

CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Marlon L Osum, Member
Amit Pal, Member



CITY COUNCIL MEETING

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 5, 2023
6:30 PM**

Suisun City Council Chambers - 701 Civic Center Boulevard - Suisun City, California

*CITY COUNCIL MEETINGS ARE HELD IN-PERSON
PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM*

ZOOM MEETING INFORMATION:

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

MEETING ID: 824 2234 8254

CALL IN PHONE NUMBER: (707) 438-1720

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING
CLERK@SUISUN.COM (PRIOR TO 5 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720*

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

(Next Ord. No. – 805)

(Next City Council Res. No. 2023 – 123)

Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 06)

(Next Housing Authority Res. No. HA2023 – 03)

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 Update – (Folsom: gfolson@suisun.com).

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

- 2 Mayoral and Councilmember Appointments to the Beautification Community Advisory Committee- (Hernandez: ahernandez@suisun.com).

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.)

COUNCIL COMMENTS

- 3 Council/Board Member Updates.

CONSENT CALENDAR

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

City Council

- 4 Council Adoption of Resolution No. 2023-____: Identifying the Terms and Conditions for Fire Department Response Away from Their Official Duty Station and Assigned to an Emergency Incident - (Lopez: bllopez@suisun.com).
- 5 Council Adoption of Resolution No. 2023-____: Authorizing the Application for Grant Funds for the Community Resilience Centers Program from the California Strategic Growth Council and Authorizing the City Manager, or Appointed Designee, to Execute Application Related Documents - (Lofthus: klofthus@suisun.com)
- 6 Council Adoption of Resolution No. 2023-____: Approving the Purchase of a Dump Truck - (Vue: nvue@suisun.com).
- 7 Council Adoption of Resolution No. 2023-____: Approving the Purchase of a Heat Design Equipment (HDE) 750 Asphalt Maintenance Trailer - (Vue: nvue@suisun.com).
- 8 Council Adoption of Resolution No. 2023-____: Rejecting the Bid for the 2023 Asphalt Rubber Cape Seal Project - (Vue: nvue@suisun.com).
- 9 Council Adoption of Resolution 2023-____: Rescinding Resolution No's. 2023-78, 2023-120, and 2023-121 and All Prior Proceedings Relating to Annexation No. 17 (Tractor Supply Co.) - (Vue: nvue@suisun.com).
- 10 Council Adoption of Resolution 2023-____: Intention to Annex Territory to Community Facilities District No. 2 (Municipal Services) (CFD No. 2) and to Authorize the Levy of Special Taxes Therein (Tractor Supply Co.) - (Vue: nvue@suisun.com).

- 11 Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on August 8, 2023 and August 15, 2023 – (Skinner: clerk@suisun.com).

PUBLIC HEARING

- 12 Council Introduction and Waive Reading of Ordinance No. ____: An Ordinance of the City Council of the City of Suisun City Amending Title 18 (Zoning) of the Suisun City Municipal Code Modifying the Fences and Walls Regulations – (Bermudez: jbermudez@suisun.com) - (Continued to September 19, 2023).

GENERAL BUSINESS

- 13 Presentation on Homelessness Policies - (Roth: aroth@suisun.com).
- 14 Discussion and Direction for Issuance of a Request for Proposal (RFP) for City Attorney Services - (Folsom: gfolson@suisun.com).

REPORTS: (Informational items only)

- 15 Mayoral Update - (Hernandez: ahernandez@suisun.com).
- 16 Non-Discussion Items.

ADJOURNMENT

Public Access To Agenda Documents

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. To the extent feasible, the agenda packet is available for online public viewing on the City's website: <https://www.suisun.com/Government/City-Council/Agendas>

The City Council/Agency/Authority hopes to conclude its public business by 10:00 p.m. No new items will be taken up after 10:00 p.m., unless so moved by a majority of the City Council, and any items remaining will be agendaized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.

Accommodations

If you require an accommodation to participate in this meeting, please contact the City Clerk at (707) 421-7302 or clerk@suisun.com. The City's reasonable accommodation policy is available for review on the City's website at www.suisun.com/government/city-council/, you may request an electronic copy or have a copy mailed to you. Please note that for accommodations that are not readily available, you must make your request as soon as you can prior to the time of the meeting.

Decorum

All participants are expected to conduct themselves with mutual respect. Conduct that disrupts meetings will be addressed in accordance with Section 54957.95 of the Government Code.

Ordinances

Ordinances are city laws contained in the Suisun City Municipal Code. Enacting a new city law or changing an existing one is a two-step process. Government Code 36934 provides, except when, after reading the title, further reading is waived by regular motion adopted by majority vote all ordinances shall be read in full either at the time of introduction or passage; provided, however, that a reading of the title or ordinance shall not be required if the title is included on the published agenda and a copy of the full ordinance is made available to the public online and in print at the meeting prior to the introduction or passage.

Certification Of Posting

Agendas for regular and special meetings are posted in accordance with the Brown Act at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including:

- Suisun City Fire Station, 621 Pintail 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.

AGENDA TRANSMITTAL

MEETING DATE: September 5, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-____: Identifying the Terms and Conditions for Fire Department Response Away from Their Official Duty Station and Assigned to an Emergency Incident.

FISCAL IMPACT: The fiscal impact of the newly adopted rates will be based on the number of incidents that occur throughout the year in which the City of Suisun City Fire Department contributes resources.

STRATEGIC PLAN: Provide Good Governance; Review and update required planning and financial documents as needed.

BACKGROUND: The California Firefighter Assistance Agreement (CFAA) is used for response to incidents within California, which require large resource commitments. These deployments are most noticeable in the summer and fall, during wildland fire season, when our fire engines and personnel are deployed throughout the state in support of other agencies. The CFAA is the negotiated reimbursement mechanism for local government fire agency responses through the California Fire Service and Rescue Emergency Mutual Aid System. The terms and conditions that outline the methods of reimbursement are recommended for developing business practices when responding under the Mutual Aid System. In compliance with the CFAA, agencies must provide a Memorandum of Understanding or resolution stating employees are reimbursed from incident dispatch to return from incident (Portal to Portal) to Cal OES.

STAFF REPORT: Staff has done a thorough evaluation of the fire department's capabilities to participate in the statewide mutual aid system. With the addition of more full-time staff, overhead chief officer positions, and a new type 5 wildland fire apparatus arriving this fall, Suisun City is poised to increase its mutual aid participation. The increase in participation provides a fiscal reimbursement for personnel, overtime, apparatus and an administrative rate of .254% percent. These funds will increase annual wages for fire personnel through overtime availability and increase funds to the general fund through the state paid administrative fire and apparatus fees. In order for Suisun City to begin billing for reimbursement from the time of dispatch until the time of return, the state must have a resolution on file that states the city will bill for "Portal to Portal."

STAFF RECOMMENDATION: It is staff's recommendation that the City Council adopt Resolution No. 2023-____: Identifying the terms and conditions for the fire departments response away from their official duty station and assigned to emergency incidents as part of California Fire Assistance Agreement (CFAA).

DOCUMENTS ATTACHED:

1. Resolution No. 2023-____: Identifying the Terms and Conditions for Fire Department Response Away from Their Official Duty Station and Assigned to an Emergency Incident.
-

PREPARED BY:

REVIEWED BY:

APPROVED BY:

Brad Lopez, Fire Chief

Greg Folsom, City Manager

Greg Folsom, City Manager

ATTACHMENTS:

1. [Resolution Identifying the Terms and Conditions for Fire Department Response Away.pdf](#)

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1. Personnel shall be compensated according to Memorandum of Understanding (MOU), Personnel Rules and Regulations, and/or other directive that identifies personnel compensation in the workplace.
2. In the event a personnel classification does not have an assigned compensation rate, a “Base Rate” as set forth in an organizational policy, administrative or similar document will compensate such personnel.
3. The Suisun City Fire Department will maintain a current salary survey or acknowledgement of acceptance of the “base rate” on file with the California Governor’s Office of Emergency Services, Fire Rescue Division.
4. Personnel will be compensated (portal to portal) beginning at the tie of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.
5. Fire department response personnel include; Fire Chief, Deputy Chief, Division Chief, Fire Captain, Engineer and Firefighter

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, September 5th, 2023, by the following vote:

AYES: Councilmembers: _____

NOES: Councilmembers: _____

ABSENT: Councilmembers: _____

ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of the City of Suisun City on this 5th day of September 2023.

Anita Skinner,
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: September 5, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-___: Authorizing the Application for Grant Funds for the Community Resilience Centers Program from the California Strategic Growth Council and Authorizing the City Manager, or Appointed Designee, to Execute Application Related Documents.

FISCAL IMPACT: There is no fiscal impact to the city since the grant does not require any contribution or match.

STRATEGIC PLAN: Provide Good Governance

BACKGROUND: In 2023, the California Strategic Growth Council released the Community Resilience Centers (CRC) Grant program. The purpose of the grant is to provide funding for the planning, pre-development, new construction, and/or upgrades of existing neighborhood-level Community Resilience Centers. The centers may be used for various community programs and events but are required to also provide shelter and resources during climate and other emergencies such as extreme heat events or poor air quality days. Funding can also be requested for ongoing year-round community services and programs (such as food distribution, informational seminars, and workforce development training) that build overall community resilience. For an implementation grant, awards vary from \$1 million - \$10 million, with \$84 million available for potential projects. The grant cycle would be for 5 years – 4 years of implementation, and 1 year of the CRC being open in order for reporting and evaluation purposes.

The Senior Center facility has been closed since March 2020 due to the COVID-19 Pandemic. Senior programming was moved to the Joseph Nelson Community Center in 2022 due to major repairs being needed for the Senior Center. At the June 6, 2023 City Council Meeting, City Council voted against declaring the Senior Center property as surplus, and voiced desire to find alternative funding in order to rehabilitate the facility and ultimately to operate it.

The Recreation, Parks, and Marina (RPM) Department will submit an application for the CRC Grant program to rehabilitate the Senior Center facility prior to the September 18, 2023 deadline.

STAFF REPORT: The grant proposal focuses making the necessary repairs and improvements to the Senior Center, but also adding amenities that will transform the Senior Center into a thriving Community Resilience center that provides community resilience opportunities and resources unique to Suisun City. The anticipated improvements include new flooring, windows, HVAC system, roof, solar, exterior lighting, audio/visual system, air purification system, remodeling of existing bathrooms, and drought resistant landscaping throughout the exterior of the building.

The RPM Department intends for the potential grant award to not only make the necessary improvements possible in order for the Senior Facility to re-open, but also for it to be an energy efficient, environmentally conscious community hub that can be relied upon in a time of disaster or need. The estimated grant proposal amount is \$1 million.

STAFF RECOMMENDATION: It is recommended that City Council adopt Resolution No. 2023-____: Authorizing the Application for Grant Funds for the Community Resilience Centers Program from the California Strategic Growth Council and Authorizing the City Manager, or Appointed Designee, to Execute Application Related Documents

DOCUMENTS ATTACHED: 1. Resolution No. 2023-____: Authorizing the Application for Grant Funds for the Community Resilience Centers Program from the California Strategic Growth Council and Authorizing the City Manager, or Appointed Designee, to Execute Application Related Documents.

PREPARED BY:	Marvin Mora, Recreation Supervisor
REVIEWED BY:	Kris Lofthus, Deputy City Manager
APPROVED BY:	Greg Folsom, City Manager

ATTACHMENTS:

1. [Resolution Authorizing the Application for Grant Funds for the Community Resilience Centers Program.pdf](#)

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AGENDA TRANSMITTAL

MEETING DATE: September 5, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-__: Approving the Purchase of a Dump Truck.

FISCAL IMPACT: The total purchase price for the requested dump truck (truck) is \$107,318.49. The cost associated with this piece of equipment would be covered by Measure S Funds with funds having been allocated and approved within the FY203-24 budget for this purchase.

STRATEGIC PLAN: Ensure Public Safety, Provide Good Governance, and Enhance Environment.

BACKGROUND: A dump truck (truck) is a large truck with the ability to haul large volumes of materials and that includes an automatic tarp which expands and retracts as needed. It is important that loads have the option to be covered as this can help trap the heat when hauling paving materials. The retractable tarp also helps to ensure debris is not flying out as material is being moved from location to location.

STAFF REPORT: This purchase of a dump truck was approved by Council at the June 27, 2023, meeting where it was authorized that \$330,000 in Measure S funds would be set aside for streets/paving/pothole related equipment for Public Works Maintenance in lieu of contributing towards a paving project in FY23-24.

The base price of the truck is \$79,735, and once taxes/fees and upfitting features are included the total purchase price totals \$107,318.49. Some of the upfitting features include a hoist, a high tensile spreader apron, mud flaps, and a semi-automatic tarp system. A dump truck with all the desired features listed in the quote is currently available from Fairfield Ford and should be able to be picked up immediately upon Council approval and a fully executed Purchase Order.

STAFF RECOMMENDATION: It is recommended that the City Council: Adopt Resolution No. 2023-__: Approving the Purchase of a Dump Truck.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-__: Approving the Purchase of a Dump Truck.
 2. Quote for Dump Truck (Fairfield Ford).
-

PREPARED BY:

Amanda Dum, Management Analyst II

REVIEWED BY:

Nouae Vue, Public Works Director

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1. [Resolution Approving the Purchase of a Dump Truck.pdf](#)
2. [Quote for Dump Truck.pdf](#)

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WHEREAS, the Public Works Maintenance Division (PWMD) has the responsibility of maintaining the City's **76.7** centerline miles and manages 13.4 million square feet of pavement; and

WHEREAS, the acquisition of a dump truck (truck) will improve the Public Works Maintenance Division's ability to respond to and repair potholes and other roadway issues within its maintenance area as well as to safely and responsibly transport materials from location to location; and

WHEREAS, staff has reached out to six vendors and received six quotes for a dump truck with the lowest responsible bid having been identified as Fairfield Ford (\$107,318.49) and funds having been designated for this purchase in the Fiscal Year 2023-24 budget; and

WHEREAS, the Suisun City Council recognizes the benefits and essential nature of acquiring this piece of equipment for the safety and maintenance of the City's streets and roadways and Measure S funds have been set aside for this purchase.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby authorize the City Manager, or his designee, to execute the Purchase Agreement to acquire a Dump Truck.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 5th day of September 2023, by the following vote:

AYES: Councilmembers: _____

NOES: Councilmembers: _____

ABSENT: Councilmembers: _____

ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this 5th day of September 2023.

Anita Skinner
City Clerk

Purchase Information Screen		uIN	exit
1. L/F Name:	CITY OF SUI SUN CITY	15. (W)FinInst:	CASH
2. Contract Date:	07/13/23	16. DaysTo/1stPmtDate:	08/27/23
Deal Number:	280793		
3. Stock Number:	230114UP		
Days in Stock:	182		
4. M.S.R.P.:		17. Cash Down:	
5. Cash Price:	\$ 98,900.00	Total Down:	
6. (W)Rebate(s):			
7. (W)AfterSale/WeOwes:		18. **PAYMENT**====>>:	\$ 107,318.49
8. (W)Trade(s) 1 & 2:			
9. SalesTax %/Amt:	8.3750% \$ 8,289.99	Sale Subtotal:	\$ 98,900.00
10. DOC Fee :	\$ 85.00	Total Financed:	\$ 107,318.49
11. CA Tire Fee:	\$ 10.50	Finance Charge:	
12. (W)Smog/GVW Fees:		Total Other Charges:	
13. DMV(F5=RS/F7=FEES)		Total of Payments:	\$ 107,318.49
14. (W)Total Fees	\$ 128.50	Deferred Price:	
Command Window	Command:	Unpaid Balance:	\$ 107,318.49

\$ 107,318.49 including tax + fees

2301144

	F65F REGULAR CAB DOCK HGT	Suggested Retail Price	73590.00
	158" WHEELBASE	NC	
	2023 MODEL YEAR		
YZ	OXFORD WHITE		
1E	STEEL GRAY VINYL 30/70		
	PREFERRED EQUIPMENT PKG.600A		
	.FRAME RAILS 12.64 S/M 50K PSI		
	.FRONT AXLE - 8.5K CAPACITY		
	.FRONT SUSPENSION - 8.5K CAP		
	.SINGLE, 17.5K CAP OPEN		
	.RR WH 22.5X8.25 10H PT STL DS		
	.FUEL TANK - 50 GALS ALUMINUM		
	.REAR SEAT DELETE		
	.AM/FM RADIO W/CLOCK		
	.AUXILIARY SWITCH (4)		
	.FT WH 22.5X8.25 10H PWD CT DS		
99E	6.7L POWER STROKE DSL 300 HP	1995	00
	.6 SPEED AUTO TRANS DSL		
T2B	GDYR 11R22.5G FUEL MAX RSA	NC	
X6D	6.50 AXLE RATIO	NC	
	RAW MATERIALS SURCHARGE	NC	
17W	WI-FI 4G LTE HOTSPOT DELETE	20	00-
21A	PRE DELIVERY INSPECTION	NC	
314	SHIP-THRU MANNING	NC	
54J	XL2020 MANUAL BLACK 102"	30	00
55M	JUMP START STUD	90	00
59C	BODY BUILDER WIRING	135	00
765	CHROME FRONT BUMPER	490	00
86C	CHROME GRILLE	245	00
1	30/70 FIXED DR/PASS VINYL	350	00
90A	INTERIOR APPEARANCE GROUP	735	00
90P	POWER EQUIPMENT GROUP	NC	
425	50 STATE EMISSIONS	NC	
	DISCOUNTED EQUIPMENT		
	GDYR 11R22.5G FUEL MAX RSA	NC	
	TOTAL OPTIONS/OTHER	4050	00
	TOTAL VEHICLE & OPTIONS/OTHER	77640	00
	DESTINATION & DELIVERY	2095	00
	TOTAL FOR VEHICLE	79735	00
	FUEL CHARGE		
	SHIPPING WEIGHT 10278 LBS.		
	TOTAL	79735	00

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards.

Sold to Ford Fairfield 3050 Auto Mall Court Fairfield		72C461 CA 94534	Order Type 59
Ship to (if other than above) Scelzi Enterprises 2316 E. Annadale Ave. Fresno		86533 CA 93706	Date Inv. Prep 12 27
		Ship Through MANNING 5200 OSTER ROAD SHEFFIELD VILLA	
Invoice & Unit Identification NO. 1FDNF6DE4PDF12467		Final Assembly Point OHIO	Finance Code TOYOTA

Scelzi Enterprises, Inc.
Truck Body Manufacturing

P.O. Box 12066
Fresno, CA. 93776

Phone # 559-237-5541 Fax # 559-496-3202

Invoice

Date	Invoice #
1/5/2023	242487

Bill To
PRICE-SIMMS FORD, LLC FORD LINCOLN FAIRFIELD 3050 AUTO MALL COURT FAIRFIELD, CA 94534

Ship To
WILL CALL

P.O. Number	Terms	Rep	Delivery Date	Via		F.O.B.		Work Order
	Net 10	DO	1/5/2023	WILL CALL		ORIGIN		242487
Model	DUMP	Serial	012376379	VIN	PDF12467 P		Attn	KENT FRY

Qty	Item Code	Description	Price Each	Amount
		6" Channel Longs 1/4 Size Cab Shield 8" x 3/16" High Tensile Spreader Apron Center Ditch Gate LED Light Kit Oval Stop & Turn Mud flaps rear hinged Manually Operated Tailgate Locks Scelzi semi-automatic tarp system with black mesh tarp Backup Alarm Ecco 510 HOIST: Scelzi CS720DA Sub-Frame Underbody Hoist Class 50 172 Ton Capacity at 12" Overhang Full Steel Sub-Frame Double Acting Power Up Down PTO and direct mount pump Hydraulic Oil Tank with 8S-B Solenoid operated valve LED Body Raised Warning Light Body Prop Inside Cab Control Above equipment installed on customer chassis w 84"CA 1EA - 3/4" BUCK PLATE WITH 580 PREMIER HEAVY DUTY PINTLE HITCH 1EA - 7 PRONG FLAT RV PLUG 1EA - NAPA TRAILER BRAKE CONTROLLER		

**A FINANCE CHARGE AT THE RATE OF 2% PER MONTH (24% ANNUALLY)
WILL BE CHARGED ON PAST DUE ACCOUNTS.**
Merchandise left in shop at a rate of \$5.00 per day for storage - after 30 days will be sold

Total

Payments/Credits

Balance Due

**PLEASE PAY FROM THIS INVOICE NO
STATEMENT WILL BE RENDERED.**

Purchaser herein releases Scelzi Enterprises from any and all liability related to and arising from any modification of and/or tampering with any product manufactured, installed, and/or repaired by Scelzi Enterprises.
Should purchaser default in any of the terms hereof, he agrees to pay all costs, including, but not limited to reasonable attorney fees incurred by Scelzi Enterprises seeking enforcement herein of damages for breach or in pursuing any other remedy available to Scelzi Enterprises.
As the purchaser, I agree to the terms and conditions herein.

By _____

230 1144p

Scelzi Enterprises, Inc.
Truck Body Manufacturing

P.O. Box 12066
Fresno, CA. 93776

Phone # 559-237-5541 Fax # 559-496-3202

Invoice

Date	Invoice #
1/5/2023	242487

Bill To	Ship To
PRICE-SIMMS FORD, LLC FORD LINCOLN FAIRFIELD 3050 AUTO MALL COURT FAIRFIELD, CA 94534	WILL CALL

P.O. Number	Terms	Rep	Delivery Date	Via		F.O.B.		Work Order
	Net 10	DO	1/5/2023	WILL CALL		ORIGIN		242487
Model	DUMP	Serial	012376379	VIN	PDF12467 P		Attn	KENT FRY

Qty	Item Code	Description	Price Each	Amount
0	Body Info	Body Info: - Model: DUMP - Serial Number: 012376379 - Key Number: W21 - Key Qty: 4.00 - Finish: Painted - Color: Black	0.00	0.00
0	Chassis Info	Chassis Info: - VIN: 1FDNF6DE4PDF12467	0.00	0.00
1	DUMP	10' Long x 86" Wide Inside x 24" Sides x 32" Tailgate x 36-40" Bulkhead 3/16" High Tensile Floor with Beveled Side Corners 10 Ga Hi-Tensile Bulkhead 2 Rows Horizontal corrugation 3/16" Hi-Tensile 6 Panel Tailgate Double-acting all HD Hardware 10Ga Hi-Ten Sides 4 Flange boxed Top Rail on Sides Double Wall Construction Sloped Running Boards Full Depth Rear Corner Post 4" Channel Crossbars on 12" Centers	26,345.00	26,345.00

**A FINANCE CHARGE AT THE RATE OF 2% PER MONTH (24% ANNUALLY)
WILL BE CHARGED ON PAST DUE ACCOUNTS.**
Merchandise left in shop at a rate of \$5.00 per day for storage - after 30 days will be sold

Purchaser herein releases Scelzi Enterprises from any and all liability related to and arising from any modification of and/or tampering with any product manufactured, installed, and/or repaired by Scelzi Enterprises.
Should purchaser default in any of the terms hereof, he agrees to pay all costs, including, but not limited to reasonable attorney fees incurred by Scelzi Enterprises seeking enforcement herein of damages for breach or in pursuing any other remedy available to Scelzi Enterprises.
As the purchaser, I agree to the terms and conditions herein.

Total

Payments/Credits

Balance Due

**PLEASE PAY FROM THIS INVOICE NO
STATEMENT WILL BE RENDERED.**

By _____

Scelzi Enterprises, Inc.

