

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

## A G E N D A

### SPECIAL MEETING OF THE SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY

TUESDAY, OCTOBER 5, 2021

5:30 P.M.

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

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#### **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/Chair 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 VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.*

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

**ZOOM MEETING INFORMATION:**

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

**MEETING ID: 867 4036 7382**

**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**

Board Members

01107.0001/737525.1

DEPARTMENTS: AREA CODE (707)

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

**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 Acting as Successor Agency will hold a Closed Session for the purpose of:

1. **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 Suisun City will hold a Closed Session for the purpose of Conference with Real Property Negotiator.

Property Under Negotiation: Assessor's Parcel Numbers: 0032-042-300, 360, 440, 460, 480, 500, 520, 540, 560, 580, 600 and 680.

Negotiating Party: City Manager

Parties Negotiating: Ashria LLC

Under Negotiations: Terms and payment

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 Suisun City will hold a Closed Session for the purpose of Conference with Real Property Negotiator.

Property Under Negotiation: Assessor's Parcel Numbers: 0032-091-170 through 200.

Negotiating Party: City Manager

Parties Negotiating: Ashria 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

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- Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA;
  - Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA;
  - Joe Nelson Center, 611 Village Drive, Suisun City, CA;
  - Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of October 5, 2021 was posted and available for review, in compliance with the Brown Act.

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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

## A G E N D A

### REGULAR MEETING OF THE SUISUN CITY COUNCIL

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

**AND HOUSING AUTHORITY**

**TUESDAY, OCTOBER 5, 2021**

**6:30 P.M.**

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

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#### **NOTICE**

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(Next Ord. No. – 788)

(Next City Council Res. No. 2021 – 98)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 04)

(Next Housing Authority Res. No. HA2021 – 02)

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320

FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340

SUCCESSOR AGENCY 421-7309 FAX 421-7366

**ROLL CALL**

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
2. Introduction of Assistant City Attorney Christy Lopez and Deputy City Attorney Payam Mostafavi – (City Attorney).

**PRESENTATION/APPOINTMENTS**

*(Presentations, Awards, Proclamations, Appointments).*

**CONSENT CALENDAR**

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

**City Council**

3. Council Adoption of Resolution No. 2021-\_\_\_: Adopting the 2nd Amendment to the Annual Appropriation Resolution No. 2021-57 to Appropriate Funding Equivalent to the 2018 Parks and Water Bond Act Per Capita Grant Award for Fiscal Year 2021-22 – (Deol: [ldel@suissun.com](mailto:ldel@suissun.com)).
4. Rectangular Rapid Flashing Beacon Project – (Vue: [nvue@suissun.com](mailto:nvue@suissun.com)).
  - a. Council Adoption of Resolution No. 2021-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Radman Electric for the Rectangular Rapid Flashing Beacon Project.
  - b. Council Adoption of Resolution No. 2021-\_\_\_: Adopting the 3rd Amendment to the Annual Appropriation Resolution No. 2021-57 to Allocate Off-Site Street Improvement (OSSIP) and Lawler Ranch Maintenance Assessment District Funds to the Rectangular Rapid Flashing Beacon Project for Fiscal Year 2021-22.
5. National Recreation and Park Association Grant Award – (Lofthus: [klofthus@suissun.com](mailto:klofthus@suissun.com)).
  - a. Council Adoption of Resolution No. 2021-\_\_\_: Authorizing the Director of Recreation, Parks, and Marina Department (RPM) to accept grant funds from National Recreation and Park Association's (NRPA) Youth Sports and Play Program.
  - b. Council Adoption of Resolution No. 2021-\_\_\_: Adopting the 4th Amendment to the Annual Appropriation Resolution No. 2021-57 to Appropriate Funds Equivalent to the National Recreation and Park Association (NRPA) Grant Award for Fiscal Year 2021-22.
6. Council Adoption of Resolution No. 2021-\_\_\_: Authorizing the City Manager to Execute a Grant Agreement with the State of California Department of Parks and Recreation Division of Boating and Waterways for the Surrendered and Abandoned Vessel Exchange (SAVE) Program – (Lofthus: [klofthus@suissun.com](mailto:klofthus@suissun.com)).

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

7. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on September 7, 2021 and September 14, 2021 - (Skinner: [askinner@suisun.com](mailto:askinner@suisun.com)).

**PUBLIC COMMENTS**

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**PUBLIC HEARING****City Council**

8. Council Introduction and Waive Reading of Ordinance No. \_\_\_\_: An Ordinance of the City Council of Suisun City Repealing and Replacing Chapter 2.28 (Volunteer Fire Department) of Title 2 (Administration and Personnel) of the Suisun City Municipal Code with Chapter 2.28 (Fire Department) – (Vincent [jvincent@suisun.com](mailto:jvincent@suisun.com)).

**GENERAL BUSINESS****City Council**

9. Discussion and Direction Regarding a Proposed Community Garden Project Recommended by the Recreation, Parks, Marina and Arts Commission – (Lofthus: [klofthus@suisun.com](mailto:klofthus@suisun.com)).
10. Council Adoption of Resolution No. 2021-\_\_\_\_: Recognizing June 19 of each year as Juneteenth Day and Declaring Juneteenth as a Suisun City Holiday – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
11. Discussion and Direction: COVID-19 – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).

**REPORTS: (Informational items only)**

12. Council Updates
- a. Council/Boardmembers
  - b. Mayor

13. Non-Discussion Items

**ADJOURNMENT**

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  - 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 October 5, 2021 was posted and available for review, in compliance with the Brown Act.

## AGENDA TRANSMITTAL

**MEETING DATE:** October 5, 2021

**AGENDA ITEM:** Fiscal Year 2021-22 Budget Amendment: Council Adoption of Resolution No. 2021-\_\_: Adopting the 2nd Amendment to the Annual Appropriation Resolution No. 2021-57 to Appropriate Funding Equivalent to the 2018 Parks and Water Bond Act Per Capita Grant Award for fiscal year 2021-22.

**FISCAL IMPACT:** There would be no fiscal impact in General Fund as the expenditures are grant funded.

**STRATEGIC GOALS:** Provide Good Governance and Ensure Fiscal Solvency

**BACKGROUND:** The City Council has previously approved the acceptance of the 2018 Parks Bond Act Per Capita Grant Program, also known as Prop 68 per capita grant. In order to expend funds and receive revenues, an amendment to the Annual Appropriation Resolution is required to be adopted by the City Council.

**STAFF REPORT:** On September 15, 2020, Council adopted Resolution 2020-120 Authorizing the Application for Parks and Water Bond Act of 2018 (Proposition 68) Per Capita Funding.

On October 20, 2020, Council adopted Resolution 2020-132 Authorizing the Application for Statewide Park Development and Community Revitalization Program Round 4 Grant Funds (Proposition 68).

The City received the Certificate of Funding in the amount of \$177,952.00. The grant monies will be allocated for a project at Heritage Park that will remove the infield dirt area be improved to a grass surface creating two regulation soccer fields. The current softball field gets minimal use, and we have four fields at the Lambrecht Sports Complex to accommodate softball / baseball play. The external restrooms are in desperate need of a remodel and with proper restrooms, use of the fields would increase. The purchase of a concession trailer will assist with revenue generation by providing food services at Heritage Park during league games and tournaments. The total for this portion of the grant is \$89,052 with no matching funds required.

The play structure located at Montebello Vista Park will be removed and a new larger play structure will be installed. RPM has been awarded \$31,333.85 in discount pricing from GameTime. The matching portion of this project will utilize Park Development funds in the amount of \$22,350 as this is an expansion of the current play structure to accommodate more users. Determination of required match is based on the location of the project site using the Community Fact Finder, an online tool utilized by the State of California. The total cost of this project is \$111,250.

**PREPARED BY:**

Kris Lofthus, Recreation Parks & Marina Director

**REVIEWED BY:**

Lakhwinder Deol, Finance Director

**APPROVED BY:**

Greg Folsom, City Manager

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**RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2021-\_\_: Adopting the 2nd Amendment to the Annual Appropriation Resolution No. 2021-57 to Appropriate Funding Equivalent to the 2018 Parks and Water Bond Act Per Grant Award for fiscal year 2021-22.

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**ATTACHMENTS:**

Council Adoption of Resolution No. 2021-\_\_: Adopting the 2nd Amendment to the Annual Appropriation Resolution No. 2021-57 to Appropriate Funding Equivalent to the 2018 Parks and Water Bond Act Per Grant Award for fiscal year 2021-22.

**RESOLUTION NO. 2021-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
ADOPTING THE 2ND AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2021-57  
TO APPROPRIATE FUNDS EQUIVALENT TO THE 2018 PARKS AND WATER BOND ACT PER CAPITA  
GRANT PROGRAM AWARD FOR PARKS IMPROVEMENT PROJECT FOR FISCAL YEAR 2021-22.**

**WHEREAS**, On June 29, 2021, the City Council adopted the Annual Appropriation Resolution No. 2021-57 to appropriate from each of the several funds of the City to each department of the City amounts set forth in the Annual Budget Business and Financial Plan for Fiscal Year 2021-2022.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY:**

**THAT** the annual appropriation for Recreation Parks and Marina is hereby amended as follows:

		Increase/ (Decrease)
TO:	Parks & Water Bond Grant (Prop. 68) -Capital Projects	\$ 200,302
	Total	<u>\$ 200,302</u>

**THAT** account titles and numbers requiring adjustment by this Resolution are as follows:

		<u>Sources</u>	<u>Uses</u>
Parks & Water Bond Grant (Prop. 68)			
Revenue:			
A/C No. 174-76600-8674	Parks & Water Bond Grant (Prop. 68) -Grants Recreation	\$ 177,952	
A/C No. 174-81300-8674	Parks & Water (Prop. 68) Transfer In fr Parks Development	\$ 22,350	
Appropriations:			
A/C No. 300-70101-6520	Park Dev Fund- Beginning Balance-Prior Year Resources		\$ 22,350
A/C No. 300-85174-6520	Park Dev Fund- Transfer Out to Fund 174	\$ 22,350	
A/C No. 174-96510-8674	Parks & Water Bond Grant (Prop. 68) -Capital Projects		\$ 200,302
		<u>\$ 222,652</u>	<u>\$ 222,652</u>

**THAT** the purpose is to appropriate funds into the budget.

**ADOPTED AND PASSED** at a regular meeting of the City Council of the City of Suisun City duly held on the 5th day of October, 2021 by the following vote:

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

**WITNESS** my hand and seal of the said City this 5th day of October 2021.

\_\_\_\_\_  
Anita Skinner  
City Clerk

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## AGENDA TRANSMITTAL

**MEETING DATE:** October 5, 2021

**CITY AGENDA ITEM:** Rectangular Rapid Flashing Beacon Project.

- a. Council Adoption of Resolution No. 2021-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Radman Electric for the Rectangular Rapid Flashing Beacon Project.
- b. Council Adoption of Resolution No. 2021-\_\_\_: Adopting the 3<sup>rd</sup> Amendment to the Annual Appropriation Resolution No. 2021-57 to Allocate Off-Site Street Improvement (OSSIP) and Lawler Ranch Maintenance Assessment District Funds to the Rectangular Rapid Flashing Beacon Project for Fiscal year 2021-22.

**FISCAL IMPACT:** The Rectangular Rapid Flashing Beacon Project (Project), Federal Project No. HSIPL-5032(033), would have no fiscal impact on the General Fund. City Public Works Engineering staff applied for and the City was awarded a Highway Safety Improvement Program (HSIP) Cycle 9 grant allocation in the amount of \$248,100 from the California Department of Transportation for this Project. No local match is required; however, additional work is required in one of the project locations within the Lawler Ranch Subdivision as described below. Furthermore, the project scope has been expanded at that same location to provide the most effective and beneficial improvements.

The design phase has been completed and the current budget for construction is currently \$205,000. The construction budget of \$257,000 for construction, (including City staff charges for contract administration and inspections) is required. Staff has identified the following option for filling the funding shortfall of \$52,000: a) \$5,800 from the Lawler Ranch Maintenance Assessment District (District) for removal of a tree and replacement of sidewalk segments at Location #3 that have been uplifted by root intrusion from said tree; and b) \$46,200 from the Off-site Street Improvement Program (OSSIP).

**STRATEGIC PLAN:** Provide Good Governance, Enhance Environment.

**BACKGROUND:** The City was awarded a total of \$248,100 in HSIP Cycle grant funds for environmental clearance, preparation of construction documents, construction, and City staff charges on this Project. On December 15, 2020, the City Council authorized the City Manager to execute a professional services agreement on the City's behalf with DKS Associates for the Project. The design phase has been completed.

The Project will install Rectangular Rapid Flashing Beacons (RRFB) and other crossing improvements at the following three locations:

- 1) Existing mid-block crossing on Merganser Drive fronting the Senior Center.
- 2) Pintail Drive at Scoter Way, fronting the Suisun City library and the Suisun Elementary School.

**PREPARED BY:**  
**REVIEWED BY:**  
**APPROVED BY:**

Nick Lozano, Associate Engineer  
 Nouae Vue, Public Works Director  
 Greg Folsom, City Manager

- 3) Proposed new crossing on Lawler Ranch Parkway between Fennie Way and Hillborn Way (proposed new pedestrian crossing will be at walkway to Falls Park).

Project scope includes, but is not limited to the following:

- Locations #1 and #2: Replace the existing in-roadway lighted crosswalk systems with rectangular rapid flashing beacons; replace the crosswalk with a high visibility crosswalk; and install pavement markings and roadway signs.
- Location #3: Install high visibility crosswalk, rectangular rapid flashing beacons, concrete curb extension (aka bulbout), pavement markings and striping, roadway signs, and curb ramps as well as remove a tree and replace sidewalk damaged by root intrusion from said tree.

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**STAFF REPORT:** On Wednesday, August 11, 2021, and on Friday, August 20, 2021, the construction bid documents for the Project were advertised in the Daily Republic newspaper.

Bids were opened on September 2, 2021, at 2:00 PM, at which time six (6) bids were received and read aloud. The bid submitted by W. Bradley Electric, Inc. represents the lowest bid received for the Project; however, the bid was determined by staff to be a non-responsive bid. Because this is a federal-aid project, there is a Disadvantage Business Enterprise (DBE) goal requirement. W. Bradley Electric's bid did not meet the DBE goal and their good faith effort to secure the services of a DBE was inadequate. W. Bradley Electric confirmed in an email with staff that it did not meet the DBE goal and good faith effort requirements. On the other hand, Radman Electric's bid represents the second lowest bid, meets the DBE goal requirements, and is determined by staff to be a responsive bid. The six bids received for the Project are as follows:

<u>Company</u>	<u>Total</u>
<i>Engineer's Estimate</i> .....	\$ 200,499.00
W. Bradley Electric, Inc.....	\$ 229,646.00 (non-responsive bid)
<b>Radman Electric</b> .....	<b>\$ 230,000.02 (responsive bid)</b>
Kerex Engineering.....	\$ 259,382.00
Ray's Electric.....	\$ 260,898.00
St. Francis Electric, LLC.....	\$ 270,836.35
Mike Brown Electric Co.....	\$ 271,469.50

Given that the construction budget will be enough to cover the construction contract for this Project, staff recommends awarding the construction contract in the amount of \$230,000.02 to Radman Electric for the Rectangular Rapid Flashing Beacon Project, Federal Project No. HSIPL-5032(033), including a 10% contingency (\$23,000).

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**RECOMMENDATION:** It is recommended that the City Council adopt

- Resolution No. 2021-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Radman Electric for the Rectangular Rapid Flashing Beacon Project.
- Resolution No. 2021-\_\_\_: Adopting the 3<sup>rd</sup> Amendment to the Annual Appropriation Resolution No. 2021-57 to Allocate Off-Site Street Improvement (OSSIP) and Lawler Ranch Maintenance Assessment District Funds to the Rectangular Rapid Flashing Beacon Project for Fiscal year 2021-22.

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**ATTACHMENTS:**

1. Resolution No. 2021-\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Radman Electric for the Rectangular Rapid Flashing Beacon Project.
2. Resolution No. 2021 - \_\_: Adopting the 3rd Amendment to the Annual Appropriation Resolution No. 2021-57 to Allocate Off-Site Street Improvement (OSSIP) and Lawler Ranch Maintenance Assessment District Funds to the Rectangular Rapid Flashing Beacon Project for Fiscal year 2021-22.
3. Project Location Map.

