

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



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

A G E N D A

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, SEPTEMBER 20, 2022

5:30 P.M.

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

NOTICE

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

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

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

ZOOM MEETING INFORMATION:

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

MEETING ID: 839 7347 3481

CALL IN PHONE NUMBER: (707) 438-1720

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

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

ROLL CALL

Council Members

CONFLICT OF INTEREST NOTIFICATION

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

DEPARTMENTS: AREA CODE (707)

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

PUBLIC COMMENT

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

CLOSED SESSION

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

City Council**1. PERSONNEL MATTERS**

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

2. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager and City Attorney

Employee organizations:

Unrepresented Employees;

SCEA (Suisun City Employees' Association);

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

SCPOA (Suisun City Police Officers Association);

SCPFA IAFF (Suisun City Professional Firefighters' Association).

CONVENE OPEN SESSION

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

ADJOURNMENT

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

PLEASE NOTE:

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

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

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



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

A G E N D A

REGULAR MEETING OF THE SUISUN CITY COUNCIL

SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, AND HOUSING AUTHORITY

TUESDAY, SEPTEMBER 20, 2022

6:30 P.M.

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

NOTICE

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(Next Ord. No. – 796)

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

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

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

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ROLL CALL

Council / Board Members

Pledge of Allegiance

Invocation

CONFLICT OF INTEREST NOTIFICATION

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

REPORTS: (Informational items only)

1. City Manager/Executive Director/Staff

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

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

Short Break in City Hall Lobby Rotunda.

PUBLIC COMMENTS

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COUNCIL COMMENTS

3. Council/Boardmembers Updates

CONSENT CALENDAR

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

City Council

4. Council Consideration and possible action to adopt Resolution No. 2022-__ : A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) *et seq.*, through October 19, 2022 – (Folsom: gfolson@suisun.com).
5. Council Adoption of a Resolution No. 2022-__ : Amend the Job Classifications of Public Safety Dispatcher I/II and Senior Public Safety Dispatcher – (Penland: cpenland@suisun.com).
6. City Council Adoption of Resolution No. 2022-__ : Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Goodwin Consulting Group to complete a Fiscal Impact Analysis for the development of two logistics centers totaling 3.4 million square feet of industrial space within the City's Sphere of Influence – (Bermudez: jbermudez@suisun.com).

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

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

Joint City Council / Suisun City Council Acting as Successor Agency

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

PUBLIC HEARING None**GENERAL BUSINESS** None**REPORTS: (Informational items only)**

9. Non-Discussion Items

ADJOURNMENT

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AGENDA TRANSMITTAL

MEETING DATE: September 20, 2022

CITY AGENDA ITEM: Council Consideration and possible action to adopt Resolution No. 2022-__: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) *et seq.*, through October 19, 2022.

FISCAL IMPACT: None.

STRATEGIC PLAN: Provide Good Governance.

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

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

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

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

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

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

PREPARED/APPROVED BY:

Greg Folsom, City Manager

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

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

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

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2022- ____: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City's the legislative bodies, as authorized by government code section 54953(e) et seq., through October 19, 2022.

ATTACHMENTS:

1. Resolution 2022-____ A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City's the legislative bodies, as authorized by government code section 54953(e) et seq., through October 19, 2022.

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN
CITY PROCLAIMING A LOCAL EMERGENCY PERSISTS AND
AUTHORIZING THE TRANSITION TO USE OF REMOTE
TELECONFERENCE MEETING PROCEDURES BY CITY'S THE
LEGISLATIVE BODIES, AS AUTHORIZED BY GOVERNMENT
CODE SECTION 54953(E) *ET SEQ.*, THROUGH OCTOBER 19, 2022.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35 Section 5. The City Manager and legislative bodies of the City are hereby authorized
36 and directed to take all actions necessary to carry out the intent and purpose of this Resolution
37 including, conducting open and public meetings in accordance with Government Code section
38 54953(e) and other applicable provisions of the Brown Act.

Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) October 19, 2022, or (ii) such time the Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Suisun City duly held on September 20, 2022, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

WITNESS my hand and the seal of said City this 20th day of September 2022.

Anita Skinner
City Clerk

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AGENDA TRANSMITTAL

MEETING DATE: September 20, 2022

CITY AGENDA ITEM: Council Adoption of a Resolution No. 2022-__ Amend the Job Classifications of Public Safety Dispatcher I/II and Senior Public Safety Dispatcher.

FISCAL IMPACT: There is no financial impact from this Classification Action.

STRATEGIC PLAN IMPACT: Provide Good Governance.

BACKGROUND: The City's Public Safety Dispatcher I/II and Senior Public Safety Dispatcher Class Specifications were established in 2006. The Human Resources department amended these classification specifications with updated job titles in 2016.

The FY 22/23 budget includes a new Senior Public Safety Dispatcher position allocated to the Police Department. The Human Resources Division conducted an abbreviated job evaluation process to update the class specification in preparation for recruitment since this job class has not been used in several years. During this review process, updates to the Public Safety Dispatcher I/II were also identified.

STAFF REPORT: The education and experience guidelines for Public Safety Dispatcher I/II have been updated to reflect the current education, training, experience, and license or certificates that are minimally required of incumbents in these positions, based on the requisite knowledge, skills and abilities necessary for these positions. Updates include:

- Public Safety Dispatcher I – a typing speed of 50 wpm; a T-score (50 or higher) from a dispatcher training program or certificate of completion is desirable; and successful completion of the POST dispatcher course within one year of hire is now required.
- Public Safety Dispatcher II – two years as a Public Safety Dispatcher I; and a typing speed of 50 wpm are now required.

The proposed amendments will bring the class specs in line with the current recruitment needs for this classification series.

The Senior Public Safety Dispatcher classification is an advanced journey level classification that typically performs the most complex work and leads the work of other staff in the Unit. The duty statements are being updated to reflect the lead worker responsibilities required of this position. Additionally, the relevant knowledge and abilities required for success as a lead worker have also been updated.

The Police Department currently has vacancies at the Public Safety Dispatcher I/II and Senior Public Safety Dispatcher levels. Once the amended class specs are adopted, the City will open recruitment to establish eligible lists to fill the current vacancies.

PREPARED BY:

Christina Penland, Human Resources Administrator

REVIEWED/APPROVED BY:

Gregory Folsom, City Manager

These classifications are represented by the Suisun City Police Officers' Association (SCPOA). Staff has completed our obligation to meet and confer and the SCPOA is in support of these amendments.

The amended class specifications detailing the proposed changes are attached to this staff report.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2022-__ Amending the Job Classifications of Public Safety Dispatcher I/II and Senior Public Safety Dispatcher.

ATTACHMENTS:

1. Council Adoption of Resolution No. 2022-__ Amending the Job Classifications of Public Safety Dispatcher I/II and Senior Public Safety Dispatcher.
 - a. Public Safety Dispatcher I/II Classification Specification – Redline
 - b. Public Safety Dispatcher I/II Classification Specification – Clean
 - c. Senior Public Safety Dispatcher Classification Specification – Redline
 - d. Senior Public Safety Dispatcher Classification Specification – Clean

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY TO
AMEND THE JOB CLASSIFICATIONS OF PUBLIC SAFETY DISPATCHER I/II
AND SENIOR PUBLIC SAFETY DISPATCHER.**

WHEREAS, Suisun City Code Chapter 2.40 establishes a Personnel System that includes Classifications to group positions with similar duties and responsibilities into categories, and Pay Ranges within a Compensation Plan to establish appropriate compensation for the various Classes; and

WHEREAS, the authority to approve new job classifications, establish Pay Ranges for each Classification and approve placement of new Classifications in appropriate bargaining units each by resolution is the purview of the City Council; and

WHEREAS, the City Manager is designated as the Personnel Officer with the responsibility to prepare, maintain and propose revisions to the Classification Plan and a Compensation Plan to be effective upon approval by the City Council; and

WHEREAS, the City Manager has requested the amendment of the Public Safety Dispatcher I/II and Senior Public Safety Dispatcher classifications; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Suisun City, California, adopts the amended class specifications of Public Safety Dispatcher I/II and Senior Public Safety Dispatcher. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 20th day of September 2022, by the following vote:

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

WITNESS my hand and the seal of said City this 20th day of September 2022.

Anita Skinner
City Clerk

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PUBLIC SAFETY DISPATCHER I
PUBLIC SAFETY DISPATCHER II

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under supervision (Public Safety Dispatcher I) or general supervision (Public Safety Dispatcher II) performs a variety of duties involved in receiving, evaluating, prioritizing, and relaying calls for emergency and non-emergency public safety assistance; dispatches appropriate units and coordinates response of emergency personnel; maintains, processes, and distributes police records; operates a variety of telecommunications equipment including radio, telephone, and CAD systems; and performs a wide variety of specialized clerical duties involved in the preparation, maintenance, and release of materials related to law enforcement activities.