Truck Body Manufacturing

P.O. Box 12066

Fresno, CA. 93776

Phone # 559-237-5541

Fax # 559-496-3202

Invoice

Date	Invoice #
1/5/2023	242487

Bill To
PRICE-SIMMS FORD, LLC FORD LINCOLN FAIRFIELD 3050 AUTO MALL COURT FAIRFIELD, CA 94534

Ship To
WILL CALL

P.O. Number	Terms	Rep	Delivery Date	Via		F.O.B.		Work Order
	Net 10	DO	1/5/2023	WILL CALL		ORIGIN		242487
Model	DUMP	Serial	012376379	VIN	PDF12467 P		Attn	KENT FRY

Qty	Item Code	Description	Price Each	Amount
2	TOOLBOX	48" X 18" X 18" UNDERBODY TOOLBOXES FRAME MOUNTED ON BOTH SIDES AT FRONT	0.00	0.00
1	WEIGHT CERTI...	WEIGHT CERTIFICATE OF COMPLETED UNIT 13,600 LBS	45.00	45.00
1	HAZ MAT - HW...	HAZARDOUS WASTE DISPOSAL FEE	41.00	41.00
1	FET - NON	VEHICLE 33000 LBS OR UNDER, NOT SUBJECT TO FET	0.00	0.00
		GVWR 26,000 LBS		
1	WILL CALL	DEALER TO PICK UP COMPLETED UNIT IN FRESNO	0.00	0.00

A FINANCE CHARGE AT THE RATE OF 2% PER MONTH (24% ANNUALLY)**WILL BE CHARGED ON PAST DUE ACCOUNTS.**

Merchandise left in shop at a rate of \$5.00 per day for storage - after 30 days will be sold

Total \$26,431.00

Purchaser herein releases Scelzi Enterprises from any and all liability related to and arising from any modification of and/or tampering with any product manufactured, installed, and/or repaired by Scelzi Enterprises.

Should purchaser default in any of the terms hereof, he agrees to pay all costs, including, but not limited to reasonable attorney fees incurred by Scelzi Enterprises seeking enforcement herein of damages for breach or in pursuing any other remedy available to Scelzi Enterprises.

As the purchaser, I agree to the terms and conditions herein.

Payments/Credits \$0.00**Balance Due \$26,431.00**

**PLEASE PAY FROM THIS INVOICE NO
STATEMENT WILL BE RENDERED.**

By _____

S A L E S O R D E R

PAGE: 1

Vacaville Trailer Sales
301 Crocker Drive
Vacaville, CA 95688 USA
Phone #: (707)449-1060

PHONE #: (707)421-7340 DATE: 7/13/2023
CELL #: ORDER #: 20107
ALT. #: CUSTOMER #: 100320
P.O.#: LOCATION: 1
TERMS: Net 10th EOM STATUS: Active
SALES TYPE: Sales Order
CP: RobO
SALES REP: RobO

BILL TO 100320

City Of Suisun City
701 Civic Center Blvd
SUISUN CITY, CA 94585 US

SHIP TO

City Of Suisun City
701 Civic Center Blvd
SUISUN CITY, CA 94585 US

MFR	PRODUCT NUMBER	DESCRIPTION	ORD	SOLD	B/O	PRICE	NET	TOTAL
PJ	TS-18	6" Channel Super-Wide Tilt 18' S/N: 4P51C2322P1392509	1		0	\$14,550.00	\$14,550.00	\$14,550.00
****	SF	SALES FEES	1		0	\$0.00	\$0.00	\$0.00
****	DMV	DMV REGISTRATION	1		0	\$45.00	\$45.00	\$45.00
****	DF	DOCUMENTATION FEES	1		0	\$55.00	\$55.00	\$55.00
****	TF	TIRE FEE	4		0	\$1.75	\$1.75	\$7.00
****	BATT	BATTERY FEE	1		0	\$2.00	\$2.00	\$2.00

All completed service jobs must be pickd up within 5 working days in order to avoid a \$15.00 a day storage fee. No returns on special order items. All returns must be accompanied by the original receipt and be made within 30 days. ALL PRICES QUOTED ON CUSTOM BUILDS ARE NOT GUARANTEED DUE TO MATERIAL SURCHARGES FLUCTUATING ON A WEEKLY BASIS.

Thank you for your business!

SUBTOTAL:	\$14,659.00
TAX:	\$1,218.56
ORDER TOTAL:	<u>\$15,877.56</u>
BALANCE REMAINING:	<u>\$15,877.56</u>

Picked Up By: _____

WHITE CAP[®] ON ACCOUNT



024 - Fairfield
9330 West Cordelia Road
Fairfield, CA, 94534-1682
(707) 863-8282

QUOTE

53860635

**THIS IS A QUOTE ONLY DO NOT SHIP OR
TENDER FUNDS**

Sold To: 167320
CITY OF SUISUN CITY
PUBLIC WORKS SERVICE CTR
SUISUN CITY, CA, 94585
707-421-7328

Ship To : CITY OF SUISUN CITY-167320,1673201-ST
PUBLIC WORKS SERVICE CTR
4555 PETERSEN RD
SUISUN CITY, CA, 94585
Job Site Contact:
Job Site Phone:
Map #:

02:50 PM

Ordered By: JIM HERROD

Contact Phone: 707-580-0625

Quote Number		Quote Date	Valid Until	Request Date	Sales Person	
53860635		07/13/2023	07/20/2023	07/28/2023	Harper, D	
Terms		Shipping Method	Quote Name	Customer PO	Created By	
N30D		0. Will Call			Gutierrez, M	
SEQ	Part#	Description	Ord Quantity	U/M	Price	Amount
	H/M			Unit WT	COO	
10	570WP1550AW	PLATE COMPACTOR WACKER	1	EA 205 LBS	\$2,461.99	\$2,461.99

Shipped amount	\$2,461.99
Order charges	\$0.00
Tax amount	\$181.57
Lumber Tax rate/amount	1.00% \$0.00
Quote total	\$2,643.56

Shipped Weight: **205.00** Customer acceptance signature: _____ Date : _____

ALL ITEMS AND QUANTITIES REQUIRE CUSTOMER REVIEW AND APPROVAL
AVAILABILITY AND LEAD TIMES ARE SUBJECT TO CHANGE
SPECIAL ORDERED ITEMS ARE SUBJECT TO MANUFACTURER APPROVAL PRIOR TO RETURN.
QUOTE IS SUBJECT TO EXPIRATION AS INDICATED IN THE ABOVE 07/20/2023 DATE.

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, and Williams Equipment & Supply. Learn more at About.WhiteCap.com.

Note: Due to volatility in the steel market from the recent Section 232 decision, domestic supply constraints and active trade negotiations, pricing is subject to change on a daily basis. Please review your pricing and contact your sales associate immediately to secure products and pricing.

AGENDA TRANSMITTAL

MEETING DATE: September 5, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-__: Approving the Purchase of a Heat Design Equipment (HDE) 750 Asphalt Maintenance Trailer.

FISCAL IMPACT: The total purchase price for the requested HDE 750 Asphalt Maintenance Trailer is (Trailer) is \$111,333.86. The cost associated with this piece of equipment would be covered by Measure S Funds with funds having been allocated and approved within the FY203-24 budget for this purchase.

STRATEGIC PLAN: Ensure Public Safety, Provide Good Governance, and Enhance Environment.

BACKGROUND: An HDE Asphalt Maintenance Trailer is a turnkey infrared asphalt repair machine that will heat up and soften a localized area of the surface course asphalt, allowing for the area to be re-worked and compacted fixing any surface deterioration. The highly efficient infrared heaters can soften the top 2.5" of asphalt to the original mixing temperatures in 5 to 10 minutes without burning the asphalt.

Potholes, surface cracks, bad joints, bird baths, catch basins, and manholes can be economically repaired with minimal time expended and minor traffic re-routing throughout the year. The HDE asphalt heaters have also proven well for pre-heating of the asphalt for cold weather paving.

STAFF REPORT: The Public Works Maintenance Division (PWM) does not currently own an HDE 750 Asphalt Maintenance Trailer. This piece of equipment should allow PWM to effectively respond to and repair potholes and other roadway issues all year around which will improve the quality of life for Suisun City residents. This piece of equipment can be towed from location to location via an existing work truck.

STAFF RECOMMENDATION: Adopt Resolution No. 2023-__: Approving the Purchase of a Heat Design Equipment (HDE) 750 Asphalt Maintenance Trailer.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-__: Approving the Purchase of a Heat Design Equipment (HDE) 750 Asphalt Maintenance Trailer.
2. Quote for HDE 750 Asphalt Maintenance Trailer.

PREPARED BY:

Amanda Dum, Management Analyst II

REVIEWED BY:

Nouae Vue, Public Works Director

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1. [Resolution Approving the Purchase of a HDE 750 Asphalt Maintenance Trailer.pdf](#)

2. [Quote for HDE 750 Asphalt Maintenance Trailer.pdf](#)

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WHEREAS, the Public Works Maintenance Division (PWMD) has the responsibility of maintaining the City's **76.7 centerline miles** and manages 13.4 million square feet of pavement; and

WHEREAS, the acquisition from Heat Design Equipment, Inc. of a (HDE) 750 Asphalt Maintenance Trailer (Trailer) will improve the Public Works Maintenance Division's ability to respond to and repair potholes and other roadway issues within its maintenance area; and

WHEREAS, staff has reached out to three vendors and received two quotes for a Unit with the lowest responsible bidder (Heat Design Equipment, Inc.) providing a quote of \$111,333.86 and funds have been authorized and set aside for this purchase in Fiscal Year 2023-24 budget; and

WHEREAS, the Suisun City Council recognizes the benefits and essential nature of acquiring this piece of equipment for the safety and maintenance of the City's streets and roadways.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby authorize the City Manager, or his designee, to execute the Purchase Agreement to acquire an HDE 750 Asphalt Maintenance Trailer.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 5th day of September 2023, by the following vote:

AYES: Councilmembers: _____

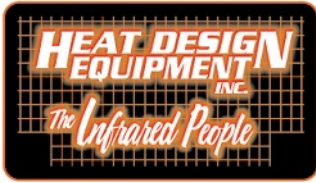
NOES: Councilmembers: _____

ABSENT: Councilmembers: _____

ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this 5th day of September 2023.

Anita Skinner
City Clerk



SQ230141 Infrared Maintenance Trailer HDE 750 2TMT Options City of Suisun City

City of Suisun City

701 Civic Center Boulevard
Suisun City, CA 94585

Nouae Vue

nvue@suisun.com

Quote created: July 21, 2023

Quote expires: September 19, 2023

Quote created by: Barry McFadyen
Paving Products Manager

Tax Id Number:

Comments from Barry McFadyen

Thank you for the opportunity to quote!

Heat Designs' HIPPR (Hot In Place Patch Repair) Method of Repair for asphalt pavements is truly a unique process that utilizes HDE infrared technology. This technology not only allows you to 100% recycle the asphalt in place reducing your carbon footprint by more than 50% compared to traditional repair methods and allows you to create 4 thermal bonds (no Joints) around the perimeter of the repair. Offering the most longevity of service compared to traditional repairs (with Joints).

Products & Services

SKU	Quantity	Item & Description	Unit Price	Total
HDE 750 2tMT	1	2 Ton Reclaimer & 8'x6.6' IR Panel (Combination Trailer Unit)	\$97,800.00	\$92,910.00 after 5% discount
CYLSL100V-18-R	4	PROPANE CYLINDER 100 LB LIQUID (MULTIVALVE) Option	\$374.70	\$1,423.86 after 5% discount
BW55 E	1	BOMAG SINGLE DRUM ASPHALT ROLLER	\$11,500.00	\$11,500.00

SKU	Quantity	Item & Description	Unit Price	Total
300 MT SUTK	0	KIT, EV 300 MT START UP TOOL START UP TOOL KIT INCLUDING; 2 X ASPHALT LUTE, 2 X FORGED 14 TINE RACK, 2 X CHOPPER, HD WHEEL BARROW, 2 X STEEL BROOM, 2 X SQ MT SHOVEL, 1 X HAND TAMPER, 1 X PICK/MATTOCK, 2 PAILS OF CANSLIPP, 2 X PAILS OF REJUVINATOR, 1 X HD SPRAYER, 1 X SPRAYER, 2 X TORCH, 1 X TEMP GUN	\$1,900.00	\$0.00

One-time subtotal \$105,833.86
after \$4,964.94 discount

Freight: Kitchener, ON, Canada to Suisun, Ca \$5,500.00

Total \$111,333.86

Purchase terms

Availability: Approx. 8-10 weeks from Deposit

FOB: Kitchener, ON

Terms : 50% on order balance due before shipment

Questions? Contact me



Barry McFadyen
Paving Products Manager
barry@asphalttheater.com

HEAT DESIGN EQUIPMENT INC.
1197 UNION ST.
Kitchener, ONTARIO N2H 6N6
CANADA

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AGENDA TRANSMITTAL

MEETING DATE: September 5, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-___: Rejecting the Bid for the 2023 Asphalt Rubber Cape Seal Project.

FISCAL IMPACT: There would be no impact to the General Fund. The two potential funding sources for this 2023 Asphalt Rubber Cape Seal Project (Project) are the American Rescue Plan Act (ARPA, \$778,000) and Measure S (\$616,000). These funding sources were potential funding sources. The final Fiscal Year 2023-24 Budget did not include enough funds to include this Project.

STRATEGIC PLAN: Provide Good Governance, Ensure Public Safety, and Enhance the Environment.

BACKGROUND: The City of Suisun City is responsible for the maintenance of nearly 153 lane miles of roadway with over 13 million square feet of pavement. The goal of the Suisun City Pavement Management Program is to maintain the city's pavement in the best condition possible given the available funding. One option to accomplish this is to perform preventive maintenance treatments (as opposed to rehabilitation or reconstruction treatments) on city streets.

Preventive maintenance treatment projects are intended to extend the life of the pavement and avoid costlier repair or replacement of streets. Road reconstruction is only considered when preventive maintenance treatments is no longer feasible. The cost of reconstructing a street can exceed ten times the cost of performing a preventive maintenance treatment.

STAFF REPORT: On Friday, March 24, 2023, and again on Friday, March 31, 2023, the construction bid documents for the Project were advertised in the Daily Republic newspaper. At that time, staff notified six (6) contractors that had previously submitted bids on past cape seal and rubber asphalt cape seal projects. Prior to the bid opening there were four (4) contractors on the plan holder's list.

In the event funding became available during the 2023 construction season, City staff prepared construction documents for the Project. The construction documents included dig out repairs and asphalt rubber cape sealing on the following collector street segments: 1) Merganser Drive from Wigeon Way to Village Drive, 2) Wigeon Way from Pintail Drive to Merganser Drive, 3) Lawler Ranch Parkway West Entrance from State Route 12 to Mayfield Way, and 4) Lawler Ranch parkway East Entrance from State Route 12 to Potrero Street (additive alternate). See attached Location Map – Attachment No. 2.

Bids were due and opened on April 13, 2023, at 2:00 PM, at which time only one (1) bid was received and read aloud. The lone bid for the base project locations (Locations #1, #2 and #3) and the additive alternative location (Location #4) submitted by Pavement Coatings Co. was determined by staff to be a responsive bid.

The bid information for the single bid received for the Project is as follows:

- Engineer's Estimate - Base Project \$1,190,000.25 & Add Alt \$204,896.25 - Total \$1,394,896.50
- Pavement Coatings Co. - Base Project \$1,057,637.80 & Add Alt \$185,154.75 - Total \$1,242,792.55

Given that funding did not become available in the Fiscal Year 2023-24 Budget, staff recommends rejecting the lone bid. City staff has notified the contractor who understands the lack of funding.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2023-__: Rejecting the Bid for the 2023 Asphalt Rubber Cape Seal Project.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-__: Rejecting the Bid for the 2023 Asphalt Rubber Cape Seal Project.
2. Location Map.

PREPARED BY:

Amanda Dum, Management Analyst II

REVIEWED BY:

Nouae Vue, Public Works Director

APPROVED BY:

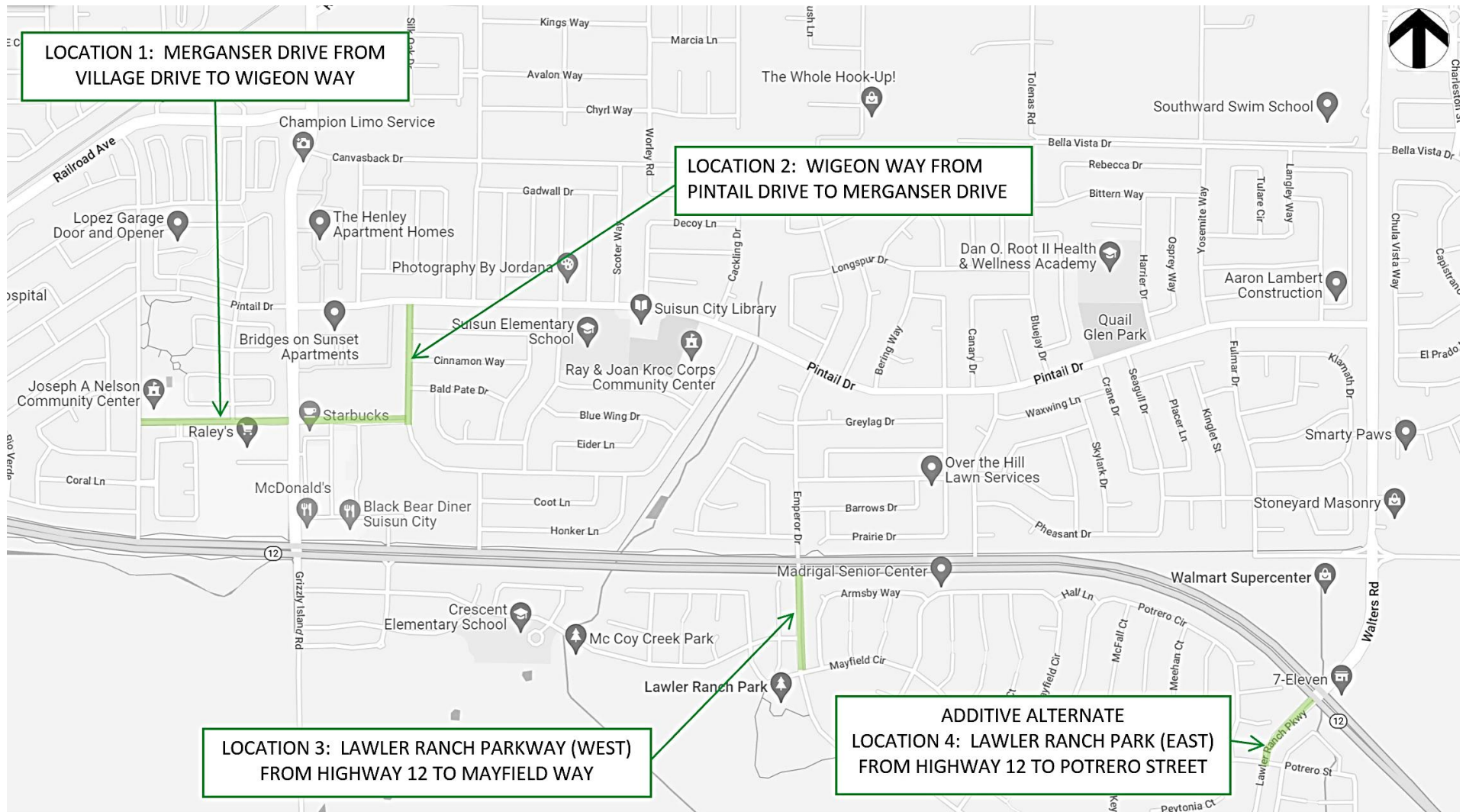
Greg Folsom, City Manager

ATTACHMENTS:

1. [Resolution Rejecting the Bid for the 2023 Asphalt Rubber Cape Seal Project.pdf](#)
2. [Project Location Map.pdf](#)

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Asphalt Rubber Cape Seal Project Location Map



AGENDA TRANSMITTAL

MEETING DATE: September 5, 2023

CITY AGENDA ITEM: Council Adoption of Resolution 2023-___: Rescinding Resolution Nos. 2023-78, 2023-120, and 2023-121 and All Prior Proceedings Relating to Annexation No. 17 (Tractor Supply Co.).

FISCAL IMPACT: There would be no impact to the General Fund from this item.

STRATEGIC PLAN: Provide Good Governance and Ensure Public Safety.

BACKGROUND: As part of Tractor Supply Co.'s conditions of approval, the developer is required to mitigate the impact on City Services due to the new development as such the landowner needs to annex into Community Facility District No. 2 (CFD No. 2) to offset municipal Safety Service costs for police, fire, and paramedics.

STAFF REPORT: One of the last steps in the annexation process includes a special election where the ballot completed by the developer is opened, read aloud with the vote being recorded directly by City Clerk. However, in this case, during the special election, the sealed envelope received by the City Clerk included the signed agreement but inadvertently did not include the required ballot. After the special election on August 8, 2023, the Council adopted a Resolution declaring results of the special annexation election, determining validity of prior proceedings, and directing recording of amended notice of special tax lien, in connection with the Annexation No. 17 (Resolution No. 2023-121). However, Resolution No. 2023-121 mistakenly declared the annexation territory to be fully annexed to and part of CFD No. 2, despite no votes being cast at the special election. As such, it is recommended that the City rescind the Resolution Nos. 2023-78, 2023-120, and 2023-121 along with all prior proceedings relating to Annexation No. 17 and restart the annexation process of Tractor Supply Co. into CFD No. 2.

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2023-___: A Resolution of the City Council of the City of Suisun City Rescinding Resolution Nos. 2023-78, 2023-120, and 2023-121 and All Prior Proceedings Relating to Annexation No. 17 (Tractor Supply Co.).

DOCUMENTS ATTACHED:

1. Resolution No. 2023-___: A Resolution of the City Council of the City of Suisun City Rescinding Resolution Nos. 2023-78, 2023-120, and 2023-121 and All Prior Proceedings Relating to Annexation No. 17 (Tractor Supply Co.).

PREPARED BY:

Amanda Dum, Management Analyst II

REVIEWED BY:

Nouae Vue, Public Works Director

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1. Resolution Rescinding Reso. Nos 2023-78, 2023-120, 2023, 121 and All Prior Proceedings.pdf

RESOLUTION NO. 2023 - ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
RESCINDING RESOLUTION NOS. 2023-78, 2023-120, AND 2023-121 AND ALL
PRIOR PROCEEDINGS RELATING TO ANNEXATION NO. 17 (TRACTOR SUPPLY
CO.)**

WHEREAS, on June 20, 2023, the Council adopted Resolution No. 2023-78, a Resolution of Intention to annex territory to Community Facilities District No. 2 ("CFD No. 2"), and to authorize the levy of special taxes therein for the new Tractor Supply Co. development ("Annexation No. 17"); and

WHEREAS, on August 8, 2023, the Council adopted Resolution No. 2023-120, submitting annexation of territory and levy of special taxes to qualified electors; and

WHEREAS, during the special election, it was determined that a completed ballot had not been received from the qualified elector, Tractor Supply Co., and, therefore, no votes were cast in the special election; and

WHEREAS, after the special election on August 8, 2023, the Council adopted Resolution No. 2023-121, declaring results of the special annexation election, determining validity of prior proceedings, and directing recording of amended notice of special tax lien, in connection with the Annexation No. 17; and

WHEREAS, Resolution No. 2023-121 mistakenly declared the annexation territory to be fully annexed to and part of CFD No. 2, despite no votes being cast; and

WHEREAS, accordingly, the City desires to rescind Resolution Nos. 2023-78, 2023-120 and 2023-121 (Exhibits A, B, and C) and all prior proceedings relating to Annexation No. 17 and will restart proceedings concurrently herewith or at a later date; and

WHEREAS, the property owner has consented to and filed a petition related to commencing new proceedings.

NOW, THEREFORE, BE IT RESOLVED, that the recitals hereto are true and correct and the City Council of the City of Suisun City rescinds Resolution Nos. 2023-78, 2023-120 and 2023-121 and all prior proceedings relating to Annexation No. 17.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 5th day of September 2023, by the following vote:

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

WITNESS my hand and the seal of the City of Suisun City this 5th day of September 2023.