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**RESOLUTION NO. 2021-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION  
CONTRACT ON THE CITY'S BEHALF WITH RADMAN ELECTRIC FOR THE  
RECTANGULAR RAPID FLASHING BEACON PROJECT**

**WHEREAS**, the City's Rectangular Rapid Flashing Beacon Project (Project) has been awarded Highway Safety Improvement Program (HSIP) Cycle 9 grant allocation in the amount of \$248,100; and

**WHEREAS**, the HSIP allocation covers environmental clearance, design and construction of the Project; and

**WHEREAS**, the Project has \$257,000 budgeted for the construction phase, of which \$205,000 is funded by the HSIP grant, \$5,800 is funded by the Lawler Ranch Maintenance Assessment District (District) for removal of a tree and replacement of sidewalk segments that have been uplifted by roots of said tree with the District, and \$46,200 is being funded by the Off-site Street Improvement Program (OSSIP); and

**WHEREAS**, the Project will install rectangular rapid flashing beacons and other pedestrian crossing improvements fronting the Senior Center on Merganser Drive, Suisun City Library on Pintail Drive, at Lawler Ranch Parkway between Fennie Way and Hillborn Way; and

**WHEREAS**, the City's design consult has prepared plans, specifications; and engineer's cost estimate for the Project; and

**WHEREAS**, the construction documents for the Project were advertised on August 11, 2021 and August 20, 2021 in the Daily Republic newspaper; and

**WHEREAS**, six (6) bids were received on September 2, 2021, by 2:00 pm, at which time the bids were opened and read aloud; and

**WHEREAS**, the low bid submitted by W. Bradley Electric, Inc. was determined by City staff to be a non-responsive bid as it did not meet the Disadvantage Business Enterprise (DBE) goal requirement or provided adequate good faith effort to secure the services of a DBE; and

**WHEREAS**, Radman Electric's bid represents the second lowest bid, meets the DBE goal requirements, and is determined by staff to be a responsive bid; and

**WHEREAS**, Radman Electric. provided the lowest responsive bid of \$230,000.02.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City authorizes the City Manager to enter into a construction contract on behalf of the City with Radman Electric for the Rectangular Rapid Flashing Beacon Project in the amount of \$230,000.02, including a 10% contingency (\$23,000) for a total project construction cost of \$253,000.02, and to take any and all necessary and appropriate actions to implement this contract.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of  
Suisun City duly held on Tuesday, the 5<sup>th</sup> day of October 2021, by the following vote:

<b>AYES:</b>	Councilmembers:	_____
<b>NOES:</b>	Councilmembers:	_____
<b>ABSENT:</b>	Councilmembers:	_____
<b>ABSTAIN:</b>	Councilmembers:	_____

**WITNESS** my hand and the seal of said City this 5<sup>th</sup> day of October 2021.

\_\_\_\_\_  
Anita Skinner  
City Clerk

**RESOLUTION NO. 2021-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
ADOPTING THE 3RD AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2021-57  
TO ALLOCATE OFF-SITE STREET IMPROVEMENT (OSSIP) AND LAWLER RANCH MAINTENANCE  
ASSESSMENT DISTRICT FUNDS TO THE RECTANGULAR RAPID FLASHING BEACON PROJECT FOR  
FISCAL YEAR 2021-22.**

**WHEREAS**, On June 29, 2021, the City Council adopted the Annual Appropriation Resolution No. 2021-57 to appropriate from each of the several funds of the City to each department of the City amounts set forth in the Annual Budget Business and Financial Plan for Fiscal Year 2021-2022.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY:**

**THAT** the annual appropriation for Off-Site Street Improvement Fund, Lawler MAD, and Rectangular Rapid Flashing Beacon Project as follows:

		Increase/ (Decrease)
TO:	Off-Site Street Improvement	\$ (46,200)
TO:	Lawler Ranch MAD	\$ (5,800)
TO:	Rectangular Rapid Flashing Beacon Project	\$ 52,000
	Total	<u>\$ -</u>

**THAT** account titles and numbers requiring adjustment by this Resolution are as follows:

		<u>Sources</u>	<u>Uses</u>
<u>Off-Site Street Improvement Fund (OSSIP)</u>			
Revenue:			
A/C No. 120-70101-6515	OSSIP - Beginning Balance - Prior Year Resources	\$ 46,200	
Appropriations:			
A/C No. 120-85115-6515	Reimbursement- Other Agencies		\$ 46,200
	Total Fund 120	<u>\$ 46,200</u>	<u>\$ 46,200</u>

		<u>Sources</u>	<u>Uses</u>
<u>Lawler Ranch MAD</u>			
Revenue:			
A/C No. 420-70101-6425	Lawler Ranch MAD - Beginning Balance - Prior Year Resources	\$ 5,800	
Appropriations:			
A/C No. 420-85115-6425	Lawler Ranch MAD - Transfer to RRFB Upgrade Project		\$ 5,800
	Total Fund 420	<u>\$ 5,800</u>	<u>\$ 5,800</u>

Rectangular Rapid Flashing Beacon (RRFB) Project

Revenue:			
A/C No. 115-81120-9997	RRFB- Transfer from OSSIP	\$ 46,200	
A/C No. 115-81420-9997	RRFB- Transfer from Lawler Ranch MAD	\$ 5,800	
Appropriations:			
A/C No. 115-96310-9997	RRFB- CIP		\$ 52,000
	Total Fund 115	<u>\$ 52,000</u>	<u>\$ 52,000</u>

**THAT** the purpose is to appropriate funds into the budget.

**ADOPTED AND PASSED** at a regular meeting of the City Council of the City of Suisun City duly held on the 5th day of October, 2021 by the following vote:

<b>AYES:</b>	COUNCILMEMBERS
<b>NOES:</b>	COUNCILMEMBERS
<b>ABSENT:</b>	COUNCILMEMBERS
<b>ABSTAIN:</b>	COUNCILMEMBERS

**WITNESS** my hand and seal of the said City this 5th day of October 2021.

---

Anita Skinner  
City Clerk

LOCATION MAP  
Rectangular Rapid Flashing Beacons Project, Federal Project No. HSIPL-5032(033)



Location #1: Merganser Drive  
between Sunset Avenue and Wigeon Way,  
fronting the Senior Center

Location #2: Pintail Drive at Scooter Way,  
fronting the Suisun City library and  
Suisun Elementary School

Location #3: Lawler Ranch Parkway  
between Fennie Way and Hillborn Way  
(at existing pathway to Lawler Falls Park)

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## AGENDA TRANSMITTAL

**MEETING DATE:** October 5, 2021

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**CITY AGENDA ITEM:** National Recreation and Park Association Grant Award

- a. Council Adoption of Resolution No. 2021-\_\_\_: Authorizing the Director of Recreation, Parks, and Marina Department (RPM) to accept grant funds from National Recreation and Park Association's (NRPA) Youth Sports and Play Program.
- b. Council Adoption of Resolution No. 2021-\_\_\_: Adopting the 4th Amendment to the Annual Appropriation Resolution No. 2021-57 to Appropriate Funds Equivalent to the National Recreation and Park Association (NRPA) Grant Award for Fiscal Year 2021-22.

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**FISCAL IMPACT:** Grant award of \$40,000 with no match required by the City.

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**STRATEGIC PLAN IMPACT:** Ensure Fiscal Solvency.

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**BACKGROUND:** In 2021, NRPA announced that its Youth Sports and Play program would issue a total of \$640,000 in grant funding (16 grant awards of \$40,000 each) to agencies to implement youth projects that increase equitable access to the benefits of physical activity. The emphasis for these projects is to break down barriers in access to play for youth of color, gender-diverse youth, youth with disabilities, and youth living in low-income households.

The Recreation, Parks, and Marina (RPM) Department submitted a grant application in August 2021, proposing the construction of a mobile skate park for public use. Skateboarding has a low start-up cost for youth, is a hobby that is often carried for the rest of one's life, and can be alternatively used as a form of transportation. Skateboarding also has a culture of inclusivity, especially amongst those with mental, cognitive, developmental, and physical disabilities, as well as those that identify as gender diverse. For those with disabilities, there are now adaptive additions to skateboards that make them accessible to youth with a wide range of disabilities, and encourage development of motor skills, communication skills, and a sense of belonging and community. Skateboarding is rooted in 'counter-culture,' so naturally it has created an environment and reputing accepting of those that identify as gender diverse. With this information, the RPM Department believes that a mobile skate park in Suisun City best serves the intent of the NRPA grant and would give Suisun City youth access and exposure to a growing sport that they would have not had otherwise.

---

**STAFF REPORT:** In September 2021, the RPM Department received notification that their grant application was accepted and approved for funding.

The proposed mobile skate park would be able to travel to different parks and locations in Suisun City, eliminating barriers of transportation and distance, encouraging more youth to participate in a free activity that is currently unavailable in Suisun City.

---

**PREPARED BY:**

**REVIEWED BY:**

**APPROVED BY:**

Marvin Mora, Recreation Supervisor  
Kris Lofthus, Recreation, Parks, & Marina Director  
Greg Folsom, City Manager

There is also accompanying recreation programming with the project, including free public beginner and intermediate skate lessons, an equipment repair program for participants, free clinics for special populations, along with free equipment and giveaways for those that participate. The mobile skate park is set to be built and its accompanying programs are expected to launch by May 1, 2022.

---

**STAFF RECOMMENDATION:**

- a. Council Adoption of Resolution No. 2021-\_\_\_: Authorizing the Director of Recreation, Parks, and Marina Department (RPM) to accept grant funds from National Recreation and Park Association's (NRPA) Youth Sports and Play Program.
- b. Council Adoption of Resolution No. 2021-\_\_\_: Adopting the 4th Amendment to the Annual Appropriation Resolution No. 2021-57 to Appropriate Funds Equivalent to the National Recreation and Park Association (NRPA) Grant Award for Fiscal Year 2021-22.

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**ATTACHMENTS:**

- a. Council Adoption of Resolution No. 2021-\_\_\_: Authorizing the Director of Recreation, Parks, and Marina Department (RPM) to accept grant funds from National Recreation and Park Association's (NRPA) Youth Sports and Play Program.
- b. Council Adoption of Resolution No. 2021-\_\_\_: Adopting the 4th Amendment to the Annual Appropriation Resolution No. 2021-57 to Appropriate Funds Equivalent to the National Recreation and Park Association (NRPA) Grant Award for Fiscal Year 2021-22.

**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY,  
CALIFORNIA, ACCEPTING GRANT FUNDS FROM NATIONAL RECREATION  
AND PARK ASSOCIATION'S YOUTH SPORTS AND PLAY PROGRAM**

**WHEREAS**, National Recreation and Park Association's Youth Sports and Play Program provides grants for up to \$40,000 per agency to ensure that all children – no matter the color of their skin, sexual orientation, parent income, or ability – has access to unique youth sports and play opportunities that improve their health and health of their communities.

**WHEREAS**, Suisun City Recreation, Parks and Marina Department's mission is to connect our diverse community through imaginative experiences in our parks, programs, and waterfront, while promoting physical and mental well-being.

**WHEREAS**, there is no skatepark currently available to the public in Suisun City.

**WHEREAS**, this grant opportunity through National Recreation and Park Association gives Suisun City youth an opportunity at a free, new, unique recreation opportunity that would not have been possible otherwise.

**NOW, THEREFORE, BE IT RESOLVED**, The City Council authorizes the Recreation, Parks, and Marina Director to accept a National Recreation and Park Association, Youth Sports and Play Program grant in the amount of \$40,000 on behalf of the City of Suisun City, a public entity established under the laws of the State of California.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Suisun City duly held on Tuesday, the 5<sup>th</sup> day of October 5, 2021, by the following vote:

<b>AYES:</b>	Council Members:	_____
<b>NOES:</b>	Council Members:	_____
<b>ABSENT:</b>	Council Members:	_____
<b>ABSTAIN:</b>	Council Members:	_____

**WITNESS** my hand and the seal of said City this 5<sup>th</sup> of October, 2021.

\_\_\_\_\_  
Anita Skinner  
City Clerk

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**RESOLUTION NO. 2021-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
ADOPTING THE 4TH AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2021-57  
TO APPROPRIATE FUNDS EQUIVALENT TO THE NATIONAL RECREATION AND PARK ASSOCIATION  
(NRPA) GRANT AWARD FOR FISCAL YEAR 2021-22.**

**WHEREAS,** On June 29, 2021, the City Council adopted the Annual Appropriation Resolution No. 2021-57 to appropriate from each of the several funds of the City to each department of the City amounts set forth in the Annual Budget Business and Financial Plan for Fiscal Year 2021-2022.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY:**

**THAT** the annual appropriation for Recreation Parks and Marina is hereby amended as follows:

		<u>Increase/ (Decrease)</u>
TO:	Recreation, Parks & Marina Grant	\$ 40,000
	Total Fund 187	<u>\$ 40,000</u>

**THAT** account titles and numbers requiring adjustment by this Resolution are as follows:

	<u>Sources</u>	<u>Uses</u>
Parks & Water Bond Grant (Prop. 68)		
Revenue:		
A/C No. 187-76600-8675 RPM NRPA -Grant	\$ 40,000	
Appropriations:		
A/C No. 187-91410-8675 RPM NRPA -Contract Services -Infrastructure		\$ 40,000
	<u>\$ 40,000</u>	<u>\$ 40,000</u>

**THAT** the purpose is to appropriate funds into the budget.

**ADOPTED AND PASSED** at a regular meeting of the City Council of the City of Suisun City duly held on the 5th day of October, 2021 by the following vote:

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

**WITNESS** my hand and seal of the said City this 5th day of October 2021.

\_\_\_\_\_  
Anita Skinner  
City Clerk

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## AGENDA TRANSMITTAL

**MEETING DATE:** October 5, 2021

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**CITY AGENDA ITEM:**

Council Adoption of Resolution No. 2021-\_\_: Authorizing the City Manager to Execute a Grant Agreement with the State of California Department of Parks and Recreation Division of Boating and Waterways for the Surrendered and Abandoned Vessel Exchange (SAVE) Program

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**FISCAL IMPACT:** The Surrendered and Abandoned Vessel Exchange (SAVE) program grant will provide \$50,000 for the removal and disposal of surrendered, abandoned, and nuisance vessels. In anticipation of receiving this funding, an appropriation for this purpose was included in the FY2021-22 Budget. The grant requires that the City provide a 10% match, and this will be met by the provision of in-kind services, primarily consisting of the Recreation Manager's time, which is included in the current budget.

---

**STRATEGIC PLAN IMPACT:** Provide Good Governance.

---

**BACKGROUND:** The Suisun City Marina needs a funding source to deal with abandoned, derelict and nuisance vessels in the marina and in waterways located within the City. Removal of abandoned watercraft from the marina and City waterways would beautify the marina, open up additional slip options for potential renters, improve boating safety by reducing navigational hazards, and reduce potential environmental dangers. In order to facilitate these activities, the City applied to the state for a SAVE grant.

By providing funds for the removal of abandoned vessels and providing a turn-in program, the SAVE program grant would be both reactive and proactive. The SAVE program grant may be used for recreational vessels only. Grant funds may not be used for commercial vessels.

---

**STAFF REPORT:** The Surrendered and Abandoned Vessel Exchange (SAVE) program grant funds are comprised of a combination of grant funds from the Abandoned Watercraft Abatement Fund (AWAF) and the Vessel Turn-In Program (VTIP), and grant funds may be used by the City for either purpose. Most cities with marinas and/or public waterways participate in the SAVE Program.

Abandoned vessels, as defined by Harbors and Navigation Code section 522 (a), can be removed by the SAVE program grant funds. The City has been receiving SAVE Grant funding since 2017 to remove derelict vessels, and the majority of funding was utilized. The City continues to have demand for derelict vessel removal and the State recognized the need to continue funding for the Suisun Marina.

No vessel would be removed without the City first making every effort to contact and work with the owner of the vessel. Owners of the vessels would be given ample time to address issues pertaining to their vessel. Removal of a vessel would only occur when all other efforts to remedy the situation have been exhausted.

---

**PREPARED BY:**  
**REVIEWED BY:**  
**APPROVED BY:**

Janet Hull, Recreation Manager  
 Kris Lofthus, Recreation, Parks, and Marina Director  
 Greg Folsom, City Manager

In addition to the removal of abandoned vessels, the SAVE program grant would enable the City to administer a boat turn-in program. This program would provide a no-cost alternative for boat owners who may otherwise consider abandoning a boat. Boat owners would be required to show proof that they are the registered owner and sign a release of interest in the boat.

The City's grant application for a SAVE program grant was approved in the amount of \$50,000. The grant term would be from October 1, 2021 through September 30, 2023. Since the grant application has been approved by the state, it requires the City Council pass a Resolution authorizing the execution of the agreement and naming the signatory of the contract.

