	12/27/19	570	\$5,189	\$	29.94	\$	5,449	\$31.44	\$5,721	\$33.01	\$6,007	\$34.66	\$6,308	\$ 36.39
Rec. Prog. & Admin. Coordinator	12/27/19	581	\$3,883	\$	22.40	\$	4,077	\$23.52	\$4,281	\$24.70	\$4,495	\$25.93	\$4,720	\$ 27.23
Recreation Coordinator	12/27/19	580	\$4,052	\$	23.38	\$	4,255	\$24.55	\$4,468	\$25.78	\$4,691	\$27.06	\$4,926	\$ 28.42
Senior Account Clerk	12/27/19	505	\$4,037	\$	23.29	\$	4,239	\$24.45	\$4,451	\$25.68	\$4,673	\$26.96	\$4,907	\$ 28.31
Senior Maintenance Worker	12/27/19	568	\$3,974	\$	22.93	\$	4,173	\$24.08	\$4,382	\$25.28	\$4,601	\$26.54	\$4,831	\$ 27.87
Senior Public Safety Dispatcher	12/27/19	530	\$4,680	\$	27.00	\$	4,914	\$28.35	\$5,160	\$29.77	\$5,418	\$31.26	\$5,689	\$ 32.82
Youth Services Specialist	12/27/19	590	\$4,786	\$	27.61	\$	5,025	\$28.99	\$5,276	\$30.44	\$5,540	\$31.96	\$5,817	\$ 33.56
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Bold denotes benchmark class

^{*}FLSA Exempt

Section No. 5: Unrepresented Salary Schedule

General Service

	Effective		A Step		B Step		C Step		D Step		E Step	
Job Class	Date	Range	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Fire Engineer (2912 annual hours)	12/27/19	203	\$6,130	\$ 25.26	\$ 6,436	\$26.52	\$6,758	\$27.85	\$ 7,096	\$29.25	\$7,451	\$ 30.70

L L CI	Effective	Danas		tarting	Endi	
Job Class	Date	Kange	Monthly Hourly		Ending	Hourly
Human Resources Administrator*	01/19/21	242	\$7,278	\$ 41.99	\$ 9,825	\$56.68

Bold denotes benchmark class

*FLSA Exempt

Section No. 6: Temporary/Hourly Employees

Effective: December 25, 2020 Minimum \$ 14.00

Job Class	Range	A	В	C	D	E
Administrative Assistant I - Temp	925	\$17.97	\$18.87	\$19.81	\$20.80	\$21.84
Background Investigator	955	\$49.92				
Building Maintenance Worker I/II-I - Temp	914	\$16.80	\$17.64	\$18.52	\$19.44	\$20.42
Communications & Records Tech I - Temp	920	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Community Services Officer I/II-I - Temp	930	\$17.22	\$18.09	\$18.99	\$19.94	\$20.94
Computer Systems Specialist	917	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Economic Development Consultant	956	\$65.00				
Engineering Technician - Temp	900	\$22.18	\$23.28	\$24.45	\$25.67	\$26.95
Financial Services Specialist	918	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Firefighter - Temp	910	\$18.95	\$19.90	\$20.89	\$21.93	\$23.03
Maintenance Worker I - Temp	915	\$17.81	\$18.70	\$19.64	\$20.62	\$21.65
Maintenance Worker II - Temp	916	\$19.59	\$20.57	\$21.60	\$22.68	\$23.82
Office Assistant - Temp	926	\$16.46	\$17.28	\$18.14	\$19.05	\$20.00
Planning Specialist	919	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Police Officer - Temp	905	\$18.95	\$19.90	\$20.89	\$21.93	\$23.03
Police Officer Trainee	906	\$28.63	\$30.06			
Public Works Specialist	921	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Recreation Specialist I	935		\$14.28	\$15.00	\$15.75	\$16.53
Recreation Specialist II	936	\$14.96	\$15.71	\$16.50	\$17.32	\$18.19
Recreation Specialist III	937	\$16.46	\$17.28	\$18.14	\$19.05	\$20.00
Recreation Specialist Supervisor	939	\$18.10	\$19.01	\$19.96	\$20.96	\$22.00
Traffic Engineer - Temp	959	\$85.00				