Anita Skinner
City Clerk

EXHIBIT A

Resolution 2023-78

RESOLUTION NO. 2023-78

**A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO
COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE
LEVY OF SPECIAL TAXES THEREIN (TRACTOR SUPPLY CO.)**

Annexation No. 17 (Tractor Supply Co.)

RESOLVED by the City Council (the "Council") of the City of Suisun City (the "City"), County of Solano, State of California, that:

WHEREAS, this Council has conducted proceedings to establish Community Facilities District No. 2 (Municipal Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

WHEREAS, under the Act, this Council, as the legislative body for the CFD, is empowered with the authority to annex territory to the CFD, and now desires to undertake proceedings to annex territory to the CFD.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:


1. Findings. This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.

2. Territory Described. The name of the existing CFD is "City of Suisun City Community Facilities District No. 2 (Municipal Services)." The territory originally included in the existing CFD is set forth in the map of the CFD heretofore recorded in the Solano County Recorder's Office on October 27, 2005, in Book 23 at Page 60 of Maps of Assessment and Community Facilities Districts, to which map reference is hereby made, as such map has been supplemented in connection with subsequent annexations.

The territory now proposed to be annexed to the CFD is as shown on the Annexation Map for the captioned Annexation No. 17 (Tractor Supply) to the CFD, on file with the Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded such Annexation Map, showing the territory to be annexed, in the office of the County Recorder of the County of Solano within 15 days of the date of adoption of this resolution.

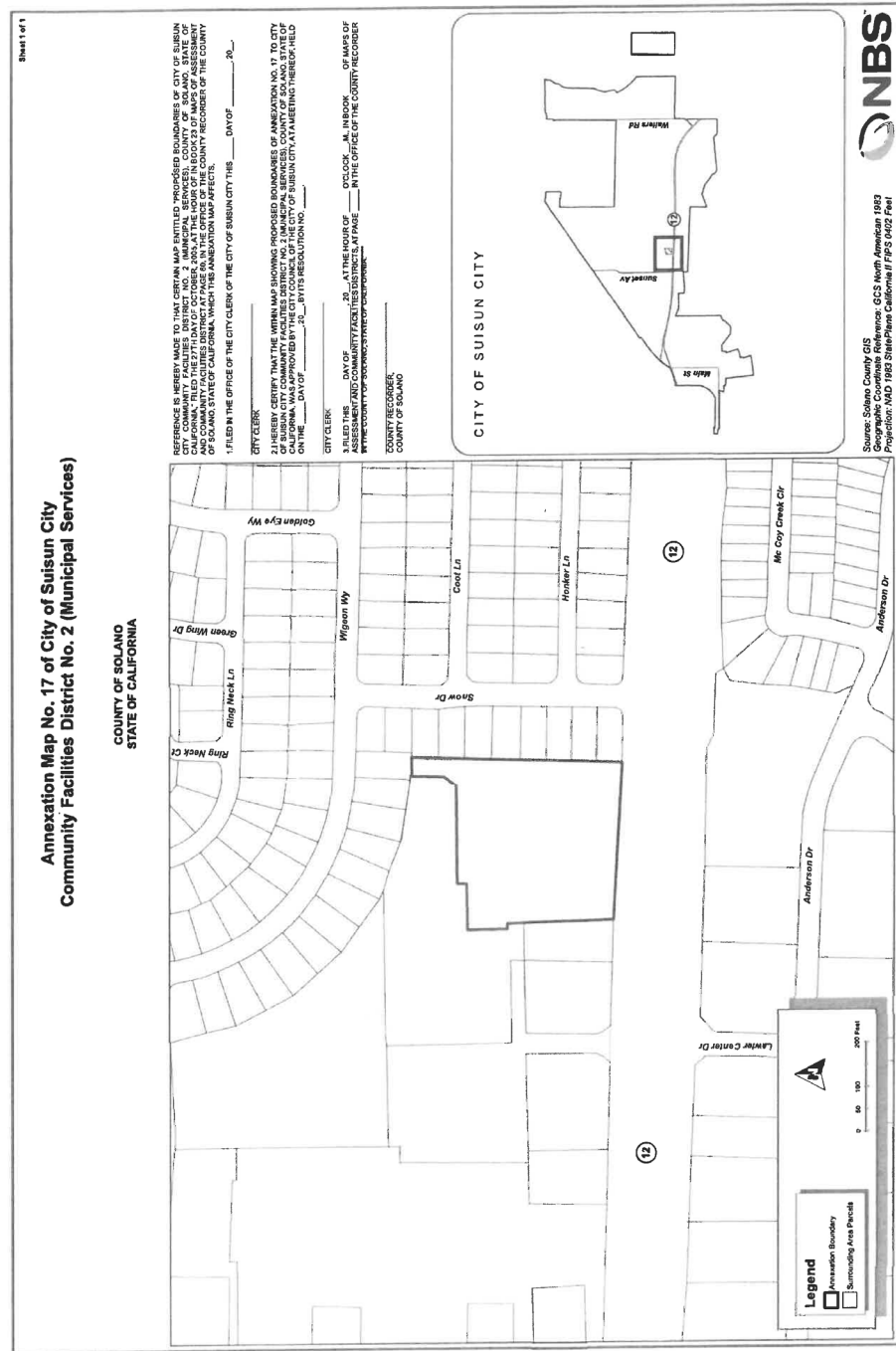
3. The Services. The types of public services financed by the CFD and pursuant to the Act consist of those municipal services (the "Services") as described in Exhibit A to the Resolution of Formation with respect to the CFD adopted by the Council as Resolution No. 2005-89 on November 15, 2005 (the "Resolution of Formation"). It is presently intended that the Services will be provided, without preference or priority, to the existing territory in the CFD and the territory proposed to be annexed to the CFD.

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- 1 4. **Special Tax.** Except to the extent that funds are otherwise available to the CFD to pay
2 for the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually
3 within the CFD and collected in the same manner as ordinary *ad valorem* property taxes.
- 4 The special tax proposed to pay for Services to be supplied within the territory proposed to be
5 annexed will be equal to the special taxes levied to pay for the same Services in the CFD, except
6 that a higher or lower tax may be levied within the territory proposed to be annexed or to be
7 annexed in the future to the extent that the actual cost of providing the Services in that territory
8 is higher or lower than the cost of providing those Services in the CFD.
- 9 The proposed rate and method of apportionment of the special tax among the parcels of real
10 property within the CFD, as now in existence and following the annexation proposed herein, in
11 sufficient detail to allow each landowner within the territory proposed to be annexed to the CFD
12 to estimate the maximum amount such owner will have to pay, are described in the Rate and
13 Method.
- 14 5. **Hearing.** Tuesday, August 8, 2023, at 6:30 p.m. or as soon as possible thereafter, in the
15 City Hall, Council Chambers, 701 Civic Center Boulevard, Suisun City, California, be, and the
16 same are hereby appointed and fixed as the time and place when and where this Council, as
17 legislative body for the CFD, will conduct a public hearing on the matters described in this
18 Resolution.
- 19 6. **Notice.** The City Clerk is hereby directed to cause notice of said public hearing to be
20 given by publication one time in a newspaper of general circulation in the area of the CFD,
21 including the area to be annexed to the CFD. The publication of said notice shall be completed
22 at least 7 days before the date herein set for said hearing. The City Clerk may also cause a copy
23 of such notice and a copy of this Resolution to be mailed to each landowner within the territory
24 proposed to be annexed, which notice, and resolution shall be mailed at least 15 days before the
25 date of said hearing. Such notice shall be substantially in the form specified in Section 53339.4
26 of the Act, with a summary form specifically authorized.
- 27 7. **Effective Date.** This Resolution shall take effect upon its adoption.
- 28 * * * * *
- PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun
City duly held on Tuesday, the 20th day of June 2023, by the following vote:
- AYES:** Councilmembers: Dawson, Osum, Pal, Washington, Mayor Hernandez
NOES: Councilmembers: None
ABSENT: Councilmembers: None
ABSTAIN: Councilmembers: None
- WITNESS** my hand and the seal of said City this 20th day of June 2023.
- 
Anita Skinner
City Clerk

Resolution No. 2023-78
Adopted June 20, 2023
Page 2 of 2

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CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2 (Municipal Services) (the "CFD") shall be levied and collected according to the tax liability determined by the City Council, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the Solano County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 commencing at Section 53311 of the California Government Code.

"Administrator" means the individual(s) designated by the City to administer the CFD in accordance with the authority and powers granted by the City Council.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor of the County of Solano designating parcels by Assessor's Parcel number.

"Average Increase" means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by (1) referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year, and (2) taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase.

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"Building Square Footage" means the total gross square footage of the floor area of the buildings on any Parcel of Non-Residential Property determined by calculating the combined floor area contained within a building's exterior walls including the area of an addition where floor area is increased. Parking areas and exterior walkways shall not be included in the calculation of Building Square Footage. The determination of Building Square Footage shall be made by reference to appropriate records kept by the City's Building Department.

"CFD-Wide Special Tax" means the Maximum Special Tax identified in Section C.1 below that shall be levied on all Developed Property within the CFD.

"CFD-Wide Special Tax Requirement" means the amount necessary in any Fiscal Year to (i) pay the cost of authorized police, fire, paramedical, storm drain and City-wide landscaping services, (ii) pay administrative expenses of the CFD, and (iii) cure delinquencies in the payment of Special Taxes levied in prior Fiscal Years or (based on delinquencies in the payment of Special Taxes which have already taken place) are expected to occur in the Fiscal Year in which the tax will be collected.

"City" means the City of Suisun City.

"City Council" means the City Council of the City of Suisun City, acting as the legislative body of the CFD.

"Developed Property" means, in any Fiscal Year, all Taxable Property for which a building permit for new construction has been issued prior to July 1 of the preceding Fiscal Year.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Indices" means the Consumer Price Indexes for the San Francisco-Oakland-San Jose Urban Wage Earners and Clerical Workers Category and the U.S. City Average Urban Wage Earners and Clerical Workers Category.

"Live/Work Property" means a Parcel on which all or a portion of a Unit is deed-restricted for commercial use, as determined in the sole discretion of the City.

"Maximum CFD-Wide Special Tax" means the maximum CFD-Wide Special Tax, determined in accordance with Section C.1 below, that can be levied on Taxable Property in any Fiscal Year.

"Maximum Tax Zone Special Tax" means the maximum Tax Zone Special Tax, determined in accordance with Section C.2 below, that can be levied on Taxable Property in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure with Units that are offered for rent to the general public.

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“Non-Residential Property” means any Taxable Property within the boundaries of the CFD that is not Live/Work Property, Single Family Detached Property, Single Family Attached Property or Multi-Family Property, as defined herein.

“Public Agency” means the federal government, State of California or other local governments or public agencies.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale units, including such residential structures that meet that statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Developed Property which meet both of the following criteria: (i) a building permit was issued for construction of a Unit that does not share a common wall with another Unit, and (ii) the Parcel has not been designated as Live/Work Property.

“Special Tax” means a special tax levied in any Fiscal Year to pay the CFD-Wide Special Tax Requirement or the Tax Zone Special Tax Requirement.

“Taxable Property” means all Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section E below.

“Tax Zone” means a mutually exclusive geographic area within which a particular Tax Zone Special Tax may be levied pursuant to this RMA. All of the property within the CFD at the time of the CFD formation is within Tax Zone #1; additional Tax Zones may be created when property is annexed into the CFD, and a separate Tax Zone Special Tax shall be identified for property within a new Tax Zone at the time of such annexation.

“Tax Zone Special Tax” means a Special Tax that shall be levied within a particular Tax Zone or Tax Zones but not necessarily levied at a consistent rate throughout the entire CFD.

“Tax Zone Special Tax Requirement” means the amount necessary in any Fiscal Year to pay the cost of authorized landscaping services within a particular Tax Zone. A separate Tax Zone Special Tax Requirement shall be determined each Fiscal Year for each Tax Zone within which a Tax Zone Special Tax is authorized to be levied.

“Unit” means a residential dwelling unit, including individual single-family detached, duplex, triplex, fourplex, townhome, condominium, or apartment units.

B. DATA FOR ANNUAL ADMINISTRATION OF SPECIAL TAX

After July 1 of each Fiscal Year, the Administrator shall categorize all Parcels of Taxable Property in the CFD as Single Family Detached Property, Single Family Attached Property, Multi-Family Property, Live/Work Property or Non-Residential Property. For each Parcel of Single Family Attached Property, Live/Work Property and Multi-Family Property, the Administrator shall determine the number of Units on the Parcel by referencing the building permit, site plan, condominium plan, apartment plan or other development plan for the Parcel. The Administrator shall determine the Building Square Footage for all Parcels of Non-Residential Property. The Administrator shall also determine the Tax Zone within which each Parcel of Taxable Property is located.

C. MAXIMUM SPECIAL TAX

1. *CFD-Wide Special Tax*

Table 1 below identifies the Maximum CFD-Wide Special Taxes.

**Table 1
City of Suisun City
Community Facilities District No. 2
(Municipal Services)
Maximum CFD-Wide Special Taxes**

Land Use Category	Maximum CFD-Wide Special Tax Fiscal Year 2005-06 *
Single Family Detached Property	\$629.90 per Unit
Single Family Attached Property	\$472.43 per Unit
Multi-Family Property	\$236.21 per Unit
Live/Work Property	\$629.90 per Unit plus \$629.90 per 1,000 square feet (or portion thereof) of non-residential building and ancillary improvements
Non-Residential Property	The greater of \$629.90 per parcel or \$629.90 per 1,000 Square Feet (or portion thereof) of Building Square Footage

* Beginning in January 2006 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

2. *Tax Zone #1 Special Tax*

Table 2 below identifies the Maximum Tax Zone Special Tax for Tax Zone #1. A different Maximum Tax Zone Special Tax shall be identified for Tax Zones added to the CFD as a result of future annexations.

Table 2
City of Suisun City
Community Facilities District No. 2
(Municipal Services)
Maximum Tax Zone Special Taxes for Tax Zone #1

Land Use Category	Maximum CFD-Wide Special Tax Tax Zone #1 Fiscal Year 2005-06 *
Single Family Detached Property	\$386.04 per Unit
Single Family Attached Property	\$289.53 per Unit
Multi-Family Property	\$144.77 per Unit
Live/Work Property	\$386.04 per Unit plus \$386.04 per 1,000 square feet (or portion thereof) of non-residential space
Non-Residential Property	The greater of \$386.04 per Parcel or \$386.04 per 1,000 Square Feet (or portion thereof) of Building Square Footage

* Beginning in January 2006 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

D. METHOD OF LEVY AND COLLECTION OF THE SPECIAL TAX

1. *CFD-Wide Special Tax*

Each Fiscal Year, the CFD-Wide Special Tax shall be levied on all Parcels of Developed Property within the CFD as follows:

Step 1: Determine the CFD-Wide Special Tax Requirement for the Fiscal Year in which the CFD-Wide Special Tax will be collected;

Step 2: Calculate the total CFD-Wide Special Tax revenues that could be collected from Developed Property within the CFD based on application of the Maximum CFD-Wide Special Tax rates determined pursuant to Section C.1 above;

Step 3: If the amount determined in Step 1 is greater than or equal to the amount calculated in Step 2, levy the Maximum CFD-Wide Special Tax on all Parcels of Developed Property in the CFD.

Step 4: If the amount determined in Step 1 is less than the amount calculated in Step 2, levy the CFD-Wide Special Tax against all Parcels of Developed Property in equal percentages up to 100% of the Maximum CFD-Wide Special Tax for each Parcel until the amount of the CFD-Wide Special Tax levy equals the CFD-Wide Special Tax Requirement for that Fiscal Year.

2. Tax Zone Special Tax

Each Fiscal Year, the Tax Zone Special Tax shall be levied on all Parcels of Developed Property within each Tax Zone as follows:

Step 1: Separately for each Tax Zone, determine the Tax Zone Special Tax Requirement for the Fiscal Year in which the Tax Zone Special Tax will be collected;

Step 2: Calculate separately for each Tax Zone the total Tax Zone Special Tax revenues that could be collected from Developed Property within the Tax Zone based on application of the Maximum Tax Zone Special Tax rates for that Tax Zone;

Step 3: If the amount determined in Step 1 is greater than or equal to the amount calculated in Step 2, levy the Maximum Tax Zone Special Tax on all Parcels of Developed Property in the Tax Zone.

Step 4: If the amount determined in Step 1 is less than the amount calculated in Step 2, levy the Tax Zone Special Tax against all Parcels of Developed Property within the Tax Zone in equal percentages up to 100% of the Maximum Tax Zone Special Tax for each Parcel until the amount of the Tax Zone Special Tax levy equals the Tax Zone Special Tax Requirement for that Fiscal Year.

The CFD-Wide Special Tax and the Tax Zone Special Tax within the CFD shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the CFD may (under the authority provided in the Act), in any particular case, bill the taxes directly to the property owner off the County tax roll, and the Special Taxes will be equally subject to penalties and foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on land that has been conveyed to a Public Agency, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act.

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F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

EXHIBIT B

Resolution 2023-120

DUE TO NO BALLOTS CAST ITEM WILL BE BROUGHT BACK TO THE CITY COUNCIL AT A FUTURE DATE FOR CONSIDERATION AND APPROVAL

RESOLUTION NO. 2023-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY SUBMITTING ANNEXATION OF TERRITORY AND LEVY OF SPECIAL TAXES TO QUALIFIED ELECTORS

Annexation No. 17 (Tractor Supply Co.)

RESOLVED by the City Council (the "Council") of the City of Suisun City (the "City"), County of Solano, State of California, that: and

WHEREAS, this Council, acting as legislative body of the City of Suisun City's Community Facilities District No. 2 (Municipal Services) (the "CFD") has adopted "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein" (the "Resolution of Intention to Annex") stating its intention to annex certain territory (the "Annexation Territory") to the CFD pursuant to the Mello Roos Community Facilities Act of 1982, Sections 53311 and following of the California Government Code (the "Act"); and

WHEREAS, a copy of the Resolution of Intention to Annex, incorporating a description and map of the proposed boundaries of the Annexation Territory and stating the services (the "Services") to be provided and the rate and method of apportionment of the special tax (the "Special Taxes") to be levied within the Annexation Territory to pay for the Services, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein; and

WHEREAS, on the date hereof, this Council held a noticed public hearing as required by the Act and the Resolution of Intention to Annex relative to the proposed annexation of the Annexation Territory to the CFD and the levy of special taxes in the Annexation Territory; and

WHEREAS, at such hearing all interested persons desiring to be heard on all matters pertaining to the annexation of the Annexation Territory to the CFD and the levy of the Special Taxes within the Annexation Territory were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for the hearing, written protests had not been filed against the proposed annexation of the Annexation Territory to the CFD by (i) 50% of more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the Annexation Territory, (iii) owners of one-half or more of the area of land in the CFD not exempt from special taxes or (iv) owners of one-half or more of the area of land in the Annexation Territory not exempt from special taxes; and

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WHEREAS, the Annexation Map of the captioned annexation has been filed with the City Clerk and recorded in the Solano County Recorder's Office on June 29, 2023, in Book 26 at Page 84 of Maps of Assessment and Community Facilities Districts as Document Number 202300027717, which map shows the Annexation Territory.

NOW, THEREFORE, IT IS HEREBY ORDERED, as follows:

1. Prior Proceedings. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of the Annexation Territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

2. Prior Resolutions. The provisions of the Resolution of Intention to Annex and Resolution No. 2005-89, entitled "A Resolution of the Suisun City Council Forming Community Facilities District No. 2 (Municipal Services)" (the "Resolution of Formation"), previously adopted by this Council for the CFD, are by this reference incorporated herein, as if fully set forth herein.

3. Voter Approval. Pursuant to the provisions of the Act, the propositions of (i) the annexation of the Annexation Territory and (ii) the levy of the Special Taxes within the Annexation Territory shall be submitted to the voters of the Annexation Territory at an election called therefor as hereinafter provided.

4. Electors Determined. This Council hereby finds that fewer than 12 persons have been registered to vote within the Annexation Territory for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the Annexation Territory and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the Annexation Territory.

5. Applicable Laws. Pursuant the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code, provided, however, that for purposes of setting the date for the election, Sections 53326 and 53327 of the Act shall govern.

6. Special Election Called. On Tuesday, August 8, 2023, in in the City Hall, Council Chambers, 701 Civic Center Boulevard, Suisun City, California, a special election is hereby called to consider the measure described in the ballot referred to below. This Council hereby further finds that the provision of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election herein specified is established accordingly.

Under Section 50075.1 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the provision and/or acquisition of the Services and the incidental costs thereof, all as defined in the Resolution of Intention to Annex and the Resolution of Formation, shall constitute the specific single purpose; (b) the proceeds shall be applied only to the specific purposes identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual audit and report of the CFD.

7. Election Official. The City Clerk is hereby appointed as the election official to conduct the election and shall cause to be provided to each landowner in the Annexation

Resolution No. 2023-120
Adopted August 8, 2023
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1 Territory a ballot substantially in the form of Exhibit A hereto (the "Ballot"), which form is
2 hereby approved. The City Clerk shall accept mailed or hand delivered Ballots of the qualified
3 electors received prior to 5:30 o'clock p.m. on the date fixed above for the election.

3 **8. Effective.** This resolution shall take effect upon its adoption.

4 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun
5 City duly held on Tuesday, the 8th day of August 2023 by the following vote:

6 **AYES:** Councilmembers: Dawson, Osum, Pal, Washington, Mayor Hernandez
7 **NOES:** Councilmembers: None
8 **ABSENT:** Councilmembers: None
9 **ABSTAIN:** Councilmembers: None

9 **WITNESS** my hand and the seal of said City this 8th day of August 2023.

10 
11 Anita Skinner
12 City Clerk

24 Resolution No. 2023-120
25 Adopted August 8, 2023
26 Page 3 of 5

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EXHIBIT A
CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)
Annexation No. 17 (Tractor Supply Co.)
OFFICIAL BALLOT
SPECIAL TAX ANNEXATION ELECTION

This ballot is for a special, landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Suisun City no later than 6:30 p.m. on Tuesday, August 8, 2023, either by mail or in person. The City Clerk's office is located at 701 Civic Center Boulevard, Suisun City, California 94585.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Suisun City and obtain another.

The amount of money to be raised annually by the levy of the special tax on the property to be annexed to Community Facilities District No. 2 (Municipal Services) is \$22,579.76 in 2023/24 dollars and the rate and duration of the tax to be levied is as set forth in the rate and method of apportionment of special tax for Community Facilities District No. 2 (Municipal Services).

BALLOT MEASURE NO. 1: *Shall the City of Suisun City, by and for its Community Facilities District No. 2 (Municipal Services) (the "CFD"), be authorized to annex Annexation No. 17 (Tractor Supply Co) to the CFD, as such territory is described in "A Resolution Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors" adopted by the City Council of the City of Suisun City on August 8, 2023? The effectiveness of this Ballot Measure No. 1 is contingent upon the passage of Ballot Measure No. 2.*

YES: _____

NO: _____

Resolution No. 2023-120
Adopted August 8, 2023
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BALLOT MEASURE NO. 2: *Shall the City of Suisun City, by and for its Community Facilities District No. 2 (Municipal Services) (the "CFD"), be authorized to levy special taxes within the territory proposed for annexation to the CFD according to the rate and method of apportionment specified in the Resolution of the City Council entitled "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein," adopted by the City Council of the City of Suisun City on June 20, 2023? The effectiveness of this Ballot Measure No. 2 is contingent upon the passage of Ballot Measure No. 1.*

YES: _____

NO: _____

By execution in the space provided below, you also confirm your written waiver of the time limit pertaining to the conduct of the election and any requirement for analysis and arguments with respect to the ballot measure.

Assessor Parcel No(s): 0173-390-190

Acres: 3.17

Number of Votes: 4

YUBA INVESTMENTS -- E. ST. L.P.