DISTINGUISHING CHARACTERISTICS

Public Safety Dispatcher I - This is the entry level class in the Public Safety Dispatcher series, which is typically used as a training class. Positions at this level are not expected to function with the same amount of program knowledge or skill level as positions allocated to the Public Safety Dispatcher II level and initially exercise less independent discretion and judgment in matters related to work procedures and methods. While in training, work is usually supervised while in progress and fits an established structure or pattern. After initial training period, only occasional instruction or assistance is provided as new or unusual situations arise, with exceptions or changes in procedures explained in detail as they arise. Advancement to the "II" level is based on demonstrated proficiency in performing the full range of assigned duties, the completion of the minimum experience and education requirements for the "II" level, and is at the discretion of higher level supervisory or management staff.

Public Safety Dispatcher II - This is the full journey level class in the Public Safety Dispatcher series performing the full range of dispatcher duties. Positions at this level are distinguished from the Public Safety Dispatcher I level by independent performance of the range of duties, applying well developed program area knowledge, training new employees, and implementing new procedures. Positions at this level are fully aware of the operating procedures and policies of the work unit. Work is normally reviewed only on completion and for overall results. Positions in this class series are flexibly staffed and positions at the Public Safety Dispatcher II level are normally filled by advancement from the Public Safety Dispatcher I level.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Receives, classifies, and prioritizes all incoming calls to the dispatch center including 911 calls and business line calls received from citizens requesting service or information; operates a variety of public safety communications equipment including 911 emergency telephone equipment, computer aided dispatch systems, and multi-channel radio systems; dispatches police and fire units and personnel.
2. Performs a variety of duties involved in police records operations including disseminating, maintaining confidentiality, evaluating, copying, and filing police records and reports; processes and distributes arrest reports to the District Attorney, juvenile probation offices, and courts in a timely manner; ensures that information is released in accordance with related laws and Police Department policies.
3. Evaluates response necessary as dictated by a given request for service; determines nature, location, and priority of calls; operates computer aided dispatch system to create calls for service within response criteria guidelines; assigns and dispatches appropriate police, fire, or other emergency vehicles, equipment, and personnel in accordance with policies and procedures; transfers calls to other

CITY OF SUISUN CITY
Public Safety Dispatcher I/II (Continued)

- appropriate agency in accordance with established procedures; obtains and dispatches other support services as necessary.
4. Maintains contacts with all units on assignment through computer aided dispatch; maintain status and location of police field units; maintains computer records of traffic stops and other officer initiated activity.
 5. Performs a wide variety of specialized clerical duties involved in the preparation, maintenance, and release of materials related to law enforcement activities including to organize, process, maintain, update, and route a variety of departmental reports, records, and files; operates and maintains the departmental centralized record keeping systems; makes inquiries; enters reports; updates individual files; updates codes.
 6. Retrieves and monitors information from local agency radio traffic, and local, state, and national computer networks regarding wanted persons, stolen property, vehicle registration, stolen vehicles, restraining orders, criminal histories, parolees, and other related information; relays information to officers in the field.
 7. Operates computer terminals and teletype machine to enter, modify, and retrieve data such as stolen and recovered property, towed and stolen vehicles, missing and unidentified persons, citations, field interviews, driver license and vehicle registration information, and warrants on wanted persons; composes and transmits messages to other agencies.
 8. Performs a variety of general and specialized clerical duties in support of the department; compiles, maintains, processes, and prepares a variety of records and reports; types transcripts from taped interviews; maintains various files; prepares supplemental reports as directed.
 9. As assigned, processes, evaluates, and distributes police reports and records ensuring that information is released in accordance with related laws and departmental policies.
 10. Responds to telephone and fax requests from citizens, business, and other agencies; provides assistance and answers questions in response to requests; provides other agencies with criminal history information and reports; transfers calls for service to dispatch as necessary.
 11. Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operations, services, and activities of a public safety telecommunications and dispatch center.
Operational characteristics of modern public safety telecommunications equipment including computer aided dispatch systems and multi-channel radio systems.
Law enforcement and emergency service procedures for responding to and handling reported incidents.
Techniques of questioning for both emergency and non-emergency calls.
Methods and techniques of receiving, prioritizing, and dispatching emergency and non-emergency calls for service.
Functions of the Police and Fire Departments and other City Departments.
Geographic features and locations within the area served.
English usage, spelling, grammar, and punctuation.
Modern office procedures, methods, and computer equipment.
Pertinent federal, state, and local laws, codes, and regulations.

CITY OF SUISUN CITY
Public Safety Dispatcher I/II (Continued)

Methods and techniques of telephone etiquette.
Methods and techniques of conflict resolution.
Principles and procedures of record keeping.

Ability to:

Respond to and resolve difficult and sensitive citizen inquiries and complaints.
Effectively communicate and elicit information from upset and irate callers.
Make independent decisions that affect the safety of public safety personnel, citizens, and property, such as those involved in determining the urgency of requests received and the appropriate action to take.
Dispatch police and fire units quickly and effectively.
Think quickly, calmly, and clearly in emergency situations.
Perform multiple tasks simultaneously.
Operate a variety of telecommunications receiving and transmitting equipment including radio transmitting communication equipment, teletype equipment, and computer equipment.
Operate specialized public safety computer systems and applications including the Criminal Justice Information System (CJIS), the National Crime Information Center (NCIC) computer systems, and local CAD/RMS system.
Read and interpret maps and other navigational resources and give directions.
Type and enter data accurately at a speed of 50 wpm, necessary for successful job performance.
Work under pressure, exercise good judgment, and make sound decisions in emergency situations.
Understand and follow oral and written instructions.
Interpret, apply, and explain applicable federal, state and local policies, procedures, laws, codes and regulations including police records retention and dissemination policies and procedures.
Maintain composure, alertness and concentration while working for extended periods of time.
Compile, maintain, process, and prepare a variety of records and reports.
Deal tactfully and courteously with the public reporting emergencies and seeking information or filing a report.
Listen and comprehend radio transmissions and telephone calls.
Clearly project voice over radio and telephone.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Public Safety Dispatcher I

Education/Training:

~~Equivalent to the completion of the twelfth grade supplemented by successful completion of the basic dispatcher course within specified time period.~~ High School Diploma or equivalent.

Experience:

Two years of increasingly responsible clerical experience that includes customer service in an environment with frequent interruptions.

License or Certificate:

A typing certificate showing a minimum speed of 50 wpm from an accredited testing agency is required.

A documented T-score (50 or higher) from a dispatcher training program or certificate of completion is desirable.

Incumbents will be required to successfully complete the basic dispatcher course and obtain a valid P.O.S.T. Dispatcher Certificate within one year of hire.

CITY OF SUISUN CITY
Public Safety Dispatcher I/II (Continued)

Public Safety Dispatcher II

Education/Training:

~~Equivalent to the completion of the twelfth grade supplemented by successful completion of the basic dispatcher course within specified time period.~~ High School Diploma or equivalent.

Experience:

~~One year~~ Two years of experience comparable to that of a Public Safety Dispatcher I with the City of Suisun City.

License or Certificate:

Possession of ~~or ability to obtain, an appropriate,~~ a valid P.O.S.T. Dispatcher Certificate.

A typing certificate showing a minimum speed of 50 wpm from an accredited testing agency is required.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Office and emergency services dispatch center setting with extensive public contact; incumbents are required to work evening, night, weekend and holiday shifts; incumbents may be called back or held over to maintain staffing levels.

Physical: Primary functions require sufficient physical ability to work in an office and emergency dispatch center setting; stand or sit for prolonged periods of time; occasionally stoop, bend, kneel, crouch, reach, and twist; push, pull, lift, and/or carry light to moderate weights; operate office equipment including use of computer keyboard; requires a sense of touch, finger dexterity, and gripping with hands and fingers; ability to speak and hear to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

~~Updated March 2016
Suisun City Staff~~

~~Originally Accepted October, 2006
Johnson & Associates~~

<u>FLSA</u>	<u>Non-Exempt</u>
<u>B.U.</u>	<u>SCPOA</u>
<u>Established</u>	<u>October 2006 – Johnson & Associates</u>
<u>Amended</u>	<u>March 2016 – Human Resources Staff</u>
<u>Amended</u>	<u>9/6/2022 – Reso: 2022-</u>

PUBLIC SAFETY DISPATCHER I
PUBLIC SAFETY DISPATCHER II

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under supervision (Public Safety Dispatcher I) or general supervision (Public Safety Dispatcher II) performs a variety of duties involved in receiving, evaluating, prioritizing, and relaying calls for emergency and non-emergency public safety assistance; dispatches appropriate units and coordinates response of emergency personnel; maintains, processes, and distributes police records; operates a variety of telecommunications equipment including radio, telephone, and CAD systems; and performs a wide variety of specialized clerical duties involved in the preparation, maintenance, and release of materials related to law enforcement activities.

DISTINGUISHING CHARACTERISTICS

Public Safety Dispatcher I - This is the entry level class in the Public Safety Dispatcher series, which is typically used as a training class. Positions at this level are not expected to function with the same amount of program knowledge or skill level as positions allocated to the Public Safety Dispatcher II level and initially exercise less independent discretion and judgment in matters related to work procedures and methods. While in training, work is usually supervised while in progress and fits an established structure or pattern. After initial training period, only occasional instruction or assistance is provided as new or unusual situations arise, with exceptions or changes in procedures explained in detail as they arise. Advancement to the "II" level is based on demonstrated proficiency in performing the full range of assigned duties, the completion of the minimum experience and education requirements for the "II" level, and is at the discretion of higher level supervisory or management staff.