Section No. 6: Temporary/Hourly Employees

Effective: December 24, 2021 Minimum \$ 15.00

Job Class	Range	A	В	C	D	E
Administrative Assistant I - Temp	925	\$18.69	\$19.62	\$20.60	\$21.63	\$22.72
Background Investigator	955	\$49.92				
Building Maintenance Worker I/II-I - Temp	914	\$17.64	\$18.52	\$19.44	\$20.42	\$21.44
Communications & Records Tech I - Temp	920	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Community Services Officer I/II-I - Temp	930	\$17.91	\$18.81	\$19.75	\$20.74	\$21.77
Computer Systems Specialist	917	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Economic Development Consultant	956	\$65.00				
Engineering Technician - Temp	900	\$23.06	\$24.22	\$25.43	\$26.70	\$28.03
Financial Services Specialist	918	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Firefighter - Temp	910	\$19.71	\$20.69	\$21.73	\$22.81	\$23.95
Maintenance Worker I - Temp	915	\$18.70	\$19.64	\$20.62	\$21.65	\$22.73
Maintenance Worker II - Temp	916	\$20.57	\$21.60	\$22.68	\$23.82	\$25.01
Office Assistant - Temp	926	\$17.61	\$18.49	\$19.41	\$20.39	\$21.40
Planning Specialist	919	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Police Officer - Temp	905	\$19.71	\$20.69	\$21.73	\$22.81	\$23.95
Police Officer Trainee	906	\$28.63	\$30.06			
Public Works Specialist	921	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Recreation Specialist I	935		\$15.28	\$16.05	\$16.85	\$17.69
Recreation Specialist II	936	\$16.01	\$16.81	\$17.65	\$18.53	\$19.46
Recreation Specialist III	937	\$17.61	\$18.49	\$19.41	\$20.39	\$21.40
Recreation Specialist Supervisor	939	\$19.37	\$20.34	\$21.36	\$22.42	\$23.55
Traffic Engineer - Temp	959	\$85.00				

AGENDA TRANSMITTAL

MEETING DATE: July 6, 2021

CITY AGENDA ITEM: Council Adoption of Resolution No. 2021-__: Approving a Good Neighbor Policy for Entitlements and Development Projects.

FISCAL IMPACT: There is no direct fiscal impact to the City as a result of this item.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: On December 3, 2019, the City Council directed staff to modify the City's Public Hearing/Notification procedures. This included expanding notification for public hearings from 300 to 600 feet, notifying neighbors at least two weeks in advance of the public hearing, and additional measures to assure residents were aware of upcoming public hearings. Additionally, there was interest to have the applicant/developer reach out to adjacent neighbors early on in the process. A similar procedure exists in the City's Cannabis Request for Applications (RFA) procedures.

Twice last summer (June 24 and August 26), staff held "Good Neighbor Policy and Use Permit" workshops. The workshops were held at City Hall and via Zoom. Although the participation was not overwhelming, those who participated seemed to share similar perspectives of getting project information out publicly early in the development process.

Staff brought forward a discussion and direction item at the April 27, 2021, Planning Commission meeting to begin preparing a draft policy for consideration of the City Council. Following initial direction from the Planning Commission at the April 27, 2021, meeting, staff returned with three examples of good neighbor policies from other cities (Belmont, East Palo Alto, and Santa Cruz). The Commission spent time pointing out what they liked about each and ultimately holding consensus votes on important consensus points. For the most part, the focus of the Commission was on the City of East Palo Alto and Santa Cruz examples. At the end of the item, there was some level of interpretation left to staff in how to assemble the draft policy.