By:

Name:

Its: _____

Resolution No. 2023-120
Adopted August 8, 2023
Page 5 of 5

EXHIBIT C

Resolution 2023-121

DUE TO NO BALLOTS CAST ITEM WILL BE BROUGHT BACK TO THE CITY COUNCIL AT A FUTURE DATE FOR CONSIDERATION AND APPROVAL

RESOLUTION NO. 2023-121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN

Annexation No. 17 (Tractor Supply Co.)

RESOLVED by the City Council (the "Council") of the City of Suisun City (the "City"), County of Solano, State of California, that: and

WHEREAS, in proceedings heretofore conducted by the Council pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), this Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land (the "Annexation Territory") proposed to be annexed to Community Facilities District No. 2 (Municipal Services) (the "CFD"); and

WHEREAS, pursuant to the terms of the resolution of the City Council entitled "A Resolution Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors" (the "Election Resolution") adopted by the City Council on this date, which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election (the "Canvass"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Council has reviewed the Canvass and hereby approves it.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. **Issue Presented.** The issues presented at the special election were (i) the annexation of the Annexation Territory to the CFD and (ii) the levy of a special tax within the Annexation Territory.

2. **Measure Approved.** Pursuant to the Canvass, the issues presented at the special election were approved by the landowners of the Annexation Territory by more than two-thirds of the votes received at the special election.

3. **Annexation Completed.** Pursuant to the voter approval, the Annexation Territory is hereby declared to be fully annexed to and part of the CFD with full legal effect.

4. **Authority to Levy Special Taxes.** Pursuant to the voter approval, this Council may levy special taxes in the territory in the Annexation Territory according to the rate and method of apportionment specified in the Resolution of this Council entitled "A Resolution of

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Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein,” adopted on June 20, 2023.

5. **Prior Proceedings.** It is hereby found that all prior proceedings and actions taken by this Council pursuant to the CFD and the Annexation Territory were valid and in conformity with the Act.

6. **Amendment to Notice of Lien.** Within 15 days of the date of this Resolution, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Solano an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.


7. **Effective.** This resolution shall take effect upon its adoption.

* * * * *

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 8th day of August 2023, by the following vote:

AYES:	Councilmembers:	<u>Dawson, Osum, Pal, Washington, Mayor Hernandez</u>
NOES:	Councilmembers:	<u>None</u>
ABSENT:	Councilmembers:	<u>None</u>
ABSTAIN:	Councilmembers:	<u>None</u>

WITNESS my hand and the seal of said City this 8th day of August 2023.


Anita Skinner
City Clerk

Resolution No. 2023-
Adopted August 8, 2023
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EXHIBIT A
CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)

Annexation No. 17 (Tractor Supply Co.)

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date in the territory proposed for annexation to City of Suisun City Community Facilities District No. 2 (Municipal Services), which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory proposed to be annexed and the total number of votes cast for and against the measures are as follows and the totals as shown for and against the measures are full, true and correct:

BALLOT MEASURE NO. 1: *Shall the City of Suisun City, by and for its Community Facilities District No. 2 (Municipal Services) (the "CFD"), be authorized to annex Annexation No. 17 (Tractor Supply Co) to the CFD, as such territory is described in "A Resolution Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors" adopted by the City Council of the City of Suisun City on August 8, 2023? The effectiveness of this Ballot Measure No. 1 is contingent upon the passage of Ballot Measure No. 2.*

Qualified Landowner Votes	Votes Cast	YES	NO
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BALLOT MEASURE NO. 2: *Shall the City of Suisun City, by and for its Community Facilities District No. 2 (Municipal Services) (the "CFD"), be authorized to levy special taxes within the territory proposed for annexation to the CFD according to the rate and method of apportionment specified in the Resolution of the City Council entitled "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein," adopted by the City Council of the City of Suisun City on June 20, 2023? The effectiveness of this Ballot Measure No. 2 is contingent upon the passage of Ballot Measure No. 1.*

Qualified Landowner Votes	Votes Cast	YES	NO
4			

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this __ day of _____, 2023.

CITY OF SUISUN CITY

By: _____
Anita Skinner, City Clerk

AGENDA TRANSMITTAL

MEETING DATE: September 5, 2023

CITY AGENDA ITEM: Council Adoption of Resolution 2023-___: Intention to Annex Territory to Community Facilities District No. 2 (Municipal Services) (CFD No. 2) and to Authorize the Levy of Special Taxes Therein (Tractor Supply Co.).

FISCAL IMPACT: There would be no impact to the General Fund from this item, the Resolution of Intention. The annexation of the Tractor Supply Co. into CFD No. 2 meets the fiscal criteria as established by Resolution No. 2005-69 Cost Recovery Policy for New Development, dated October 4, 2005. CFD No. 2 is intended to offset Municipal Service costs, including administrative costs, thereby reducing the negative fiscal impact of new development on the City's General Fund.

STRATEGIC PLAN: Provide Good Governance and Ensure Public Safety.

BACKGROUND: As part of Tractor Supply Co.'s conditions of approval, the developer is required to mitigate the impact on City Services due to the new development. In accordance with the development conditions imposed on development project, the landowner is annexing to CFD 2 to offset municipal service costs for Safety Services such as police, fire, and paramedics.

STAFF REPORT: The City is reinitiating the annexation process for Tractor Supply Co. into CFD No. 2 due to an inadvertent issue with not receiving the required voting ballot from Tractor Supply Co. for the special election. As with all annexations, the first step in the legislative process for annexation of the Tractor Supply Co. into CFD 2 is for Council to pass a Resolution of Intention.

The next step in the annexation process includes mailing a ballot to the developer and holding a special hearing on October 17, 2023.

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2023-___: A Resolution of Intention to Annex Territory to Community Facilities District No. 2 and to Authorize the Levy of Special Taxes Therein (Tractor Supply Co.).

DOCUMENTS ATTACHED:

1. Resolution No. 2023-___: A Resolution of Intention to Annex Territory to Community Facilities District No. 2 and to Authorize the Levy of Special Taxes Therein (Tractor Supply Co.).
 2. Annexation Map.
 3. Community Facilities District No. 2 Rate and Method of Apportionment.
 4. Petition to Annex.
-

PREPARED BY:

Amanda Dum, Management Analyst II

REVIEWED BY:

Nouae Vue, Public Works Director

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1. Resolution of Intention to Annex Territory to CFD No. 2.pdf
2. Annexation Map.pdf
3. Community Facilities District No. 2. Rate and Method of Appointment.pdf
4. Petition to Annex.pdf

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RESOLUTION NO. 2023-

**A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2 AND TO AUTHORIZE
THE LEVY OF SPECIAL TAXES THEREIN (TRACTOR SUPPLY CO.)**

Annexation No. 17 (Tractor Supply Co.)

RESOLVED by the City Council (the “Council”) of the City of Suisun City (the “City”), County of Solano, State of California, that:

WHEREAS, this Council has conducted proceedings to establish Community Facilities District No. 2 (Municipal Services) (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

WHEREAS, under the Act, this Council, as the legislative body for the CFD, is empowered with the authority to annex territory to the CFD, and now desires to undertake proceedings to annex territory to the CFD.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Findings. This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.

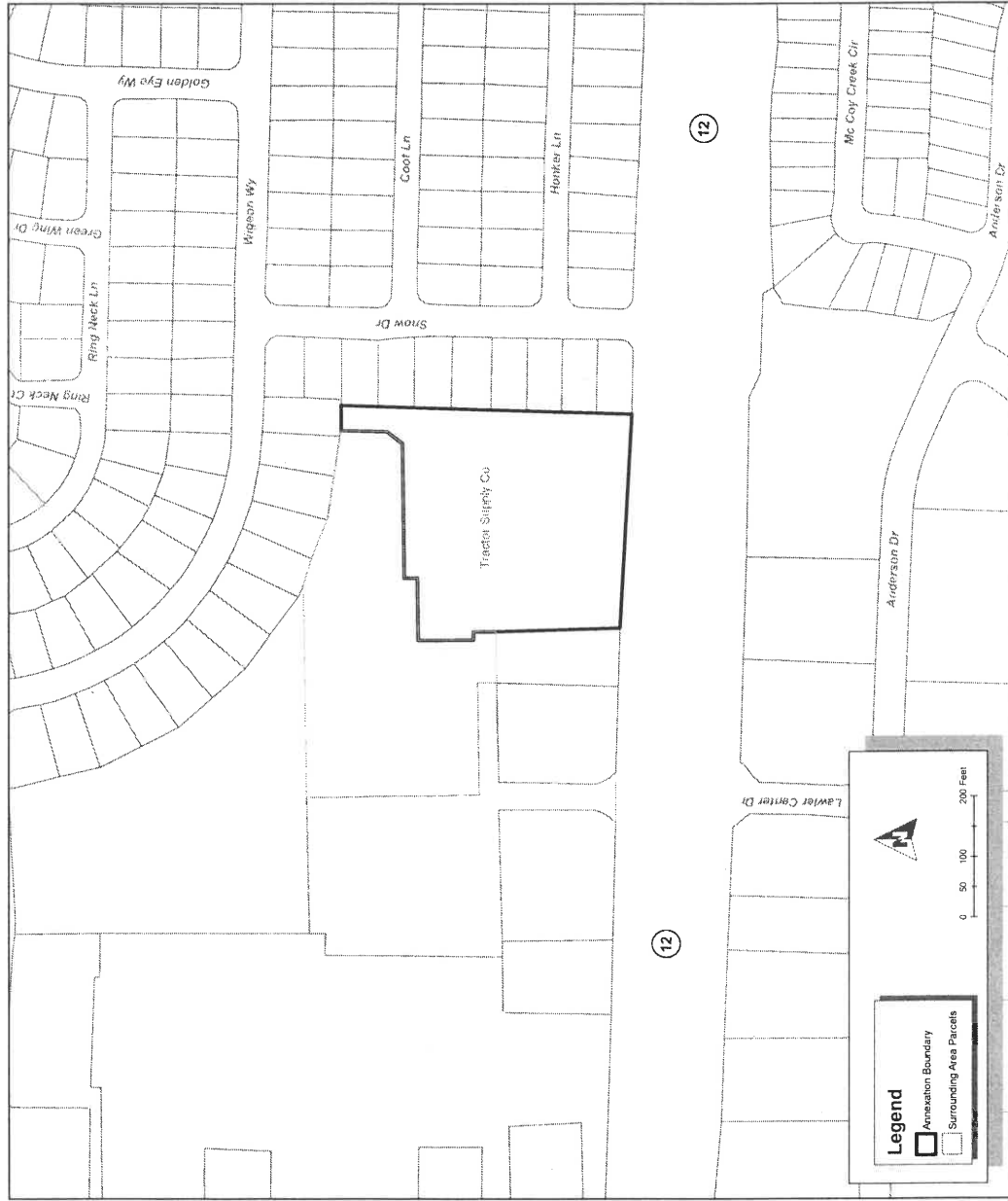
2. Territory Described. The name of the existing CFD is “City of Suisun City Community Facilities District No. 2 (Municipal Services).” The territory originally included in the existing CFD is set forth in the map of the CFD heretofore recorded in the Solano County Recorder’s Office on October 27, 2005, in Book 23 at Page 60 of Maps of Assessment and Community Facilities Districts, to which map reference is hereby made, as such map has been supplemented in connection with subsequent annexations.

The territory now proposed to be annexed to the CFD is as shown on the Annexation Map for the captioned Annexation No. 17 (Tractor Supply Co.) to the CFD, on file with the Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded such Annexation Map, showing the territory to be annexed, in the office of the County Recorder of the County of Solano within 15 days of the date of adoption of this resolution.

3. The Services. The types of public services financed by the CFD and pursuant to the Act consist of those municipal services (the “Services”) as described in Exhibit A to the Resolution of Formation with respect to the CFD adopted by the Council as Resolution No. 2005-89 on November 15, 2005 (the “Resolution of Formation”). It is presently intended that the Services will be provided, without preference or priority, to the existing territory in the CFD and the territory proposed to be annexed to the CFD.

Annexation Map No. 17 of City of Suisun City Community Facilities District No. 2 (Municipal Services)

COUNTY OF SOLANO
STATE OF CALIFORNIA



REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARIES OF CITY OF SUISUN CITY, COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA" FILED THE 27TH DAY OF OCTOBER, 2005, AT THE HOUR OF IN BOOK 23 OF MAPS OF ASSESSMENT OF THE COUNTY OF SOLANO, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

1 FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SUISUN CITY THIS ____ DAY OF _____, 20__.

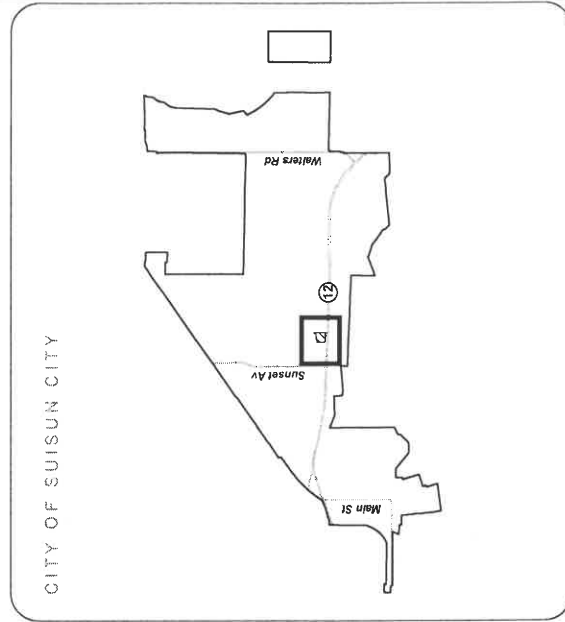
CITY CLERK _____

2. I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 17 TO CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA, WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A CITY CLERK OF THE CITY OF SUISUN CITY, AT A MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20__, BY ITS RESOLUTION NO. ____.

CITY CLERK _____

3 FILED THIS ____ DAY OF _____, 20__, AT THE HOUR OF ____ O'CLOCK, ____ M. IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF SOLANO



Source: Solano County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California II FIPS 0402 Feet



CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2 (Municipal Services) (the "CFD") shall be levied and collected according to the tax liability determined by the City Council, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the Solano County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 commencing at Section 53311 of the California Government Code.

"Administrator" means the individual(s) designated by the City to administer the CFD in accordance with the authority and powers granted by the City Council.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor of the County of Solano designating parcels by Assessor's Parcel number.

"Average Increase" means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by (1) referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year, and (2) taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase.

"Building Square Footage" means the total gross square footage of the floor area of the buildings on any Parcel of Non-Residential Property determined by calculating the combined floor area contained within a building's exterior walls including the area of an addition where floor area is increased. Parking areas and exterior walkways shall not be included in the calculation of Building Square Footage. The determination of Building Square Footage shall be made by reference to appropriate records kept by the City's Building Department.

"CFD-Wide Special Tax" means the Maximum Special Tax identified in Section C.1 below that shall be levied on all Developed Property within the CFD.

"CFD-Wide Special Tax Requirement" means the amount necessary in any Fiscal Year to (i) pay the cost of authorized police, fire, paramedical, storm drain and City-wide landscaping services, (ii) pay administrative expenses of the CFD, and (iii) cure delinquencies in the payment of Special Taxes levied in prior Fiscal Years or (based on delinquencies in the payment of Special Taxes which have already taken place) are expected to occur in the Fiscal Year in which the tax will be collected.

"City" means the City of Suisun City.

"City Council" means the City Council of the City of Suisun City, acting as the legislative body of the CFD.

"Developed Property" means, in any Fiscal Year, all Taxable Property for which a building permit for new construction has been issued prior to July 1 of the preceding Fiscal Year.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Indices" means the Consumer Price Indexes for the San Francisco-Oakland-San Jose Urban Wage Earners and Clerical Workers Category and the U.S. City Average Urban Wage Earners and Clerical Workers Category.

"Live/Work Property" means a Parcel on which all or a portion of a Unit is deed-restricted for commercial use, as determined in the sole discretion of the City.

"Maximum CFD-Wide Special Tax" means the maximum CFD-Wide Special Tax, determined in accordance with Section C.1 below, that can be levied on Taxable Property in any Fiscal Year.

"Maximum Tax Zone Special Tax" means the maximum Tax Zone Special Tax, determined in accordance with Section C.2 below, that can be levied on Taxable Property in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure with Units that are offered for rent to the general public.

“Non-Residential Property” means any Taxable Property within the boundaries of the CFD that is not Live/Work Property, Single Family Detached Property, Single Family Attached Property or Multi-Family Property, as defined herein.

“Public Agency” means the federal government, State of California or other local governments or public agencies.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale units, including such residential structures that meet that statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Developed Property which meet both of the following criteria: (i) a building permit was issued for construction of a Unit that does not share a common wall with another Unit, and (ii) the Parcel has not been designated as Live/Work Property.

“Special Tax” means a special tax levied in any Fiscal Year to pay the CFD-Wide Special Tax Requirement or the Tax Zone Special Tax Requirement.

“Taxable Property” means all Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section E below.

“Tax Zone” means a mutually exclusive geographic area within which a particular Tax Zone Special Tax may be levied pursuant to this RMA. All of the property within the CFD at the time of the CFD formation is within Tax Zone #1; additional Tax Zones may be created when property is annexed into the CFD, and a separate Tax Zone Special Tax shall be identified for property within a new Tax Zone at the time of such annexation.

“Tax Zone Special Tax” means a Special Tax that shall be levied within a particular Tax Zone or Tax Zones but not necessarily levied at a consistent rate throughout the entire CFD.

“Tax Zone Special Tax Requirement” means the amount necessary in any Fiscal Year to pay the cost of authorized landscaping services within a particular Tax Zone. A separate Tax Zone Special Tax Requirement shall be determined each Fiscal Year for each Tax Zone within which a Tax Zone Special Tax is authorized to be levied.

“Unit” means a residential dwelling unit, including individual single-family detached, duplex, triplex, fourplex, townhome, condominium, or apartment units.

B. DATA FOR ANNUAL ADMINISTRATION OF SPECIAL TAX

After July 1 of each Fiscal Year, the Administrator shall categorize all Parcels of Taxable Property in the CFD as Single Family Detached Property, Single Family Attached Property, Multi-Family Property, Live/Work Property or Non-Residential Property. For each Parcel of Single Family Attached Property, Live/Work Property and Multi-Family Property, the Administrator shall determine the number of Units on the Parcel by referencing the building permit, site plan, condominium plan, apartment plan or other development plan for the Parcel. The Administrator shall determine the Building Square Footage for all Parcels of Non-Residential Property. The Administrator shall also determine the Tax Zone within which each Parcel of Taxable Property is located.

C. MAXIMUM SPECIAL TAX

1. CFD-Wide Special Tax

Table 1 below identifies the Maximum CFD-Wide Special Taxes.

**Table 1
City of Suisun City
Community Facilities District No. 2
(Municipal Services)
Maximum CFD-Wide Special Taxes**

Land Use Category	Maximum CFD-Wide Special Tax Fiscal Year 2005-06 *
Single Family Detached Property	\$629.90 per Unit
Single Family Attached Property	\$472.43 per Unit
Multi-Family Property	\$236.21 per Unit
Live/Work Property	\$629.90 per Unit plus \$629.90 per 1,000 square feet (or portion thereof) of non-residential building and ancillary improvements
Non-Residential Property	The greater of \$629.90 per parcel or \$629.90 per 1,000 Square Feet (or portion thereof) of Building Square Footage

* Beginning in January 2006 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

2. Tax Zone #1 Special Tax

Table 2 below identifies the Maximum Tax Zone Special Tax for Tax Zone #1. A different Maximum Tax Zone Special Tax shall be identified for Tax Zones added to the CFD as a result of future annexations.

Table 2
City of Suisun City
Community Facilities District No. 2
(Municipal Services)
Maximum Tax Zone Special Taxes for Tax Zone #1

Land Use Category	Maximum CFD-Wide Special Tax Tax Zone #1 Fiscal Year 2005-06 *
Single Family Detached Property	\$386.04 per Unit
Single Family Attached Property	\$289.53 per Unit
Multi-Family Property	\$144.77 per Unit
Live/Work Property	\$386.04 per Unit plus \$386.04 per 1,000 square feet (or portion thereof) of non-residential space
Non-Residential Property	The greater of \$386.04 per Parcel or \$386.04 per 1,000 Square Feet (or portion thereof) of Building Square Footage

* Beginning in January 2006 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

D. METHOD OF LEVY AND COLLECTION OF THE SPECIAL TAX

1. CFD-Wide Special Tax

Each Fiscal Year, the CFD-Wide Special Tax shall be levied on all Parcels of Developed Property within the CFD as follows:

- Step 1:** Determine the CFD-Wide Special Tax Requirement for the Fiscal Year in which the CFD-Wide Special Tax will be collected;
- Step 2:** Calculate the total CFD-Wide Special Tax revenues that could be collected from Developed Property within the CFD based on application of the Maximum CFD-Wide Special Tax rates determined pursuant to Section C.1 above;

Step 3: If the amount determined in Step 1 is **greater than or equal to** the amount calculated in Step 2, levy the Maximum CFD-Wide Special Tax on all Parcels of Developed Property in the CFD.

Step 4: If the amount determined in Step 1 is **less than** the amount calculated in Step 2, levy the CFD-Wide Special Tax against all Parcels of Developed Property in equal percentages up to 100% of the Maximum CFD-Wide Special Tax for each Parcel until the amount of the CFD-Wide Special Tax levy equals the CFD-Wide Special Tax Requirement for that Fiscal Year.

2. Tax Zone Special Tax

Each Fiscal Year, the Tax Zone Special Tax shall be levied on all Parcels of Developed Property within each Tax Zone as follows:

Step 1: Separately for each Tax Zone, determine the Tax Zone Special Tax Requirement for the Fiscal Year in which the Tax Zone Special Tax will be collected;

Step 2: Calculate separately for each Tax Zone the total Tax Zone Special Tax revenues that could be collected from Developed Property within the Tax Zone based on application of the Maximum Tax Zone Special Tax rates for that Tax Zone;

Step 3: If the amount determined in Step 1 is **greater than or equal to** the amount calculated in Step 2, levy the Maximum Tax Zone Special Tax on all Parcels of Developed Property in the Tax Zone.

Step 4: If the amount determined in Step 1 is **less than** the amount calculated in Step 2, levy the Tax Zone Special Tax against all Parcels of Developed Property within the Tax Zone in equal percentages up to 100% of the Maximum Tax Zone Special Tax for each Parcel until the amount of the Tax Zone Special Tax levy equals the Tax Zone Special Tax Requirement for that Fiscal Year.

The CFD-Wide Special Tax and the Tax Zone Special Tax within the CFD shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the CFD may (under the authority provided in the Act), in any particular case, bill the taxes directly to the property owner off the County tax roll, and the Special Taxes will be equally subject to penalties and foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on land that has been conveyed to a Public Agency, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

**PETITION
(With Waivers)**

For Annexation to a Community Facilities District and Related Matters

**CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)**

Annexation No. 17 (Tractor Supply)

To the Honorable City Council
City of Suisun City
701 Civic Center Boulevard
Suisun City, CA 94585

Members of the Council:

This is a petition to annex the land identified below (the "Property") to the City's Community Facilities District No. 2 (Municipal Services) (the "CFD") and related matters under the Mello-Roos Community Facilities Act of 1982, Sections 53311 and following of the California Government Code (the "Act"), and it states as follows:

1. Petitioner. This Petition is submitted by the person (the "Petitioner") (whether one or more) identified below as or for the record owner(s) of the Property. The undersigned warrants to the City that the Petitioner is such owner or is legally authorized to execute this Petition for and on behalf of such owner(s). The Petitioner has supplied to the City current title evidence.

2. Proceedings Requested. This Petition asks that the City Council undertake proceedings under the Act to annex the Property to the CFD.

3. Boundaries. This Petition asks that the territory to be annexed to the CFD consist of that shown on a map of the proposed boundaries of Annexation No. 17 (Tractor Supply) to CFD-Wide Special Taxes of the CFD, which map is filed with the City Clerk of the City and which map is hereby made a part hereof and which map includes the Property.