Public Safety Dispatcher II - This is the full journey level class in the Public Safety Dispatcher series performing the full range of dispatcher duties. Positions at this level are distinguished from the Public Safety Dispatcher I level by independent performance of the range of duties, applying well developed program area knowledge, training new employees, and implementing new procedures. Positions at this level are fully aware of the operating procedures and policies of the work unit. Work is normally reviewed only on completion and for overall results. Positions in this class series are flexibly staffed and positions at the Public Safety Dispatcher II level are normally filled by advancement from the Public Safety Dispatcher I level.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Receives, classifies, and prioritizes all incoming calls to the dispatch center including 911 calls and business line calls received from citizens requesting service or information; operates a variety of public safety communications equipment including 911 emergency telephone equipment, computer aided dispatch systems, and multi-channel radio systems; dispatches police and fire units and personnel.
2. Performs a variety of duties involved in police records operations including disseminating, maintaining confidentiality, evaluating, copying, and filing police records and reports; processes and distributes arrest reports to the District Attorney, juvenile probation offices, and courts in a timely manner; ensures that information is released in accordance with related laws and Police Department policies.
3. Evaluates response necessary as dictated by a given request for service; determines nature, location, and priority of calls; operates computer aided dispatch system to create calls for service within response criteria guidelines; assigns and dispatches appropriate police, fire, or other emergency vehicles, equipment, and personnel in accordance with policies and procedures; transfers calls to other

CITY OF SUISUN CITY
Public Safety Dispatcher I/II (Continued)

- appropriate agency in accordance with established procedures; obtains and dispatches other support services as necessary.
4. Maintains contacts with all units on assignment through computer aided dispatch; maintain status and location of police field units; maintains computer records of traffic stops and other officer initiated activity.
 5. Performs a wide variety of specialized clerical duties involved in the preparation, maintenance, and release of materials related to law enforcement activities including to organize, process, maintain, update, and route a variety of departmental reports, records, and files; operates and maintains the departmental centralized record keeping systems; makes inquiries; enters reports; updates individual files; updates codes.
 6. Retrieves and monitors information from local agency radio traffic, and local, state, and national computer networks regarding wanted persons, stolen property, vehicle registration, stolen vehicles, restraining orders, criminal histories, parolees, and other related information; relays information to officers in the field.
 7. Operates computer terminals and teletype machine to enter, modify, and retrieve data such as stolen and recovered property, towed and stolen vehicles, missing and unidentified persons, citations, field interviews, driver license and vehicle registration information, and warrants on wanted persons; composes and transmits messages to other agencies.
 8. Performs a variety of general and specialized clerical duties in support of the department; compiles, maintains, processes, and prepares a variety of records and reports; types transcripts from taped interviews; maintains various files; prepares supplemental reports as directed.
 9. As assigned, processes, evaluates, and distributes police reports and records ensuring that information is released in accordance with related laws and departmental policies.
 10. Responds to telephone and fax requests from citizens, business, and other agencies; provides assistance and answers questions in response to requests; provides other agencies with criminal history information and reports; transfers calls for service to dispatch as necessary.
 11. Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operations, services, and activities of a public safety telecommunications and dispatch center.
Operational characteristics of modern public safety telecommunications equipment including computer aided dispatch systems and multi-channel radio systems.
Law enforcement and emergency service procedures for responding to and handling reported incidents.
Techniques of questioning for both emergency and non-emergency calls.
Methods and techniques of receiving, prioritizing, and dispatching emergency and non-emergency calls for service.
Functions of the Police and Fire Departments and other City Departments.
Geographic features and locations within the area served.
English usage, spelling, grammar, and punctuation.
Modern office procedures, methods, and computer equipment.
Pertinent federal, state, and local laws, codes, and regulations.

CITY OF SUISUN CITY
Public Safety Dispatcher I/II (Continued)

Methods and techniques of telephone etiquette.
Methods and techniques of conflict resolution.
Principles and procedures of record keeping.

Ability to:

Respond to and resolve difficult and sensitive citizen inquiries and complaints.
Effectively communicate and elicit information from upset and irate callers.
Make independent decisions that affect the safety of public safety personnel, citizens, and property, such as those involved in determining the urgency of requests received and the appropriate action to take.
Dispatch police and fire units quickly and effectively.
Think quickly, calmly, and clearly in emergency situations.
Perform multiple tasks simultaneously.
Operate a variety of telecommunications receiving and transmitting equipment including radio transmitting communication equipment, teletype equipment, and computer equipment.
Operate specialized public safety computer systems and applications including the Criminal Justice Information System (CJIS), the National Crime Information Center (NCIC) computer systems, and local CAD/RMS system.
Read and interpret maps and other navigational resources and give directions.
Type and enter data accurately at a speed of 50 wpm, necessary for successful job performance.
Work under pressure, exercise good judgment, and make sound decisions in emergency situations.
Understand and follow oral and written instructions.
Interpret, apply, and explain applicable federal, state and local policies, procedures, laws, codes and regulations including police records retention and dissemination policies and procedures.
Maintain composure, alertness and concentration while working for extended periods of time.
Compile, maintain, process, and prepare a variety of records and reports.
Deal tactfully and courteously with the public reporting emergencies and seeking information or filing a report.
Listen and comprehend radio transmissions and telephone calls.
Clearly project voice over radio and telephone.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Public Safety Dispatcher I

Education/Training:

High School Diploma or equivalent.

Experience:

Two years of increasingly responsible clerical experience that includes customer service in an environment with frequent interruptions.

License or Certificate:

A typing certificate showing a minimum speed of 50 wpm from an accredited testing agency is required.

A documented T-score (50 or higher) from a dispatcher training program or certificate of completion is desirable.

Incumbents will be required to successfully complete the basic dispatcher course and obtain a valid P.O.S.T. Dispatcher Certificate within one year of hire.

CITY OF SUISUN CITY
Public Safety Dispatcher I/II (Continued)

Public Safety Dispatcher II

Education/Training:

High School Diploma or equivalent.

Experience:

Two years of experience comparable to that of a Public Safety Dispatcher I with the City of Suisun City.

License or Certificate:

Possession of a valid P.O.S.T. Dispatcher Certificate.

A typing certificate showing a minimum speed of 50 wpm from an accredited testing agency is required.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Office and emergency services dispatch center setting with extensive public contact; incumbents are required to work evening, night, weekend and holiday shifts; incumbents may be called back or held over to maintain staffing levels.

Physical: Primary functions require sufficient physical ability to work in an office and emergency dispatch center setting; stand or sit for prolonged periods of time; occasionally stoop, bend, kneel, crouch, reach, and twist; push, pull, lift, and/or carry light to moderate weights; operate office equipment including use of computer keyboard; requires a sense of touch, finger dexterity, and gripping with hands and fingers; ability to speak and hear to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

FLSA	Non-Exempt
B.U.	SCPOA
Established	October 2006 – Johnson & Associates
Amended	March 2016 – Human Resources Staff
Amended	9/6/2022 – Reso: 2022-

SENIOR PUBLIC SAFETY DISPATCHER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under general supervision, performs a variety of duties involved in receiving, evaluating, prioritizing, and relaying calls for emergency and non-emergency public safety assistance; provides training, scheduling, and quality control responsibilities; dispatches appropriate units and coordinates response of emergency personnel; operates a variety of telecommunications equipment including radio, telephone, and CAD systems; manages, processes, and distributes police records; and performs a wide variety of specialized clerical duties involved in the preparation, maintenance, and release of materials related to law enforcement activities.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level class in the Public Safety Dispatcher series. The Senior Public Safety Dispatcher is distinguished from the Public Safety Dispatcher II level by its responsibility for leading and providing direction to other ~~Communication and Records Technician~~ Public Safety Dispatch employees. Positions at this level are fully aware of the operating procedures and policies of the work unit and act with considerable independent judgment. Employees in this class perform the most complex ~~communication technician-dispatch and records~~ duties including specialized areas of assignment.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Lead, plan, train, and review the work of staff responsible for performing duties related to the operation of the dispatch center; participate in performing the work of the unit and perform the most complex work of the unit including addressing technical issues and making operational decisions in coordination with supervisory and management staff; audit data input from dispatch center activities.
- ~~1-2.~~ 2. Receives, classifies, and prioritizes incoming calls to the dispatch center including 911 calls and business line calls received from citizens requesting service or information; operates a variety of public safety communications equipment including 911 emergency telephone equipment, computer aided dispatch systems, and multi-channel radio systems; dispatches police and fire units and personnel.
- ~~2-3.~~ 3. Performs duties and training in police records operations including disseminating, maintaining confidentiality, evaluating, copying, and filing police records and reports; processes and distributes arrest reports to the District Attorney, juvenile probation offices, and courts in a timely manner; ensures that information is released in accordance with related laws and Police Department policies.
- ~~3-4.~~ 4. Evaluates response necessary as dictated by a given request for service; determines nature, location, and priority of calls; operates computer aided dispatch system to create calls for service within response criteria guidelines; assigns and dispatches appropriate police, fire, or other emergency vehicles, equipment, and personnel in accordance with policies and procedures; transfers calls to other appropriate agency in accordance with established procedures; obtains and dispatches other support services as necessary.
- ~~4-5.~~ 5. Assists in coordinating the hiring of new ~~Communication and Records Technicians~~ Public Safety Dispatchers; participates in the interviewing of applicants.
- ~~5-6.~~ 6. Receives specialized assignments; calculates and presents a variety of statistics, as requested.