The Planning Commission formally adopted a resolution recommending City Council adoption of a Good Neighbor Policy at their regular meeting on May 25, 2021.

STAFF REPORT: The policy recommended by the Planning Commission is highlighted by a few main objectives: (1) staff is to guide the applicant in what level of outreach is required during the pre-application process; (2) the applicant is to reach out and inform the community early in the process; and (3) the policy is to be fairly easy to understand and follow.

Additionally, the following points are reflected in the policy:

PREPARED BY: REVIEWED/APPROVED BY: John Kearns, Senior Planner Greg Folsom, City Manager

- 1. Conditional Use Permits in which Section 18.66.020 would apply are to be required to go through the Good Neighbor Policy process.
- 2. Pre-application meetings are required. Community outreach to be required for large, complex and significant projects. During the pre-application process, Development Services Department staff would determine if applicant is required to hold an outreach meeting prior to submittal of an entitlement application.
- 3. Include a process that includes on-site posting, in-person meetings, recording the meeting, and have Development Services staff present (in which cost would be off-set per the City of Suisun City Master Fee Schedule "Senior Planner" = \$138/hr.).
- 4. Standard notification to remain 600 feet from the boundary of the parcel in question with Development Services Department staff having the discretion to expand the notification radius if they feel the impacts may extend more regionally.

Once adopted by the City Council, the policy would take effect immediately.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2021—: Approving a Good Neighbor Policy for Entitlements and Development Projects.

ATTACHMENTS:

- 1. Council Resolution No. 2021-__: Approving a Good Neighbor Policy for Entitlements and Development Projects.
- 2. PowerPoint Presentation

RESOLUTION NO. 2021-1 APPROVING A GOOD NEIGHBOR POLICY FOR ENTITLEMENTS AND 2 **DEVELOPMENT PROJECTS.** 3 WHEREAS, the Planning Commission held a discussion and direction item on April 4 27, 2021 in which they requested staff return with relevant examples from other jurisdictions at their next meeting; and 5 WHEREAS, the Planning Commission held a second discussion and direction item on 6 May 11, 2021 in which they discussed three examples provided by staff (Belmont, East Palo 7 Alto, and Santa Cruz) and directed staff to return with a draft policy; and WHEREAS, the Planning Commission considered the draft Good Neighbor Policy 8 prepared by staff and recommended City Council adoption at their May 25, 2021 regular 9 meeting; and 10 WHEREAS, the City Council discussed the Good Neighbor Policy at their regular meeting of July 6, 2021 and determined it is an essential part of the entitlement/development 11 process. 12 NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Suisun City does hereby adopt Resolution 2021-__; Approving a Good Neighbor Policy for all 13 Entitlements and Development Projects. 14 PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 6th day of July 2021, by the following vote: 15 **AYES: Council Members:** 16 NOES: Council Members: ABSENT: Council Members: 17 **ABSTAIN:** Council Members: 18 **WITNESS** my hand and the seal of said City this 6th day of July 2021. 19 20 Anita Skinner 21 City Clerk 22 23 24 25 26

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GOOD NEIGHBOR POLICY

The City of Suisun City is committed to engaging in meaningful participation. Input received early in the long-range policy planning and development review processes better enables the City and project applicants to incorporate suggestions and ideas from the community, ultimately resulting in improved outcomes. Early outreach helps to educate and encourage communication, providing more certainty to developers and our community.

The intent of this Policy is to ensure that the community has the opportunity to engage in policy and project development throughout the discretionary review processes, and to inform the community regarding how and when to participate in project review.

Preliminary Review Applications

For any person (subject to this policy) who intends to submit an entitlement application, preliminary review applications are strongly encouraged and may be required for Major and Complex proposals. During the pre-application process, Development Services Department staff would determine if applicant is required to hold an outreach meeting prior to submittal of an entitlement application.