4. Purpose. This Petition asks that the Property be annexed to the CFD and that special taxes (the "Special Taxes") be levied on the Property to finance all or a part of the municipal services (the "Services") described in Exhibit A hereto and made a part hereof.

5. Special Taxes. The Petitioner agrees that it has reviewed and preliminarily approves the Rate and Method of Apportionment of Special Taxes for the CFD (the "Existing Rate and Method"), as shown in Exhibit B hereto. Petitioner acknowledges and preliminarily agrees that the Rate and Method will be used by the City for the levy of Special Taxes on the Property to pay for the Services, subject to the completion of annexation proceedings for the Property by the City under the Act.

6. Election. The Petitioner asks that the special election be conducted under the Act by the City and its officials on the questions of (i) annexation of the Property to the CFD and (ii) levy of the Special Taxes, using a mailed or hand-delivered ballot and that such ballot be canvassed and the results certified

at the same meeting of the City Council as the public hearing on such matters under the Act or as soon thereafter as possible.

7. Waivers. To expedite the annexation of the Property to the CFD, the Petitioner waives all notices of hearing and all published notices regarding the annexation of the Property to the CFD, notices of landowner election, applicable waiting periods under the Act for the holding of any public hearing and for election, and all ballot arguments and analysis for the election, it being acknowledged by the Petitioner that all such notices are for the benefit of the Petitioner and may be waived.

8. Authority Warranted. The Petitioner warrants to the City that the presentation of this Petition, any waivers contained herein, casting of ballots at the property owner election and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Petitioner for the Property, including any “due-on-encumbrance” clauses under any existing security instruments secured by the Property.

9. Due Diligence and Disclosures. The Petitioner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

10. Agreements. The Petitioner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions under this Petition, including any amount of cash deposit required to pay for the City’s costs in annexing the Property to the CFD. By executing this Petition, the Petitioner agrees to all of the above.

11. Prior Proceedings. The Petitioner acknowledges that it previously requested the City to annex the Property to the CFD and the City undertook proceedings under the Act to complete the annexation. The Petitioner further acknowledges that these proceedings were not completed because the Petitioner inadvertently did not submit a ballot in time to cast a vote at the special election held on August 8, 2023. The Petitioner acknowledges that the prior proceedings have been terminated and asks that the City Council restart the proceedings under the Act to annex the Property to the CFD.

The Property is in Solano County

Assessor Parcel No(s):

See Exhibit C

and the Property contains a total of
3.17 acres

The Petitioner (record owner) is:

YUBA INVESTMENTS -- E. ST. L.P.

By: _____

Name: _____

Its: _____

Date: _____

The address of the above for
receiving any notice and ballot is:

770 N WALTON AVE
YUBA CITY CA 95993

EXHIBIT A

**CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)**

Annexation No. 17 (Tractor Supply)

DESCRIPTION OF SERVICES

The captioned CFD will finance, in whole or in part, the following public services (the “Services”) on the Property, including all related administrative costs, related reserves for replacement of vehicles and equipment, and expenses:

- *Police services*
- *Fire services*
- *Paramedical services*
- *Services for the maintenance of parks, parkways and open space (landscaping).*
- *Services for the maintenance of storm drains*

EXHIBIT B

CITY OF SUISUN CITY

Community Facilities District No. 2

(Municipal Services)

Annexation No. 17 (Tractor Supply)

RATE AND METHOD OF APPORTIONMENT

EXHIBIT B

CITY OF SUISUN CITY Community Facilities District No. 2 (Municipal Services)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2 (Municipal Services) (the "CFD") shall be levied and collected according to the tax liability determined by the City Council, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the Solano County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 commencing at Section 53311 of the California Government Code.

"Administrator" means the individual(s) designated by the City to administer the CFD in accordance with the authority and powers granted by the City Council.

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"Average Increase" means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by (1) referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year, and (2) taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase.

"Building Square Footage" means the total gross square footage of the floor area of the buildings on any Parcel of Non-Residential Property determined by calculating the combined floor area contained within a building's exterior walls including the area of an addition where floor area is increased. Parking

areas and exterior walkways shall not be included in the calculation of Building Square Footage. The determination of Building Square Footage shall be made by reference to appropriate records kept by the City's Building Department.

"CFD-Wide Special Tax" means the Maximum Special Tax identified in Section C.1 below that shall be levied on all Developed Property within the CFD.

"CFD-Wide Special Tax Requirement" means the amount necessary in any Fiscal Year to (i) pay the cost of authorized police, fire, paramedical, storm drain and City-wide landscaping services, (ii) pay administrative expenses of the CFD, and (iii) cure delinquencies in the payment of Special Taxes levied in prior Fiscal Years or (based on delinquencies in the payment of Special Taxes which have already taken place) are expected to occur in the Fiscal Year in which the tax will be collected.

"City" means the City of Suisun City.

"City Council" means the City Council of the City of Suisun City, acting as the legislative body of the CFD.

"Developed Property" means, in any Fiscal Year, all Taxable Property for which a building permit for new construction has been issued prior to July 1 of the preceding Fiscal Year.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Indices" means the Consumer Price Indexes for the San Francisco-Oakland-San Jose Urban Wage Earners and Clerical Workers Category and the U.S. City Average Urban Wage Earners and Clerical Workers Category.

"Live/Work Property" means a Parcel on which all or a portion of a Unit is deed-restricted for commercial use, as determined in the sole discretion of the City.

"Maximum CFD-Wide Special Tax" means the maximum CFD-Wide Special Tax, determined in accordance with Section C.1 below, that can be levied on Taxable Property in any Fiscal Year.

"Maximum Tax Zone Special Tax" means the maximum Tax Zone Special Tax, determined in accordance with Section C.2 below, that can be levied on Taxable Property in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure with Units that are offered for rent to the general public.

"Non-Residential Property" means any Taxable Property within the boundaries of the CFD that is not Live/Work Property, Single Family Detached Property, Single Family Attached Property or Multi-Family Property, as defined herein.

"Public Agency" means the federal government, State of California or other local governments or public agencies.

"RMA" means this Rate and Method of Apportionment of Special Tax.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale units, including such residential structures that meet that statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Developed Property which meet both of the following criteria: (i) a building permit was issued for construction of a Unit that does not share a common wall with another Unit, and (ii) the Parcel has not been designated as Live/Work Property.

“Special Tax” means a special tax levied in any Fiscal Year to pay the CFD-Wide Special Tax Requirement or the Tax Zone Special Tax Requirement.

“Taxable Property” means all Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section E below.

“Tax Zone” means a mutually exclusive geographic area within which a particular Tax Zone Special Tax may be levied pursuant to this RMA. All of the property within the CFD at the time of the CFD formation is within Tax Zone #1; additional Tax Zones may be created when property is annexed into the CFD, and a separate Tax Zone Special Tax shall be identified for property within a new Tax Zone at the time of such annexation.

“Tax Zone Special Tax” means a Special Tax that shall be levied within a particular Tax Zone or Tax Zones but not necessarily levied at a consistent rate throughout the entire CFD.

“Tax Zone Special Tax Requirement” means the amount necessary in any Fiscal Year to pay the cost of authorized landscaping services within a particular Tax Zone. A separate Tax Zone Special Tax Requirement shall be determined each Fiscal Year for each Tax Zone within which a Tax Zone Special Tax is authorized to be levied.

“Unit” means a residential dwelling unit, including individual single-family detached, duplex, triplex, fourplex, townhome, condominium, or apartment units.

B. DATA FOR ANNUAL ADMINISTRATION OF SPECIAL TAX

After July 1 of each Fiscal Year, the Administrator shall categorize all Parcels of Taxable Property in the CFD as Single Family Detached Property, Single Family Attached Property, Multi-Family Property, Live/Work Property or Non-Residential Property. For each Parcel of Single Family Attached Property, Live/Work Property and Multi-Family Property, the Administrator shall determine the number of Units on the Parcel by referencing the building permit, site plan, condominium plan, apartment plan or other development plan for the Parcel. The Administrator shall determine the Building Square Footage for all

Parcels of Non-Residential Property. The Administrator shall also determine the Tax Zone within which each Parcel of Taxable Property is located.

C. MAXIMUM SPECIAL TAX

1. *CFD-Wide Special Tax*

Table 1 below identifies the Maximum CFD-Wide Special Taxes.

**Table 1
City of Suisun City
Community Facilities District No. 2
(Municipal Services)
Maximum CFD-Wide Special Taxes**

Land Use Category	Maximum CFD-Wide Special Tax Fiscal Year 2005-06 *
Single Family Detached Property	\$629.90 per Unit
Single Family Attached Property	\$472.43 per Unit
Multi-Family Property	\$236.21 per Unit
Live/Work Property	\$629.90 per Unit plus \$629.90 per 1,000 square feet (or portion thereof) of non-residential building and ancillary improvements
Non-Residential Property	The greater of \$629.90 per parcel or \$629.90 per 1,000 Square Feet (or portion thereof) of Building Square Footage

* Beginning in January 2006 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

2. *Tax Zone #1 Special Tax*

Table 2 below identifies the Maximum Tax Zone Special Tax for Tax Zone #1. A different Maximum Tax Zone Special Tax shall be identified for Tax Zones added to the CFD as a result of future annexations.

Table 2
City of Suisun City
Community Facilities District No. 2
(Municipal Services)
Maximum Tax Zone Special Taxes for Tax Zone #1

Land Use Category	Maximum CFD-Wide Special Tax Tax Zone #1 Fiscal Year 2005-06 *
Single Family Detached Property	\$386.04 per Unit
Single Family Attached Property	\$289.53 per Unit
Multi-Family Property	\$144.77 per Unit
Live/Work Property	\$386.04 per Unit plus \$386.04 per 1,000 square feet (or portion thereof) of non-residential space
Non-Residential Property	The greater of \$386.04 per Parcel or \$386.04 per 1,000 Square Feet (or portion thereof) of Building Square Footage

* Beginning in January 2006 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

D. METHOD OF LEVY AND COLLECTION OF THE SPECIAL TAX

1. *CFD-Wide Special Tax*

Each Fiscal Year, the CFD-Wide Special Tax shall be levied on all Parcels of Developed Property within the CFD as follows:

- Step 1:** Determine the CFD-Wide Special Tax Requirement for the Fiscal Year in which the CFD-Wide Special Tax will be collected;
- Step 2:** Calculate the total CFD-Wide Special Tax revenues that could be collected from Developed Property within the CFD based on application of the Maximum CFD-Wide Special Tax rates determined pursuant to Section C.1 above;
- Step 3:** If the amount determined in Step 1 is **greater than or equal to** the amount calculated in Step 2, levy the Maximum CFD-Wide Special Tax on all Parcels of Developed Property in the CFD.
- Step 4:** If the amount determined in Step 1 is **less than** the amount calculated in Step 2, levy the CFD-Wide Special Tax against all Parcels of Developed Property in equal percentages up to 100% of the Maximum CFD-Wide Special Tax for each Parcel until the amount of the CFD-Wide Special Tax levy equals the CFD-Wide Special Tax Requirement for that Fiscal Year.

2. Tax Zone Special Tax

Each Fiscal Year, the Tax Zone Special Tax shall be levied on all Parcels of Developed Property within each Tax Zone as follows:

- Step 1:** Separately for each Tax Zone, determine the Tax Zone Special Tax Requirement for the Fiscal Year in which the Tax Zone Special Tax will be collected;
- Step 2:** Calculate separately for each Tax Zone the total Tax Zone Special Tax revenues that could be collected from Developed Property within the Tax Zone based on application of the Maximum Tax Zone Special Tax rates for that Tax Zone;
- Step 3:** If the amount determined in Step 1 is **greater than or equal to** the amount calculated in Step 2, levy the Maximum Tax Zone Special Tax on all Parcels of Developed Property in the Tax Zone.
- Step 4:** If the amount determined in Step 1 is **less than** the amount calculated in Step 2, levy the Tax Zone Special Tax against all Parcels of Developed Property within the Tax Zone in equal percentages up to 100% of the Maximum Tax Zone Special Tax for each Parcel until the amount of the Tax Zone Special Tax levy equals the Tax Zone Special Tax Requirement for that Fiscal Year.

The CFD-Wide Special Tax and the Tax Zone Special Tax within the CFD shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the CFD may (under the authority provided in the Act), in any particular case, bill the taxes directly to the property owner off the County tax roll, and the Special Taxes will be equally subject to penalties and foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on land that has been conveyed to a Public Agency, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

EXHIBIT C

**CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)**

Annexation No. 17 (Tractor Supply)

DESCRIPTION OF PROPERTY

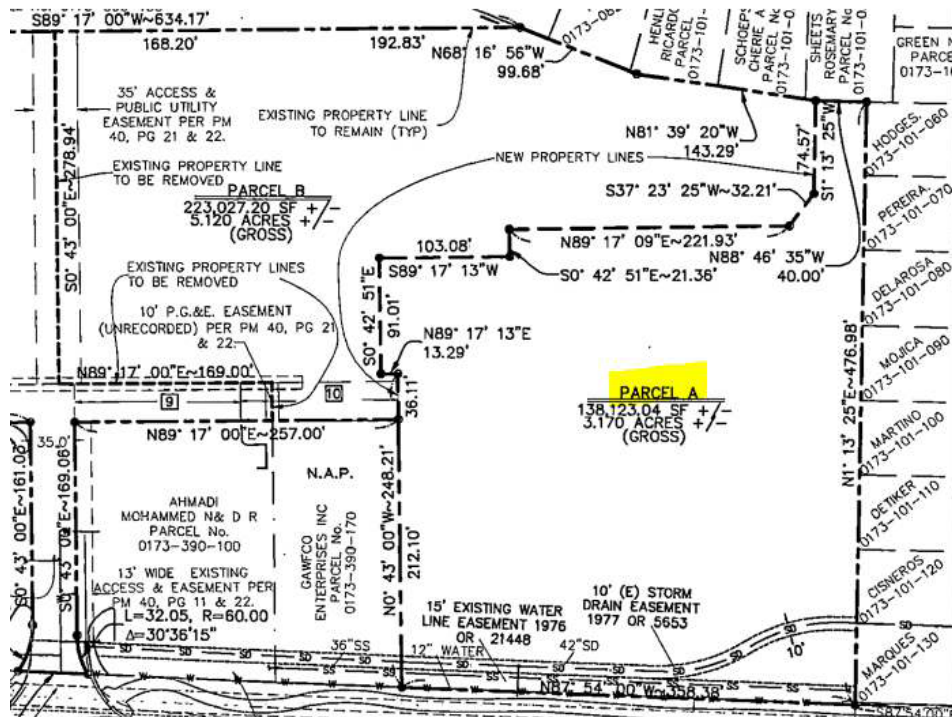
PARCEL "A"

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA BEING A PORTION OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA ON OCTOBER 3, 1996 IN BOOK 40 OF PARCEL MAPS, AT PAGE 21 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 1 N 87° 54' 00" W, 358.38' TO THE SOUTHEAST CORNER OF PARCEL 2 OF SAID PARCEL MAP; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 2 AND ITS NORTHERLY PROJECTION N 0° 43' 00" W, 248.21'; THENCE S 89° 17' 13" W, 13.29'; THENCE N 0° 42' 51" W, 91.01'; THENCE N 89° 17' 13" E, 103.08'; THENCE N 0° 42' 51" W, 21.36'; THENCE N 89° 17' 09" E, 221.93'; THENCE N 37° 23' 25" E, 32.21'; THENCE N 1° 13' 25" E, 74.57' TO A POINT ON THE NORTH LINE OF SAID PARCEL 1; THENCE ALONG SAID NORTH LINE S 88° 46' 35" E, 40.00' TO THE NORTHEAST CORNER OF SAID PARCEL 1; THENCE ALONG THE EAST LINE OF SAID PARCEL 1 S 1° 13' 25" W, 476.98' TO THE POINT OF BEGINNING.

SUBJECT TO ALL OF THE EASEMENTS AND RESERVATIONS AS SHOWN AFFECTING PARCELS 1 AND 2 OF SAID PARCEL MAP.

CONTAINING 3.170 ACRES MORE OR LESS



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AGENDA TRANSMITTAL

MEETING DATE: September 5, 2023

CITY AGENDA ITEM: 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 8, 2023 and August 15, 2023.

FISCAL IMPACT: None

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: Pursuant to Government Code 40801, the City Clerk shall keep an accurate record of the proceedings of the City Council meetings. City Council minutes are prepared in a manner consistent with the intent of the Government Code. Minutes provide a record of when and where the meeting took place, type of meeting, and report any action taken, including the vote of each member of the City Council.

STAFF REPORT: The minutes of the City Council, Suisun City Council Acting as Successor Agency, and Housing Authority meetings held on August 8, 2023 and August 15, 2023, are submitted for review and approval.

STAFF RECOMMENDATION: 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 8, 2023 and August 15, 2023.

DOCUMENTS ATTACHED:

1. Minutes - August 8, 2023 Special Closed Session Meeting
 2. Minutes - August 8, 2023 Regular Council-Successor Agency-Housing Authority Meeting
 3. Minutes - August 15, 2023 Special Closed Session Meeting
 4. Minutes - August 15, 2023 Regular Council-Successor Agency-Housing Authority Meeting
-

PREPARED BY:

Donna Pock, Deputy City Clerk

REVIEWED BY:

Anita Skinner, City Clerk

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1. [Minutes - August 8, 2023 Special Closed Session Meeting 5 pm.pdf](#)
2. [Minutes - August 8, 2023 Regular Council-Successor Agency-Housing Authority Meeting.pdf](#)
3. [Minutes - August 15, 2023 Special Closed Session Meeting 5 pm.pdf](#)
4. [Minutes - August 15, 2023 Regular Council-Successor Agency-Housing Authority Meeting.pdf](#)

CITY COUNCIL

Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Marlon L Osum, Member
Amit Pal, Member



CITY COUNCIL MEETING

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, AUGUST 8, 2023

5:00 PM

Suisun City Council Chambers - 701 Civic Center Boulevard - Suisun City, California

NOTICE

Pursuant to Government Code Section 54953(b) the following City Council meeting includes teleconference participation by:

- *Mayor Pro Tem Princess Washington: Manchester Grand Hyatt Hotel, 1 Market Pl, San Diego, CA 92101*

*CITY COUNCIL MEETINGS ARE HELD IN-PERSON
PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM*

ZOOM MEETING INFORMATION:

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

MEETING ID: 843 3956 2301

CALL IN PHONE NUMBER: (707) 438-1720

***REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING
CLERK@SUISUN.COM (PRIOR TO 4 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720***

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

ROLL CALL

Mayor Hernandez called the meeting to order at 5:01 pm with the following Council Members present:

PRESENT: Dawson, Hernandez, Osum

ABSENT: Pal (arrived 5:14 pm), Washington (joined via Zoom at 5:04 pm)

CONFLICT OF INTEREST NOTIFICATION NONE

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

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.)

Michelle Garcia thanked council members for coming out to Humphrey Drive to personally see the issues she has been addressing at council meetings. She recommends that the departments come out together so they can see the issues at the same time.

CLOSED SESSION

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

- 1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION
Pursuant to Government Code Section 54956.9(a), (d)(4)
Based on existing facts and circumstances, the City Council has decided to initiate or is deciding whether to initiate litigation in one matter.
- 2 CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6
Agency negotiator: City Manager
Employee organizations:
Unrepresented Employees;
SCPFA IAFF (Suisun City Professional Firefighters' Association);
Temporary/Part-Time Employees;
SCPOA (Suisun City Police Officers Association).
3. PERSONNEL MATTERS
Pursuant to Government Code Section 54957(b)(1) et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager.

Council entered into Closed Session at 5:04 pm.

CONVENE OPEN SESSION

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

ADJOURNMENT

There being no further business the meeting was adjourned at 6:39 pm.

Anita Skinner, City Clerk

CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Marlon L Osum, Member
Amit Pal, Member



CITY COUNCIL MEETING

MINUTES

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

TUESDAY, AUGUST 8, 2023

6:30 PM

Suisun City Council Chambers - 701 Civic Center Boulevard - Suisun City, California

NOTICE

Pursuant to Government Code Section 54953(b) the following City Council meeting includes teleconference participation by:

- *Mayor Pro Tem Princess Washington: Manchester Grand Hyatt Hotel, 1 Market Pl, San Diego, CA 92101*

CITY COUNCIL MEETINGS ARE HELD IN-PERSON

PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

ZOOM MEETING INFORMATION:

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

*MEETING ID: **875 1189 9835***

CALL IN PHONE NUMBER: (707) 438-1720

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING
CLERK@SUISUN.COM (PRIOR TO 5 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720*

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

(Next Ord. No. – 803)

(Next City Council Res. No. 2023 – 110)

Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 06)

(Next Housing Authority Res. No. HA2023 – 02)

City Attorney Gerli reported out on Closed Session items.

ROLL CALL

Mayor Hernandez called the meeting to order at 6:53pm with the following Council Members present:

PRESENT: Dawson, Hernandez, Osum, Pal, Washington

ABSENT: None

Pledge of Allegiance was led by Council Member Dawson.

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 Update - (Folsom: gfolson@suisun.com).
 - Shared video about McCoy Creek Phase 2 project
 - Reported 4 new Police Officers have started
 - National Farmer's Market Week, please come to Suisun's Market on Saturdays

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

- 2 Appointment of Voting Delegate and Alternate(s) for the League of California Cities 2023 Annual Conference - (Hernandez: ahernandez@suisun.com).
Mayor Hernandez appointed Council Member Osum as voting delegate and Council Member Pal as alternate.

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.)

Simone Smith read petition signed by residents regarding homeless individuals behind their homes.

Donna LeBlanc commented on the job being done by Marina Construction; reminder that the speed limit in the Hwy 12 construction zone is 40; trash around Tractor Supply construction site needs to be cleaned up; National Night Out block party was huge success, and commented that Katrina Garcia didn't get recognition for her hard work in its success; reminder school starts next week and that there is a Micro Transit update.

Richard commented about the trash, homelessness, asked what the statute of limitations are on the Pickering property; no parking vehicles over 8 feet high on Petersen Road behind Walmart; camera in back of Walmart needs to be fixed; semi's on Petersen Road sitting idle with motors running.

Michelle Chavez spoke on encampments next to or near residences; vehicles parked overnight on city streets; outreach of available services at homeless encampments.

George Guynn spoke on how the budget expenditures has expanded over the years with no increase in revenues.

James Berg commented on the Farmers Market and hopes it continues to take off; bathrooms weren't unlocked and overwatering of the lawn where market is set up; last week there were zero produce; did city manager get a pay increase with the eval not being finished; recommend start looking for RFP if going to replace him, next eval due in 5 months.

Verna Schutter commented she held a National Night Out with approximately 50 neighbors, great way to get to know each other; thank you to Katrina for reaching out to her to get involved.

Lilia Dardon gave a shout out to Katrina for National Night Out; Farmers Market had no produce there; saw that a piece of firefighting equipment had been given to a museum on the local news.

Robert Baskin, 1320 Philips Way, streets being redone by an outside company working with PGE and feels they need to find a better way to repair the road, than what is being done.

Sonia Kumari commented that Railroad Avenue has become unsafe for her family to even operate their business at 300 Railroad Ave.

Mayor Hernandez explained the no response to public comment questions, but that information is taken and forwarded to departments for them to look into the situations.

COUNCIL COMMENTS

3 Council/Board Member Updates.

Council Member Dawson thanked everyone involved in National Night Out and was disappointed that she was not able to make it to all the individual gatherings. Salvation Army Major Bob recently passed, commented on all the work he has done in Suisun and asked that the meeting tonight be adjourned in his memory.

Council Member Pal commented he got to meet a lot of people at National Night Out; thanked Katrina for her work; attended the Farmers Market ribbon cutting; spoke with SID on why a lot of residents were not notified about a water shut off and they will work to make sure it does not happen again; thanked everyone in attendance for the comments tonight, you are being heard.