CITY OF SUISUN CITY
Senior Public Safety Dispatcher (Continued)

7. Creates schedules for ~~support services~~ dispatch personnel; coordinates time off requests, standby assignments and scheduling of overtime; implements shift selections, rotations and vacation roster requests.
8. Observes the performance of Public Safety Dispatchers across shifts; provides input into the formal employee performance evaluation process.
- ~~6-9.~~ ^a Acts as system administrator for CAD and the records management system; provides call quality control by accessing and evaluating recorded calls.
- ~~7-10.~~ Maintains contacts with all units on assignment through computer aided dispatch; maintain status and location of police field units; maintains computer records of traffic stops and other ~~officer~~ initiated/officer-initiated activity.
- ~~8-11.~~ Performs a wide variety of general and specialized clerical duties involved in the preparation, maintenance, and release of materials related to law enforcement activities including to organize, process, maintain, update, and route a variety of departmental reports, records, and files; operates and maintains the departmental centralized record keeping systems; makes inquiries; enters reports; updates individual files; updates codes.
12. Ensure compliance with all local, state and federal regulations for dispatch and records management to include retention and destruction, accuracy and safe storage of records, report requirements and retrieval.
- ~~9-13.~~ Retrieves and monitors information from local agency radio traffic, and local, state, and national computer networks regarding wanted persons, stolen property, vehicle registration, stolen vehicles, restraining orders, criminal histories, parolees, and other related information; relays information to officers in the field.
- ~~10-14.~~ Operates computer terminals and teletype machine to enter, modify, and retrieve data such as stolen and recovered property, towed and stolen vehicles, missing and unidentified persons, citations, field interviews, driver license and vehicle registration information, and warrants on wanted persons; composes and transmits messages to other agencies.
- ~~11. Performs a variety of general clerical duties in support of the department; compiles, maintains, processes, and prepares a variety of records and reports; types transcripts from taped interviews; maintains various files; prepares supplemental reports as directed.~~
- ~~12-15.~~ Processes, evaluates, and distributes police reports and records ensuring that information is released in accordance with related laws and departmental policies; maintains training records for sworn police staff.
- ~~13-16.~~ Responds to telephone and fax requests from citizens, business, and other agencies; provides assistance and answers questions in response to requests; provides other agencies with criminal history information and reports; transfers calls for service to dispatch as necessary.
- ~~14-17.~~ Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Principles of lead supervision and training.

CITY OF SUISUN CITY
Senior Public Safety Dispatcher (Continued)

Operations, services, and activities of a public safety telecommunications and dispatch center.
Operational characteristics of modern public safety telecommunications equipment including computer aided dispatch systems and multi-channel radio systems.
Law enforcement and emergency service procedures for responding to and handling reported incidents.
Techniques of questioning for both emergency and non-emergency calls.
Methods and techniques of receiving, prioritizing, and dispatching emergency and non-emergency calls for service.
Functions of the Police and Fire Departments and other City Departments.
Geographic features and locations within the area served.
English usage, spelling, grammar, and punctuation.
Modern office procedures, methods, and computer equipment.
Pertinent federal, state, and local laws, codes, and regulations.
Methods and techniques of telephone etiquette.
Methods and techniques of conflict resolution.
Principles and procedures of record keeping.

Ability to:

Lead, organize, and view the work of dispatch center staff.

Independently perform the most difficult work related to the area of work assigned including technical and administrative duties.

Respond to and resolve difficult and sensitive citizen inquiries and complaints.

Effectively communicate and elicit information from upset and irate callers.

Make independent decisions that affect the safety of public safety personnel, citizens, and property, such as those involved in determining the urgency of requests received and the appropriate action to take.

Provide one-on-one training of new dispatchers.

Interpret, explain, and enforce department policies and procedures.

Dispatch police and fire units quickly and effectively.

Think quickly, calmly, and clearly in emergency situations.

Perform multiple tasks simultaneously.

Operate a variety of telecommunications receiving and transmitting equipment including radio transmitting communication equipment, teletype equipment, and computer equipment.

Operate specialized public safety computer systems and applications including the Criminal Justice Information System (CJIS), the National Crime Information Center (NCIC) computer systems, and local CAD/RMS system.

Read and interpret maps and other navigational resources and give directions.

Type and enter data accurately at a speed necessary for successful job performance.

Work under pressure, exercise good judgment, and make sound decisions in emergency situations.

Understand and follow oral and written instructions.

Interpret, apply, and explain applicable federal, state and local policies, procedures, laws, codes and regulations including police records retention and dissemination policies and procedures.

Maintain composure, alertness and concentration while working for extended periods of time.

Compile, maintain, process, and prepare a variety of records and reports.

Deal tactfully and courteously with the public reporting emergencies and seeking information or filing a report.

Listen and comprehend radio transmissions and telephone calls.

Clearly project voice over radio and telephone.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

CITY OF SUISUN CITY
Senior Public Safety Dispatcher (Continued)

Education and Experience Guidelines - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training:

~~Equivalent to the completion of the twelfth grade supplemented by successful completion of the basic dispatcher course within specified time period.~~ High School diploma or equivalent.

Experience:

Two years of increasingly responsible dispatch/records experience comparable to that of a Public Safety Dispatcher II with the City of Suisun City.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid P.O.S.T. Dispatcher Certificate.

Possession of a P.O.S.T Communications Training Officer Certificate is desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Office and emergency services dispatch center setting with extensive public contact; incumbents are required to work evening, night, weekend and holiday shifts; incumbents may be called back or held over to maintain staffing levels.

Physical: Primary functions require sufficient physical ability to work in an office and emergency dispatch center setting; stand or sit for prolonged periods of time; occasionally stoop, bend, kneel, crouch, reach, and twist; push, pull, lift, and/or carry light to moderate weights; operate office equipment including use of computer keyboard; requires a sense of touch, finger dexterity, and gripping with hands and fingers; ability to speak and hear to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

~~Updated March 2016~~

~~Suisun City Human Resources~~

~~Created October, 2006~~

~~Johnson & Associates~~

<u>FLSA</u>	<u>Non-Exempt</u>
<u>B.U.</u>	<u>SCEA</u>
<u>Established</u>	<u>October 2006 – Johnson & Associates</u>
<u>Amended</u>	<u>March 2016 – Human Resources Staff</u>
<u>Amended</u>	<u>9/6/2022 – Reso: 2022-</u>

SENIOR PUBLIC SAFETY DISPATCHER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under general supervision, performs a variety of duties involved in receiving, evaluating, prioritizing, and relaying calls for emergency and non-emergency public safety assistance; provides training, scheduling, and quality control responsibilities; dispatches appropriate units and coordinates response of emergency personnel; operates a variety of telecommunications equipment including radio, telephone, and CAD systems; manages, processes, and distributes police records; and performs a wide variety of specialized clerical duties involved in the preparation, maintenance, and release of materials related to law enforcement activities.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level class in the Public Safety Dispatcher series. The Senior Public Safety Dispatcher is distinguished from the Public Safety Dispatcher II level by its responsibility for leading and providing direction to other Public Safety Dispatch employees. Positions at this level are fully aware of the operating procedures and policies of the work unit and act with considerable independent judgment. Employees in this class perform the most complex dispatch and records duties including specialized areas of assignment.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Lead, plan, train, and review the work of staff responsible for performing duties related to the operation of the dispatch center; participate in performing the work of the unit and perform the most complex work of the unit including addressing technical issues and making operational decisions in coordination with supervisory and management staff; audit data input from dispatch center activities.
2. Receives, classifies, and prioritizes incoming calls to the dispatch center including 911 calls and business line calls received from citizens requesting service or information; operates a variety of public safety communications equipment including 911 emergency telephone equipment, computer aided dispatch systems, and multi-channel radio systems; dispatches police and fire units and personnel.
3. Performs duties and training in police records operations including disseminating, maintaining confidentiality, evaluating, copying, and filing police records and reports; processes and distributes arrest reports to the District Attorney, juvenile probation offices, and courts in a timely manner; ensures that information is released in accordance with related laws and Police Department policies.
4. Evaluates response necessary as dictated by a given request for service; determines nature, location, and priority of calls; operates computer aided dispatch system to create calls for service within response criteria guidelines; assigns and dispatches appropriate police, fire, or other emergency vehicles, equipment, and personnel in accordance with policies and procedures; transfers calls to other appropriate agency in accordance with established procedures; obtains and dispatches other support services as necessary.
5. Assists in coordinating the hiring of new Public Safety Dispatchers; participates in the interviewing of applicants.
6. Receives specialized assignments; calculates and presents a variety of statistics, as requested.