---

**RECOMMENDATION:** It is recommended that the City Council:

1. Adopt Resolution No. 2021-\_\_: Authorizing the City Manager to Execute a Grant Agreement with the State of California Department of Parks and Recreation Division of Boating and Waterways for the Surrendered and Abandoned Vessel Exchange (SAVE) Program

---

**ATTACHMENTS:**

1. Resolution No. 2021-\_\_: Authorizing the City Manager to Execute a Grant Agreement with the State of California Department of Parks and Recreation Division of Boating and Waterways for the Surrendered and Abandoned Vessel Exchange (SAVE) Program.
2. SAVE Program Grant Agreement

**RESOLUTION NO. 2021 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT  
WITH THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND  
RECREATION DIVISION OF BOATING AND WATERWAYS FOR THE  
SURRENDERED AND ABANDONED VESSEL EXCHANGE (SAVE) PROGRAM**

**WHEREAS**, the City of Suisun City has applied to the California Department of Parks and Recreation Division of Boating and Waterways for grant funds to provide for the removal and disposal of surrendered, abandoned, and nuisance vessels; and

**WHEREAS**, the Surrendered and Abandoned Vessel Exchange (SAVE) program grant funds are comprised of a combination of grant funds from the Abandoned Watercraft Abatement Fund (AWAF) and the Vessel Turn-In Program (VTIP), and grant funds may be used by the City for either purpose; and

**WHEREAS**, the Division of Boating and Waterways has approved the application for grant funds in the amount of \$50,000; and

**WHEREAS**, the grant requires that the City provide a 10% match that may be met by the provision of in-kind services, primarily consisting of the Recreation Manager's time which is included in the current budget.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Suisun City hereby authorizes the City Manager to take all steps necessary to effectuate and execute the SAVE program grant agreement with the California Department of Parks and Recreation Division of Boating and Waterways.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Suisun City duly held on Tuesday, the 5<sup>th</sup> day of October 5, 2021, by the following vote:

<b>AYES:</b>	Council Members:	_____
<b>NOES:</b>	Council Members:	_____
<b>ABSENT:</b>	Council Members:	_____
<b>ABSTAIN:</b>	Council Members:	_____

**WITNESS** my hand and the seal of said City this 5<sup>th</sup> of October, 2021.

\_\_\_\_\_  
Anita Skinner  
City Clerk

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State of California – Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
DIVISION OF BOATING AND WATERWAYS  
**GRANT AGREEMENT - CERTIFICATE OF FUNDING**

**GRANTEE:** City of Suisun City  
**GRANT TITLE:** SURRENDERED AND ABANDONED VESSEL EXCHANGE (SAVE-21)  
**GRANT AMOUNT:** \$50,000.00  
**GRANT NUMBER:** C21S0608  
**GRANT TERM:** Effective: Date Fully Executed\* through September 30, 2023

The Grantee agrees to the terms and conditions of this agreement, hereinafter referred to as Agreement, and the State of California, acting through its Director of the Department of Parks and Recreation, and pursuant to the State of California agrees to fund the total State grant amount indicated below and in Exhibit F which is a part of the agreement consisting of: Exhibit A "Project Representatives", Exhibit B "Grant Terms and Conditions", Exhibit C "General Terms and Conditions", Exhibit D "Grantee Certification Clauses", Exhibit E "Darfur Contracting Act", Exhibit F "Application/Scope of Work".

Grantee: City of Suisun City	Agency: Department of Parks and Recreation Division of Boating and Waterways
Address: 800 Kellogg Street, Suisun City, CA 94585 9458	ATTN: Ron Kent Address: One Capitol Mall, Suite 500 Sacramento, CA 95814
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name: Keren Dill
Title of Authorized Representative:	Title: Staff Services Manager II
Date:	Date:

**CERTIFICATE OF FUNDING  
(FOR STATE USE ONLY)**

**GRANTEE:** City of Suisun City

**GRANT TITLE:** FY 2021/22 Surrendered and Abandoned Vessel Exchange (SAVE)

**GRANT AMOUNT:** \$50,000.00

**GRANT NUMBER:** C21S0608

**PO NUMBER:**

**GRANT TERM:** Effective: Date Fully Executed\* through September 30, 2023

AGREEMENT NO C21S0608	AMENDMENT NO	SUPPLIER ID 0000012988		PROJECT NO 3790OTHER
AMOUNT ENCUMBERED BY THIS DOCUMENT \$50,000.00	FUND DESCRIPTION Surrendered and Abandoned Vessel Exchange (SAVE-21)		AGENCY BILLING CODE NO 053706	
REPORTING STRUCTURE 37900709	Approp. Ref. Fund 3790-101-0577	CHAPTER 21	STATUTE 2021	FISCAL YEAR 2021/22
BUSINESS UNIT 3790	INDEX N/A	PROGRAM 2855023	ACTIVITY CODE 69992	ACCOUNT 5432000

**STATE OF CALIFORNIA**

Department of Parks and Recreation, Division of Boating and Waterways  
4940 Lang Avenue H Dock  
McClellan Park, CA 95652

**SURRENDERED AND ABANDONED VESSELS EXCHANGE (SAVE)**

**FISCAL YEAR 2021/22**

**EXHIBIT A - PROJECT REPRESENTATIVES**

The services shall be performed in the jurisdiction of: City of Suisun City

State Agency: Division of Boating and Waterways	Grantee (Agency Name): City of Suisun City
Name: Ron Kent	Grantee Representative*: Janet Hull
Title: Program Administrator	Title: Harbormaster
Address: One Capitol Mall, Suite 500 Sacramento, CA 95814	Mailing Address: 800 Kellogg Street, Suisun City, CA 94585 9458
	Remit to Address: {remit_add_str} {remit_city_st_str}
Phone: (916) 327-1825	Phone: (707) 429-2628
Fax:	Fax:
Email: ron.kent@parks.ca.gov	Email: jhull@suisun.com

\* Grantee representative information may only be changed by giving 30 days written notice to DBW.

## EXHIBIT B - GRANT TERMS AND CONDITIONS

### SURRENDERED AND ABANDONED VESSEL EXCHANGE (SAVE) GRANT PROGRAM

1. **PURPOSE OF THE PROGRAM:**

Pursuant to its authority under Harbors and Navigation Code (HNC) section 525(1)(a), the Division of Boating and Waterways (DBW) wishes to contract with Grantee for the removal and disposal of:

- a. Abandoned property as described in HNC 522 (below) within Grantee's jurisdiction as listed in Exhibit A.

**HNC Section 522:** "Any hulk, derelict, wreck, or parts of any ship, vessel, or other watercraft sunk, beached, or allowed to remain in an unseaworthy or dilapidated condition upon publicly owned submerged lands, salt marsh, or tidelands within the corporate limits of any municipal corporation or other public corporation or entity having jurisdiction or control over those lands, without its consent expressed by resolution of its legislative body, for a period longer than 30 days without a watchman or other person being maintained upon or near and in charge of the property, is abandoned property."

- b. Surrendered vessels as defined in HNC 526.1

**HNC Section 526.1:** "surrendered vessel" means a recreational vessel that the verified titleholder has willingly surrendered to a willing public agency under both of the following conditions:

- (a) The public agency has determined, in its sole discretion, that the vessel is in danger of being abandoned, and therefore has a likelihood of causing environmental degradation or becoming a hazard to navigation.
  - (b) The decision to accept a vessel is based solely on the potential of the vessel to likely be abandoned and cause environmental degradation or become a hazard to navigation."
- c. Wrecked or dismantled vessels, or parts thereof, or any other partially submerged object that pose a substantial hazard to navigation, from navigable waterways or adjacent public property, or private property with the landowner's consent.
- d. The funds provided under this Agreement **shall not** be utilized for surrender, abatement, removal, storage, or disposal of commercial vessels. Commercial vessels include those vessels for which the most recent registration or documentation was commercial, even though that registration or documentation may have lapsed.
- e. If Grantee is reimbursed for the costs related to the surrender, abatement, removal, storage, and/or disposal of an eligible water hazard by the registered or legal owner or other person or entity known to have an interest in the water hazard, then the water hazard shall no longer be eligible for funding under this Agreement. Grantee shall notify DBW in writing of such reimbursement and shall return all funds disbursed by DBW to Grantee with respect to such water hazard immediately.
- f. Vessels listed in Exhibit F Application/Scope of Work are considered solely a demonstration of the agency's need for funding, not an approval that the individual vessels are eligible for SAVE funding.

2. **RIGHT OF INSPECTION**

Grantee shall allow DBW and other state agency representatives, at any reasonable time, to inspect any site where Grantee or its subcontractors are performing work under this Agreement.

3. **ANNUAL MEETING**

Grantee's representative or alternate shall participate in an annual one-day video or phone conference conducted by DBW during the term of this agreement. Should the Grantee or representative be unable to attend the meeting and cannot provide a substitute from the agency, the Grantee must forward a letter to DBW stating the reason why they cannot attend. DBW must grant approval in writing in order for the Grantee not to be in breach of this Agreement for failure to attend.

Grantee agrees to complete the scope of work submitted in its application in a timely fashion.

4. **HAZARDOUS MATERIALS**

Grantee shall be responsible for securing any necessary or prudent studies, permits, or authorizations associated with treatment, removal, storage, or any other handling of hazardous substances including, but not limited to, toxic waste, petroleum waste, asbestos, and similar substances, prior to the removal of any vessel and water hazard pursuant to this Agreement.

Grantee shall be responsible for the proper and lawful handling, abatement, removal, storage, and/or disposal of any hazardous substances encountered in the execution of this Agreement.

5. **TITLES AND LIENS**

- a. **Abandoned vessels:** Grantee shall comply with all relevant provisions of the Harbors and Navigation Code regarding notices, hearings and liens in the performance of this Agreement. Grantee (in conjunction with local law enforcement) shall conduct a title search for all vessels presumed to be abandoned, as provided by Harbors and Navigation Code section 526.
- b. **Surrendered vessels:** Grantee shall comply with all relevant provisions of Harbors and Navigation Code section 526.1 in the performance of this Agreement, requiring that a surrendered vessel be that of the "verified titleholder."
- c. Grantee shall comply with all Department of Motor Vehicles notification requirements related to the disposal of vessels and trailers.

6. **GRANTEE CITATIONS - ABANDONED VESSELS**

Grantee shall, in accordance with HNC 525(a-c), issue the last registered vessel owner a citation for abandoning a vessel and impose a fine of not less than \$1,000 nor more than \$3,000 for violation of this section.

7. **MEDIA**

Grantee agrees to acknowledge DBW's financial support whenever work funded by this Agreement is publicized in any news media, brochures, or other type of promotional material.

8. **MEDIA MATERIALS RELEASE**

Grantee agrees to irrevocably grant to California State Parks, Division of Boating and Waterways, its employees, officers, agents, and assigns (hereinafter referred to as "DBW"), the non-exclusive, royalty-free, perpetual and worldwide right and permission to use,

reproduce, publish, copy, distribute, alter, license, adapt, and display the photographs, motion pictures, caption information, and/or written quotes (hereinafter referred to collectively as "Photographs"), that the Grantee has submitted to DBW for art, editorial, advertising, marketing, trade, broadcast, print, educational programs, or any other lawful purpose whatsoever, in any and all media. In connection with the foregoing license, the Grantee agrees not to use, reproduce, adapt, or display the Photographs, or allow others to do so, in a manner that tends to subject DBW or its Abandoned Watercraft Abatement Fund Grants (AWAF), Vessel Turn In Program (VTIP) and/or Surrendered and Abandoned Vessel Exchange (SAVE) programs to ridicule, disparagement, mockery, satire, or that could tarnish the image of the DBW's AWAF, VTIP, and/or SAVE programs. Grantee hereby releases and discharges DBW from any and all claims and demands arising out of or in connection with the use of the Photographs, including without limitations, any and all claims for libel, defamation, invasion of privacy, and/or publicity rights. DBW assumes no responsibility for lost or damaged Photographs or for the use of same. DBW may sell, assign, license, or transfer all rights granted to it hereunder.

Grantee also grants DBW and its licensees the unrestricted right to use and disclose its name in connection with use of the Photographs. The Grantee understands that it will not be paid for any use or right granted herein.

Grantee understands and agrees that the Photographs may be used in whole or in part, at any time. The license granted herein to DBW includes the right and permission to conduct or have conducted such alterations to the Photographs as DBW deems necessary. Grantee releases and discharges DBW and agrees to indemnify and hold DBW harmless from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form, loss or damage, whether intentional or otherwise, that may occur in the use of the Photographs. Grantee waives any right to inspect or approve any finished product, advertising or other copy that may be used in connection therewith or the use to which it may be applied.

Grantee declares and avows that the Photographs it is submitting to DBW are its own original work in all respects. Grantee is the sole and exclusive owner of the Photographs; they are free, clear, and unencumbered. No part of them is taken from or based on any other work; no part infringes the copyright or any other right of any person; and the reproduction, publication, exhibition, or any other use by DBW of the Photographs in any form whatever will not in any way, directly or indirectly, infringe on the rights of any person. Grantee agrees to indemnify and hold DBW harmless from and against any and all loss, damage, costs, charges, legal fees, recoveries, judgments, amounts paid in settlement, penalties, and expenses that may be obtained against, imposed on, or suffered by DBW by reason of (1) any violation or infringement of any proprietary right or copyright; or (2) any libelous or unlawful matter contained in the Photographs. Grantee also agrees to indemnify and hold DBW harmless for any such amounts arising from its breach of any covenant, representation, or warranty of this agreement.

## **9. PERMITS AND DOCUMENTATION**

Prior to the removal of any abandoned vessel, eligible water hazard, or surrendered vessel, Grantee shall obtain all necessary permits, authorizations, and documentation necessitated by any applicable provision of law.

**10. SECURING OF BIDS**

Grantee shall comply with any applicable laws and regulations governing the competitive bidding process when awarding subcontracts under this Agreement. Grantee, upon request, must make available to DBW procurement documents such as requests for proposal, invitations for bid and independent cost estimates,

**11. CONTRACTS WITH SERVICE PROVIDERS**

All contracts/executed agreements with service providers for which grantee will seek reimbursement must be in writing and shall be executed (signed) prior to commencement of any and all work completed. Grantee will provide to DBW copies of all executed agreements with service providers who are performing work funded by this SAVE grant. Grantee shall provide DBW with a certificate of insurance from any contractor(s) and subcontractor(s) prior to the commencement of any work under this Agreement. Grantee's agreement number (C21SXXXX) must appear on the certificate of insurance.

**12. SUBCONTRACTORS**

Grantee agrees that it shall guarantee and shall be responsible for ensuring that any and all of its contractors and subcontractors hold a valid business license and carry general commercial liability insurance coverage sufficient to fully insure against any and all risks of hazardous activities associated with the work to be performed under this Agreement; and Grantee agrees that if any of Grantee's contractors or subcontractors fail to fulfill any of these requirements, that Grantee itself carries general commercial liability insurance coverage sufficient to fully insure against any and all risks of hazardous activities associated with the work to be performed under this Agreement, whether performed by the Grantee, Grantee's contractor(s), or Grantee's subcontractor(s). Grantee shall provide DBW with a certificate of insurance from any contractor(s) and subcontractor(s) prior to the commencement of any work under this Agreement. Grantee's agreement number (C21SXXXX) must appear on the certificate of insurance.

**13. TRAFFIC CONTROL AND TRAFFIC SAFETY**

Grantee shall provide for adequate traffic control and safety measures at any site where Grantee and its subcontractors will perform any work under this Agreement.

**14. AIR OR WATER POLLUTION VIOLATION**

Grantee warrants that it is not (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Water Code section 13301 for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**15. ENTIRE AGREEMENT**

This Agreement consists of the terms of this Agreement and all attachments, which are expressly incorporated herein. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required.

**16. APPROVAL OF AGREEMENT AND AMENDMENTS**

This Agreement and any variation thereto is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Commencement of performance prior to approval of this Agreement will be at the Grantee's own risk.

**17. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENT**

There are no Disabled Veteran Business Enterprise participation requirements with this agreement.

**18. AUTHORITY TO CONTRACT**

Grantee must provide DBW with evidence of its authority to enter into this Agreement. Grantee may provide a delegation of contracting authority from its local governing body that by law has authority to contract. Alternatively, Grantee shall provide DBW with a resolution, order, motion, or ordinance of its local governing body that by law has authority to contract, authorizing execution of this Agreement.

**19. COMPLIANCE WITH LAW AND REGULATIONS**

Grantee and its subcontractor(s) shall comply with all applicable laws and regulations of the State of California for all work to be performed under this Agreement. By signing this Agreement, Grantee certifies its compliance and the compliance of all subcontractors with: (a) applicable provisions of the California Environmental Quality Act; (b) Nondiscrimination Program requirements of Government Code section 12990 (a-f) and Title 2, California Code of Regulations, section 8103 (and section 8113 in contracts over \$5,000) along with section 7285 et. seq. of the Fair Employment and Housing Act; (c) Drug-Free Workplace requirement of Government Code section 8350 et seq.; (d) National Labor Relations Board Certification of Public Contract Code section 10296; (e) Workers' Compensation requirement of Labor Code section 3700; and (f) Americans with Disabilities Act regulations issued pursuant to 42 U.S.C. section 12101 et seq.

**20. INDEPENDENT CONTRACTOR**

Grantee and its employees are independent contractors and shall not be considered officers or employees of DBW or agents of the State of California.

**21. INSURANCE REQUIREMENTS**

The abatement, removal, storage, and /or disposal of vessels under this Agreement is a hazardous activity. Grantee therefore must maintain commercial general liability insurance in an amount and of a type acceptable to DBW and to the Department of General Services/ Office of Risk and Insurance Management (ORIM).

**a. GENERAL PROVISIONS APPLYING TO ALL POLICIES**

**1. Coverage Term**

Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the grant, a new certificate must be received by the DBW at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the grant.

**2. Policy cancellation or termination & notice of non-renewal**

Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the DBW. In the event Grantee fails to keep in effect at all times the specified insurance coverage, the DBW may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

3. Deductible

Grantee is responsible for any deductible or self-insured retention contained within their insurance program.