Council Member Osum thanked Council Member Pal for taking him around on National Night Out; Attended the KC-10 dedication at Travis AFB; work with the historical group to do a directory of Suisun businesses, poster, tour of historic old town; work with residents to have a unified vision for the city.

Vice Mayor Washington commented currently at a conference for Sewer District; thanked Salvation Army for emergency disaster response training; condolences on the passing of Major Bob who was the head of the Salvation Army; attended ribbon cutting for the farmers market and we do need to keep bathrooms open on weekends; thank you to neighbors who participated in National Night Out; attended an open house in Vallejo with Congressman Garamendi and Senator Dodd; thanked RPMA Camp Chaos for kids for special needs; asked to dedicate tonight's meeting to Major Bob.

Mayor Hernandez commented about the Mayor's Updates in the packet; SolTrans blue line changes, additional info at soltrans.org; environ/climate committee received informative training around CEQA requirements; attended the ribbon cutting for the farmers market; attended KC-10 dedication at Travis AFB; thanked Chief Roth for monitoring Humphrey Lane at night and reporting back; thank you to all for National Night Out, the service providers in attendance and those who hosted block parties; report by Daily Republic on the last council meeting (norms/procedures) and explained her descending vote

CONSENT CALENDAR

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

City Council

- 4 Council Adoption of Resolution No. 2023-110: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Quimu Contracting, Inc. for the Sidewalk Gap Closure Project - (Vue: nvue@suisun.com).
- 5 Council Adoption of Resolution No. 2023-111: Amending Citywide Beautification Advisory Committee - (Vue: nvue@suisun.com).
- 6 Council Adoption of Ordinance No. 801: Adopting the 2022 California Building Standards Code (Suisun City Municipal Code Title 15 Building and Construction) - (Bermudez: jbermudez@suisun.com).
- 7 Council Adoption of Ordinance No. 802: Amending City Ordinance Chapter 12.12 Park and Recreation Facilities to the Suisun City Municipal Code - (Lofthus: klofthus@suisun.com).
- 8 Council Adoption of Resolution No. 2023-112: Authorizing the City Manager to Enter into a Contract on the City's Behalf with Melton Design Group for Professional Design and Project Management Services for the Montebello Vista Park Revitalization Project and authorizing the City Manager to approve change orders up to 10% of the original contract amount - (Lofthus: klofthus@suisun.com).
- 9 Council Adoption of Resolution No. 2023-113: Authorizing the Mayor to Sign a Letter of Support for the City of Benicia's Desire to have the State Legislature Pass Special Legislation to Increase the Statutory Sales Tax Limit in Solano County from 9.25% to 9.75% - (Folsom: gfolson@suisun.com).
- 10 Council Adoption of Resolution 2023-114: Approving the Amended and Restated Memorandum of Understanding (MOU) with the Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Execute It on Behalf of the City - (Penland: cpenland@suisun.com).
- 11 Council Adoption of Resolution No. 2023-115: Approving the Memorandum of Understanding (MOU) with the Suisun City Professional Firefighters' Association (SCPFA) and Authorizing the City Manager to execute it on Behalf of the City - (Penland: cpenland@suisun.com).

- 12 Council Adoption of Resolution No. 2023-116: Amending the Citywide Salary Schedule to Implement the Negotiated Wage Adjustments for Employees and Classifications Represented by the Suisun Professional Firefighters' Association (SCPFA) - (Penland: cpenland@suisun.com).

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

- 13 Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on July 25, 2023 – (Skinner: clerk@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

- 14 Council/Agency Approval of June 2023 Payroll Warrants in the Amount of \$942,194.91 and Council/Agency Approval of the June 2023 Accounts Payable Warrants in the Amount of \$1,375,822.33 - (Finance).

Vice Mayor Washington pulled Items 5 and 9.

ITEM #4

Donna LeBlanc commented on the sidewalk by Marina Village Apartments not being completed and being a safe route to school. How are kids going to get safely to school next week with no sidewalk; when did we start having 10' wide sidewalk, not clear in attachments.

James Berg commented on no walkways for students, ADA, why was this not in the plan for the developer to complete this right away.

ITEM #6

George Guynn commented a job with no permit was reported but didn't see any change; building codes do not seem to be enforced; make changes to Mr. Bermudez's duties.

ITEM #7

Donna LeBlanc comments she supports RPMA; need to make sure there is enforcement for the codes.

ITEM #9

Clerk Skinner read email comment from Steve Olry.

ITEM #10

George Guynn commented that amending the MOU will mean more money payout and asked where are the funds coming from.

ITEM #14

George Guynn commented on large amount of funds being paid out with no significant revenue.

Clerk Skinner read email comment from Steve Olry.

Motion by Council Member Dawson to approve Consent Calendar Items 4,6,7,8,10,11,12,13,14 and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington
NOES: None
ABSENT: None

ITEM #5

Vice Mayor Washington asked clarifying questions regarding the Beautification Committee; future involvement of the Public Works Department.

Director Vue responded.

Donna LeBlanc asked if the committee would fall under the norms for council or will it have its own; noted all terms expired in odd year; what is the max time they can serve; have we gotten any apps yet; if we only get 6 applications, will we not have a committee; who are they going to be able to rely on to get info; reconsider and put this as an ad hoc under RPMA.

Michelle Chavez seconded the ad hoc suggestion.

Council Member Dawson moved to approve Item #5 and seconded by Mayor Hernandez. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington
NOES: None
ABSENT: None

Council took a brief recess at 8:33pm and reconvened at 8:42pm.

ITEM #9

Vice Mayor Washington asked for clarification on exactly what we are asking. Council to do Mr. Folsom explained it was a letter of support to City of Benicia.

PUBLIC COMMENTS

Clerk Skinner read email from Steve Olry.

George Guynn stated we should lower sales tax rather than make them higher; we shouldn't try to influence other cities on what they want to do.

James Berg commented he is against this item; let Benicia lobby for their own exemption; make it a specific tax if it does go through.

Lilia Dardon opposes this item.

Mayor Hernandez clarified some mis information of garbage, sewer, water rates, they are not taxes. Council has authority to place tax measure on ballot.

There was further Council discussion.

**Motion by Council Member Dawson to approve Item #9 and seconded by Council Member Pal.
Motion passed by the following vote:**

AYES: Dawson, Hernandez, Osum, Pal, Washington
NOES: None
ABSENT: None

PUBLIC HEARING

City Council

- 15 Public Hearing and Other Proceedings Related to the Formation of Community Facilities District No. 5 (Public Safety, Maintenance & Dredging Services) for the Meridian West residential development: - (Vue: nvue@suisun.com)
- a. Council Adoption of Resolution No. 2023-117: Establishing the Formation of a Community Facilities District; and
 - b. Council Adoption of Resolution No. 2023-118: Calling a Special Election for a Community Facilities District; and
 - c. Council Adoption of Resolution No. 2023-119: Declaring Results of a Special Landowner Election and Directing the Recording of a Special Tax Lien; and
 - d. Council Introduction and Waive Reading of Ordinance No. 803: Authorizing the Levy of Special Taxes in a Community Facilities District.

Director Vue presented the staff report and power point.

Mayor Hernandez opened the Public Hearing.

Robert Baskin asked what and where is District 5?

There being no further comments Mayor Hernandez closed the Public Hearing.

Director Vue and City Manager Folsom responded to comments.

Clerk Skinner opened and read vote which was a Yes vote.

**Motion by Council Member Dawson to approve Item #15 and seconded by Council Member Pal.
Motion passed by the following vote:**

AYES: Dawson, Hernandez, Osum, Pal, Washington
NOES: None
ABSENT: None

- 16 Public Hearing and Other Proceedings Related to Annexation No. 17 to Community Facilities District No. 2 (Municipal Services), for the Tractor Supply Co. Project: - (Vue: nvue@suisun.com)

- a. Council Adoption of Resolution No. 2023-120: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
- b. Council Adoption of Resolution No. 2023-121: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
- c. Council Introduction and Waive Reading of Ordinance No. 804: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

Director Vue presented the staff report and power point.

Mayor Hernandez opened the Public Hearing.

There were no comments.

Mayor Hernandez closed the Public Hearing.

Clerk Skinner stated there was no ballot just a petition that was signed by the owners of the Tractor Supply.

**Motion by Council Member Pal to approve Item #16 and seconded by Council Member Osum.
Motion passed by the following vote:**

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

GENERAL BUSINESS

City Council

- 17 Discussion and Direction on Recreation, Parks, Marina, and Arts (RPMA) Commission Event
- (Lofthus: klofthus@suisun.com).

Deputy City Manager Lofthus gave the presentation. There was discussion to possibly add the I Art Suisun event to the city events and cover the \$5000 cost.

Council Member Dawson moved to add I Art Suisun as a city sponsored event.

PUBLIC COMMENT

James Berg asked what happened to Friends of Suisun City Recreation and the funds that were in that account.

Donna LeBlanc commented on fund raising for I Art Suisun event and her involvement.

Joe (on line) supports I Art Suisun and believes city should fund.

Mayor Hernandez clarified motion as this was a discussion and direction item

Motion by Council Member Dawson to add I Art Suisun as a city sponsored event and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington
NOES: None
ABSENT: None

18 Discussion and Direction Regarding City Attorney Services - (Folsom: gfolson@suisun.com).

City Manager Folsom gave staff report.

PUBLIC COMMENT

Donna LeBlanc commented the staff report listed contract amount for surrounding cities but not Suisun and asked what was paid in 2022?

George Guynn commented he felt it was a good idea to get quotes from different firms.

James Berg commented that the RFP needs to be done by a third party; norms and procedures is mayor heavy which takes away from council.

Mr. Dardon commented we have an opportunity to reevaluate who represents our city; keep money in house and get a firm in Solano County.

Council Member Pal left dais at 10:09 pm and returned at 10:12 pm

There was continued Council discussion.

Mayor Hernandez confirmed consensus for the RFP:

- Samples of RFPs
- Identify in house vs larger groups, different models and pros and cons for each
- Identifying the process of reviewing RFP by using an external source

Additional steps:

- Comes before Council for additional direction
- Could be an Ad Hoc that reviews

REPORTS: (Informational items only)

19 Mayoral Update - (Hernandez: ahernandez@suisun.com).

20 Non-Discussion Items.

ADJOURNMENT adjourn in honor of Major Bob

There being no further business Mayor Hernandez adjourned the meeting at 10:33 pm in honor of Major Bob.

Anita Skinner, City Clerk

CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Marlon L Osum, Member
Amit Pal, Member



CITY COUNCIL MEETING

MINUTES
SPECIAL MEETING OF THE SUISUN CITY COUNCIL
AND
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY
TUESDAY, AUGUST 15, 2023
5:00 PM

Suisun City Council Chambers - 701 Civic Center Boulevard - Suisun City, California

*CITY COUNCIL MEETINGS ARE HELD IN-PERSON
PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM*

ZOOM MEETING INFORMATION:

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

MEETING ID: 863 1274 2897

CALL IN PHONE NUMBER: (707) 438-1720

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING
CLERK@SUISUN.COM (PRIOR TO 4 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720*

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

ROLL CALL

Mayor Hernandez called the meeting to order at 5:00 pm with the following Council Members present:

PRESENT: Dawson, Hernandez, Osum, Pal, Washington

ABSENT: None

CONFLICT OF INTEREST NOTIFICATION None

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

PUBLIC COMMENT

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

Steve Olry commented on Item #1 that this was the last chance for the city to make money; suggested and Indian Casino which is tax exempt.

George Guynn stated he hopes the council makes a wise decision; city has a lot of law suits; hopes 30 acre site stays commercial; concerned about project at south entrance to Travis AFB could cause the base to leave.

CLOSED SESSION

Pursuant to California Government Code Section 54950 the Suisun City Council and Suisun City Council Acting as Successor Agency will hold a Closed Session for the Purpose of:

Joint City Council / Housing Authority

1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8 Real Property Identified by APN's 0030-295-030, 0032-230-290, 0032-230-310, 0032-230-370, 0032-230-280, located at Highway 12 on the Intersection of Marina Boulevard.

Negotiating Party: City Manager

Subject: Price and Terms of Payment

Parties Negotiating With: To Be Determined

City Council

2 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION

Pursuant to Government Code Section 54956.9(a), (d)(4)

Based on existing facts and circumstances, the City Council has decided to initiate or is deciding whether to initiate litigation (4 potential cases).

3 CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

Unrepresented Employees;

Temporary/Part-Time Employees.

4 PERSONNEL MATTERS

Pursuant to Government Code Section 54957(b)(1) et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager.

Council entered into Closed Session at 5:07 pm.

CONVENE OPEN SESSION

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

ADJOURNMENT

There being no further business the meeting was adjourned at 6:40 pm

Anita Skinner, City Clerk

CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Marlon L Osum, Member
Amit Pal, Member



CITY COUNCIL MEETING

MINUTES
REGULAR MEETING OF THE SUISUN CITY COUNCIL,
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY
TUESDAY, AUGUST 15, 2023
6:30 PM

Suisun City Council Chambers - 701 Civic Center Boulevard - Suisun City, California

*CITY COUNCIL MEETINGS ARE HELD IN-PERSON
PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM*

ZOOM MEETING INFORMATION:

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MEETING ID: 892 1785 6130

CALL IN PHONE NUMBER: (707) 438-1720

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CLERK@SUISUN.COM (PRIOR TO 5 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720*

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

(Next Ord. No. – 805)

(Next City Council Res. No. 2023 – 122)

(Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 06)

(Next Housing Authority Res. No. HA2023 – 02)

ROLL CALL

Mayor Hernandez called the meeting to order at 6:53 pm with the following Council Members present:

PRESENT: Dawson, Hernandez, Osum, Pal, Washington

ABSENT: None

Pledge of Allegiance was led by Boy Scout James Barlas, Jr. of Troop 8317.

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 Update - (Folsom: gfolson@suisun.com).
 - Micro transit Update: STA issued an RFP and will give a report soon
 - Updated School Tripper schedule which has been posted on city website
 - Pickering Property Update – thanked Mr. Bermudez, legal team, Public Works and Police Department getting the right of way property on Sunset Avenue cleaned up and is currently being fenced; remaining property is still an issue and appeals process has started
 - 301 Main Street – council and the courts have authorized a receiver to take over the property to oversee the property and abate the nuisance
 - July City Manager Update has been released and is on the city website.
 - Introduced Jason Goltiao, the new Housing Programs Manager

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

- 2 Mayoral and Councilmember Appointments of Commissions and Committees - (Hernandez: ahernandez@suisun.com).
 - a. Approval of Appointments to the Beautification Community Advisory Committee.
No appointments
 - b. Approval of Appointment to the Environment & Climate Advisory Committee.
Council Member Pal appointed Lisa Bakhmatova.

**Motion by Council Member Pal to approved appointment and seconded by Mayor Hernandez.
Motion passed by the following vote:**

AYES: Dawson, Hernandez, Osum, Pal, Washington
NOES: None
ABSENT: None

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.)

Clerk Skinner read email from Wayne Day who spoke about moving the propane cars further down the track and wishes to thank the council members who helped accomplish getting them moved.

Steve Olry glad to see Boy Scout here. Sunset at Railroad that backs up to private property creates a hazard, weed abatement needs to be done earlier in the year; graffiti on sidewalk on pathway to Walmart; McCoy Creek Trail Phase 2 is almost done but across the street on Pintail there is a large pile of debris.

Michelle Chavez presented council with a written communication with recommendations the attorney RFP; beautification committee survey to the residents; MOU with Shelter Solano.

Richard Herred spoke on the intersection of Peterson and Fulmar to get camera fixed or replaced; speed bumps to prevent donuts, “no parking” signs especially for motorhomes over 8’ high, thanked for action taken on Sunset and Railroad; Pickering property owners held liable to financial obligations; make it illegal to set up tents.

Alex Lunine with Sustainable Solano spoke about the Community Resilience Building Process. He submitted the Summary of Findings from that workshop to the council.

Donna LeBlanc commented on the Micro Transit school tripper schedule is on the website; farmers market on Saturdays 9-1 pm; August 26th the Buffalo Soldiers film will be shown at the VFW and it is free; Neighborhood Watch meeting Thursday, August 24th, 6:30 pm at the Suisun Library.

George Guynn commented on accounts payable and payroll; harbor silt build up; project on south end of Travis AFB is still going through and if it impacts the base we will lose the base; generate more revenue, can’t go over budget again.

Lito Santos commented the city manager’s update is not enough, more detailed information is needed on the specifics of the Pickering property.

Lilia Dardon asked what the status was on getting another produce person for the farmers market as there hasn’t been one for two weeks.

COUNCIL COMMENTS

3 Council/Board Member Updates.

Council Member Dawson –none

Council Member Pal attended a meet and greet with Secretary of State Shirley Webber; spoke with SID regarding customers who had water shut off without notification; please use city app to report issues; thanked everyone for being here tonight.

Council Member Osum has met with former city officials, professionals and other groups interested in coming up with a Master Plan for city development; instead of waiting for businesses to come to us we can come up with target plans to entice the businesses to come here.

Vice Mayor Washington Attended graduation ceremony for local chapter of APAPA; thanked Chief Roth and staff on homeless; met with Housing Manager on future development.

Mayor Hernandez commented she too met with Secretary of State Webber; attended the APAPA event; attended the Fairfield Suisun School District Resource Fair at St. Mark's; school tripper schedule change for the pickup in the afternoon; California Association of Sanitation Agencies conference in San Diego with Vice Mayor Washington which was very informative; met with Congressman Thompson about regional needs and homelessness.

CONSENT CALENDAR

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

City Council

- 4 Council Adoption of Ordinance No. 803: Authorizing the Levy of Special Taxes in Community Facilities District No. 5 (Public Safety, Maintenance & Dredging Services) (Introduced and Reading Waived August 8, 2023) - (Vue: nvue@suisun.com).
- 5 Council Adoption of Ordinance No.: Levying Special Tax Within the City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory (Introduced and Reading Waived August 8, 2023) - (Vue: nvue@suisun.com).
- 6 Council Review and Approve Letters of Response to Solano County Grand Jury Report titled "Solano County Emergency Dispatch Report," and Authorize the Mayor to Sign Response Cover Letter - (Roth: aroth@suisun.com).
- 7 Council Adoption of Resolution No. 2023-122: Authorizing the City Manager to Sign an MOU with Shelter Solano to Sponsor Two Shelter Beds to House Homeless from Suisun City - (Roth: aroth@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

- 8 Council/Agency Approval of July 2023 Payroll Warrants in the Amount of \$807,018.43 and Council/Agency Approval of the July 2023 Accounts Payable Warrants in the Amount of \$1,710,257.78 - (Finance).

City Attorney Taylor read the Ordinance Title for Item #4 and stated that Item #5 is being pulled from the agenda.

PUBLIC COMMENTS

Item #7

Michelle Chavez asked if the MOU would include instances if beds are not available for any reason; Credit if city does not have access to beds and will they pay for hotel rooms if no beds are available?

Donna LeBlanc commented a Grand Jury report on Shelter Solano is available and she will send them a copy; questions regarding the MOU:

- 3.3 is HOLE a spelling error or a physical hole and what is PHC equipment;
- 6.1 if we need additional beds where will funds come from; are there gender beds available; how are children house and what happens to personal items that are not allowed in the shelter.

George Guynn commented that \$68,400 for shelter beds is not a very efficient use of tax payers money; seems if you are homeless the government picks up the bill and that is not fair.

Steve Olry commented that 114 beds for a year is 1/3 of what we pay for; problems are lack of enforcement which also applies to weeds, illegal fireworks, homeless camps.

Item #8

George Guynn commented on the high payroll and accounts payable warrants; budget seems to be expanding and where is the revenue coming from; need to plan ahead.

Steve Olry commented on expenses and asked where is the money coming from; repeating the same mistakes; only way to get everyone's attention is a forensic audit.

Motion by Vice Mayor Washington to approve Consent Calendar items 4,6,7,8 removing item 5 and seconded by Council Member Dawson. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

PUBLIC HEARING NONE

GENERAL BUSINESS

Housing Authority

- 9 Housing Authority Adoption of Resolution No. HA 2023-02: Approving Revisions to the Housing Choice Voucher Administrative Plan Required by the United States Department of Housing and Urban Development - Lofthus: (klofthus@suisun.com).

Housing Programs Manager Jason Goltiao presented the staff report and power point and commented about the revisions of Chapters and the addition of Chapter 17; there will be a public hearing next month;

There was Council comments and clarifying questions which Mr. Goltiao responded to.

PUBLIC COMMENTS

George Guynn commented Jason is a good selection for this position; good to see things moving forward.

Council Member Osum left the meeting at 8:23 pm due to prior commitment.

Steve Olry commented it was a great presentation; over the years he has had rental properties and has been blessed with some good Section 8 tenants.

Lilia Dardon commented on a situation regarding a teacher who in no way they would qualify because of income and wondered if there was any type of exemption for teachers.

Mr. Goltiao responded to comments regarding eligibility; income eligibility; wait list and project-based vouchers

Mr. Folsom commented on Mr. Goltiao's excellent first presentation.

After further Council discussion there was consensus to amend Page 49, Section 411(F), waiting list will be updated annually and/or at least bi-annually; identify local preferences for educators, front line workers and service providers.

Motion by Council Member Dawson to approve the resolution and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Pal, Washington

NOES: None

ABSENT: Osum

REPORTS: (Informational items only)

10 Mayoral Update - (Hernandez: ahernandez@suisun.com).

11 Non-Discussion Items.

ADJOURNMENT

There being no further business the meeting was adjourned at 8:35 pm.

Anita Skinner, City Clerk

AGENDA TRANSMITTAL

MEETING DATE: September 5, 2023

CITY AGENDA ITEM: Council Introduction and Waive Reading of Ordinance No. ____: An Ordinance of the City Council of the City of Suisun City Amending Title 18 (Zoning) of the Suisun City Municipal Code Modifying the Fences and Walls Regulations – (Bermudez: jbermudez@suisun.com) - (Continued to September 19, 2023).

FISCAL IMPACT: None at this time.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: A Public Hearing Notice was published in the Daily Republic Newspaper, posted on the City's website, and posted at designated locations in the City.

STAFF REPORT: This item is not ready for presentation and is continued to September 19, 2023.

STAFF RECOMMENDATION: Recommendation to continue to September 19, 2023.

DOCUMENTS ATTACHED: NONE

PREPARED BY:	Jim Bermudez, Development Services Director
REVIEWED BY:	Greg Folsom, City Manager
APPROVED BY:	Greg Folsom, City Manager

ATTACHMENTS:

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AGENDA TRANSMITTAL

MEETING DATE: September 5, 2023

CITY AGENDA ITEM: Presentation on Homelessness Policies.

FISCAL IMPACT: None.

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

BACKGROUND: Laws and policies related to homelessness are aimed at maintaining public order, safety, and the welfare of both homeless individuals and the broader community. These laws often address issues such as loitering, camping in public spaces, panhandling, and trespassing. However, the *Boise v. Martin* decision, a landmark ruling by the Ninth Circuit Court of Appeals in 2018, significantly impacted the enforcement of such laws. The court held that punishing individuals for sleeping or camping in public places when no alternative shelter was available constituted cruel and unusual punishment, violating the Eighth Amendment.

Existing Suisun City Ordinances:

12.24.030 - Unlawful camping. It is unlawful for any person to camp, occupy camp facilities or use camp paraphernalia in the following areas, except as otherwise provided:

- a. Any public street;
- b. Any public parking lot or public area improved or unimproved.

12.24.050 - Violations. The first violation of this chapter shall be an infraction punishable by a fine not exceeding \$50.00. The second and each subsequent violation of this chapter within a one-year period, may be prosecuted as a misdemeanor, punishable by a fine not exceeding \$1,000.00 or by imprisonment in the county jail not to exceed six months, or by both such fine and imprisonment.