CITY OF SUISUN CITY

Senior Public Safety Dispatcher (*Continued*)

7. Creates schedules for dispatch personnel; coordinates time off requests, standby assignments and scheduling of overtime; implements shift selections, rotations and vacation roster requests.
8. Observes the performance of Public Safety Dispatchers across shifts; provides input into the formal employee performance evaluation process.
9. Acts as system administrator for CAD and the records management system; provides call quality control by accessing and evaluating recorded calls.
10. Maintains contacts with all units on assignment through computer aided dispatch; maintain status and location of police field units; maintains computer records of traffic stops and other officer-initiated activity.
11. Performs a wide variety of general and specialized clerical duties involved in the preparation, maintenance, and release of materials related to law enforcement activities including to organize, process, maintain, update, and route a variety of departmental reports, records, and files; operates and maintains the departmental centralized record keeping systems; makes inquiries; enters reports; updates individual files; updates codes.
12. Ensure compliance with all local, state and federal regulations for dispatch and records management to include retention and destruction, accuracy and safe storage of records, report requirements and retrieval.
13. Retrieves and monitors information from local agency radio traffic, and local, state, and national computer networks regarding wanted persons, stolen property, vehicle registration, stolen vehicles, restraining orders, criminal histories, parolees, and other related information; relays information to officers in the field.
14. Operates computer terminals and teletype machine to enter, modify, and retrieve data such as stolen and recovered property, towed and stolen vehicles, missing and unidentified persons, citations, field interviews, driver license and vehicle registration information, and warrants on wanted persons; composes and transmits messages to other agencies.
15. Processes, evaluates, and distributes police reports and records ensuring that information is released in accordance with related laws and departmental policies; maintains training records for sworn police staff.
16. Responds to telephone and fax requests from citizens, business, and other agencies; provides assistance and answers questions in response to requests; provides other agencies with criminal history information and reports; transfers calls for service to dispatch as necessary.
17. Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Principles of lead supervision and training.

Operations, services, and activities of a public safety telecommunications and dispatch center.

Operational characteristics of modern public safety telecommunications equipment including computer aided dispatch systems and multi-channel radio systems.

Law enforcement and emergency service procedures for responding to and handling reported incidents.

CITY OF SUISUN CITY
Senior Public Safety Dispatcher (Continued)

Techniques of questioning for both emergency and non-emergency calls.
Methods and techniques of receiving, prioritizing, and dispatching emergency and non-emergency calls for service.
Functions of the Police and Fire Departments and other City Departments.
Geographic features and locations within the area served.
English usage, spelling, grammar, and punctuation.
Modern office procedures, methods, and computer equipment.
Pertinent federal, state, and local laws, codes, and regulations.
Methods and techniques of telephone etiquette.
Methods and techniques of conflict resolution.
Principles and procedures of record keeping.

Ability to:

Lead, organize, and view the work of dispatch center staff.
Independently perform the most difficult work related to the area of work assigned including technical and administrative duties.
Respond to and resolve difficult and sensitive citizen inquiries and complaints.
Effectively communicate and elicit information from upset and irate callers.
Make independent decisions that affect the safety of public safety personnel, citizens, and property, such as those involved in determining the urgency of requests received and the appropriate action to take.
Provide one-on-one training of new dispatchers.
Interpret, explain, and enforce department policies and procedures.
Dispatch police and fire units quickly and effectively.
Think quickly, calmly, and clearly in emergency situations.
Perform multiple tasks simultaneously.
Operate a variety of telecommunications receiving and transmitting equipment including radio transmitting communication equipment, teletype equipment, and computer equipment.
Operate specialized public safety computer systems and applications including the Criminal Justice Information System (CJIS), the National Crime Information Center (NCIC) computer systems, and local CAD/RMS system.
Read and interpret maps and other navigational resources and give directions.
Type and enter data accurately at a speed necessary for successful job performance.
Work under pressure, exercise good judgment, and make sound decisions in emergency situations.
Understand and follow oral and written instructions.
Interpret, apply, and explain applicable federal, state and local policies, procedures, laws, codes and regulations including police records retention and dissemination policies and procedures.
Maintain composure, alertness and concentration while working for extended periods of time.
Compile, maintain, process, and prepare a variety of records and reports.
Deal tactfully and courteously with the public reporting emergencies and seeking information or filing a report.
Listen and comprehend radio transmissions and telephone calls.
Clearly project voice over radio and telephone.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

High School diploma or equivalent.

CITY OF SUISUN CITY
Senior Public Safety Dispatcher (Continued)

Experience:

Two years of increasingly responsible dispatch/records experience comparable to that of a Public Safety Dispatcher II with the City of Suisun City.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid P.O.S.T. Dispatcher Certificate.

Possession of a P.O.S.T Communications Training Officer Certificate is desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Office and emergency services dispatch center setting with extensive public contact; incumbents are required to work evening, night, weekend and holiday shifts; incumbents may be called back or held over to maintain staffing levels.

Physical: Primary functions require sufficient physical ability to work in an office and emergency dispatch center setting; stand or sit for prolonged periods of time; occasionally stoop, bend, kneel, crouch, reach, and twist; push, pull, lift, and/or carry light to moderate weights; operate office equipment including use of computer keyboard; requires a sense of touch, finger dexterity, and gripping with hands and fingers; ability to speak and hear to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

FLSA	Non-Exempt
B.U.	SCEA
Established	October 2006 – Johnson & Associates
Amended	March 2016 – Human Resources Staff
Amended	9/6/2022 – Reso: 2022-

AGENDA TRANSMITTAL

MEETING DATE: September 20, 2022

CITY AGENDA ITEM: City Council Adoption of Resolution No. 2022- ____: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Goodwin Consulting Group to complete a Fiscal Impact Analysis for the development of two logistics centers totaling 3.4 million square feet of industrial space within the City's Sphere of Influence.

FISCAL IMPACT: There would be no impact to the General Fund. The cost for retaining Goodwin Consulting Group to prepare the Fiscal Impact Analysis (FIA) is \$55,000 and is fully borne by the developer/applicant.

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

BACKGROUND: The City is currently contemplating the development of two logistic centers requiring annexation into the City's jurisdiction. Buzz Oates Construction is proposing to annex the Suisun Logistics Center and Highway 12 Logistics Center into the City of Suisun City. The proposed Suisun Logistic Center is at the southeast corner of Pettersen Road, and Walters Road and totals 2.1 million square feet of warehouse uses on approximately 120 acres. The proposed Highway 12 Logistic Center is at the southwest corner of Pennsylvania Avenue and Highway 12 and totals 1.3 million square feet of warehouse and logistics uses on approximately 93 acres. Both Projects also include acreage that would be set aside as open space.

Given the size and scale, and level of investment of the proposed industrial centers, a financial evaluation is necessary for the City to estimate the difference between the costs of providing services to the proposed development and the revenues—taxes and user fees, for example—that will be generated by the development. The FIA would compare the total expected costs to the total expected revenues to determine the net fiscal impact of the proposed development on the City. The FIA may also identify alternative financing solutions such as SCIP (Statewide Community Infrastructure Program), TIF (Tax Increments Financing) districts, SAD (Special Assessment Districts), as well as various other funding structures and public-private partnership options.

The City released a Request for Proposal (RFP) in late June 2022 to complete an FIA and Municipal Services Review. After three weeks, the solicitation period closed with no interest from consultants. Staff extended the solicitation an additional two weeks, which garnered no interest from consultants; as a result, staff directly contacted Goodwin Consulting Group (the consultant was on the initial solicitation list) to provide additional details about the project and the City's expectation to complete the project. After a clearer understanding of the project and City expectations, Goodwin Consulting Group provided the attached Scope of Work to complete the FIA and a Municipal Services Review. Since the consultant's primary skill set is public financing, the staff determined that the work to update the Municipal Services Review should be completed by another consultant. A professional services contract will be forthcoming for these

PREPARED BY:
APPROVED BY:

Jim Bermudez, Development Services Director
Greg Folsom, City Manager

services. The applicant has reviewed the Scope of Work and is amenable to the consultant's approach and costs to complete the FIA.

STAFF REPORT: The purpose of the FIA is to consider: (i) recurring annual revenues accruing to the City from taxes and other public revenues generated by future development of the Projects; and (ii) recurring annual costs incurred by the City related to provision of public services and operation and maintenance of public facilities to support the Projects. To determine these findings, Goodwin Consulting Group will undertake the following tasks, as explained below. A more detailed description of each task is included in Attachment 2.