4. Primary clause

Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.

5. Insurance carrier required rating

All insurance companies must carry a rating acceptable to ORIM. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required by DBW or ORIM.

6. Endorsements

Any required endorsements requested by the DBW must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7. Inadequate Insurance

Inadequate or lack of insurance does not negate the Grantee's obligations under the Agreement.

8. Use of Subcontractors

In the case of Grantee's utilization of subcontractors to complete the contracted scope of work, Grantee shall include all subcontractors as insured's under Grantee's insurance or supply evidence of subcontractor's insurance to the State when requested equal to policies, coverages, and limits required of Grantee.

b. **INSURANCE REQUIREMENTS**

1. Commercial General Liability

The Grantee shall maintain general liability on an occurrence form with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent subcontractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability. The policy must include:

"The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the agreement."

This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management.

In the case of Grantee's utilization of subcontractors to complete the contracted scope of work, Grantee shall include all subcontractors as

insured's under Grantee's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Grantee.

2. Automobile Liability

The Grantee shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

3. Watercraft Liability

The Grantee shall maintain watercraft liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of the maintenance and use of any watercraft (owned, hired or non-owned). The policy must include:

"The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed that is connected with or related to the activities contemplated in this Agreement."

This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management.

4. Workers Compensation and Employers Liability

The Grantee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under agreement with the State. A Waiver of Subrogation or Right to Recover endorsement in favor of the State must be attached to certificate.

If applicable, Grantee shall provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees. By signing this agreement, Grantee acknowledges compliance with these regulations.

c. **ENVIRONMENTAL/POLLUTION LIABILITY**

Grantee shall maintain Pollution Liability for limits not less than \$1,000,000 occurrence covering the Grantee's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this agreement. The policy must include:

"The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the agreement."

This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management.

Coverage shall be provided for both work performed on site and during transportation as well as proper disposal of hazardous materials.

d. **SELF INSURANCE**

If the Grantee is self-insured for a portion or all of its insurance, the Grantee shall provide evidence of self-insurance when requested by DBW. Review of financial information including a letter of credit may be required. The DBW reserves the right to request financial information.

e. **STATEMENT OF INSURANCE COVERAGE:**

Grantee certifies and agrees that they have all required insurance coverages as stated in the grant agreement, which will be in effect for the entire term of the agreement.

**Approver initials :**

**Date:**

**Name:**

**Title:**

**22. TERMINATION**

- a. DBW may terminate this Agreement for any reason upon thirty (30) days written notice to Grantee.
- b. If the Grantee fails to keep the required insurance in effect at all times during the term of this agreement, DBW may, in addition to other remedies it may have, terminate this agreement upon two days written notice.
- c. DBW may, by two-day written notice to Grantee and without any prejudice to its other remedies, terminate this agreement because of failure of Grantee to fulfill any of the requirements of this agreement.
- d. Upon receipt of any notice terminating this Agreement, Grantee shall immediately discontinue all removal and disposal activities affected, unless the notice directs otherwise. In such event, DBW shall pay Grantee only for removal and disposal activities completed prior to the termination date.
- e. Upon termination of this agreement, Grantee shall promptly return all advanced funds. At DBW's sole discretion, DBW may offer an opportunity to cure any breach prior to terminating for default.

**23. ASSIGNMENT**

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

**24. MATCHING 10% REQUIREMENT**

- a. Section 525(C) of the Harbors and Navigation Code states, "A grant awarded by the department pursuant to subparagraph (A) shall be matched by a 10% contribution from the local agency receiving the grant."
- b. The 10% contribution is in addition to funds awarded in the grant and may be made by cash and/or in-kind contributions from agency's personnel hours (net hourly rate only with no benefits included) for work completed directly toward SAVE program items as listed below (Part 24, 1 (a - b). Other SAVE-related expenses may be used with advance DBW approval in writing.
- c. If using personnel hours for in-kind match, only net, raw hours will be accepted, and

verification of in-kind contribution is required with reimbursement request(s). The statement of in-kind hours must be on the form provided by DBW through the Online Grants Application (OLGA), or available upon request, and must include:

- I. Activity date
  - II. Vessel/issue name or description
  - III. Personnel name
  - IV. Description of SAVE program service provided
  - V. Number of hours provided by each person
  - VI. Hourly rate and total value
- d. The burden of proof in complying with the 10-percent contribution requirement is the responsibility of the grantee. Funds will not be disbursed until the grantee has provided DBW with acceptable documentation that it complied with the 10-percent contribution requirement for each disbursement.

## 25 **BUDGET DETAIL AND PAYMENT PROVISIONS**

### 1. **Covered Expenses and Reimbursement Claims Processes**

- a. DBW will reimburse the following contract-negotiated rate expenditures provided by Grantee's contracted service providers, contractors and/or subcontractors, within the scope of the SAVE program for **abandoned** vessels:
  1. Raising of submerged vessels
  2. Vessel removal from accessible locations
  3. Hazardous materials (hazmat) removal and disposal
  4. Towing
  5. Storage
    - i. Without lien sale: 60 days maximum
    - ii. With lien sale: 90 days maximum with justification
    - iii. If stored onsite at Grantee's facility, 50% of the normal rate of charge to the public will be reimbursed, and fee schedule is required for verification.
  6. Lien sale expenses: fees charged by lien sale service companies, postage, DMV fees, and advertising costs
  7. Public notice advertising
  8. Vessel appraisal
  9. Salvage and demolition
- b. DBW will reimburse the following contract-negotiated rate expenditures provided by Grantee's contracted service providers, contractors and/or subcontractors, within the scope of the SAVE program for **surrendered** vessels:
  1. Vessel and/or hazardous material removal and disposal
  2. Towing from grantee's facility to landfill
  3. Demolition

- c. Ineligible expenses include hand tools, consumables, grantee direct staffing, time and materials from subcontractors, etc. without prior written approval from DBW.
- d. Other expenses may be considered with advance written approval from DBW.

**2. Reimbursement claim forms:**

Reimbursement claim forms are available in DBW's Online Grant Application System (OLGA) or upon request. Grantee must sign and date each reimbursement claim form in blue ink and submit with the following documents to DBW:

i. **Invoices from service providers, contractors and/or subcontractors to Grantee:**

Invoices must contain the following:

- a. Name and address of Grantee
- b. Contract or invoice number
- c. Description of service performed
- d. Date the service was performed
- e. Location of each service
- f. Vessel name, CF# or HIN# if available; otherwise, description of vessel

ii. **Proof of payment for all invoices.**

The following acceptable forms of proof are:

- a. Cancelled check (with bank's cancelled stamp on back of check copy)
- b. Credit card statement with charge and payment posted, along with copy of charge slip
- c. Invoices from service provider showing zero balance.
- d. Proof of Accounting Clearing House (ACH) or Electronic transfer showing date, amount and transaction confirmation number.

iii. **10% in-kind match contribution statement:**

- a. If Grantee is matching the 10% requirement with in-kind services, complete the DPR265 Itemized 10% In-kind Contribution Statement located in OLGA or available upon request.
- b. Only net hourly rates will be accepted. Grantee must include verification of net rates with first claim and each time rates change.

iv. **Photos of vessels (Required)**

- 1. **One photo** showing CF number (if available). If the CF number is not visible/available, photo must show description used on claim form.

v. **For Surrendered Vessels ONLY:**

Statement of Vessel Release of Interest and Ownership: to be completed and signed by vessel owner(s) and SAVE agency representative (SAVE AGENCY ONLY section). Grantee may use their own release form ONLY if DBW approved the grantee's release form. DBW release form can be downloaded from OLGA.

One proof of vessel ownership must be provided. This can be a copy of the Certification of Ownership (title/pink slip or Coast Guard document) signed by the owner, a pre-printed DMV form Reg138 completed and signed by vessel owner; DMV registration form; or a DMV issued junk slip. Power of

Attorney or marina lien documents are also acceptable. Keep the originals and provide DBW with copies.

NOTE: Vessel ownership verification is required; however, it is not required that boat owners bring their registration up to date to surrender their vessel through the VTIP.

- vi. DO NOT INCLUDE DOCUMENTATION THAT IS NOT REQUIRED such as incident reports, CLETS printouts, internal routing forms, accounting journals, etc.
- 3. Submit one (1) hard copy and one (1) electronic copy of each reimbursement claim form and all supporting document (as identified

**Division of Boating and Waterways**

**4940 Lang Avenue H Block**

**McClellan Park, CA 95652**

**Attention: SAVE Unit**

Email: ron.kent@parks.ca.gov

- 4. Submission of fraudulent invoices or other claim documentation is a breach of this Agreement, which shall result in forfeiture o
- 5. All requests for payment must be submitted to DBW no later than 45 days after the expiration date of the agreement. DBW is not o

**26. BUDGET CONTINGENCY CLAUSE**

- A. 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 be of no further force and effect. In this event, DBW shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DBW shall have the option to either cancel this Agreement with no liability occurring to DBW, or offer an agreement amendment to Grantee to reflect the reduced amount.

**27. INDEMNIFICATION**

Grantee shall be responsible for, and DPR shall not be answerable or accountable in any manner for, any loss or expense by reason of any damage or injury to person or property, or both, arising out of or related in any way to activities carried out by Grantee, its agents, officers, contractors, subcontractors and/or employees, under this Agreement Grantee shall protect, hold harmless, indemnify and defend DPR, its agents, officers, and/or employees against any and all actions, claims, and damages to persons or property, penalties, obligations and liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization or person arising out of or in connection with Grantee or Grantee's contractor's or subcontractor's activities hereunder, whether or not there is concurrent passive negligence on the part of DPR, its agents, officers, and/or employees.

**28. FUNDS ASSIST**

The Funds Assist process has been developed by DBW as a method for grantees with

excessive, unused funds to assist other participating SAVE agencies in need. Funds Assist is a voluntary action (by both agencies) until within three (3) months of the expiration date of the grant at which time it will become a required action of those agencies with remaining grant balances, at DBW's discretion.

The Funds Assist process works as follows:

- a. An introduction is made by DBW between the agency with excessive funds (Agency A) and the agency in need (Agency B).
- b. A deadline shall be imposed by DBW for the work to be completed by Agency B.
- c. Agency B pays for all contractor invoices, as is required with the SAVE grant.
- d. The 10% required match is the obligation of Agency B and may be met with cash, in-kind services, or a combination of both.
- e. To obtain reimbursement, Agency B will be required to supply the following to Agency A:
  - i. A Tax Identification Form (W-9)
  - ii. All requirements/documents apply as outlined in this agreement under #24
  - iii. A statement on Agency B's letterhead invoicing Agency A for the total reimbursement request.
  - iv. Copies of completed forms and support documents to DBW for pre-approval.
- f. Agency A completes the following actions:
  - i. Upon approval by DBW, pay Agency B the invoiced amount within 30 days and record as a pass-through grant (or use your accounting method preference).
  - ii. Complete DBW's Abandoned Vessel and/or Surrendered Vessel Reimbursement Claim Form and attach all supporting documents as listed in item b, c & d above, including the verification of payment to Agency B i.e., cancelled check or statement from Agency B of payment received.
  - iii. Email the documents to the DBW program administrator for review. Once reviewed and approved, send finalized claim forms to DBW for payment processing.

DBW will act as a courtesy liaison between the agencies to ensure (as much as possible) that documents are correctly processed.

## **29. FUNDS ASSIST INDEMNIFICATION**

Grantee and sub grantee (hereafter known as Agency A and Agency B respectively) shall be responsible for, and DPR shall not be answerable or accountable in any manner for, any loss or expense by reason of any damage or injury to person or property, or both, arising out of or related in any way to activities carried out by Agency A and B, its agents, officers, contractors, subcontractors and/or employees, under this Agreement Agency A and B shall protect, hold harmless, indemnify and defend DPR, its agents, officers, and/or employees against any and all actions, claims, and damages to persons or property, penalties, obligations and liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization or person arising out of or in connection with Agency A and B's contractor's or subcontractor's activities hereunder, whether or not there is concurrent passive negligence on the part of DPR, its agents, officers,

and/or employees.

If Agency B is a recipient of a current SAVE grant, as depleted or with insufficient funds for removal project, and receives assistance through the Funds Assist process, all provisions of the SAVE grant applies.

Approver initials: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**30. 90-DAY RETURN OF GRANT DOCUMENTS TO DBW**

Grant agreements issued to the awarded agency must be completed and returned within 90 days of the date of issuance according to the instructions issued by DBW with the grant agreement. If extenuating circumstances prevent the ability of the agency to meet this deadline, approval from DBW must be obtained in writing. DBW retains the right to determine approval or denial of extensions.

**31. ANTI-CORRUPTION**

SAVE grantees are required to report to DBW any written, suggested, or verbally implied cases whereby a contractor, subcontractor or other service provider increases their fee(s) due to the existence of a Grantee's SAVE grant, or inquires about the amount/balance of a SAVE grant in order to increase their fee(s), for possible investigation of price gouging. A two year history of charges applied to work of all known SAVE grant work by that contractor will be required by DBW for review.

EXHIBIT C

**GENERAL TERMS AND CONDITIONS**

**1. APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Grantee may not commence performance until such approval has been obtained.

**2. EFFECTIVE DATE:**

Effective date means either the start date or the approval date by the Department of General Services (DGS), whichever is later. In cases where DGS approval is not required, this Agreement is of no force or effect until the date of the last DBW signature. No work shall commence until the effective date.

**3. AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

**4. ASSIGNMENT:**

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

**5. AUDIT:**

Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.** Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

**6. INDEMNIFICATION:**

Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the subcontractor or Grantee in the performance of this Agreement.

**7. DISPUTES:**

Grantee shall continue with the responsibilities under this Agreement during any dispute.

**8. TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner

herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee upon demand.

**9. RECYCLING CERTIFICATION:**

The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. GRANTEE shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.(See Cal. Code Regs., tit. 2, §11105.)

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The GRANTEE CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, as outlined in Exhibit B, item #24.

**14. GOVERNING LAW:**

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

**15. ANTITRUST CLAIMS:**

The Grantee by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
  - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
  - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:**

For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and

compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**17. UNENFORCEABLE PROVISION:**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**18. PRIORITY HIRING CONSIDERATIONS:**

If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Agreement Grantee made a commitment to achieve small business participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Agreement Grantee made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Grantee received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Grantee; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D**

**GRANTEE CERTIFICATION CLAUSES**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Grantee to the clause(s) listed below. This certification is made under the laws of the State of California.

Grantee Agency Name (Printed)		Federal ID Number
City of Suisun City		94-6000437
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	
	Solano	

**GRANTEE CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

**2. DRUG-FREE WORKPLACE REQUIREMENTS:**

Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification, or violated the certification by failing to

carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court, which orders Grantee to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the agreement equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state agreement for legal services, and may be taken into account when determining the award of future contracts/agreements with the State for legal services.

**5. EXPATRIATE CORPORATIONS:**

Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).

**7. DOMESTIC PARTNERS:**

For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.3.

**8. GENDER IDENTITY:**

For contracts of \$100,000 or more, GRANTEE certifies that GRANTEE is in compliance with Public Contract Code section 10295.35.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

**1. CONFLICT OF INTEREST:**

Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

**2. LABOR CODE/WORKERS' COMPENSATION:**

Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

**3. AMERICANS WITH DISABILITIES ACT:**

Grantee assures the State that it complies with 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.)

**4. GRANTEE NAME CHANGE:**

An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment. Any changes of the Grantee's representative shall be notified to DBW within 30 days written notice on Grantee's letterhead.

**5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**6. RESOLUTION:**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**7. AIR OR WATER POLLUTION VIOLATION:**

Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**8. PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all Grantees that are not another state agency or other governmental entity.

### **EXHIBIT E – DARFUR CONTRACTING ACT**

If your agency hires a contractor to complete work under this grant, the contractor must fill out and sign the Darfur Contracting Act form prior to execution of the contract. A Sample of The Darfur Contracting Act form is provided on the next page; this form (DGS PD 1) can also be downloaded from the California Department of General Services website.

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency. (See # 1 on the sample Attachment).

**The following sample Attachment may be included in an IFB or RFP to satisfy the Act’s certification requirements of bidders and proposers.**

## EXHIBIT E – DARFUR CONTRACTING ACT

### SAMPLE FORM

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States.