18.57.040 - Use or occupancy of mobile living units for living or sleeping.

It is unlawful for any person to occupy, for living or sleeping purposes, any mobile living unit upon any street, alley, road, highway, public parking lot, or upon any other parcel of publicly or privately owned real property, except as provided in this chapter.

18.57.070 - Punishment for violation. Violation of any of the provisions of this chapter shall constitute an infraction.

STAFF REPORT: The *Boise v. Martin* decision imposes several constraints on enforcing laws related to homelessness and homeless encampments. This decision limits the enforcement of ordinances that criminalize sleeping or camping in public places, creating challenges for maintaining order and sanitation in public spaces.

Before enforcing certain laws, it is now essential to demonstrate the availability of adequate shelter

options for homeless individuals. This must be real-time availability with no connection to faith-based services or meetings. Aggressive enforcement of laws that conflict with the Boise decision can expose law enforcement agencies and cities to legal challenges and financial liabilities. Several cities in CA have had judgements against them for hundreds of thousands of dollars for violations or actions made outside of the parameters outlined by this decision.

The decision underscores the importance of collaboration between law enforcement, local government, and social service organizations to develop comprehensive solutions for homelessness. To effectively enforce laws related to homelessness while adhering to the constraints of the Boise v. Martin decision, the following recommendations are proposed:

- We must ensure our existing local ordinances are enforced in conjunction with the Boise decision so we are not criminalizing basic life-sustaining activities if no shelter alternatives are available.
- Improving accessibility to shelters for homeless individuals will assist with both assisting our homeless in need of help and with enforcing laws related to illegal camping etc. Currently, we are only able to refer an individual to Shelter Solano during business hours Monday through Friday. Shelter Solano is aware this is problematic and has agreed to look at expanding their hours of intake.
- We must also prioritize community outreach and engagement programs that connect homeless individuals with social services, mental health resources, and addiction treatment options. One way SCPD has done this in the past is by supporting Homeless Resource Pop-Up days. However, this takes a significant amount of planning and staff time during the events. Due to the limited resources at the PD, these events are not held consistently. Additionally, homeless outreach and enforcement of related laws are not done consistently due to staffing constraints. SCPD does not have dedicated staff working with the homeless. Many other surrounding agencies have several staff in PD and Public Works dedicated to working with the homeless and addressing community concerns. Some of these cities even spend over a million dollars a year in just salaries alone for staff assigned to work solely with the homeless.
- The Boise v. Martin decision presents challenges to the enforcement of laws related to homelessness, necessitating a balanced approach that respects the rights of homeless individuals while maintaining public order. The police department and City of Suisun cannot navigate these constraints alone. Effective collaboration between law enforcement, local government, and community organizations is crucial in achieving lasting solutions, absent a reversal of the Boise v Martin Decision by the United States Supreme Court.

STAFF RECOMMENDATION: None.

DOCUMENTS ATTACHED:

1. PowerPoint Presentation.

PREPARED BY:

Bianca Vasquez, Admin Assistant

REVIEWED BY:



Greg Folsom, City Manager

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1. [PowerPoint Presentation.pdf](#)





Suisun City Police Department

Homelessness & Enforcement

September 5, 2023

1



Homelessness Enforcement

- City adopted no camping ordinances and no camping paraphernalia ordinances.
- SCPD Officers enforce camping and camping paraphernalia ordinances via administrative citations within the confines of the Boise v. Martin Decision.
- City Sponsored shelter beds
- SCPD partnered with Suisun City Public Works to form an Encampment Management Team.

2



Existing Ordinances

- **12.24.030 - Unlawful camping.** It is unlawful for any person to camp, occupy camp facilities or use camp paraphernalia in the following areas, except as otherwise provided:
 - A. Any public street;
 - B. Any public parking lot or public area, improved or unimproved.
- **18.57.040 - Use or occupancy of mobile living units for living or sleeping.** It is unlawful for any person to occupy, for living or sleeping purposes, any mobile living unit upon any street, alley, road, highway, public parking lot, or upon any other parcel of publicly or privately owned real property, except as provided in this chapter.
 - Both infractions with minimal fines associated for first offense*

3



Existing State Law

602 CA Penal Code: Except as provided in subdivisions (u), (v), and (x), and Section 602.8, every person who willfully commits a trespass by any of the following acts is guilty of a misdemeanor:

(l) Entering any lands under cultivation or enclosed by fence, belonging to, or occupied by, another, or entering upon uncultivated or unenclosed lands where signs forbidding trespass are displayed at intervals not less than three to the mile along all exterior boundaries and at all roads and trails entering the lands without the written permission of the owner of the land, the owner's agent, or the person in lawful possession, and any of the following:

- (1) Refusing or failing to leave the lands immediately upon being requested by the owner of the land, the owner's agent, or by the person in lawful possession to leave the lands.
- (2) Tearing down, mutilating, or destroying any sign, signboard, or notice forbidding trespass or hunting on the lands.
- (3) Removing, injuring, unlocking, or tampering with any lock on any gate on or leading into the lands.
- (4) Discharging any firearm.

Requires Citizen's Arrest*

4



Homelessness and Case Law Related to Enforcement

- *Jones v. Los Angeles (2007)*
 - "The Eighth Amendment prohibits the City from punishing involuntary sitting, lying, or sleeping on public sidewalks that is an unavoidable consequence of being human and homeless without shelter in the City of Los Angeles," Judge Wardlaw
- *Mitchell v. Los Angeles (March 2019)*
 - *City of Los Angeles City Council approves payment of \$645,000 for the destruction of homeless persons' property by the sanitation department in 2016.*
- *Martin v. Boise (September 2019)*
 - *9th Circuit Federal Court of Appeals rules; Enforcement of Camping Ordinances is unconstitutional. Effectively outlawing camping ordinances. City of Boise asks Supreme Court of the United States to hear the case.*

5



Summary of Boise v. Martin

Boise
v.
Martin

Boise v. Martin is a landmark legal case that resulted in a significant decision by the Ninth Circuit Court of Appeals in 2018. The case addressed laws that criminalized sleeping or camping in public places, particularly for homeless individuals. The court ruled that punishing individuals for engaging in basic life-sustaining activities in public spaces, such as sleeping, when no alternative shelter was available, amounted to cruel and unusual punishment, violating the Eighth Amendment of the United States Constitution. This decision had a profound impact on the enforcement of laws related to homelessness and established constraints on municipalities' ability to address the issues resulting from encampments.

6



Suisun City PD's Current Homeless Response

- The Police Department or City receive a complaint of a homeless camp, or an employee observes a homeless camp.
- The homeless camp is determined to be on public property or private property.

7



Suisun City PD's Current Homeless Response

- If the camp is on private property
 - Property owner contacted
 - Trespass authorizations signed and filed
 - Persons living on private lands, can be removed at the request of the landowner (602PC – Trespassing)
 - Vehicles and property left abandoned on private property can be removed by the landowner

8



Suisun City PD's Current Homeless Response

- If the camp is on public property:
 - Camp is added to a list of camps that have been referred
 - Suisun City Police work with our local non-profit agencies, as well as make referrals to our sponsored shelter beds at Shelter Solano
 - Public works and the police department collaborate on clean up efforts, based on needs and available resources
 - Some Public Properties are not under the purview of Suisun City: Grizzly Island Trail, Railroad Properties, Caltrans Properties

9



Future Actions:

- Continue addressing encampments from patrol when able.
- Continue partnering to hold Homeless Resource Pop Up days.
- Monitor other cities as they address homelessness and avoid civil litigation.

10



Questions?

AGENDA TRANSMITTAL

MEETING DATE: September 5, 2023

CITY AGENDA ITEM: Discussion and Direction for Issuance of a Request for Proposal (RFP) for City Attorney Services.

FISCAL IMPACT: There would be no direct impact to the General Fund from this action unless Council directs the use of a third party to manage a potential RFP or Recruitment process.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: Aleshire & Wynder, LLP (A&W) has been the firm representing Suisun City as City Attorney since 2009. A&W was selected after a Request for Proposal (RFP) process.

The job of the City Attorney is to advise city officials in all legal matters. The City Attorney's Office handles a multitude of types of issues because the management of a city is very complex. Some examples of matters handled by the City Attorney's Office include:

1. Legal Advice: The city attorney advises the city's elected officials, administrative staff, and various departments on legal matters. This may include interpreting local, state, and federal laws, regulations, and ordinances to ensure the city's actions and policies are in compliance with the law.
2. Drafting and Reviewing Documents: The city attorney is responsible for drafting and reviewing legal documents, such as contracts, ordinances, resolutions, and other legal agreements entered into by the city.
3. Litigation: If the city becomes involved in legal disputes, the city attorney represents the city's interests in court. This may include defending the city against lawsuits or initiating legal actions on behalf of the city.
4. Code Enforcement: The city attorney may be involved in enforcing local codes and ordinances. This could involve prosecuting violations and working with other city officials, such as code enforcement officers, public nuisance abatement, and seeking appointment of a receiver.
5. Land Use and Zoning: City attorneys often play a role in land use and zoning matters. They may advise on zoning regulations, participate in planning and zoning meetings, help with California Environmental Quality Act (CEQA) compliance, and help draft zoning ordinances, including navigating the ever increasing laws that seek to remove roadblocks to the construction of housing.
6. Public Meetings: The city attorney may attend city council meetings and other public meetings to provide legal guidance and ensure compliance with open meeting laws.
7. Employment Law: City attorneys may handle employment-related legal matters, such as advising on labor laws, labor negotiations, employee contracts, and handling employment disputes.
8. Public Records and Open Government: They may be responsible for ensuring compliance with public records laws and open government requirements, including providing access to public records and responding to public records requests, including managing redactions, as necessary.
9. Ethics and Conflict of Interest: City attorneys often advise on ethical matters and potential conflicts of interest for city officials and employees.
10. Legislation: In some cases, city attorneys may assist in the drafting and review of proposed

legislation or ballot measures and work with elected officials on policy matters.

11. **Criminal Procedure Law:** City attorneys must respond to Pitchess motions. A Pitchess motion is a legal motion used in criminal cases in California to discover and obtain certain confidential personnel records of law enforcement officers involved in a case. The response to a Pitchess motion by the city attorney involves managing the disclosure or non-disclosure of relevant personnel records.

The City Attorney's Office is a necessary part of providing good governance for the city. The hiring of the City Attorney, or a City Attorney firm, is completely within the purview of the City Council.

STAFF REPORT: In response to the directive issued on August 5, 2023, staff has undertaken an evaluation of potential approaches to providing City Attorney services. The objective was to identify viable models that align with our city's specific needs and priorities. This report outlines the findings of our research and presents the available options for your consideration.

Research and Survey Results

To develop a well-informed recommendation, staff engaged in a survey that included communication with other municipalities to understand their prevailing models for City Attorney services. This survey is included as Attachment 2. Additionally, we referenced the 2018 Solano County Grand Jury Report, which provided valuable insights into this matter (attached as "Attachment 1").

Options for City Attorney Services

The research identified three primary models for providing City Attorney services, each with its own merits and considerations:

1. **Contracted (Outsourced) City Attorney Firm:** This model involves partnering with an external law firm to deliver legal expertise. The firm designates a "City Attorney" and other "Deputy City Attorneys" with specialized areas of focus. Contracts are usually structured with a retainer for a specified number of hours at varying hourly rates.
2. **Full In-House City Attorney's Office:** Under this model, the city employs its own legal team, including a City Attorney and supporting staff. This approach ensures direct accessibility and institutional knowledge.
3. **Combination (Hybrid) Model:** The hybrid model integrates elements of both the in-house and outsourced models. It typically involves maintaining an in-house legal team while contracting specialized legal services for specific areas of law requiring expertise.

Factors Impacting Implementation

The decision to adopt a specific model hinges on factors unique to our city's context, including the complexity and frequency of legal matters. The size of the City Attorney's staff correlates with the scope of in-house legal services desired. Examples from comparable municipalities underscore the variability in staffing requirements:

1. Brentwood: Population 64,513; 6 FTE in City Attorney's Office.
2. Burlingame: Population 30,106; 3.5 FTE plus contract for specialty services.
3. San Luis Obispo: Population 47,545; 8 FTE in City Attorney's Office.
4. San Pablo: Population 36,000; 2 FTE in City Attorney's Office.

Cost Considerations

Estimating the cost of establishing an in-house City Attorney's Office is complex. The approximate

annual cost for an in-house City Attorney in Suisun City would likely range from \$350,000 to \$400,000, including benefits. Supporting staff such as a legal secretary or paralegal would require an additional \$100,000 to \$125,000. However, even with an in-house team, contracting for specialized services and litigation is often necessary.

Facility and Resource Requirements

Should the Council opt for in-house services, accommodating office space and resources would be imperative. Current space limitations at City Hall will likely necessitate the relocation of other departments to accommodate the City Attorney's Office.

Pros and Cons

An analysis of the pros and cons of both in-house and outsourced City Attorney services highlights distinct advantages and drawbacks for each approach.

Outsourced Attorney:

Pros:

- Offers third party perspective and impartiality
- Has access to expertise and knowledge of other municipalities, histories and responses
- Skilled in or has access to specialty areas such as water rights, land use, regulatory issues, and California Environmental Quality Act
- Can be cost effective as only services rendered are chargeable
- Clinical approach to risk management
- Is skilled at providing immediate cost effective answers
- As a consultant there are no employee benefits and terminating a contract usually involves no monetary penalties
- No additional overhead costs for office space or supplies
- Likely to be less expensive than In-House City Attorney

Cons:

- Every interaction is billable
- Higher variable costs, so the greater use of the attorney equates to higher monthly bills
- Attorney may or may not be local
- Cannot just walk over to talk to attorney
- Attorney may represent one or more other cities and may not be immediately available
- Less control over the assigned attorney

In-House Attorney:

Pros:

- Provides institutional knowledge, accessibility and continuity
- Has an intimate and expanding knowledge of the city, its employees and citizens/public
- Is readily accessible with no thought of an hourly fee
- Contributes leadership skills
- Can help the organization develop and manage future risk
- Has a unique opportunity to build community trust
- As a municipal employee has a set hour work day schedule which provides the budget with a fixed cost associated with salary and benefits

Cons:

- Much more difficult and costly to change attorneys
- High fixed costs restricts ability of city to cut costs by reducing use of attorneys
- City likely to need more staff than just one attorney
- In-house attorney will likely need a law library of some sort

- Currently no space at City Hall for a City Attorney's Office and staff without displacing another department
- In an increasingly complicated legal environment, a generalist has limits in specialty areas of the law, so City will still likely need to contract for specialized legal services and litigation at an unknown cost
- Potential lack of attorney services when employee is sick or on vacation, depending upon the number of attorneys or ability to use contract law firm
- Likely to be more expensive than outsourcing

Next Steps

Given the complexity of the matter and the unique circumstances of our city, the decision regarding the preferred model for City Attorney services necessitates careful deliberation. Staff seeks guidance from the City Council on the following aspects:

1. **Further Direction:** Which model does Council wish to pursue?
2. **Ad Hoc Committee:** Does the Council want to create an ad hoc or continue to give direction as a body?

STAFF RECOMMENDATION: It is recommended that the City Council discuss this topic and provide direction to staff.

DOCUMENTS ATTACHED:

1. Grand Jury Report, 2018
 2. Survey results
 3. City of Arcata RFP, 2023
 4. City of Watsonville RFP, 2021
 5. City of Placerville RFP, 2021
 6. City of St. Helena RFP, 2019
 7. City of Benicia RFP, 2018
 8. City of Clearlake RFP, 2014
 9. City of Suisun City RFP, 2009
 10. Aleshire & Wynder Contract, 2009
 11. Aleshire & Wynder Contract Amendment, 2022
 12. PowerPoint Presentation
-

PREPARED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1. [Grand Jury Report, 2018.pdf](#)
2. [Survey Results.pdf](#)
3. [City of Arcata RFP, 2023.pdf](#)
4. [City of Watsonville RFP, 2021.pdf](#)
5. [City of Placerville RFP, 2021.pdf](#)
6. [City of St. Helena RFP, 2019.pdf](#)
7. [City of Benicia RFP, 2018.pdf](#)
8. [City of Clearlake RFP, 2014.pdf](#)
9. [City of Suisun City RFP, 2009.pdf](#)

10. Aleshire & Wynder Contract, 2009.pdf
11. Aleshire & Wynder Contract Amendment, 2022.pdf
12. PowerPoint Presentation.pdf



SOLANO COUNTY GRAND JURY
2017-2018

FUNCTIONAL ANALYSIS
CITY ATTORNEY POSITION

Functional Analysis City Attorney Position

Solano County Grand Jury 2017-2018

I. SUMMARY

The 2017-2018 Solano County Grand Jury (SCGJ) conducted an informational investigation to examine the functions, duties and responsibilities of the city attorney's offices within the seven cities of Solano County. The scope focused on identifying the cities contracting (outsource) the service versus engaging an in-house attorney (city employee) and analyzing the cost effectiveness/benefit of both scenarios.

In the complicated and complex environment of local California governance, cities need proficient legal advisors. Whether contract or in-house, city attorneys are a necessary fixture. The Grand Jury's overview comparing an outsource model vs. an in-house city attorney found the cities have different approaches with significantly different financial impacts.

In Solano County, how a city chooses to organize its legal department, given the need for accessing highly specialized legal knowledge, varies. The decision often takes into account a community's size, financial position, history and the complexity of the issues it faces on a daily basis. Cost is a constant concern and cities must make the best cost effective decision for the city, not necessarily the cheapest. This analysis should be an ongoing process with periodic reviews undertaken to determine if an in-house, outsourced, or a combination (hybrid) system will be best suited for the city. The Grand Jury's research determined there is no real standard or one-size-fits all approach. All configurations have merits and drawbacks. Municipalities must decide on the options best suited for them.

Based on information gathered by the Grand Jury, it became apparent the cost for defending lawsuits varied depending upon the nature of the action filed against the city. Defense of these lawsuits may result in a major expense. Officials must feel confident the guidance/solution from their city attorney will be practical, resourceful and accomplish the city's goals and objectives. Internal oversight should determine the reason(s) why legal issues occur and conclude what action could have been taken to prevent them. Implementation of appropriate preventative controls and oversight can avoid costly legal actions going forward.

II. INTRODUCTION

The city attorney plays an important role in California and can be either appointed or elected. Government Code section 36505 allows city councils to appoint city attorneys. In most general law cities¹ the city council appoints the city attorney. Charter cities² can enact a provision in the

¹ A general law city is a municipality that is limited to governmental structures and powers specifically granted by state law.

charter requiring the appointment or election of the city attorney. There are only a few California cities that have an elected city attorney, none in Solano County.

The city attorney's office serves as the legal advisor and legal representative to the city council, city officials, departments and commissions in conducting city business. The office provides a wide assortment of services to the city, such as representing the city in litigation, preparing ordinances and resolutions, and reviewing and preparing contracts.

There are a number of approaches for providing legal services. They include contracting (outsource) the service, engaging an in-house attorney (city employee) or a hybrid where a single fulltime city attorney is hired to provide general legal services, oversee legal functions and outsource specialized expertise on an as needed basis.

III. METHODOLOGY

Techniques used in deriving facts included:

- Interviewed city representative(s) from:
 - Dixon, Fairfield, and Vallejo
- Reviewed *transparentcalifornia.com* for compensation figures (salary and benefits) for in-house City Attorneys for 2012-2016
- Reviewed city attorney's position descriptions and duties
- Reviewed Government Code:
 - sections 41801 - 41805
 - sections 34100 - 34102
 - §36505
- Examined all seven Solano County city websites for information regarding the City Attorney
- Examined listings of legal actions filed by or against the cities during Fiscal Year Ending (FYE) 2016-2017
- Examined all General Ledger income and expense detail reports for FYE 2016 and 2017 for all Solano County cities
- Analyzed grand total of expenditures for all legal related expenses across all funds, departments, and accounts from the seven cities

² In the United States, a charter city is a city in which the governing system is defined by the city's own charter document rather than by general law.

IV. STATEMENT OF FACTS

A. *City Attorneys in Solano County*

The City Attorney provides a vital function to all municipal departments. The function of a City Attorney's Office is to provide meaningful, ethical advice, effective legal representation, and other legal services in order to attain the City's goals without undue risk.

The role a city attorney plays in a city organization is impacted by whether the city attorney is a full-time employee with or without in-house staff, or a contract attorney from a law firm. In either case, city attorneys do not provide legal services to individual residents.

When it comes to city attorneys, the seven Solano County cities have different approaches for their legal departments/services with significantly different financial impacts. Cost is a constant concern when it comes to a city attorney's office. Benicia, Vacaville, and Vallejo have in-house legal departments where the City Attorney and staff are city employees. Generally, cities with larger populations or charters have a city attorney as a full-time employee, although small cities may also choose this relationship.

In these in-house arrangements, the city attorney may also have a deputy city attorney and in addition to paying employee salaries, the city provides benefits, an office, membership to professional associations, continuing legal education, supplies, staff and secretarial assistance. The size and makeup of these offices vary; the 2017 Full Time Equivalent (FTE) department staffing was 2.75 in Benicia, 4.0 in Vacaville, and 11.0 in Vallejo.

Cities that have in-house legal services have a fixed cost (a large portion of the cost is comprised of salary and benefits), while cities that opt for outside counsel have a variable cost. Fixed costs are due regardless of usage while variable costs are paid only when used. It is incumbent upon the cities to look at the demand for services to find the most suitable option.

The following table reflects a five-year comparison of in-house salary and benefits for the City Attorney position.

Table 1 – In-House City Attorney Salary & Benefits Data

City	FYE 2012	FYE 2013	FYE 2014	FYE 2015	FYE 2016
Benicia	\$266,830	\$254,451	\$265,266	\$265,266	\$292,170
Vacaville	\$283,313	\$302,756	\$326,567	\$351,581	\$398,747
Vallejo	\$244,413	\$303,772	\$322,749	\$372,157	\$367,117

Source: Transparentcalifornia.com website

The cities of Dixon, Fairfield, Rio Vista, and Suisun City contract (outsource) with a law firm for their legal services. An attorney from within the contracted firm is usually appointed by the city council to act in the role of City Attorney.

An outsourced city attorney/firm is an independent contractor, which means that the attorney/firm and the city enter into a professional services agreement. This agreement generally provides that the city attorney will provide services, as defined in the agreement, for a retainer. If a yearly retainer is not used, then the services are provided on an hourly fee basis.

A retainer generally provides for basic services such as attendance at city council and/or applicable meetings, phone call and email responses to city staff and elected officials' questions, drafting resolutions, ordinances and city contracts. A retainer can provide for a maximum number of service hours or unlimited service hours. If a maximum number of hours is provided for, then the city attorney is paid on a per hour basis once the maximum hours are reached each month.

The following table depicts the information provided to the Grand Jury in response to a Request for Information for the city's current contract/service agreement containing retainer and billing rate schedule.

Table 2 – Outsourced City Legal Services

City	Dixon	Fairfield	Rio Vista	Suisun City
Document Effective Date	8/12/15	7/1/17	3/7/11	6/2/09
Monthly Retainer Amount	\$15,000	\$46,800*	\$8,500	\$7,500
General/Basic Retainer Hours Covered Monthly	108	No limit	40	50
Excess Retainer Hourly Rate	Blended Rate for all legal professionals General/Basic \$150	N/A	\$215	Blended Rate for all legal professionals General/Basic \$150
Special Non-Basic Hourly Rate	Blended Rate for all legal professionals \$225	Shareholder/Sr Attorneys \$300-\$330 Associates \$195-\$235 Asst/Paralegal \$140-\$160	Shareholder/Of Counsel \$225-\$300 Principles \$210-\$250 Associate \$190-\$240 Paralegals \$90-\$125 Doc/Law Clerk \$85-\$110	Blended Rate for all legal professionals \$200

* Fairfield – Document provided an annual retainer rate for all general services of \$561,600. Monthly figure listed is 1/12 of annual amount.