- Task 1 – Goodwin Consulting Group intends to work with City staff and the Applicant team to compile information and develop assumptions regarding the logistics/warehouse land uses, public improvements, and demographic characteristics of the Projects. This task will produce many of the base assumptions to be used in the fiscal analysis.
- Task 2 – Goodwin Consulting Group will identify fiscal parameters relevant to the Project areas, such as the total property tax rate for each tax rate area; a breakdown of the general levy tax allocation factors from the County Auditor-Controller for each tax rate area; and the distribution of tax Suisun City revenues within each tax rate area.
- Task 3 – Goodwin Consulting Group will analyze the City's Fiscal Year 2022-23 General Fund operating budget to develop per-capita multiplier assumptions for applicable fiscal revenues and expenses.
- Task 4 – Goodwin Consulting Group will develop a dynamic computerized fiscal model that will incorporate City revenue and cost factors and provide a tool to easily compare alternatives, run iterations, and provide sensitivity analyses of the most significant variables.
- Task 5 – Goodwin Consulting Group will describe and summarize the fiscal impact analyses and findings in a separate report.
- Task 6 – Goodwin Consulting Group will attend up to five (5) meetings as needed to complete the FIA scope of work.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2022-____: Authorizing the City Manager to execute a Professional Services Agreement on the City's behalf with Goodwin Consulting Group to complete a Fiscal Impact Analysis for the development of two logistics centers totaling 3.4 million square feet of industrial space within the City's Sphere of Influence.

ATTACHMENTS:

1. City Council Resolution No. 2022-____: Authorizing the City Manager to execute a Professional Services Agreement on the City's behalf with Goodwin Consulting Group to complete a Fiscal Impact Analysis for the development of two logistics centers totaling 3.4 million square feet of industrial space within the City's Sphere of Influence.
2. Goodwin Consulting Group Scope of Work
3. Professional Services Contract

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT ON THE CITY'S BEHALF WITH GOODWIN
CONSULTING GROUP TO COMPLETE A FISCAL IMPACT ANALYSIS FOR THE
DEVELOPMENT OF TWO LOGISTICS CENTERS TOTALING 3.4 MILLION
SQUARE FEET OF INDUSTRIAL SPACE WITHIN THE CITY'S SPHERE OF
INFLUENCE.**

WHEREAS, the City of Suisun City is contemplating the development of two logistic centers requiring annexation into the City's jurisdiction; and

WHEREAS, Buzz Oates Construction is proposing to annex the planned Suisun Logistics Center and Hwy 12 Logistics Center into the City of Suisun City. The Highway 12 Logistic Center is planned to be located at the southwest corner of Pennsylvania Avenue and Highway 12 and the Suisun Logistic Center is planned to be located at the southeast corner of Pettersen Road and Walters Road; and

WHEREAS, it has been determined that it is necessary to hire a professional consultant to complete a Fiscal Impact Analysis for the project at the full cost of the applicant; and

WHEREAS, the City solicited a Request for Proposals (RFP) from public finance consultants to complete the work for the project in late June 2022; and

WHEREAS, no proposals were received, and the solicitation period was extended an additional two weeks that resulted in no submittals; and

WHEREAS, staff directly contacted Goodwin Consulting Group (the consultant was on the initial solicitation list) to provide additional details about the project and the City's expectation to complete the project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute a Professional Services Agreement on the City's behalf with Goodwin Consulting Group to complete a Fiscal Impact Analysis for the development of two logistics centers totaling 3.4 million square feet of industrial space within the City's Sphere of Influence in the amount of \$55,000.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 20th day of September 2022 by the following vote:

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

WITNESS my hand and the seal of said City this 20th day of September 2022.

Anita Skinner
City Clerk

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EXHIBIT A

CITY OF SUISUN CITY SUISUN LOGISTICS CENTER AND HWY 12 LOGISTICS CENTER

MUNICIPAL SERVICES REVIEW AND FISCAL IMPACT ANALYSIS

SCOPE OF WORK

Background

Buzz Oates Construction (Applicant) is proposing to annex the planned Suisun Logistics Center and Hwy 12 Logistics Center (Projects) into the City of Suisun City (City). The Suisun Logistics Center is expected to develop 2.1 million square feet of warehouse uses on approximately 120 acres, while the Hwy 12 Logistics Center is expected to develop 1.3 million square feet of warehouse and logistics uses on approximately 93 acres. Both Projects also include acreage that would be set aside as open space.

Goodwin Consulting Group (GCG) will prepare a Municipal Services Review (MSR) and a Fiscal Impact Analysis (FIA) for the Projects as part of the Projects entitlement process through the City and approval process through the Solano County (County) Local Agency Formation Commission (LAFCO). A detailed scope of work for both the MSR and FIA is provided below.

Municipal Services Review

GCG will assess the various public services that will need to be provided to support future development within the Project areas. This analysis will provide the determinations required under the Government Code when a local agency formation commission considers an annexation or requires an update to an existing MSR. It will contain the information and findings that are required to be collected and summarized in an MSR, and GCG will ensure that statutory and compliance language is included so that it meets all the requirements of LAFCO.

This analysis will evaluate whether the City has the operational and financial ability, as well as the organizational framework, to successfully serve what will become two large warehouse and logistics hubs. If the City does not possess the ability, or does not have the desire, to provide all of the required services, the analysis will identify other applicable service providers – existing public agencies and special districts – together with a recommended course of action.

The following specific tasks relate to preparation of the MSR:

1. GCG will work with City staff and the Applicant team, as well as other public and/or private entities with service responsibilities to the Project sites, to collect and compile information regarding services and infrastructure that will be provided to the Project sites, the manner of service delivery to the sites, opportunities for shared facilities among service agencies, and the financial ability of affected agencies to provide services to the Project sites. All municipal services will be addressed in the evaluation, including those services that are already being provided to the area as well as those expected to be provided by any public and/or private entity. The following is a typical list of services that would be evaluated:

- Fire Protection
- Law Enforcement
- Library
- Schools
- Natural Gas and Electric
- Telecommunications
- Natural Resources
- Parks and Recreation
- Solid Waste and Recycling
- Storm Drainage
- Transit
- Transportation
- Wastewater
- Water

2. Once all relevant data has been collected and compiled, GCG will provide the specified determinations set forth in Government Code Section 56430, as applicable. A matrix identifying the existing service providers as well as potential future service providers will be developed to showcase the ability of the recommended agencies/districts to serve the Project sites during and after Project build out. A draft MSR will be prepared, which will take approximately 10 weeks to complete assuming all data needs have been addressed, and circulated to the City for review and comment. A second draft will be prepared within two weeks after City comments are resolved, and it will be circulated to the Applicant team for review and comment. The analysis in the MSR will be accompanied by supporting tables, graphs, and other summary formats. In addition, the following six items will be evaluated for each municipal service, as applicable:

- a. Growth and population projections for the affected area
- b. Present and planned capacity of public facilities and adequacy of public services, including infrastructure needs or deficiencies
- c. Financial ability of agencies to provide services
- d. Status of, and opportunities for, shared facilities

- e. Accountability for community service needs, including governmental structure and operational efficiencies
 - f. Any other matter related to effective or efficient service delivery, as required by LAFCO policy
- 3. Once all comments are addressed and resolved, GCG will produce a final draft MSR; GCG would need approximately two weeks to produce the final draft MSR.
 - 4. GCG will attend up to four (4) meetings with City staff and/or the Applicant team, and other public agency staff, as appropriate, associated with data collection, review of findings, and presentation of results. In addition to these meetings, GCG will coordinate with City staff and the Applicant team, and all current or intended service providers, to incorporate current service requirements, costs, and revenues for each type of service. However, work related to responding to public comments and attending public meetings/hearings would be covered under a separate contract. Since the City's current MSR is only six years old, and not much has changed since then, GCG expects that this next version will be more of an update to the existing MSR rather than a wholesale revision.

Fiscal Impact Analysis

GCG will analyze the fiscal impacts to the City from future development within the Projects. The FIA will consider: (i) recurring annual revenues accruing to the City from taxes and other public revenues generated by future development of the Projects; and (ii) recurring annual costs incurred by the City related to provision of public services and operation and maintenance of public facilities to support the Projects. Certain results from the MSR will serve as input to the FIA, and completing the FIA involves the tasks outlined below.