For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

### OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed) {grantee_name}	Federal ID Number {fed_id}
By (Authorized Signature) {agy_sign_name}	Date {agy_sign_dt}
Printed Name and Title of Person Signing {agy_sign_name}, {agy_sign_dsg}	

### OPTION #2 - WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed) {grantee_name}	Federal ID Number {fed_id}
By (Authorized Signature) {agy_sign_name}	Date {agy_sign_dt}
Printed Name and Title of Person Signing {agy_sign_name}, {agy_sign_dsg}	

**General****1 Applicant Information**

- a. Applicant Name City of Suisun City
- b. Organizational Unit
- c. Address 701 Civic Center Blvd.
- d. Address 2
- e. City Suisun City State CA Zip 94585
- f. Federal ID Number 94-6000437 Reference No.
- g. Agency Type
- ☒ City ☐ County
- ☐ Federally or State Recognized Native American Tribe ☐ District

**2 Project Information**

- a. Project Name Surrendered and Abandoned Vessel Exchange (SAVE) Fiscal Year 2021/2022
- b. Is implementing agency same as Applicant ☒ Yes ☐ No
- c. Implementing Agency Name
- d. Project Start Date Oct-01-2021 End Date Sep-30-2023
- e. Amount of Funds Requested \$50,000.00 Project Cost \$55,000.00

EXHIBIT F - Grant Application: Letter of Intent, Scope of Work and Work Plan

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**3 Contacts**

## a. Project Administrator

Name	Janet Hull				
Title	Harbormaster				
Mailing Address	800 Kellogg Street				
City	Suisun City	State	CA	Zip	94585-9458
Telephone	(707) 429-2628			Fax	
E-mail Address	jhull@suisun.com				

**1. Minimum Qualifications**

1. Does your agency have an enforcement program to address abandoned boats? ☒ Yes ☐ No

If Yes, describe

The Suisun City Harbormaster along with the Suisun City Police Department have been tasked with the enforcement and removal of abandoned vessels on the sloughs and waterway in or around the City of Suisun City.

2. Attach ordinance, resolution, or municipal code authorizing your agency's involvement and its jurisdiction for prevention and removal of abandoned vessels and accepting surrendered vessels.

[29337\\_0\\_707\\_SC Ord. 21.06.010 \\_c\\_.pdf](#)

## EXHIBIT F - Grant Application: Letter of Intent, Scope of Work and Work Plan

**1. California State Senate Districts**

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL ([http://www.legislature.ca.gov/legislators\\_and\\_districts/districts/districts.html](http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html)) in your browser to determine the State Senate district(s).

- |  |  |   |  |  |
|--|--|---|--|--|
| <input type="checkbox"/> State Senate 01 | <input type="checkbox"/> State Senate 02 | <input checked="" type="checkbox"/> State Senate 03 | <input type="checkbox"/> State Senate 04 | <input type="checkbox"/> State Senate 05 |
| <input type="checkbox"/> State Senate 06 | <input type="checkbox"/> State Senate 07 | <input type="checkbox"/> State Senate 08            | <input type="checkbox"/> State Senate 09 | <input type="checkbox"/> State Senate 10 |
| <input type="checkbox"/> State Senate 11 | <input type="checkbox"/> State Senate 12 | <input type="checkbox"/> State Senate 13            | <input type="checkbox"/> State Senate 14 | <input type="checkbox"/> State Senate 15 |
| <input type="checkbox"/> State Senate 16 | <input type="checkbox"/> State Senate 17 | <input type="checkbox"/> State Senate 18            | <input type="checkbox"/> State Senate 19 | <input type="checkbox"/> State Senate 20 |
| <input type="checkbox"/> State Senate 21 | <input type="checkbox"/> State Senate 22 | <input type="checkbox"/> State Senate 23            | <input type="checkbox"/> State Senate 24 | <input type="checkbox"/> State Senate 25 |
| <input type="checkbox"/> State Senate 26 | <input type="checkbox"/> State Senate 27 | <input type="checkbox"/> State Senate 28            | <input type="checkbox"/> State Senate 29 | <input type="checkbox"/> State Senate 30 |
| <input type="checkbox"/> State Senate 31 | <input type="checkbox"/> State Senate 32 | <input type="checkbox"/> State Senate 33            | <input type="checkbox"/> State Senate 34 | <input type="checkbox"/> State Senate 35 |
| <input type="checkbox"/> State Senate 36 | <input type="checkbox"/> State Senate 37 | <input type="checkbox"/> State Senate 38            | <input type="checkbox"/> State Senate 39 | <input type="checkbox"/> State Senate 40 |

**2. California State Assembly Districts**

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL ([http://www.legislature.ca.gov/legislators\\_and\\_districts/districts/districts.html](http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html)) in your browser to determine the State Assembly district(s).

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> State Assembly 01 | <input type="checkbox"/> State Assembly 02 | <input type="checkbox"/> State Assembly 03            | <input type="checkbox"/> State Assembly 04 |
| <input type="checkbox"/> State Assembly 05 | <input type="checkbox"/> State Assembly 06 | <input type="checkbox"/> State Assembly 07            | <input type="checkbox"/> State Assembly 08 |
| <input type="checkbox"/> State Assembly 09 | <input type="checkbox"/> State Assembly 10 | <input checked="" type="checkbox"/> State Assembly 11 | <input type="checkbox"/> State Assembly 12 |
| <input type="checkbox"/> State Assembly 13 | <input type="checkbox"/> State Assembly 14 | <input type="checkbox"/> State Assembly 15            | <input type="checkbox"/> State Assembly 16 |
| <input type="checkbox"/> State Assembly 17 | <input type="checkbox"/> State Assembly 18 | <input type="checkbox"/> State Assembly 19            | <input type="checkbox"/> State Assembly 20 |
| <input type="checkbox"/> State Assembly 21 | <input type="checkbox"/> State Assembly 22 | <input type="checkbox"/> State Assembly 23            | <input type="checkbox"/> State Assembly 24 |
| <input type="checkbox"/> State Assembly 25 | <input type="checkbox"/> State Assembly 26 | <input type="checkbox"/> State Assembly 27            | <input type="checkbox"/> State Assembly 28 |
| <input type="checkbox"/> State Assembly 29 | <input type="checkbox"/> State Assembly 30 | <input type="checkbox"/> State Assembly 31            | <input type="checkbox"/> State Assembly 32 |
| <input type="checkbox"/> State Assembly 33 | <input type="checkbox"/> State Assembly 34 | <input type="checkbox"/> State Assembly 35            | <input type="checkbox"/> State Assembly 36 |
| <input type="checkbox"/> State Assembly 37 | <input type="checkbox"/> State Assembly 38 | <input type="checkbox"/> State Assembly 39            | <input type="checkbox"/> State Assembly 40 |
| <input type="checkbox"/> State Assembly 41 | <input type="checkbox"/> State Assembly 42 | <input type="checkbox"/> State Assembly 43            | <input type="checkbox"/> State Assembly 44 |
| <input type="checkbox"/> State Assembly 45 | <input type="checkbox"/> State Assembly 46 | <input type="checkbox"/> State Assembly 47            | <input type="checkbox"/> State Assembly 48 |
| <input type="checkbox"/> State Assembly 49 | <input type="checkbox"/> State Assembly 50 | <input type="checkbox"/> State Assembly 51            | <input type="checkbox"/> State Assembly 52 |
| <input type="checkbox"/> State Assembly 53 | <input type="checkbox"/> State Assembly 54 | <input type="checkbox"/> State Assembly 55            | <input type="checkbox"/> State Assembly 56 |
| <input type="checkbox"/> State Assembly 57 | <input type="checkbox"/> State Assembly 58 | <input type="checkbox"/> State Assembly 59            | <input type="checkbox"/> State Assembly 60 |
| <input type="checkbox"/> State Assembly 61 | <input type="checkbox"/> State Assembly 62 | <input type="checkbox"/> State Assembly 63            | <input type="checkbox"/> State Assembly 64 |
| <input type="checkbox"/> State Assembly 65 | <input type="checkbox"/> State Assembly 66 | <input type="checkbox"/> State Assembly 67            | <input type="checkbox"/> State Assembly 68 |
| <input type="checkbox"/> State Assembly 69 | <input type="checkbox"/> State Assembly 70 | <input type="checkbox"/> State Assembly 71            | <input type="checkbox"/> State Assembly 72 |
| <input type="checkbox"/> State Assembly 73 | <input type="checkbox"/> State Assembly 74 | <input type="checkbox"/> State Assembly 75            | <input type="checkbox"/> State Assembly 76 |
| <input type="checkbox"/> State Assembly 77 | <input type="checkbox"/> State Assembly 78 | <input type="checkbox"/> State Assembly 79            | <input type="checkbox"/> State Assembly 80 |

**3. California Congressional Districts**

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (<https://www.govtrack.us/congress/members/CA>) in your browser to determine the Congressional district(s).

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Congressional District 1 | <input type="checkbox"/> Congressional District 2 | <input checked="" type="checkbox"/> Congressional District 3 |
| <input type="checkbox"/> Congressional District 4 | <input type="checkbox"/> Congressional District 5 | <input type="checkbox"/> Congressional District 6            |

## EXHIBIT F - Grant Application: Letter of Intent, Scope of Work and Work Plan

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Congressional District 7  | <input type="checkbox"/> Congressional District 8  | <input type="checkbox"/> Congressional District 9  |
| <input type="checkbox"/> Congressional District 10 | <input type="checkbox"/> Congressional District 11 | <input type="checkbox"/> Congressional District 12 |
| <input type="checkbox"/> Congressional District 13 | <input type="checkbox"/> Congressional District 14 | <input type="checkbox"/> Congressional District 15 |
| <input type="checkbox"/> Congressional District 16 | <input type="checkbox"/> Congressional District 17 | <input type="checkbox"/> Congressional District 18 |
| <input type="checkbox"/> Congressional District 19 | <input type="checkbox"/> Congressional District 20 | <input type="checkbox"/> Congressional District 21 |
| <input type="checkbox"/> Congressional District 22 | <input type="checkbox"/> Congressional District 23 | <input type="checkbox"/> Congressional District 24 |
| <input type="checkbox"/> Congressional District 25 | <input type="checkbox"/> Congressional District 26 | <input type="checkbox"/> Congressional District 27 |
| <input type="checkbox"/> Congressional District 28 | <input type="checkbox"/> Congressional District 29 | <input type="checkbox"/> Congressional District 30 |
| <input type="checkbox"/> Congressional District 31 | <input type="checkbox"/> Congressional District 32 | <input type="checkbox"/> Congressional District 33 |
| <input type="checkbox"/> Congressional District 34 | <input type="checkbox"/> Congressional District 35 | <input type="checkbox"/> Congressional District 36 |
| <input type="checkbox"/> Congressional District 37 | <input type="checkbox"/> Congressional District 38 | <input type="checkbox"/> Congressional District 39 |
| <input type="checkbox"/> Congressional District 40 | <input type="checkbox"/> Congressional District 41 | <input type="checkbox"/> Congressional District 42 |
| <input type="checkbox"/> Congressional District 43 | <input type="checkbox"/> Congressional District 44 | <input type="checkbox"/> Congressional District 45 |
| <input type="checkbox"/> Congressional District 46 | <input type="checkbox"/> Congressional District 47 | <input type="checkbox"/> Congressional District 48 |
| <input type="checkbox"/> Congressional District 49 | <input type="checkbox"/> Congressional District 50 | <input type="checkbox"/> Congressional District 51 |
| <input type="checkbox"/> Congressional District 52 | <input type="checkbox"/> Congressional District 53 |  |

**4. County**

Select one or more of the California Counties where the proposed project activities will occur.

- |                                       |  |                                      |  |                                     |  |
|---------------------------------------|--|--------------------------------------|--|-------------------------------------|--|
| <input type="checkbox"/> Alameda      | <input type="checkbox"/> Alpine        | <input type="checkbox"/> Amador      | <input type="checkbox"/> Butte           | <input type="checkbox"/> Calaveras  | <input type="checkbox"/> Colusa            |
| <input type="checkbox"/> Contra Costa | <input type="checkbox"/> Del Norte     | <input type="checkbox"/> El Dorado   | <input type="checkbox"/> Fresno          | <input type="checkbox"/> Glenn      | <input type="checkbox"/> Humboldt          |
| <input type="checkbox"/> Imperial     | <input type="checkbox"/> Inyo          | <input type="checkbox"/> Kern        | <input type="checkbox"/> Kings           | <input type="checkbox"/> Lake       | <input type="checkbox"/> Lassen            |
| <input type="checkbox"/> Los Angeles  | <input type="checkbox"/> Madera        | <input type="checkbox"/> Marin       | <input type="checkbox"/> Mariposa        | <input type="checkbox"/> Mendocino  | <input type="checkbox"/> Merced            |
| <input type="checkbox"/> Modoc        | <input type="checkbox"/> Mono          | <input type="checkbox"/> Monterey    | <input type="checkbox"/> Napa            | <input type="checkbox"/> Nevada     | <input type="checkbox"/> Orange            |
| <input type="checkbox"/> Placer       | <input type="checkbox"/> Plumas        | <input type="checkbox"/> Riverside   | <input type="checkbox"/> Sacramento      | <input type="checkbox"/> San Benito | <input type="checkbox"/> San Bernardino    |
| <input type="checkbox"/> San Diego    | <input type="checkbox"/> San Francisco | <input type="checkbox"/> San Joaquin | <input type="checkbox"/> San Luis Obispo | <input type="checkbox"/> San Mateo  | <input type="checkbox"/> Santa Barbara     |
| <input type="checkbox"/> Santa Clara  | <input type="checkbox"/> Santa Cruz    | <input type="checkbox"/> Shasta      | <input type="checkbox"/> Sierra          | <input type="checkbox"/> Siskiyou   | <input checked="" type="checkbox"/> Solano |
| <input type="checkbox"/> Sonoma       | <input type="checkbox"/> Stanislaus    | <input type="checkbox"/> Sutter      | <input type="checkbox"/> Tehama          | <input type="checkbox"/> Trinity    | <input type="checkbox"/> Tulare            |
| <input type="checkbox"/> Tuolumne     | <input type="checkbox"/> Ventura       | <input type="checkbox"/> Yolo        | <input type="checkbox"/> Yuba            |                                     |  |

### 3. Jurisdictional Control

List All Waterbodies That Are In Your Jurisdictional Control and Fill in the Chart for Each - Objective 4:  
Existence of an active enforcement program

Waterbody Name	Acres or square miles in this waterbody that is your jurisdiction	What are the corporate limits of your agency's jurisdictional control in each waterbody?	List the other agencies who share jurisdictional control in this waterbody.	Identify which agency has lead jurisdiction for removing abandoned vessels and accepting surrendered vessels in this waterbody.	How often does your agency monitor this area?
Suisun Slough	10 miles	Assist with area South of Suisun to Hunters Cut	Solano County Sheriff, Coast Guard	City of Suisun City	weekly
Suisun City Marina and keys water ways	1 mile	Waterway north of power lines south of the launch ramp	Solano County Sheriff, Coast Guard	City of Suisun City	daily

### 4. Staff Dedicated to Abandoned and Surrendered Vessel Activities

Staff Dedicated to Abandoned and Surrendered Vessel Activities - Objective 4: Existence of an active enforcement program

List staff assigned in their job duties to the removal of abandoned vessels, receipt of surrendered vessels.	Total number of Hours Per Week dedicated to removal of abandoned vessels	Total number of hours Per Week dedicated to receipt of turned in vessels	Total hours Per Week
Janet Hull, Marina Manager	1.50	1.00	2.50
Trenton Clark, Marina staff member	1.50	1.00	2.50

#### Objective 1: Prevention

5. Does your agency participate in the Vessel Turn-in Program (VTIP)? ☒ Yes ☐ No
6. How does your agency actively promote, self-turn in, end-of-life and VTIP? Select all that apply. (Answer only if you selected 'Yes' to Q 5.)

#### Number of brochures distributed Per Year at:

- ☐ Events
- ☒ Marinas (list) [100]
- ☒ Boat owners [25]
- ☐ Other

#### Publicity Efforts:

## EXHIBIT F - Grant Application: Letter of Intent, Scope of Work and Work Plan

- ☒ Advertised on your website
- ☒ Agency newsletters
- ☒ PSAs, billboards
- ☒ Social media
- ☐ Other

**7. What is your agency's plan for increasing the number of turned in vessels the next calendar year? (Answer only if you selected 'Yes' to Q 5.)**

The City of Suisun City's plan for increasing the number of turned in vessels the next calendar year is to increase exposure of the Vessel Turn-in program on social media. In addition, to increased social media, the Marina staff will work together with the Suisun City police department's code compliance officers to increase program awareness when a derelict boat related code compliance violation occur. For example the code compliance officer can refer the resident to the VTIP program with a warning instead of a citation regarding their boat.

**8. How often does your agency coordinate with local boating groups or marinas to inform them of the vessel turn-in program? Describe activities and identify groups/marina's contacted in the last calendar year. (Answer only if you selected 'Yes' to Q 5.)**

The Suisun City Marina is a City run marina. Information regarding the Vessel turn-in program is posted on all of our bulletin boards. The marina regularly sends out information to all of it's tenants letting them know of the Vessel Turn-in Program in the monthly newsletter.

**Objective 1: Prevention**

9. Do you accept VTIP surrendered vessels from boaters outside your jurisdiction? ☒ Yes ☐ No

If so, how many surrendered vessels have you received in the last calendar year? 4

If not, identify why?