For Major and Complex, projects, applicants who intend to submit a formal application after the preliminary review is complete will generally be strongly encouraged to hold a community meeting once preliminary comments have been received and prior to submitting the formal application.

Major Projects

- 1. New Commercial Construction Any structure greater than 5,000 square feet.
- 2. New Residential Construction -Any project proposing ten (10) or more new dwelling units.
- 3. Existing Non-Residential Structures An addition of 5,000 square feet or more to an existing structure.
- 4. Existing Structure Rehabilitation, alteration, or addition to more than 25 percent of an existing multi-family structure with five (5) or more units.
- 5. Existing Structure- Any project that would demolish or change the deed status of an affordable housing unit(s).
- 6. Any project with a Development Agreement.

Complex Projects (Projects that include one or more of the following):

- 1. Planned Unit Development (PUD) Permit
- 2. Zoning Text Amendment
- 3. Zoning Change
- 4. General Plan Amendment
- 5. Projects with Mandatory Mitigated Negative Declarations and Environmental Impact Reports
- 6. Schools

- 7. Project that require Conditional Use Permits which in the view of staff conflict with Section 18.66.020 or present significant traffic.
- 8. ABC License new request or modification.
- 9. Adult businesses as covered by Section 18.48.
- 10. Cannabis as covered by Section 18.49.

All Pre-App projects are required to provide neighborhood notification and a minimum of one community meeting to discuss the proposed project and to document community concerns.

Notice and Meeting Requirements

- (a) Notices:
 - (1) All property owners and tenants within 600 feet of the project and interested community groups must be notified of the Pre-App by way of a written notice describing the project and inviting them to the Community Meeting, Planning Commission study session, and/or other community meetings to discuss the project. Notices must be published as an ad in the local daily newspaper and 8" x 11.5" notices posted on City bulletin boards, via United States mail, via email (to those who preidentified), on the city website, and through social media notifications.
 - (2) The applicant is responsible for posting notification signs on the project site informing the community that a formal application has been submitted. The sign information will be approved by the Development Services Department in the template provided by the City, and the applicant shall post the notification sign within two weeks of the application submittal. The signage shall be a minimum 11" x 17" size. Larger and/or more signage may be required by the Development Services Department, particularly for vacant lots, major sites and complex projects. This initial on-site notification is in addition to any on-site public hearing notices required by the Suisun City Municipal Code. Applicant shall replace in kind postings, as needed, following notice from Development Services staff.
 - (3) The applicant is responsible for sending out the meeting notice. Required notice shall include:
 - 1. Project site map;
 - 2. Project description including potential public nuisances listed in Section 18.66.020 as identified by Development Services Department staff and how the applicant intends to resolve those issues; and
 - 3. Date, time, and location of the meeting(s).
 - (4) In addition, the notice must be:
 - 1. Approved by Development Services Department staff;
 - 2. Sent out, published, or posted according to City of Suisun City guidelines, at

- least 14 days prior to the meeting; and
- 3. Mailed by United States Postal Service using a Certificate of Mailing (Form 3788), or another form of registered. mail with proof of mailing provided to staff.

(b) Community Meeting:

- (1.) The applicant is responsible for arranging the community meeting venue.
- (2.) Attendees should be requested to sign in and provide contact information, if further contact desired.
- (3.) Applicant shall document questions from the community and the responses to the questions.
- (4.) Meetings shall occur at a publicly accessible venue within the City, preferably at the project site or within a one-mile radius of the site.
- (5.) Weeknight meetings shall occur between 6:00 p.m. and 9:00 p.m.
- (6.) Weekend meetings shall occur between 10:00 a.m. and 9:00 p.m.
- (7.) The applicant is responsible for presenting the project to the community.

 Presentation shall include potential public nuisances as listed in Section 18.66.020 as identified by Development Services Department staff.
- (8.) Applicant shall provide time for public comment to express community concerns and be able to respond at the meeting or shortly afterward.
- (9.) The meeting must be recorded or the applicant will pay (as indicated in the City of Suisun City Master Fee Schedule) Development Services staff to attend and take notes.
- (10.) Development Services Department staff may require additional meetings if additional meetings will be beneficial to the community or if prior meetings are not recorded.