- 1. GCG will work with City staff and the Applicant team to compile information and develop assumptions regarding the logistics/warehouse land uses, public improvements, and demographic characteristics of the Projects. This task will produce many of the base assumptions to be used in the fiscal analysis, including, but not limited to, the following: (i) acreage, FARs, building square feet, and types of non-residential land uses; (ii) projected market values by land use type; (iii) proposed public improvements that would require General Fund or special district revenue to cover operations and maintenance, including road lane miles, parkway and median square footage, park acres, landscaped areas, natural open space, and storm drainage facilities, as necessary; and (iv) demographic characteristics, including employees per acre (or building square feet per employee).
- 2. GCG will identify fiscal parameters relevant to the Project areas, including, but not limited to: (i) the total property tax rate for each tax rate area (TRA) included within the Projects; (ii) a breakdown of the general levy tax allocation factors from the County Auditor-Controller for each TRA; and (iii) the distribution of tax

- revenues within each TRA. This data will be provided by the County and reviewed/organized by GCG.
3. GCG will analyze the City's Fiscal Year 2022-23 General Fund operating budget to develop per-capita multiplier assumptions for applicable fiscal revenues and expenses. GCG will also conduct, review, and incorporate the results of case study analyses developed for the Projects based on discussions with appropriate City department heads. As part of this analysis, GCG will evaluate ongoing revenue sources, taking into account specific budget items such as: (i) property tax allocations after the Educational Revenue Augmentation Fund (ERAF) shift; (ii) sales tax revenue from the base sales tax percentage and Prop 172 sales tax rates; (iii) transfers from other departments, agencies, and organizations; and (iv) other recurring revenue. Based on the budget review and case study analyses, GCG will identify existing and planned service standards, and the unit cost of providing operations, maintenance, and services associated with all recurring costs to the City after development of the Projects. GCG will also review available information, such as the recently completed fire and police assessments and internal City memos, and work with public safety and other consultants that the City may retain to better understand existing and future service delivery. Any impacts on the citywide Community Facilities District (CFD) will be evaluated as well.
 4. GCG will develop a dynamic computerized fiscal model that will incorporate City revenue and cost factors and provide a tool to easily compare alternatives, run iterations, and provide sensitivity analyses of the most significant variables. GCG's model will be used to analyze and estimate fiscal impacts on the City, including recurring annual revenues accruing from the Projects and recurring annual costs incurred by the City from provision of public services and operation and maintenance of public facilities. Total recurring fiscal impacts at buildout of the Projects will be presented. Each of the two Projects will be evaluated separately, but the cumulative effect of both Projects will be presented as well.
 5. GCG will describe and summarize the fiscal impact analyses and findings in a separate report from the MSR. Technical analyses will be presented in easy-to-read charts and tables, which may be attached to, and referenced in, the report. It is anticipated that the MSR and FIA work will be conducted somewhat in parallel, and GCG will need approximately 14 weeks to complete the FIA analyses and then review an initial draft of the FIA analysis tables with City staff. GCG will incorporate comments from City staff and within two weeks produce a second draft of the analysis tables for circulation to the Applicant team; a final version of the analysis tables will be prepared within two weeks once one set of comments from the Applicant team is vetted and discussed. Similarly, GCG will review an initial draft of the FIA report with City staff, which will take approximately four weeks to prepare. GCG will then incorporate comments from City staff and within two weeks produce a second draft of the report for circulation to the Applicant team; a final draft of the report will be prepared within two weeks once one set of comments from the Applicant team is vetted and discussed.

6. GCG will attend up to five (5) meetings as needed to complete the FIA scope of work set forth above. Such meetings may include, but will not be limited to, meetings with City staff and the Applicant team to formulate assumptions, collect data, determine service standards, summarize cost estimates and revenue assumptions, and review draft findings. Any work related to responding to public comments and attending public meetings/hearings would be covered under a separate contract.

EXHIBIT B

CITY OF SUISUN CITY SUISUN LOGISTICS CENTER AND HWY 12 LOGISTICS CENTER

MUNICIPAL SERVICES REVIEW AND FISCAL IMPACT ANALYSIS

BUDGET AND FEE SCHEDULE

Services

In association with the scope of work presented above in Exhibit A, GCG proposes a maximum budget of approximately \$95,000, which includes direct expenses (described below), and breaks down into the following two categories:

Municipal Services Review	\$40,000
Fiscal Impact Analysis	<u>\$55,000</u>
Total	\$95,000

Additional consulting services beyond those included in the scope of work may be provided within the maximum budget if total hourly billings are less than the maximum budget. Alternatively, if the scope of work can be completed for less than the maximum budget, only the hours actually expended will be billed. Following is the schedule of GCG's hourly service rates:

<i>Hourly Service Rates</i>	
Senior Principal	\$335/Hour
Principal	\$295/Hour
Vice President	\$260/Hour
Senior Associate	\$235/Hour
Associate	\$220/Hour
Analyst	\$210/Hour
Research Assistant	\$95/Hour

** The rates reflected above are valid through 2022 and may be adjusted thereafter.*

Expenses

In addition to fees for services, GCG will be reimbursed for direct expenses, including travel, photocopying, data sources, courier, overnight delivery, and long-distance telephone expenses.

Billing Structure

GCG will submit monthly invoices to the City providing details of services rendered and expenses incurred.

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CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SUISUN CITY

and

Goodwin Consulting Group

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SUISUN CITY AND GOODWIN CONSULTING GROUP**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into on September 20, 2022, by and between the **CITY OF SUISUN CITY**, a California municipal corporation (“City”) and **Goodwin Consulting Group**, a (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 California Labor Law.

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

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

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

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

day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

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

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

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

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

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

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

Consultant's Authorized Initials _____

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

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

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

1.7 Care of Work.

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

1.8 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.9 Additional Services.

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

1.10 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **\$55,000.00 (Fifty Five Thousand Dollars)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding two years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for an additional one-year term.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

(Name) (Title)

(Name) (Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury

and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or

entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make

records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such

information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the

outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

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

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be

deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this

Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Suisun City, 701 Civic Center Drive, Suisun City, CA 94585 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this

Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

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

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SUISUN CITY, a municipal corporation

Alma Hernandez, Mayor Pro-Tem

ATTEST:

City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Elena Gerli, City Attorney

CONSULTANT:

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:

EXHIBIT “A”

SCOPE OF SERVICES

FISCAL IMPACT ANALYSIS

Goodwin Consulting Group (GCG) will analyze the fiscal impacts to the City from future development within the Projects. The FIA will consider: (i) recurring annual revenues accruing to the City from taxes and other public revenues generated by future development of the Projects; and (ii) recurring annual costs incurred by the City related to provision of public services and operation and maintenance of public facilities to support the Projects. Certain results from the MSR will serve as input to the FIA, and completing the FIA involves the tasks outlined below.

1. GCG will work with City staff and the Applicant team to compile information and develop assumptions regarding the logistics/warehouse land uses, public improvements, and demographic characteristics of the Projects. This task will produce many of the base assumptions to be used in the fiscal analysis, including, but not limited to, the following: (i) acreage, FARs, building square feet, and types of non-residential land uses; (ii) projected market values by land use type; (iii) proposed public improvements that would require General Fund or special district revenue to cover operations and maintenance, including road lane miles, parkway and median square footage, park acres, landscaped areas, natural open space, and storm drainage facilities, as necessary; and (iv) demographic characteristics, including employees per acre (or building square feet per employee).

2. GCG will identify fiscal parameters relevant to the Project areas, including, but not limited to: (i) the total property tax rate for each tax rate area (TRA) included within the Projects; (ii) a breakdown of the general levy tax allocation factors from the County Auditor-Controller for each TRA; and (iii) the distribution of tax revenues within each TRA. This data will be provided by the County and reviewed/organized by GCG.

3. GCG will analyze the City’s Fiscal Year 2022-23 General Fund operating budget to develop per-capita multiplier assumptions for applicable fiscal revenues and expenses. GCG will also conduct, review, and incorporate the results of case study analyses developed for the Projects based on discussions with appropriate City department heads. As part of this analysis, GCG will evaluate ongoing revenue sources, taking into account specific budget items such as: (i) property tax allocations after the Educational Revenue Augmentation Fund (ERAF) shift; (ii) sales tax revenue from the base sales tax percentage and Prop 172 sales tax rates; (iii) transfers from other departments, agencies, and organizations; and (iv) other recurring revenue. Based on the budget review and case study analyses, GCG will identify existing and planned service standards, and the unit cost of providing operations, maintenance, and services associated with all recurring costs to the City after development of the Projects. GCG will also review available information, such as the recently completed fire and police assessments and internal City memos, and work with public safety and other consultants that the City may retain to better understand existing and future service delivery. Any impacts on the citywide Community Facilities District (CFD) will be evaluated as well.

4. GCG will develop a dynamic computerized fiscal model that will incorporate City revenue and cost factors and provide a tool to easily compare alternatives, run iterations, and provide sensitivity analyses of the most significant variables. GCG's model will be used to analyze and estimate fiscal impacts on the City, including recurring annual revenues accruing from the Projects and recurring annual costs incurred by the City from provision of public services and operation and maintenance of public facilities. Total recurring fiscal impacts at buildout of the Projects will be presented. Each of the two Projects will be evaluated separately, but the cumulative effect of both Projects will be presented as well.

5. GCG will describe and summarize the fiscal impact analyses and findings in a separate report from the MSR. Technical analyses will be presented in easy-to read charts and tables, which may be attached to, and referenced in, the report. It is anticipated that the MSR and FIA work will be conducted somewhat in parallel, and GCG will need approximately 14 weeks to complete the FIA analyses and then review an initial draft of the FIA analysis tables with City staff. GCG will incorporate comments from City staff and within two weeks produce a second draft of the analysis tables for circulation to the Applicant team; a final version of the analysis tables will be prepared within two weeks once one set of comments from the Applicant team is vetted and discussed. Similarly, GCG will review an initial draft of the FIA report with City staff, which will take approximately four weeks to prepare. GCG will then incorporate comments from City staff and within two weeks produce a second draft of the report for circulation to the Applicant team; a final draft of the report will be prepared within two weeks once one set of comments from the Applicant team is vetted and discussed.