10. Describe how your agency monitors abandoned vessel activity in your jurisdiction. Select all that apply.

- ☒ Routine patrol of jurisdiction
- ☒ Visit marinas/dockwalks
- ☒ Direct contact with boat owners
- ☒ Check vessel registration
- ☒ Check seaworthiness (listing, occupancy, trash, bilge running, operable lights)
- ☒ Abandoned vessel mapping and tracking
- ☐ Multi-agency coordination
- ☐ Utilize NASA data

11. Describe additional methodologies, if any (besides participation in VTIP) your agency use to prevent abandoned vessels in its jurisdiction? Patrolling of the waterways both by marina staff and police boat, security cameras at the launch ramp and around the marina.

**Objective 2: Control**

12. Describe methodologies, if any, you have implemented to control and prevent abandoned vessels from entering your jurisdiction from other areas. The City's police department has cameras installed around the marina and the City to deter people from abandoning vessels in our jurisdiction. Marina staff and the police department patrol the waterways.

13. Does your agency collaborate with neighboring SAVE grantees manage abandoned and surrendered vessels? ☐ Yes ☒ No

If yes, list agencies and describe collaboration.

14. Does your agency have any special circumstances and/or conditions that contribute to abandoned vessels in your jurisdiction? Explain circumstances/conditions.

The City's homeless problem both on land and on water contributes to the abandoned vessels in our jurisdiction. The homeless purchase derelict boats to live on. The boats are never registered boats and then they abandon the vessel once they no longer run or they get reported as unregistered.

#### Objective 5: SNHAP

15. Does your agency have a Submerged Navigational Hazard Abatement Plan (SNHAP)? ☒ Yes ☐ No

If Yes, attach copy.

[29351\\_0\\_308\\_SNHAP.pdf](#)

16. Identify the detailed process in your SNHAP for the control and abatement of submerged, wrecked or abandoned vessels. Identify the detailed process in your SNHAP for the abatement of navigational hazards.
- Reported of Located Derelict/Abandoned Vessels:
- If found adrift, moor to a safe moorage or relocate into marina slip
  - If located inside marina, check bilge to see if vessel is taking on water and ensure no danger of sinking
  - Create Incident Report, which shall include HIN or registration number, vessel name/ home port, geographic location vessel was found, and condition
  - Attempt to identify and contact vessel owner (USCG, DMV records check)
  - Enter Incident Report into Derelict/Abandoned Vessel Log
- Removal & Disposal Process
- If owner is non-responsive/ not found, follow HNC lien process.
  - If AWAFF funding is in place, follow public RFP/bid process to contract for removal & disposal after following HNC statutory process
  - If no AWAFF funding in place, determine if vessel is stable for impound or needs immediate removal, & follow HNC statutory process for disposing of abandoned vessels, then submit SAVE grant application, and if awarded funding then start public RFP/bid process after grant agree
17. Identify the SNHAP's detailed process and funding source for the control/abatement of non-vessel related water hazards, hazardous floating debris (such as logs), submerged objects, and abandoned piers and pilings.

**Non-Vessel Related Water Hazards Control and Abatement:** Dockwalks and boat patrols at the Suisun City Marina require regular identification and mitigation of debris and submerged navigational hazards. Small debris is to be picked up for disposal. Hooks, nets, and trash pickup grabbers are available. When large floating debris is found, it is towed to a containment corral near the launch ramp. When corral is full, Harbormaster will contact US Army Corps of Engineers for removal. If natural items wash up above the high water line contact the Public Works Department for assistance in removal.

**Other Submerged Navigational Hazards Control and Abatement:** Locate and

identify SNH; affix warning buoy if possible; alert USCG (Local Notice to Mariners); remove if local resources permit.

**Funding:** Non-vessel related hazards and SNH are typically funded within the City's Marina budget.

**Questions 18 - 21a**

Has your agency been involved in abatement activities during the past 3 calendar years? ☒ Yes ☐ No

If so, answer the following:

Yearly average number of abandoned vessels removed and destroyed over the past 3 calendar years. 4

18. What was the average cost to remove and destroy abandoned vessels of 30' or less last calendar year? 800.00

18 a. What was the average cost to remove and destroy abandoned vessels 30' or less in the past 3 calendar years? 700.00

19. What was the average cost to remove and destroy abandoned vessels 31' or more last calendar year? 9,500.00

19 a. What was the average cost of disposal to remove and destroy abandoned vessels 31' or more in the past 3 calendar years. 8,000.00

Has your agency been involved in surrendered vessel activities during the past 3 calendar years? ☒ Yes ☐ No

If so, answer the following:

Yearly average number of surrendered vessels removed and destroyed over the past 3 calendar years. 6

20. What was the average cost to receive and destroy surrendered vessels 30' or less over the past 3 calendar years? 500.00

20 a. What was the average cost to receive and destroy surrendered vessels 30' or less last calendar year? 600.00

21. What was the average cost to receive and destroy surrendered vessels 31' or more in the past 3 calendar years? 9,000.00

21 a. What was the average cost to receive and destroy surrendered vessels 31' or more last calendar year? 12,000.00

**Questions 22 - 30**

22. Identify the last three SAVE grants awarded and the percentage of unspent funding that was left in each grant.

**ONLY LIST CLOSED GRANTS**

Name of SAVE grants awarded	Year Awarded	Amount Awarded	Percentage of funding left over
SAVE 17	2,017	50,000.00	51.00

23. Identify the number of personnel currently working in the program with more than 2 years' experience managing the SAVE program. 1
24. What process/method/practice have you implemented in the last 24 months to reduce the cost of removal and destruction of abandoned or surrendered vessels? To reduce costs of removal and destruction of abandoned and surrendered vessels we now implement a new process to where we process all boat under 24' in-house which saves us a significant amount of money.
25. Does your agency have additional funding sources (other than SAVE) for disposal of abandoned vessels in the event you run out of grant funding or are not awarded the full grant request? ☐ Yes ☒ No  
If yes, list
26. Do you or a partner agency have abandoned vessel storage capabilities that can be used by your agency at no cost to SAVE? ☒ Yes ☐ No
27. Does your agency have access/ability to dispose of vessels at a local or neighboring landfill? ☒ Yes ☐ No
28. Number of current abandoned vessels in your jurisdiction ready to be destroyed? Yes  
How were these vessels identified? These boats are either sunken in our slough or they are currently in the lien process from being abandoned within the marina.
29. Number of current surrendered vessels in your jurisdiction ready to be destroyed? 5  
How were these vessels identified? These vessels were identified through pink slips and verified by running the CF number through the police department database that matches both the pink slip and the boats identification. Note: these boats will will be process through our current SAVE grant.
30. Did you collaborate with marinas in your jurisdiction to identify the existing abandoned or number of potential surrendered vessels listed in your budget? ☒ Yes ☐ No  
If yes, list marinas. Yes, we are City owned marina.

**Budget**

List Identified Abandoned Vessels (CF #s)	VESSEL LENGTH	ESTIMATED COST
674353 Sailboat	36'	11,000.00
CF8636JT	32'	8,000.00
CF6854TG Sailboat	25'	2,500.00
<b>Total</b>		21,500

List Identified Surrendered Vessels (CF #s)	VESSEL LENGTH	ESTIMATED COST
CF9392EX sailboat	28	2,500.00
<b>Total</b>		2,500.00

Estimate Additional Abandoned Vessels	VESSEL LENGTH	ESTIMATED COST
2 greater than 30'	34	14,000.00
3 less than 30'	20'	2,250.00
<b>Total</b>		16,250.00

Justification: On average there are 5 abandoned vessels each grant cycle that occur in the Suisun Slough or left at the launch ramp. This additional funding would allow for us to be proactive when an abandoned vessel occurs.

Estimate Additional Surrendered Vessels	VESSEL LENGTH	ESTIMATED COST
1 greater than 30'	30'	6,000.00
5 less than 30'	20'	3,750.00
<b>Total</b>		9,750.00

Justification: We regularly receive calls to our VTIP. This estimated additional funding would allow us to accept those VTIP boats.

<b>TOTAL REQUEST</b>	50,000
<b>PLUS 10% MATCH</b>	5,000
<b>TOTAL PROJECT COST</b>	55,000

**1. Applicant Certification**

*Per Harbors and Navigation Code 525 (C) "A grant awarded by the department pursuant to subparagraph (A) shall be matched by a 10% contribution from the local agency receiving the grant." Matching fund may be rendered in cash, or through in-kind contributions which must be verified, and are at the discretion of DBW. These contributions may include (but are not limited to) the following: administrative costs, personnel hours, removal, and/or storage.*

*Grant monies WILL NOT be reimbursed by DBW unless 10% match for each reimbursement claim is met.*

- a. ☒ Under penalty of perjury, I certify that I have examined this application and the document(s), proposal(s), and statement(s) submitted in conjunction herewith, and that to the best of my information and belief, the information contained herein is true, accurate, correct, and complete.
- b. ☒ I certify that I am the person authorized to submit this application on behalf of the applicant.

Prepared by:            Name:     Janet Hull                            Date:     04/30/2021

Reviewed by:           Name:     Kris Lofthus                            Date:     04/30/2021

Approving Officer:     Name:     Greg Folsom                            Date:     04/30/2021

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**MINUTES**

**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, SEPTEMBER 7, 2021**

**5:00 P.M.**

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

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**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/Chair 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 VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.*

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

*ZOOM MEETING INFORMATION:*

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

***MEETING ID: 848 1821 1631***

***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](mailto: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**

Mayor Wilson called the meeting to order at 5:04 pm with the following Council Members Present:

Present: Hernandez, Hudson, Williams, Wilson

Absent: Day

**CONFLICT OF INTEREST NOTIFICATION None**

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

**PUBLIC COMMENT None**

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

**CLOSED SESSION**

Pursuant to California Government Code Section 54950 the Suisun City Council/Suisun City Council Acting as Successor Agency/Housing Authority will hold a Closed Session for the purpose of:

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

Significant exposure to litigation pursuant to Gov't Code Section 54956.9(d)(2), (e)(2): (1 potential case: Claim No. COSF1800429, Claimant Edmond Dadisho).

**Housing Authority****2. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant Section 54956.9(d)(2), (e)(2): (1 potential case).  
The anticipated litigation is based on Claim No. ABGV27675A1 | Claimant: Gillis, Lucia |  
Loss Date: 9/1/2020.

**Suisun City Council Acting as Successor Agency****1. 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 Suisun City will hold a Closed Session for the purpose of Conference with Real Property Negotiator.

Property Under Negotiation: Assessor's Parcel Numbers: 0032-042-300,360,440 through 610, and 680; and 0032-091 170 - 200

Negotiating Party: City Manager

Parties Negotiating: Ashria LLC

Under Negotiations: Terms and payment

**Suisun City Council Acting as 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 Suisun City will hold a Closed Session for the purpose of Conference with Real Property Negotiator.

Property Under Negotiation: Assessor's Parcel Numbers: 0032-142-300; 32-142-280; 32-142-240 and 250

Negotiating Party: City Manager

Parties Negotiating: Lionext Inc.

Under Negotiations: Terms and payment

Council entered into Closed Session at 5:06 pm.

**CONVENE OPEN SESSION**

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

**ADJOURNMENT**

There were no announcements. There being no further business the meeting was adjourned at 6:28 pm.

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Anita Skinner, City Clerk

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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

## MINUTES

### REGULAR MEETING OF THE SUISUN CITY COUNCIL

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

**AND HOUSING AUTHORITY**

**TUESDAY, SEPTEMBER 7, 2021**

**6:30 P.M.**

---

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

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#### **NOTICE**

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

(Next Ord. No. – 788)

(Next City Council Res. No. 2021 – 88)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 02)

(Next Housing Authority Res. No. HA2021 – 02)

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320

FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340

SUCCESSOR AGENCY 421-7309 FAX 421-7366

**ROLL CALL**

Mayor Wilson called the meeting to order at 6:48 pm with the following Council Members present:

PRESENT: Hernandez, Hudson, Williams, Wilson

ABSENT: Day

Pledge of Allegiance was led by Vice Mayor Hernandez.

Invocation was given by City Manager Greg Folsom.

**CONFLICT OF INTEREST NOTIFICATION None**

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

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

Mr. Folsom announced that on Thursday, September 9<sup>th</sup> there would be a ground breaking ceremony for the Lawler Mixed Use Project at 10 am on Anderson Drive; also, on September 9<sup>th</sup> at 4 pm at the Wiseman Building there would be a grand opening for Loan Depot; September 9<sup>th</sup> is also California Admission Day. California was admitted in 1850. Mr. Folsom also announced that September 9<sup>th</sup> is his birthday.

Mayor Wilson corrected the name to Lawler Residence in Lawler Plaza and asked everyone to join her in singing Happy Birthday to Mr. Folsom.

**PRESENTATION/APPOINTMENTS****City Council****2. Proclamations Presented - (Wilson: [lwilson@suisun.com](mailto:lwilson@suisun.com)).**

- a. Presentation of Proclamation to Super Fur-iends, a Suisun City Non-Profit Specializing in Pet Rescue, Proclaiming September 13-19, 2021 as Adopt-a-Less-Adoptable-Pet Week - (Wilson: [lwilson@suisun.com](mailto:lwilson@suisun.com)).

Mayor Wilson read the proclamation but the representative was not able to attend.

**3. Mayoral Appointment of Planning Commissioner – (Wilson: [lwilson@suisun.com](mailto:lwilson@suisun.com)).**

Mayor Wilson stated the appointments were not ready to be made.

**4. City Council Appointments to the Community Advisory Committees – (Wilson: [lwilson@suisun.com](mailto:lwilson@suisun.com)).**

Mayor Wilson stated she had received a resignation from Maria Kline who served on the Lawler Ranch Lighting and Landscaping Committee. Mayor Wilson appointed Jodie Webber as her replacement effective October 1st

**Motion by Mayor Wilson to approve the appointment seconded by Council Member Williams. Motion passed by the following vote:**

**AYES: Hernandez, Hudson, Williams, Wilson**

**NOES: None**

**ABSENT: Day**

**CONSENT CALENDAR**

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

**City Council**

5. Council Adoption of Ordinance No. 787: An Ordinance of the City Council of the City of Suisun City, California, Adding Chapter 13.14 Public Art to Title 13, Public Services to the Suisun City Municipal Code (Introduced and Reading Waived on August 17, 2021) – (Lofthus: [klothus@suisun.com](mailto:klothus@suisun.com)).
6. Fiscal Year 2020-21 and 2021-22 Budget Amendments - (Doel: [ldoel@suisun.com](mailto:ldoel@suisun.com)).
  - a. Council Adoption of Resolution No. 2021-88: Adopting the 4th Amendment to the Annual Appropriation Resolution No. 2020-82 to Appropriate Funding Equivalent to the Grant Award for fiscal year 2020-21.
  - b. Council Adoption of Resolution No. 2021-89: Adopting the 1st Amendment to the Annual Appropriation Resolution No. 2021-57 to Appropriate Funding Equivalent to the Grant Award for fiscal year 2021-22.
7. Establish Fire Marshall Classification and Amend Salary Schedule - - (Penland: [cpenland@suisun.com](mailto:cpenland@suisun.com)).
  - a. Council Adoption of Resolution No. 2021-90: Establish the Fire Marshal Job Classification.
  - b. Council Adoption of Resolution No. 2021-91 Amending the City of Suisun City Salary Schedule to Add the Classification and Salary of Fire Marshal and Update the City Manager Salary.
8. Council Adoption of Resolution No. 2021-92: Adopting Amendments to the Planning Commission Bylaws – (Kearns: [jkearns@suisun.com](mailto:jkearns@suisun.com)).
9. Council Adoption of Resolution No. 2021-93: Establishing an Emergency Disaster Preparedness Locations List – (Lofthus/Doel: [klothus@suisun.com](mailto:klothus@suisun.com) / [ldoel@suisun.com](mailto:ldoel@suisun.com)).
10. Council Adoption of Resolution No. 2021-94: Amending the Designation of City Attorney – (Assistant City Attorney).

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

11. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on June 29, 2021 and July 6, 2021 - (Skinner: [askinner@suisun.com](mailto:askinner@suisun.com)).

Council Members Williams and Hudson pulled Item #8.

**Motion by Council Member Williams to approve Consent Calendar Items 5 -7 and Items 9 – 11 and seconded by Vice Mayor Hernandez. Motion passed by the following votes.**

**CONSENT ITEMS 5 and 7**

**AYES: Hernandez, Williams, Wilson**

**NOES: Hudson**

**ABSENT: Day**

**CONSENT ITEMS 6, 9, 10 and 11****AYES: Hernandez, Hudson, Williams, Wilson****NOES: None****ABSENT: Day****Consent Item 8**

Council discussed the requirement by the Commissioners to the notify Mayor and Development Services Department when they are going to be absent. Council Member Hudson recommended changing the word “should” to “shall”. Council Member Williams recommended removing the requirement.

**Vice Mayor Hernandez motion to adopt Resolution No. 2021-92 and changing the word from “he” to “they” in the first sentence of Section 4.5 on page 46 and seconded by Mayor Wilson. Motion failed by the following vote:**

**AYES: Hernandez, Wilson****NOES: Hudson, Williams****ABSENT: Day****PUBLIC COMMENTS**

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

George Guynn voiced concern about the homeless tent by water tank and the contamination is may be creating; house on Klamath Drive has burnt a couple of times and has been rebuilt but has more junk in yard than ever and hopes something can be done before another incident happens.