Preliminary Application Letter and Formal Submittal.

- (a) Within 30 days of outreach completion, the Planning Division will send to the applicant a letter summarizing major project concerns, a description of the approval process, other issues noted during internal review, and a fee estimate.
- (b) A formal project submittal will be accepted only after the Pre-App letter has been issued. The submittal should address the matters discussed in the Pre-App letter, as well as comply with all application submittal requirements.
- (c) Comments in the letter, excluding the fee estimates, are in effect for one year from the date of the letter.
 - (1.) If a formal application is not submitted within one year, a new Pre-App will be required before project submittal.
 - (2.) The requirement for a new Pre-App may be waived by the Development Services

- Director on a case-by-case basis.
- (3.) A new Pre-App may be required by the Development Services Director within the one-year period if it is determined that the formal submittal is significantly different from the Pre-App submittal.

OTHER TOPICS

Long-Range Planning Projects

Long-range planning projects, including but not limited to development of new specific/area plans, significant updates/amendments to existing specific/area plans, significant Zoning Ordinance Amendments, General Plan Updates, etc. will generally be treated as Complex projects in accordance with the Community Outreach matrix in terms of requiring at least one community meeting. However, many types of long-range planning changes may have their own specific outreach strategies that vary from and typically expand beyond the standard outreach procedures outlined in this policy.

Where proposed long-range planning changes may have significant, citywide implications, the City may choose to publish community meeting dates in the *Daily Republic*.

Community Outreach and State/City Law Consistency

While it is the City's policy to require significant community outreach, a hearing body may act upon an application that does not meet all outreach and notification criteria contained in this policy as long as the project meets applicable State and City due process laws.

Additional Outreach

The Development Services Department will maintain a list of interested parties who will be notified by email when environmental documents are available for review and who will be notified at least 14 days in advance of community meetings and public hearings. The development Services Department retains discretion to require mailed notices to a larger radius that that called for by this policy. Additional outreach methods and efforts may be required above and beyond what is called for in this policy.

Post Entitlement Implementation

There shall be procedures in place that are reasonably calculated to ensure that the quiet, safety and cleanliness of the premises and vicinity are maintained. Such conditions shall include, but are not limited to, the following:

1. Notices shall be prominently displayed from the establishment urging patrons to call or email the establishment if they have any questions, pursuant to the City of Suisun City noticing procedure.

- 2. The applicant/operator must comply with Sections 8.12 ("Public Nuisances"), 15.04 ("Permits-Uniform Code"), Section 18.30 ("Allowable Use Table") and Section 18.66.020 ("Use Permits") of the Suisun City Municipal Code.
- 3. The establishment shall implement other conditions and/or management practices necessary to ensure that management and/or patrons of the establishments maintain the quiet, safety and cleanliness of the premises and the vicinity of the use, and (do not block driveways of neighboring residents or businesses.
- 4. The establishment shall provide a cell phone number to all interested neighbors that will be answered during business hours by a manager or other responsible person who has the authority to adjust volume and respond to other complaints whenever needed.
- 5. In addition, an emergency contact name and number shall be provided to the City to allow for police and emergency personnel or other City personnel to contact that person concerning incidents.



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Key Points

- 1. Conditional Use Permits (Section 18.66.020) are required to go through the GNP process.
- 2. Pre-application meetings are required. Community outreach to be required for large, complex and significant projects. Development Services Department staff would determine if applicant is required to hold an outreach meeting prior to submittal of development application.
- Include a process that includes on-site posting, in-person meetings, recording the meeting, and have Development Services staff present.
- 4. Standard notification to remain 600 feet from the boundary of the parcel in question. Staff could expand the notification radius for projects with regional impacts.

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