6. GCG will attend up to five (5) meetings as needed to complete the FIA scope of work set forth above. Such meetings may include, but will not be limited to, meetings with City staff and the Applicant team to formulate assumptions, collect data, determine service standards, summarize cost estimates and revenue assumptions, and review draft findings. Any work related to responding to public comments and attending public meetings/hearings would be covered under a separate contract.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

NONE

EXHIBIT “C”

SCHEDULE OF COMPENSATION

BUDGET AND FEE SCHEDULE – Services

In association with the scope of work presented above in Exhibit A, GCG proposes a maximum budget of approximately \$55,000, which includes direct expenses (described below), and breaks down into the following two categories:

Fiscal Impact Analysis \$55,000

Additional consulting services beyond those included in the scope of work may be provided within the maximum budget if total hourly billings are less than the maximum budget. Alternatively, if the scope of work can be completed for less than the maximum budget, only the hours actually expended will be billed. Following is the schedule of GCG’s hourly service rates:

Hourly Service Rates

Senior Principal \$335/Hour

Principal \$295/Hour

Vice President \$260/Hour

Senior Associate \$235/Hour

Associate \$220/Hour

Analyst \$210/Hour

Research Assistant \$95/Hour

*** The rates reflected above are valid through 2022 and may be adjusted thereafter.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

GCG will need approximately 14 weeks to complete the FIA analyses and then review an initial draft of the FIA analysis tables with City staff. GCG will incorporate comments from City staff and within two weeks produce a second draft of the analysis tables for circulation to the Applicant team; a final version of the analysis tables will be prepared within two weeks once one set of comments from the Applicant team is vetted and discussed. Similarly, GCG will review an initial draft of the FIA report with City staff, which will take approximately four weeks to prepare. GCG will then incorporate comments from City staff and within two weeks produce a second draft of the report for circulation to the Applicant team; a final draft of the report will be prepared within two weeks once one set of comments from the Applicant team is vetted and discussed

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



Item 7

CITY COUNCIL MEETING

First and Third Tuesday
Every Month

MINUTES

SPECIAL MEETING OF THE HOUSING AUTHORITY OF THE CITY OF SUISUN CITY WEDNESDAY, AUGUST 3, 2022 5:30 P.M.

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

NOTICE

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

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

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

ZOOM MEETING INFORMATION:

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

MEETING ID: 839 7347 3481

CALL IN PHONE NUMBER: (707) 438-1720

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

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

ROLL CALL

Vice Mayor Hernandez called the meeting to order at 5:35pm with the following Council Members present:

PRESENT: Day, Hernandez, Hudson, Williams

ABSENT: None

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 Housing Authority will hold a Closed Session for the purpose of:

Housing Authority**1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

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

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

Negotiating Party: City Manager

Parties Negotiating With: Harbor Park LLC

Under Negotiations: Terms and payment

Council entered into closed session at 5:37 pm.

CONVENE OPEN SESSION

There were no announcements.

ADJOURNMENT

There being no further business the meeting was adjourned at 5:56pm.

Anita Skinner, City Clerk



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

CITY COUNCIL MEETING

First and Third Tuesday
Every Month

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

WEDNESDAY, AUGUST 3, 2022

6:00 P.M.

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

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ZOOM MEETING INFORMATION:

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

MEETING ID: 898 9855 7001

CALL IN PHONE NUMBER: (707) 438-1720

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BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6 PM) OR
VIA WEBSITE OR PHONE APPLICATION, ZOOM*

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

(Next Ord. No. – 796)

(Next City Council Res. No. 2022 – 113)

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

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

DEPARTMENTS: AREA CODE (707)

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

ROLL CALL

Vice Mayor Hernandez called the meeting to order at 6:06pm with the following Council Members present:

PRESENT: Day, Hernandez, Hudson, Williams

ABSENT: None

Pledge of Allegiance was led by Council Member Williams.

Invocation was given by City Manager 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**

Thanked everyone for their hard work in making National Night Out (NNO) a huge success. Police, Fire, Public Works, RPMA departments and the Kroc Center and their staff worked together to make the event successful.

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

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 commented he attended the get together at the library and it was very different from times before; great ideas on what the city needs to do for improvement; money goes to frivolous things; there are classes available for Council member duties and should look into taking them; too much group voting.

Donna LeBlanc commented a resident along Marina Blvd. was throwing concrete into slough and thanked Mr. Folsom, Chief Roth and staff for taking action; commented there is no information on the website on what or who to contact for situations like this; requested for future agendas an update on community gardens, town hall for residents for input on community garden, Sunset and Railroad Avenue dumping update, and what is being done about the junkyard on Sunset and Blossom.

COUNCIL COMMENTS**2. Council Member Updates**

Council Members Hudson commented on the success of NNO but was disappointed there were only 4 neighborhood BBQ's and suggested staff push harder for more community involvement for next year.

Council Member Williams enjoyed the opportunity to meet everyone at NNO and believes there will be a lot more involvement next year; on 8/27 at the Suisun Library there will be a class on “Big Gardens, Small Space” presented by Adopt A Neighborhood in partnership with Sustainable Solano.

Vice Mayor Hernandez thanked everyone who hosted a block party for NNO especially to Kimberly Court who has been hosting a block party for over 20 years; visited Tiza Art in downtown Suisun for their 3 year anniversary; attended the soft opening for the new Latin café La Guagua in the Marina Center; both Vice Mayor and Council Member Hudson attended a meeting on homelessness and an item will be on the 8/16 agenda; will be attending the League of California Cities North Bay Regional Division meeting on 8/4 and looks forward to reporting back on those meetings.

CONSENT CALENDAR

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

City Council

3. Council Consideration and possible action to adopt Resolution No. 2022-113: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City’s legislative bodies, as authorized by government code section 54953(e) *et seq.*, through September 3, 2022 – (Folsom: gfolson@suisun.com).

PUBLIC COMMENT:

George Guynn commented that he feels COVID is over with and can still do teleconferencing but does not feel it necessary to continue to have this item on the agenda each meeting.

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

AYES: Day, Hernandez, Hudson, Williams

NOES: None

ABSENT: None

PUBLIC HEARING NONE

GENERAL BUSINESS

4. Presentation of Alternative Improvement Options for the Highway 12 Improvements Project – (Vue: nvue@suisun.com).

Public Works Director Vue introduced Daniel Leary who gave a brief background and presented the alternatives for the Highway 12 improvement project.

Council Members asked consultants clarifying questions

PUBLIC COMMENTS:

Clerk Skinner read an email from Marcia Woll who asked how would the proposed oleanders along Hwy 12 be irrigated?

James Berg asked why cost breakdowns were not being presented and likes Option 4 and asked why native plants weren't be proposed.

Katrina Garcia thanked everyone involved for taking action on the project; maps were detailed and easy to read; areas damaged from accidents need to be taken care of as they are a constant reminder to the families of the tragedy; like the idea of a tree even though it is only one;

George Guynn believes the area from the accident has in fact been fixed; likes the idea of the oleanders as a center divide.

Charles Lee commented there is a low flammability plant from the same family as the oleanders so they won't burn and require no watering.

Princess Washington likes Alternative 1 because it extends through the city; asked if it was possible to have the oleanders on both sides of Hwy 12 or is it too costly?

Brian Ferrero thanked everyone for voting down the first proposal and asking for alternatives; appreciates Alternative 4 but are there going to be weed barriers; what does weed removal from behind the curb mean; clarification on the fence repair locations; oak tree will be a hazard.

Patricia Matteson thanked Daniel and Dylan for the much-improved options; urge Council to give careful consideration to Alternative 1 which is her choice; doesn't feel the tree would be a safety concern.

Charles S. feels Alternative 1 is a fair balance; major priority focus is maintenance and keeping it clean; gives us a fresh start just don't let it get away from you.

Donna LeBlanc thanked the design team and Council for listening to residents; favorite is Alternative 1; concerned about drainage on Civic Center off ramp and cars possibly sliding into the oak tree; can civic groups plant the waking bike path which would save money on the project.

Michelle Chavez echoed everyone's gratitude for the work on this project; like both Alternative 1 and Alternative 4 as they both include the full length of Hwy 12; is recycled water an option for maintaining the plants.

Steve Olry commented all the public comments were brilliant; would like to see the monies go into fencing, median guardrails because if this drought doesn't end, we don't have the resources or staff to maintain after the first two years.

Doug Burke likes Alternative 1 the best; concerned with Public Works being able to maintain existing landscaping in the city; weeds are really bad and the current oleanders have not grown to expected height.

Council and Consultants responded to community questions

Council discussion and direction

Mr. Folsom reminded Council the city has received a storm water improvement grant for the east side of the Park and Ride which will be a huge improvement for that area.

Mr. Folsom also suggested that Alternative 1 have an option for planting along the trail but if funding does not allow for that there would be a design plan as a part of the project for civic groups to follow.

Council Member Hudson left the meeting at 806pm and returned to 8:07pm.

Consensus by Council Members for Alternative 1 and add weed mitigation and ground cover.

Vice Mayor Hernandez thanked everyone for their work on this project.

REPORTS: (Informational items only)

5. Non-Discussion Items

ADJOURNMENT

There being no further business the meeting was adjourned at 8:13pm.

Anita Skinner, City Clerk