Donna LeBlanc complimented the Public Works Department for the repainted crosswalk at Highway 12 and Emperor Drive and hopes that all the intersection areas on Highway 12 will be redone so drivers will know to watch for and stop for pedestrians.

Giann McDougall had sound issues and was unable to comment.

Hearing no further comments the Mayor Wilson closed Public Comments.

**PUBLIC HEARING NONE****GENERAL BUSINESS****City Council**

Mayor Wilson moved Item #13 before #12

Suisun City Council Acting as Successor Agency

13. Designating Certain Successor Agency-Owned Real Property as “Surplus” -  
(Folsom/Kearns: [gfolson@suisun.com](mailto:gfolson@suisun.com) / [jkearns@suisun.com](mailto:jkearns@suisun.com)).    

- a. Successor Agency Adoption of Resolution No. SA 2021-02: A Resolution of the Successor Agency to the Redevelopment Agency of Suisun City, Declaring Certain Successor Agency-Owned Real Property Located at 1240 Kellogg Street in the City of Suisun City (APN: 0032-200-330) to be Surplus and Authorizing Offers of Said Property for Purchase or Lease and Finding of Exemption from CEQA.
- b. Successor Agency Adoption of Resolution No. SA 2021-03: A Resolution of the Successor Agency to the Redevelopment Agency of Suisun City, Declaring Certain Successor Agency-Owned Real Property Located at 718 Main Street in the City of Suisun City (APN: 0032-141-130) to be Surplus and Authorizing Offers of Said Property for Purchase or Lease and Finding of Exemption from CEQA

John Kearns presented staff report as provided in the packet. Mr. Kearns explained when the Redevelopment Agency was dissolved any properties owned by the agency that were not found to have a governmental purpose or in previous contract were to be declared surplus properties and sold. If the two specific properties are declared surplus there is a process that would have to be followed for them to be sold.

### **Public Comments**

Donna Le Blanc asked if the Lawler House is on any historic register to prevent it from being torn down.

Council voiced concerns about the new owners of the Lawler House having the potential of demolishing the building. It was noted that because the Lawler House was moved from its original location it would not be entitled to a historical designation.

**Motion by Vice Mayor Hernandez to adopt Resolutions SA2021-02 and SA2021-03 and to bring back an ordinance for local historic significance and seconded by Council Member Williams. Motion passed by the following vote:**

**AYES: Hernandez, Hudson, Williams, Wilson**

**NOES: None**

**ABSENT: Day**

Mayor Wilson commented that two comment cards submitted by Mr. Olry had been located under a binder and proclamation. One was for Item #8 and would give Mr. Olry the opportunity to speak and would bring it back to the Council for discussion even though it failed earlier by a 2-2 vote:

### **PUBLIC COMMENT**

#### **ITEM #8**

Steve Olry complimented Council Member Williams with her comments and agrees with her and thanked her for standing her ground. Concerned there is enough power as is don't need the Mayor's office or anyone else meddling in. If someone is not attending all you have to do is look at the roll call on the minutes and wouldn't assert the Planning Commission as he has all the power he needs.

Council discussed further.

**Motion by Council Member Williams to adopt Resolution No 2021-92 with the following changes on Section 4.5 to strike-out The Planning Commission should notify the Mayor and change it to the Planning Commission should notify the Chair, Vice Chair in advance of missing the meeting. The Chair/Vice Chair will notify the Development Services staff and the Development Services Director in the event that the projected absences will produce a lack of quorum. Motion seconded by Mayor Wilson. Motion passed by the following vote:**

**AYES: Hernandez, Williams, Wilson**

**NOES: Hudson**

**ABSENT: Day**

**Council took a 5 minute recess.**

12. Discussion and Direction on American Rescue Plan Act (ARPA) Funding.– (Deol: [ldol@suisun.com](mailto:ldol@suisun.com)).

Ms. Deol presented staff report as provided in the packet.

Mayor Wilson stated that she was looking for Council to provide guidelines. This first list is from the department heads as they went through their departments and saw needs specifically as those needs related to responding to the pandemic or addressing inequity or even how to improve government services.

## **PUBLIC COMMENTS**

Steve Olry asked why not use monies to rehab Lawler House make it a commercial investment, a bed and breakfast attorney's office, dental office; spend some money to make some money

Donna LeBlanc asked if there is a legend to explain initials; Heritage Park basketball courts not part of the LLDs? If they are why are we spending money on LLD project. Maybe throw some monies in for Montebello Park. Glad we are going to have time to read this and think about what these items are.

Mayor Wilson commented the ARPA restrictions do not allow the City to buy; the legend is on pages 86 & 87 of the packet.

Council added:

- Broadband downtown and public paces
- Microloans for small businesses
- Marquee to the Harbor Theater
- Montebello Park
- Civic Center Drive roadwork

Council encouraged the public to attend the Townhall meeting on September 29<sup>th</sup> where this will be discussed in more detail.

## **REPORTS: (Informational items only)**

14. Council Updates

## a. Council/Boardmembers

Council Member Hudson reminded everyone of the upcoming 9/11 remembrances and hoped all had a wonderful Labor Day.

Council Member Williams grateful for Labor and how it has made work places better; hoped everyone enjoyed Labor Day; announced Adopt a Neighborhood with Sustainable Solano will be hosting sustainable landscaping classes on September 18<sup>th</sup> at 10am on the patio at the Harbor Theater; thanked all volunteers that came out last Saturday of the month. They collected 44 bags of trash from Hwy12 and Village Drive; thanked Donna LeBlanc and her husband for planting new plants at Snow Drive; only two more Saturdays left and invited everyone to come out and help make Suisun City beautiful.







Vice Mayor Hernandez grateful for Labor and all those who advocate for workers rights, there is still a lot of work to be done; hope all had wonderful labor day; co-hosting a Bilingual Coastal on September 11<sup>th</sup> at 10 am walk; partnering with Suisun City Library for Hispanic Heritage Month and will be doing a Bilingual reading for children from 9:30-10am on Wednesday, September 15<sup>th</sup> and again on Wednesday, October 6<sup>th</sup>. If you do not speak Spanish and wish to learn she will be happy to teach.

## b. Mayor

Suisun City will be hosting Congressman Garamendi for a Round Table on issues impacting the Black Community on Friday; Halloween, October 31<sup>st</sup> will be doing the drive through trick or treat; Saturday, December 4<sup>th</sup> will be Christmas at the Waterfront, STA will be unveiling art pieces that day in the afternoon; on December 3<sup>rd</sup> the Parks and Recreation will be doing an art gala event; a Hanukah celebration.

Vice Mayor Hernandez, in partnership with Sustainable Solano will be hosting Suisun City Climate and Environmental Fair on Saturday, October 9<sup>th</sup> at the Harbor Theater. There will also be a Muscle Car show.

## 15. Non-Discussion Items

- a. Fireworks Sales (Vincent: [jvincent@suisun.com](mailto:jvincent@suisun.com)).  
- b. Lighting and Landscaping Community Advisory Committee (Vue/Dum: [nvue@suisun.com](mailto:nvue@suisun.com) / [adum@suisun.com](mailto:adum@suisun.com)).  
- c. Environment and Climate Community Advisory Committee (Hernandez: [ahernandez@suisun.com](mailto:ahernandez@suisun.com)).  

**ADJOURNMENT**

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

---

Anita Skinner, City Clerk

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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

## MINUTES

### 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, SEPTEMBER 14, 2021**

**5:30 P.M.**

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

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#### **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/Chair 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 VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.*

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

#### **ZOOM MEETING INFORMATION:**

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

**MEETING ID: 882 2937 4262**

**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](mailto: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**

Mayor Wilson called the meeting to order at with the following Council Members present:

PRESENT: Day, Hernandez, Hudson, Williams, Wilson

ABSENT: None

**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.)*

Council Member Day has a conflict with Item #3.

**PUBLIC COMMENT NONE**

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

**CLOSED SESSION**

Pursuant to California Government Code Section 54950 the Suisun City Council/Suisun City Council Acting as Successor Agency/Housing Authority will hold a Closed Session for the purpose of:

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

Significant exposure to litigation pursuant Section 54956.9(d)(2), (e)(2): (1 potential case).  
The anticipated litigation is based on Claim No. ABGV27675A1 | Claimant: Gillis, Lucia |  
Loss Date: 9/1/2020.

**Suisun City Council Acting as 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 Suisun City will hold a Closed Session for the purpose of Conference with Real Property Negotiator.

Property Under Negotiation: Assessor's Parcel Numbers: 0032-061-390

Negotiating Party: City Manager

Parties Negotiating: Dr. Preeti Nare

Under Negotiations: Terms and payment

**Suisun City Council Acting as Successor Agency****3. 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 Suisun City will hold a Closed Session for the purpose of Conference with Real Property Negotiator.

Property Under Negotiation: Assessor's Parcel Numbers: 0032-142-240; 250; 280  
and 300

Negotiating Party: City Manager

Parties Negotiating: Lionext Inc. or Dr. Preeti Nare  
Under Negotiations: Terms and payment

City Council

4. 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);

IAFF (International Association of Fire Fighters).

**Council entered into Closed Session at 5:40pm.**

Council Member Day left meeting at 6:26pm. Council took a brief break at 6:57pm. Council convened Closed Session at 7:05pm with Council Member Day present. Council Member Day left meeting at 8:35pm.

**CONVENE OPEN SESSION**

There were no announcements..

**ADJOURNMENT**

There being no further business the meeting was adjourned at 8:47pm.

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Anita Skinner, City Clerk

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## AGENDA TRANSMITTAL

**MEETING DATE:** October 5, 2021

---

**CITY AGENDA ITEM:** Introduction and Waive Reading of Ordinance No. \_\_\_\_: An Ordinance of the City Council of Suisun City Repealing and Replacing 2.28 (Volunteer Fire Department) of Title 2 (Administration and Personnel) of the Suisun City Municipal Code With Chapter 2.28 (Fire Department).

---

**FISCAL IMPACT:** There is no fiscal impact related to the modifications to Chapter 2.28

---

**STRATEGIC PLAN:** Provide Good Governance – Continuously improve the City’s governance process.

---

**BACKGROUND:** Chapter 2.28 Volunteer Fire Department was written and passed by Council Resolution in 1964. The Fire Department was staffed by Volunteer Suisun City residents, who would respond to the station in the event of an emergency call. There was not 24-hour staffing during this time period.

---

**STAFF REPORT:** The daily operation and mission of the fire department has changed since the 1960’s. The suggested modifications not only reflect the changing operations but also takes into consideration gender equality in the verbiage of the municipal code. A notice of public hearing, including a summary of proposed ordinance, was published as a legal notice in the Daily Republic newspaper.

---

**RECOMMENDATION:** Introduction and Waive Reading of Ordinance No. \_\_\_\_: An Ordinance of the City Council of Suisun City Repealing and Replacing 2.28 (Volunteer Fire Department) of Title 2 (Administration and Personnel) of the Suisun City Municipal Code With Chapter 2.28 (Fire Department).

---

**ATTACHMENTS:**

1. Ordinance No. \_\_\_\_: An Ordinance of the City Council of Suisun City Repealing and Replacing 2.28 (Volunteer Fire Department) of Title 2 (Administration and Personnel) of the Suisun City Municipal Code With Chapter 2.28 (Fire Department).

---

**PREPARED BY:**  
**REVIEWED AND APPROVED BY:**

Justin Vincent, Fire Chief  
Greg Folsom, City Manager

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**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF SUISUN CITY REPEALING AND REPLACING CHAPTER 2.28 (VOLUNTEER FIRE DEPARTMENT) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE SUISUN CITY MUNICIPAL CODE WITH CHAPTER 2.28 (FIRE DEPARTMENT)**

**WHEREAS**, the Chapter 2.28 (Volunteer Fire Department) of the City of Suisun City Municipal Code was written and established in 1964; and

**WHEREAS**, the current language is outdated; and

**WHEREAS**, Chapter 2.28 does not reflect the current fire protection and emergency services model utilized in Suisun City; and,

**WHEREAS**, the City Council desires to amend and update the Suisun City Municipal Code to reflect the current needs of the City, and to reflect current Fire Department practices and personnel demographics.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY AS FOLLOWS:**

**SECTION 1. Recitals**

The recitals set forth above are true and correct, and are incorporated herein by reference.

**SECTION 2. Chapter 2.28. (Volunteer Fire Department) is repealed and replaced with the following:**

“Chapter 2.28 – Fire Department

**2.28.010 – Fire Department Established**

The Suisun City Fire Department is hereby established. The Department consists of a Fire Chief, paid firefighters, and such companies of volunteer firefighters and clerical personnel as the city council from time to time determines. The City Council shall fix and pay the compensation of the Fire Chief and other paid personnel.

**2.28.020 – Fire Chief**

- A. The Fire Chief shall be appointed by the City Manager with the advice and consent of the City Council.
- B. The Fire Chief shall be in charge of the operation of the Fire Department, subject to the supervision of the City Manager. The Fire Chief shall direct the Department, so it fulfills the duties delegated to it by law.
- C. The Fire Chief serves as the head fire code official as stated in the California Fire Code.
- D. The Fire Chief, or his/her designee, is authorized to issue citations to any person who causes or maintains property in violation of the provisions of the California Fire Code.

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E. The Fire Chief, or his/her designee, shall also issue permits and perform inspections as necessary or proper in performing the duties delegated to the Fire Department under the California Fire Code.

2.28.030 – Volunteer Fire Personnel

The membership of the voluntary fire department is to be appropriated for in the fire department’s fiscal budget. All volunteer fire department personnel shall be registered as employees of the city, in compliance with Section 3361 of the California Labor Code. The number of members of the volunteer fire department may be changed in response to the changing needs of the city.”

**EFFECT OF AMENDMENTS.** Except as otherwise specifically provided in this Ordinance, all other provisions of Title 2 of the City of Suisun Municipal Code remain the same.

**SECTION 3. ADOPTION AND EFFECTIVE DATE.** This Ordinance shall be in full force and effect thirty (30) days after its second reading and adoption.

**SECTION 4. CERTIFICATION.** The City Clerk shall certify the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law.

[SIGNATURES OF FOLLOWING PAGE]

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council  
of the City of Suisun City, California, on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Lori D. Wilson, Mayor

ATTEST:

\_\_\_\_\_  
Anita Skinner  
City Clerk

APPROVED AS TO FORM  
AND LEGAL CONTENT:

\_\_\_\_\_  
Aleshire & Wynder, LLP

**CERTIFICATION**

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City  
Council of said City, do hereby certify that the above and foregoing ordinance was introduced  
at a regular meeting of the said City Council held on \_\_\_\_\_, 2021 and passed  
and adopted at a regular meeting of said City Council held on \_\_\_\_\_, 2021, by  
the following vote:

<b>AYES:</b>	Councilmembers:	_____
<b>NOES:</b>	Councilmembers:	_____
<b>ABSENT:</b>	Councilmembers:	_____
<b>ABSTAIN:</b>	Councilmembers:	_____

**WITNESS** my hand and the seal of said City this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 2021.

\_\_\_\_\_  
Anita Skinner  
City Clerk

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## AGENDA TRANSMITTAL

**MEETING DATE:** October 5, 2021

---

**CITY AGENDA ITEM:** Discussion and Direction Regarding a Proposed Community Garden Project Recommended by the Recreation, Parks, Marina, and Arts Commission.

---

**FISCAL IMPACT:** Dependent on approved concept

---

**STRATEGIC PLAN IMPACT:** Enhance Environment

---

**BACKGROUND:** The former Suisun City Community Garden ceased to exist in 2016. The garden was located at the corner of Lotz Way and Civic Center Drive. The garden was not well maintained and did not have purposeful planning or management during its existence.

---

**STAFF REPORT:** Community gardens can mitigate some of the problems that plague urban areas. They can be a beneficial addition to many communities by increasing the availability of nutritious foods, strengthening community ties, reducing environmental hazards, reducing food miles and creating a more sustainable system. Community gardens can help reduce negative environmental impacts by promoting sustainable agriculture; reducing food transportation costs and reducing water runoff. Humans, plants and animals can all benefit from urban agriculture since it creates habitats and improves the ecology of the area.

---

Community gardens:

- Help improve air and soil quality
- Increase biodiversity of plants and animals
- Reduce “food miles” that are required to transport nutritious food
- Can replace impervious structures and improve water infiltration
- Can reduce neighborhood waste through composting
- Positively impact the urban micro-climate

Poor nutrition and obesity are both challenges to low-income neighborhoods. Low accessibility to nutritious foods can cause health problems to residents located in food deserts. The addition of gardens to these areas may improve nutrition and increase the consumption of fruits and vegetables.

Community gardens also:

- Increase access to fresh foods
- Improve food security
- Increase physical activity through garden maintenance activities
- Improve dietary habits through education
- Increase fruit and vegetable intake
- Reduce risk of obesity and obesity-related diseases
- Improve mental health and promote relaxation

---

**PREPARED BY:**

Kris Lofthus, Recreation, Parks, and Marina Director

**REVIEWED/APPROVED BY:**

Greg Folsom, City Manager

The area being considered for the new Community Garden is City owned property that was once part of a plan to become a street. That idea never came to fruition and the land has been vacant ever since. Ironically, the name of the street that was never built was Prosperity Lane, which leads to naming this project Prosperity Farm. This property sits adjacent to the McCoy Creek Bike Trail Phase 3, which will connect this area to the majority of the city by walking or riding a bicycle. The Community Garden will be planned comprehensively and designed by a landscape architect to help bring concepts to reality and to insure we have a first class product the community can be proud of at completion.

---

**RECOMMENDATION:** It is recommended that the City Council direct staff as to how to proceed with this proposed project.

---

**ATTACHMENTS:**

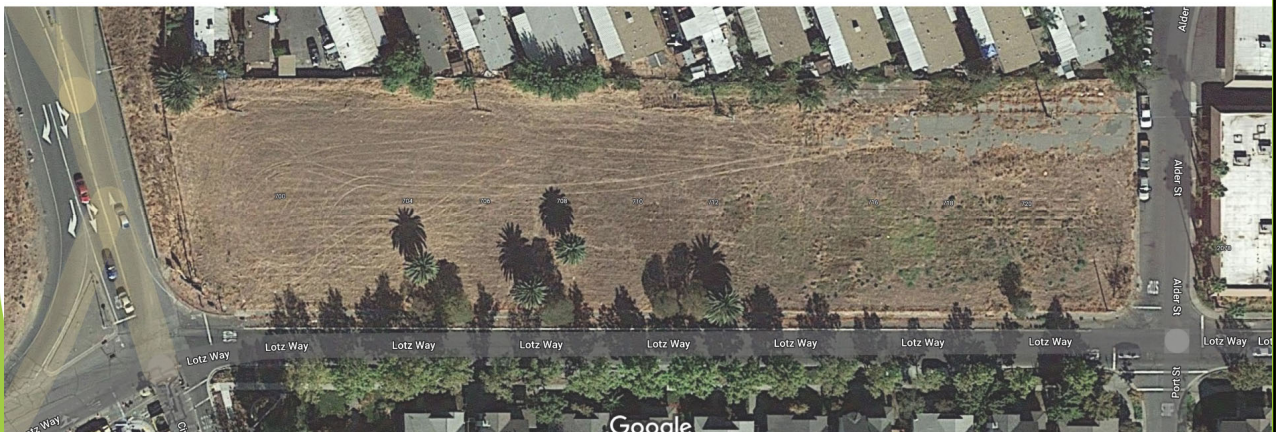
1. PowerPoint Presentation
2. Preliminary Cost Estimate

# Community Garden Concept “Prosperity Farm”



1

## *Original Location*



2

### ***Proposed Location***



3

### ***Possible Concepts***

- ***Pollinator Garden***
- ***Picnic Area***
- ***Farm Stand and Educational Center***
- ***Learning Area***
- ***Public Art***
- ***Raised Beds***
- ***Children's Play Space***
- ***Community Gathering Area***
- ***Gateway Entrance / Fencing***
- ***Compost Area***
- ***Fruit Tree Orchard***
- ***Pollinator Garden***

4

Preliminary  
Design



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Prosperity Farms

Preliminary Estimated Cost of Construction - Labor and Materials (1.72 Acres)

Prepared For: City of Suisun City

Project No.: 2486

Date: September 24, 2021

DRAFT

MOBILIZATION, DEMOLITION, AND GRADING					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$10,000.00	\$10,000.00
2	Erosion Control	1	LS	\$2,500.00	\$2,500.00
3	Clear & Grub (1.71 acres)	74,488	SF	\$0.10	\$7,448.80
4	Fine Grade (1.71 acres)	74,488	SF	\$0.40	\$29,795.20
5	Demolition	1	LS	\$7,500.00	\$7,500.00
6	Traffic Control	1	LS	\$3,000.00	\$3,000.00
				Mobilization Subtotal	\$60,244.00

HARDSCAPE AND SITE AMENITIES					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
7	Parking Lot w/ Striping & Curb / ADA ramp	1	LS	\$15,000.00	\$15,000.00
8	Concrete ramp	1	LS	\$3,000.00	\$3,000.00
9	Decomposed Granite	21,646	SF	\$2.50	\$54,115.00
10	Gravel Trail - 8' wide	6,800	SF	\$4.00	\$27,200.00
11	Fence - Black Chain Link	850	LF	\$50.00	\$42,500.00
12	Fence - White Ranch Style	700	LF	\$65.00	\$45,500.00
13	Pergola w/ Vine	2,160	SF	\$35.00	\$75,600.00
14	Shade Structure / Pavilion	1	LS	\$15,000.00	\$15,000.00
15	Picnic tables (w/ 2 benches each)	8	EA	\$2,000.00	\$16,000.00
16	Art Plaza & Fountain	1	LS	\$55,000.00	\$55,000.00
17	Steel Art on Fence	1	LS	\$5,000.00	\$5,000.00
18	Mural Art on Bridge Walls	1	LS	\$5,000.00	\$5,000.00
19	Giant Veggie Installations / Footings - Carrots	3	EA	\$5,000.00	\$15,000.00
20	Giant Veggie Installations / Footing - Watermelon	1	EA	\$5,000.00	\$5,000.00
21	Billboard / Art Cut-out / Footing	1	EA	\$5,000.00	\$5,000.00
22	Gateway Arch	1	LS	\$8,500.00	\$8,500.00
23	Toddler Play Area	1	LS	\$6,500.00	\$6,500.00
24	Raised Planter Beds	18	EA	\$700.00	\$12,600.00
25	Row Crops - On-grade	2,400	SF	\$1.00	\$2,400.00
26	Pollinator Planters	5	EA	\$3,500.00	\$17,500.00
27	Farm Stand / Storage (\$20000) w/ 2 Trellises @ 15' x 24' each (\$15,000 each)	1	LS	\$50,000.00	\$50,000.00
28	Concrete around Farm Stand	7,526	SF	\$10.00	\$75,260.00
29	Lighting	1	LS	\$10,000.00	\$10,000.00
30	Electrical	1	LS	\$2,500.00	\$2,500.00
				Hardscape & Site Amenities Subtotal	\$569,175.00

LANDSCAPING					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
31	Soil Mix	1	LS	\$1,500.00	\$1,500.00
32	Landscape	2,500	SF	\$3.00	\$7,500.00
33	Irrigation - Landscape & Garden	1	LS	\$12,000.00	\$12,000.00
34	Bark	25,015	SF	\$1.00	\$25,015.00
35	Shrub Area	2,550	SF	\$2.00	\$5,100.00
36	Berry Hedge	1,800	SF	\$1.00	\$1,800.00
37	Trees	12	EA	\$300.00	\$3,600.00
38	Orchard Trees	23	EA	\$200.00	\$4,600.00
				Landscaping Subtotal	\$61,115.00

Note: This estimate is based on the Conceptual Plan dated September 24, 2021. It is recognized that neither the Landscape Architect nor the client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid or competitive bidding, market or negotiating conditions. Accordingly, the Landscape Architect cannot warrant or represent that bids or negotiated prices will not vary from any statement of probable construction cost.

Sub-Total	\$690,534.00
Contingency 10%	\$69,053.40
Total	\$759,587.40

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## AGENDA TRANSMITTAL

**MEETING DATE:** October 5, 2021

---

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2021-\_\_\_: A Resolution of the City Council of the City of Suisun City Recognizing June 19 of each year as Juneteenth Day and Declaring Juneteenth as a Suisun City Holiday

---

**FISCAL IMPACT:** There is no significant direct fiscal impact to the General Fund. This action would add eight hours of Holiday Leave to employees' leave banks and would result in a City Hall closure date on or around June 19<sup>th</sup>, but no budget adjustment or increase is necessary.

---

**STRATEGIC PLAN IMPACT:** Provide Good Governance.

---

**BACKGROUND:** Juneteenth, also known as "Juneteenth Independence Day," "Emancipation Day," "Liberation Day," "Emancipation Celebration," "Black Independence Day," and "Freedom Day," commemorates and marks the effective end of slavery in the United States on June 19, 1865, almost two and one-half years after President Lincoln issued the Emancipation Proclamation on January 1, 1863. On that day, Union Army Major General Gordon Granger arrived in Galveston, Texas, to announce the end of both the Civil War and slavery, and read out loud General Order No. 3, which stated in part: "The people of Texas are informed that in accordance with a Proclamation from the Executive of the United States, all slaves are free. This involves an absolute equity of rights and rights of property between masters and former slaves, and the connection heretofore existing between them becomes that between employer and free laborer."

---

**STAFF REPORT:** The observance of Juneteenth honors the history, perseverance, and achievements of African Americans, and celebrates America's progress and continuing commitment to realizing the principles of liberty and equality upon which our nation was founded. This observance is a reminder of the hardships and losses suffered by African Americans in their struggle to attain freedom, and we pay tribute to the memory of those who made the ultimate sacrifice in this quest; through their experiences and those of others who were successful in achieving victory, we find among the most poignant and valuable lessons of humankind that continue to resonate with people of all backgrounds.

On June 18, 2021 President Biden signed legislation to make Juneteenth a federal holiday, enshrining June 19 as the national day to commemorate the end of slavery in the United States. Mayor Wilson, with the power of her office as Mayor, declared June 19<sup>th</sup> 2021 to be a city holiday. This action would make June 19<sup>th</sup> a permanently observed city holiday and result in the closure of City Hall on that date. Employees who, if not required to work, shall be entitled to eight hours of leave at full pay without charge to existing accruals and for those employees who are required to work, they shall receive eight hours of compensatory time.

---

**PREPARED BY:**  
**REVIEWED AND APPROVED BY:**

Greg Folsom, City Manager  
 Greg Folsom, City Manager

---

**STAFF RECOMMENDATION:** It is recommended that the City Council:

Council Adoption of Resolution No. 2021-\_\_\_: A Resolution of the City Council of the City of Suisun City Recognizing June 19 of each year as Juneteenth Day and Declaring Juneteenth as a Suisun City Holiday.

---

**ATTACHMENTS:**

1. Resolution No. 2021-\_\_\_: – A Resolution of the City Council of the City of Suisun City Recognizing June 19 of each year as Juneteenth Day and Declaring Juneteenth as a Suisun City Holiday.

**RESOLUTION NO. 2021 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
RECOGNIZING JUNE 19 OF EACH YEAR AS JUNETEENTH DAY AND A SUISUN  
CITY HOLIDAY**

**WHEREAS**, Juneteenth, also known as "Juneteenth Independence Day," "Emancipation Day," "Liberation Day," "Emancipation Celebration," "Black Independence Day," and "Freedom Day," commemorates and marks the effective end of slavery in the United States on June 19, 1865, almost two and one-half years after President Lincoln issued the Emancipation Proclamation;

**WHEREAS**, on that day, Union Army Major General Gordon Granger arrived in Galveston, Texas, to announce the end of both the Civil War and slavery, and read out loud General Order No. 3, which stated in part: "The people of Texas are informed that in accordance with a Proclamation from the Executive of the United States, all slaves are free. This involves an absolute equity of rights and rights of property between masters and former slaves, and the connection heretofore existing between them becomes that between employer and free laborer";

**WHEREAS**, the formerly enslaved people in Texas celebrated their freedom on June 19, 1865, and such celebrations gradually evolved into the official commemorative holiday that has become known as "Juneteenth," which continues to be celebrated throughout the United States through education, festivities, ceremonies, food, and other cultural traditions;

**WHEREAS**, the celebration of Juneteenth allowed freed slaves and their descendants to recount memories of that great day in 1865 when freedom was proclaimed, and served as an inspiration and encouragement for future generations;

**WHEREAS**, Juneteenth serves as an extremely significant day of remembrance and acknowledgment of the history, freedom, culture, strength, perseverance, and achievement of the past, present, and future generations of the African-American community;

**WHEREAS**, while Juneteenth is a time for celebration, it is also a time for reflection, education, and self-improvement; to recognize the significant roles that African-Americans have played in the history of the United States and how African-Americans have enriched society through their steadfast commitment to promoting freedom, unity, and equality;

**WHEREAS**, in 1980, the State of Texas was the first state to recognize Juneteenth as an official state holiday, through the efforts of Al Edwards, an African-American State Legislator;

**WHEREAS**, Juneteenth holds an important place in United States history for all Americans to reflect on, learn about, and appreciate the struggles, triumphs, and continued growth of our nation as a whole; and

1           **WHEREAS**, Juneteenth commemorates and honors African-American ancestors  
2 who survived the inhumane institution of bondage, as well as demonstrating pride in the  
3 marvelous legacy of resistance and perseverance, and now serves as a historic milestone  
4 reminding Americans of the triumph of the human spirit over the cruelty of slavery; and

5           **WHEREAS**, on June 18, 2021 President Biden signed legislation to make  
6 Juneteenth a federal holiday, enshrining June 19 as the national day to commemorate the  
7 end of slavery in the United States; and

8           **WHEREAS**, on June 17, 2021 Mayor Wilson, with the power of her office as  
9 Mayor, issued a proclamation declaring Juneteenth to be a city holiday in 2021 to be  
10 observed on Monday, June 21, 2021 with the closure of city facilities and  
11 authorization of eight hours of holiday time to city employees.

12           **NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Suisun  
13 City hereby establishes Juneteenth as a Suisun City holiday.

14           **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Suisun  
15 City duly held on Tuesday, the 5<sup>th</sup> day of October 5, 2021, by the following vote:

16	<b>AYES:</b>	Council Members:	_____
17	<b>NOES:</b>	Council Members:	_____
18	<b>ABSENT:</b>	Council Members:	_____
19	<b>ABSTAIN:</b>	Council Members:	_____

20           **WITNESS** my hand and the seal of said City this 5<sup>th</sup> of October, 2021.

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\_\_\_\_\_  
Anita Skinner  
City Clerk

## AGENDA TRANSMITTAL

**MEETING DATE:** October 5, 2021

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**CITY AGENDA ITEM:** Council Discussion and Direction: COVID-19

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**FISCAL IMPACT:** There is no fiscal impact to the General Fund. Discussion and Direction only.

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**STRATEGIC PLAN IMPACT:** Provide Good Governance.

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**BACKGROUND:** On July 27, 2021, the Centers for Disease Control and Prevention (CDC) released updated guidance on the need for urgently increasing COVID-19 vaccination coverage and a recommendation for everyone in areas of substantial or high transmission to wear a mask in public indoor places, even if they are fully vaccinated. CDC issued this new guidance due to several concerning developments and newly emerging data signals.

First, a significant increase in new cases reversed what had been a steady decline since January 2021. In the days leading up to our guidance update, CDC saw a rapid and alarming rise in the COVID-19 case and hospitalization rates around the country.

Second, new data began to emerge that the Delta variant was more infectious and was leading to increased transmissibility when compared with other variants, even in some vaccinated individuals.

Current information from the CDC:

- Delta is currently the predominant variant of the virus in the United States
- The Delta variant is highly contagious, more than 2X as contagious as previous variants.
- The vast majority of hospitalization and death caused by COVID-19 are in unvaccinated people.

**Unvaccinated people remain the greatest concern:** The greatest risk of transmission is among unvaccinated people who are much more likely to get infected and, therefore, transmit the virus. Fully vaccinated people get COVID-19 (known as breakthrough infections) less often than unvaccinated people. People infected with the Delta variant, including fully vaccinated people with symptomatic breakthrough infections, can transmit the virus to others. CDC is continuing to assess data on whether fully vaccinated people with asymptomatic breakthrough infections can transmit the virus.

**Fully vaccinated people with Delta variant breakthrough infections can spread the virus to others. However, vaccinated people appear to spread the virus for a shorter time:** For prior variants, lower amounts of viral genetic material were found in samples taken from fully vaccinated people who had breakthrough infections than from unvaccinated people with COVID-19. For people infected with the Delta variant, similar amounts of viral genetic material have been found among both unvaccinated and fully vaccinated people. However, like prior variants, the

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**PREPARED AND APPROVED BY:**

Greg Folsom, City Manager

amount of viral genetic material may go down faster in fully vaccinated people when compared to unvaccinated people. This means fully vaccinated people will likely spread the virus for less time than unvaccinated people.

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**STAFF REPORT:** Given what the CDC knows about the Delta variant, vaccine effectiveness, and current vaccine coverage, layered prevention strategies, including wearing masks, are recommended to reduce the transmission of this variant. The CDC recommends using all the prevention strategies available, including masking indoors in public places, to stop transmission and stop the pandemic.

Solano County is the only Bay Area county that does not have a mask mandate. The Solano County Public Health Officer and the Board of Supervisors have declined to issue a mask mandate or a vaccine mandate for Solano County employees.

President Biden announced vaccination requirements for employers with over 100 employees. OSHA is currently working on regulations and an Emergency Temporary Standard will be coming out soon to implement the requirement.

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**STAFF RECOMMENDATION:** It is recommended that the City Council:

Discuss the issues and provide direction to staff.

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**ATTACHMENTS:** none