B. The City Attorney Comparison Tables and Charts

Municipal Law is the area of law specific to the function of a city or county and their governmental bodies. Illustrated in the following condensed table are some of the duties and responsibilities of a city attorney. This is not an all-inclusive list. It is used only to demonstrate the complexities facing city attorney offices and gathered by perusing city websites and responses to informational requests; an empty box does not necessarily mean the function is not performed, rather than it was not listed.

Table 3 – City Attorney Duties List

DUTIES	I-BENICIA	O-DIXON	O-FAIRFIELD	O-RIO VISTA	O-SUNSHINE CITY	I-VACAVILLE	I-VALLEJO
I = In-House City Attorney							
O = Out-Sourced City Attorney							
Legal Services, Litigation, Risk, and Administrative							
-sets liability claims, insurance and indemnification standards	X			X	X	X	X
-reviews insurance and contracts for compliance	X				X	X	X
-reviews claims and potential claims mitigating damages to improve conditions	X				X	X	X
-advice on topics (water, wastewater, police, fire, parks, special districts, community services & legislation affecting the city)	X	X	X	X	X	X	X
-prepares/reviews agreements, letters, documents, ordinances, deeds, pleadings & resolutions	X	X	X	X	X	X	X
-performs legal research	X	X	X	X	X	X	X
-maintain administrative policies & procedures in the legal dept.	X			X	X	X	X
-prepares election documents	X					X	
-supervise/review work of legal & clerical support staff, and dept. budget	X					X	X
-support and advise city manager, committees, city council, commissions, boards, Human Resources, and staff	X	X	X	X	X	X	X
-attend regular meetings of the City Council or City Manager	X	X		X	X	X	X
-ex-officio (prosecuting attorney) and prosecuting criminal violations against city	X				X	X	X
-litigating appeal or petition for extraordinary relief to courts of appellate jurisdiction		X	X				X
-coordinates special legal counsel, appraisers, engineers, technical and expert services for civil litigation/proceedings	X	X		X	X	X	X
-attendance at planning commission and other committees created by city council				X	X	X	X
-handle real estate transactions, acquisitions, sale and lease review/negotiations				X	X	X	
-research and services related to wetlands regulatory issues				X	X		
-public finance and bond issues				X	X	X	

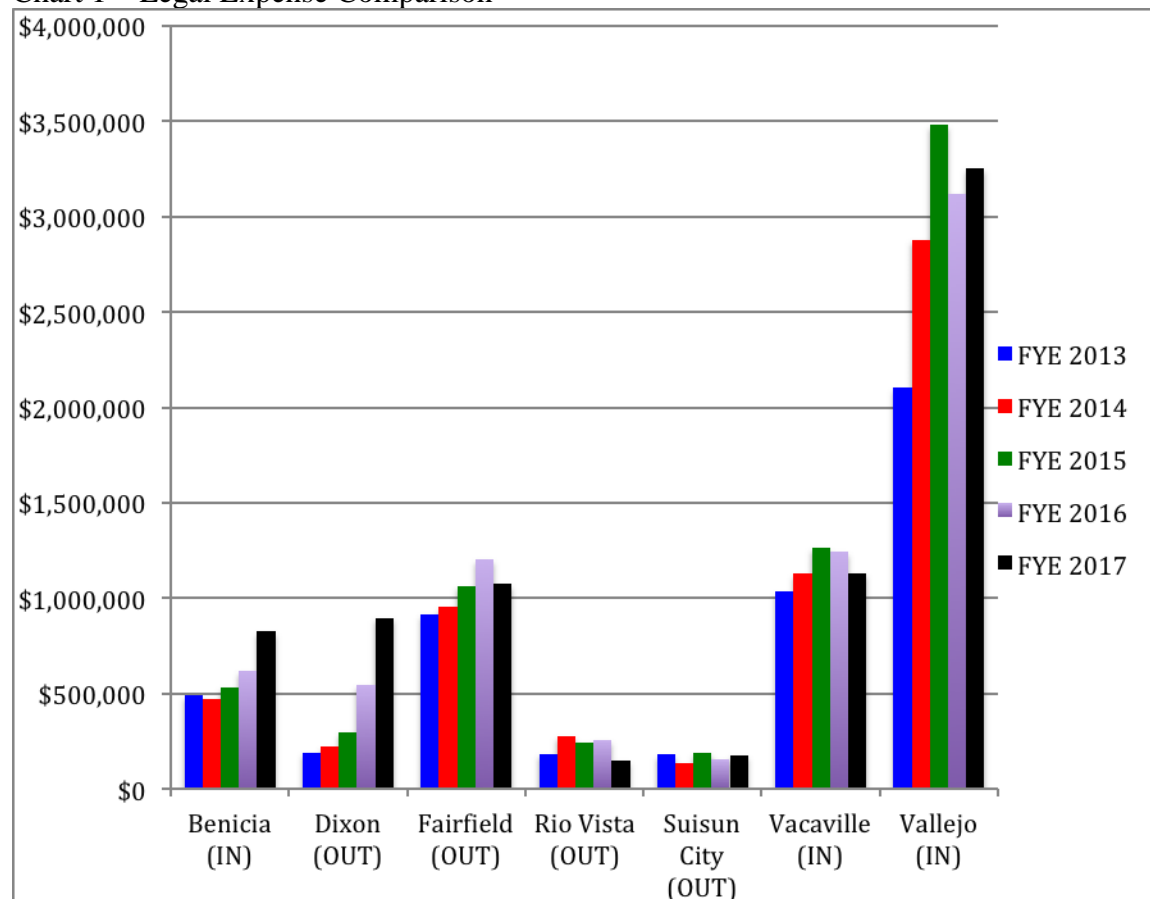
The following table specifies which cities have in-house or outsourced City Attorneys. It also provides a five-year comparison of total reported legal expenditures by city. The figures do not include lawsuit settlement agreements paid out by an insurance provider. Settlements can stem from litigation involving police activity, human resources (personnel) issues, land use, etc.

Table 4 – Total Legal Expense Data

		Total of Expenditures for all legal related expenses across all funds, departments, and accounts.				
City	Type	FYE 2013	FYE 2014	FYE 2015	FYE 2016	FYE 2017
Benicia	In-House	\$490,862	\$474,826	\$535,463	\$617,363	\$824,962
Dixon	Outsourced	\$191,886	\$221,586	\$298,301	\$543,236	\$898,019
Fairfield	Outsourced	\$916,382	\$953,801	\$1,065,800	\$1,200,528	\$1,073,526
Rio Vista	Outsourced	\$185,153	\$277,681	\$243,376	\$251,227	\$147,857
Suisun City	Outsourced	\$180,456	\$134,445	\$190,260	\$152,166	\$177,147
Vacaville	In-House	\$1,033,799	\$1,128,506	\$1,263,868	\$1,242,453	\$1,132,771
Vallejo	In-House	\$2,103,385	\$2,878,304	\$3,481,885	\$3,114,059	\$3,255,821

The following legal expense bar chart is a depiction of the data listed in Table 4 showing the annual fluctuations within the cities.

Chart 1 – Legal Expense Comparison



The following table presents a quantitative comparison of the legal costs based on population.

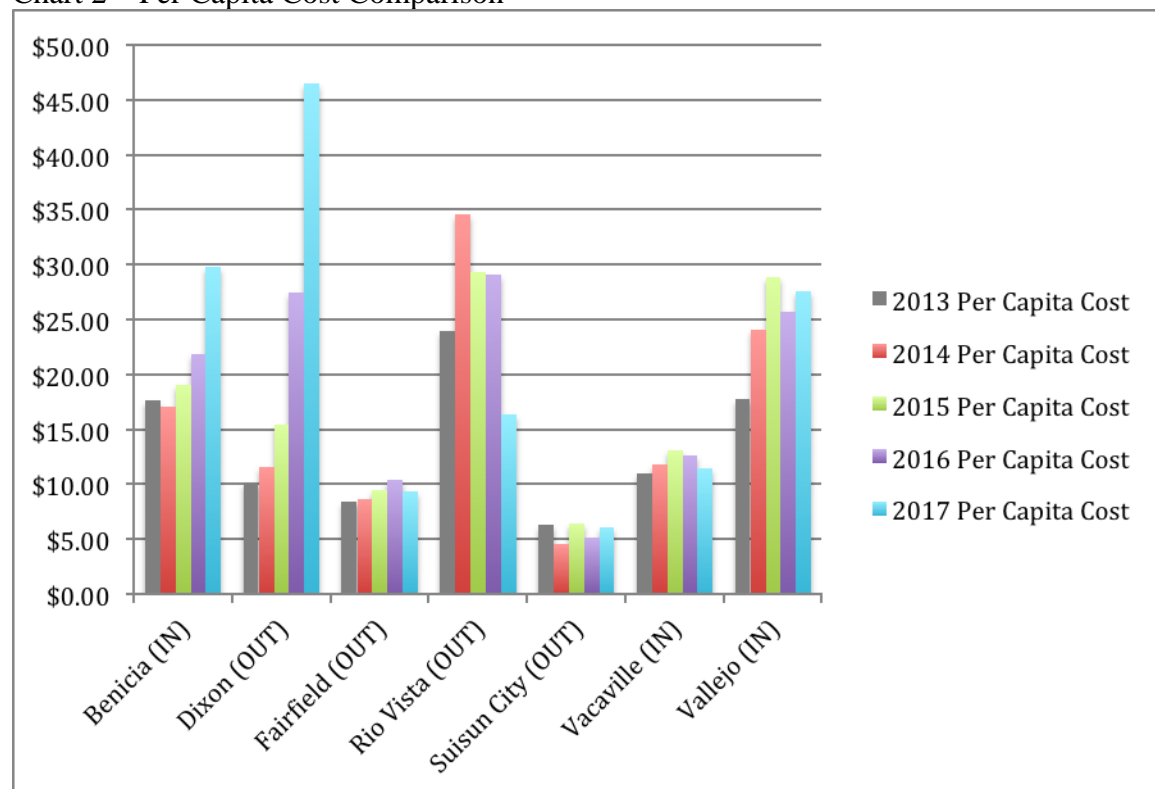
Table 5 – Population and Per Capita Cost Data³

City	2013 Pop.	2013 Per Capita Cost	2014 Pop.	2014 Per Capita Cost	2015 Pop.	2015 Per Capita Cost	2016 Pop.	2016 Per Capita Cost	2017 Pop.	2017 Per Capita Cost
Benicia	27,864	\$17.62	27,831	\$17.06	28,053	\$19.09	28,174	\$21.91	27,695	\$29.79
Dixon	18,917	\$10.14	19,094	\$11.61	19,309	\$15.45	19,806	\$27.43	19,298	\$46.53
Fairfield	109,127	\$8.40	110,792	\$8.61	112,518	\$9.47	114,756	\$10.46	114,157	\$9.40
Rio Vista	7,727	\$23.96	8,027	\$34.59	8,313	\$29.28	8,641	\$29.07	9,019	\$16.39
Suisun City	28,732	\$6.28	29,147	\$4.61	29,366	\$6.48	29,505	\$5.16	29,295	\$6.05
Vacaville	94,090	\$10.99	95,519	\$11.81	96,419	\$13.11	98,303	\$12.64	98,456	\$11.51
Vallejo	118,669	\$17.72	119,802	\$24.03	120,759	\$28.83	121,299	\$25.67	118,280	\$27.53

* Annual population for 2017 was obtained from the County of Solano FY2017/18 Recommended Budget. The remaining years were obtained from an Internet search by city. Listed sources included: United States Census Bureau.

The following per capita bar chart is a depiction of the data listed in Table 5 showing annual city fluctuations

Chart 2 – Per Capita Cost Comparison



³ Per capita is a Latin term that translates into "by head," basically meaning "average per person." Per capita can take the place of saying "per person" in any number of statistical observances. Per capita data is often used to make economic data comparable across entities of different sizes. Where absolute data is not comparable, per capita data can be used, as it is independent of city size.

COMMENTS

The following is a list of selected attributes of In-house and Outsourced City Attorneys.

<u>In-house Attorney</u>	<u>Outsourced Attorney</u>
<ul style="list-style-type: none">• provides institutional knowledge⁴, accessibility and continuity• has an intimate and expanding knowledge of the city, its employees and citizens/public• is readily accessible with no thought of an hourly fee• contributes leadership skills• can help the organization develop and manage future risk• has a unique opportunity to build community trust• as a municipal employee has a set hour work day schedule which provides the budget with a fixed cost associated with salary and benefits• in an increasingly complicated legal environment, a generalist has limits in specialty areas of the law	<ul style="list-style-type: none">• offers third party perspective and impartiality• has access to expertise and knowledge of other municipalities, histories and responses• skilled in or has access to specialty areas such as water rights, land use, regulatory issues, and California Environmental Quality Act• can be cost effective as only services rendered are chargeable• clinical approach to risk management• is skilled at providing immediate cost effective answers• as a consultant there are no employee benefits and terminating a contract usually involves no monetary penalties

This list provides a cautionary tale that when a city is analyzing the system that is appropriate for its method of governance, it must understand that both in-house and outsourced legal counsel provide value with merits and drawbacks of their own.

COURTESY COPIES

City of Benicia Mayor
City of Dixon Mayor
City of Fairfield Mayor
City of Rio Vista Mayor
City of Suisun City Mayor
City of Vacaville Mayor
City of Vallejo Mayor

⁴ Institutional knowledge is gained by organizations translating historical data into useful knowledge and wisdom.

City Manager of Benicia
City Manager of Dixon
City Manager of Fairfield
City Manager of Rio Vista
City Manager of Suisun City
City Manager of Vacaville
City Manager of Vallejo

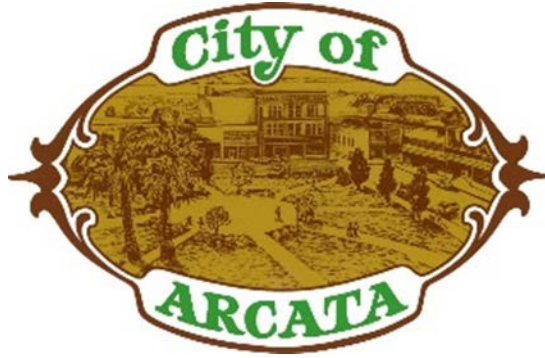
This is an informational report. No response is required

City	City Population	In-house City Attorney - Y or N	If Contract City Attorney - Provide Firm
Alameda	78,000	Y - 21 FTE: 1 City Attorney 1 Chief Assistant City Attorney 1 Director of Rent Program 1 Police Auditor 1 Chief Planning Council 4 Assistant City Attorney II 1 Assistant City Attorney I 1 Deputy City Attorney I 3 Paralegal 3 Housing Specialist II 1 Account Clerk 1 Management Analyst 1 Admin Management Analyst 1 Administrative Services Coordinator	
Albany			
Arcata	17,000	N	Nancy Diamond Law. She is retiring and we are in the process of hiring another firm and should have that decided within next 2 weeks
Atherton			
Auburn	14,000	N	Colantuono, Highsmith & Whatley, PC
Belmont			
Benicia	27,000	N	Burke Williams
Brentwood	64,513	Y - 6 FTE 1 City Attorney 1 Dep CA 2 Asst CA 1 Exec Asst 1 Admin Secretary	
Brisbane			
Burlingame	30,106	Y - 3.5 FTE 1 City Attorney 1-Assistant CA 1-Code Enforcement/Sr. Risk Analyst 1/2 shared Exec Asst.	Contract for speciality services i.e. some litigation and personnel
Capitola			
Ceres	49282	N	White Brenner
Chico			
Carmel-by-the-Sea	4	N	Burke , Williams & Sorensen
Citrus Heights			
City of Half Moon Bay	11,500	N	Shute, Mihaly & Weinberger LLP
City of King			
City of Suisun City			
Clayton			
Clearlake	17,000	N	Jones and Mayer
Concord	124,000	Y - 5 FTE 1 City Attorney 1 Asst. City Attorney 2 Senior Assistant City Attorneys 1 Executive Legal Secretary	
Daly City			
Danville			
Davis			
Dixon	19,000	No	Whitebrenner https://whitebrennerllp.com/
Dublin	80,000	No	Meyer's Nave
East Palo Alto			
El Cerrito			
Elk Grove			
Fairfield	120,000	N	Richard Watson and Gershon

City	City Population	In-house City Attorney - Y or N	If Contract City Attorney - Provide Firm
Folsom	83,269	Yes - 4 FTE 1 City Attorney 1 Asst. City Attorney 1 Legal Analyst 1 Legal Secretary	Outside Counsel on some cases - BBK Law
Foster City			
Fremont			
Galt	26,000	No however Executive Assistant to CM and Assistant City Clerk support Inteim City Attorney	BB&K
Gilroy			
Gustine	6,000	No	Best Best & Krieger
Healdsburg	12,000	N	Burke , Williams & Sorensen
Lakeport			
Lodi			
Los Altos			
Los Altos Hills			
Los Gatos	32,500	Yes - 2 FTE 1 Town Attorney 1 Administrative Technician	
Mammoth Lakes			
Manteca			
Marina			
Martinez			
Menlo Park			
Merced			
Millbrae	22,487	N	Hansn Bridgett
Milpitas			
Modesto			
Monterey			
Morgan Hill			
Mountain View			
Napa	79,000	Y - 5 FTE 1 City Attorney 1 Asst City Attorney 1 Deputy City Attorney 1 Legal Analyst 1 Legal Assistant	
Novato	50,000	N	Colantuono, Highsmith & Whatley, PC
Oakland			
Oakley	45000	No	Cole Huber LLP
Orinda	19,500	No	Shute, Mihaly & Weinberger
Pacific Grove			
Pacifica			
Palo Alto	66,700	Yes	Some outside specialty Counsel (Employment)
Petaluma			
Piedmont	1,000	No	Burke, Williams & Sorenson
Pinole			
Pittsburg			
Pleasant Hill	36000	No	BBK
Pleasanton			
Rancho Cordova	80,000	N	Meyers Nave
Redding			

City	City Population	In-house City Attorney - Y or N	If Contract City Attorney - Provide Firm
Redwood City	81,643	Y - 6 FTE 1-City Attorney 1-Sr Assistant City Attorney 2-Dep City Attorney 1-Adm Assistant 1-Adm Secretary	Contract with BBK, LCW for additonal legal support.
Richmond			
Rocklin			
Rohnert Park	44,547.00	N	Burke, Williams & Sorenson
Roseville			
Sacramento	533,321	Y - 62 FTE	
Salinas	163,500	Y - 6 FTE 1 City Attorney 3 Assistant City Attorney 1 Office Tech 1 Legal Sec-Risk Tech	
San Bruno			
San Carlos			
San Jose			
San Leandro			
San Luis Obispo	47,545	Yes - 8 FTE 1 City Attorney 1 Assistant City Attorney 1 Deputy City Attorney 1 temporary Assistant City Attorney 1 Analyst 1 Paralegal 2 Legal Assistants	
San Mateo	104,000	Y - 5 FTE 1 City Attorney 3 Assist City Attornies 1 Exec Sec to City Attorney	
San Pablo	36,000	Y - 2 FTE 1 City Attorney 1 Paralegal II	
San Rafael	61,000	Y - 3.5 FTE 1 Elected City Attorney (part-time) who is not on-site, but attends all Council Meetings, court dates, etc. 1 FT on-site Assistant City Attorney 1 Deputy City Attorney 1 Legal Assistant	
San Ramon	83,820	Y - 4 FTE 1 City Attorney 1 Asst. City Attorney 1 Paralegal 1 Contracts Coordinator	Y - City contracts with Liebert, Cassidy, & Whitmore for personnel matters
Santa Clara			
Santa Cruz			
Santa Rosa			
Saratoga			
Seaside			
South Lake Tahoe			
South San Francisco			
St. Helena			

City	City Population	In-house City Attorney - Y or N	If Contract City Attorney - Provide Firm
Sunnyvale	156,317	Yes - 7 FTE 1 City Attorney 2 Senior Assistant CA 2 Assistant CA 1 Paralegal/Senior Legal Asst 1 Legal Asst	Receive litigation support from a variety of firms (incl. LCW, BBK, Fox)
Town of Hillsborough			
Town of Los Gatos			
Town of Yountville	3,400		Colantuono, Highsmith & Whatley
Tracy	96,000	Y - 3 FTE 1 Assistant 1 Deputy 1 Legal Secretary	Contract for specialty services and litigation
Truckee			
Ukiah			
Union City			
Vacaville	100,000	Y - 7 FTE 1 CA 2 Assistants 2 Deputy 2 Support Staff	
Vallejo			
Visalia	140,000	No	1) Peltzer & Richardson; 2) Herr, Pederson & Berglund for litigation and employment
Walnut Creek	68,695	Y - hybrid model. 1. Asst City Attorney	Meyers Nave
Watsonville	52,000	No	Burke, Williams & Sorensen, LLP
West Sacramento	54,000		Kronic, Moskovitz, Tiedemann & Girard
Woodland			
Woodside			



REQUEST FOR PROPOSALS (RFP)

City Attorney Services for the City of Arcata

Date Released: March 27, 2023

PROPOSALS SUBMITTAL DEADLINE:

April 27, 2023 at 4:00 p.m.

**The City of Arcata
736 F Street
Arcata, CA 95521**

General Information

The City Council of the City of Arcata (“City”) is seeking proposals from interested and qualified contract attorneys and legal firms to provide legal services and serve as primary attorney for the City. The City Attorney is appointed by and serves at the pleasure of the City Council, and works closely with the Council, City Manager, and, at the City Manager's direction, other City staff. The City Attorney is not a City employee and is not entitled to the benefits of a City employee; the position is strictly on a contractual basis. The City reserves the right to retain or employ other attorneys or special counsel as may be needed, in its sole judgement, to take charge of any litigation or legal matters to assist the City.

The City invites interested law firms and individuals with a minimum of five (5) years of municipal law experience representing general law cities to submit a written proposal to provide City Attorney services. The City seeks a City Attorney who will provide clear, understandable, and independent legal advice. The firm/individual must be qualified to provide expertise in the area of general municipal law, including for example planning, zoning, environmental review, construction, municipal finance, the Public Records Act, Brown Act, ethics, conflict of interest laws, litigation, municipal employment law, and labor relations statutes.

Through this Request for Proposals (RFP), the City intends to enter into a professional services agreement for an initial one-year agreement, with the option for the City to renew the agreement for four successive one-year terms. The City expects the contracted services to average 40-60 hours per month.

Background

Arcata rests on the ancestral lands of the Wiyot peoples. The City became incorporated as the “Town of Union,” was shortly after renamed “Arcata” in 1860, and reincorporated as a General Law city in 1903. By 2023, the City of Arcata has grown to an estimated population of approximately 19,800 residents. Arcata developed the unique modern character we enjoy today by integrating its diversified and abundant natural, human and economic resources within the region. The region boasts the highest non-profit organizations per capita statewide. The City is committed to eliminating racial disparities in partnership with Cal Poly Humboldt University and the business community.

Arcata is a general law city which operates under the Council-Manager form of government, with five councilmembers. Councilmembers are elected to four-year overlapping terms on an at-large basis; the Mayor typically rotates annually so each councilmember has an opportunity to serve as Mayor. The City Council is the legislative body responsible for overall policy development and direction of the City. In addition, the City has a variety of resident committees, boards, and commissions that provide input and help conduct City business.

The City provides an extensive array of services including a police department, a small public transit operation, recreation programs, facility rentals, planning services, building permits, housing programs, economic development, water distribution, wastewater collection and treatment, maintenance of stormwater systems and public rights-of-way, a municipal community forest that includes timber harvest operations, many parks and an extensive trail system as well as all of the traditional internal management support functions. Several of these operations function as enterprises within the City organization. The City has a current annual operating and capital budget of approximately \$30 million, and a regular staff of approximately 130 full-time equivalent employees.

The City belongs to a risk management pool (CIRA: California Intergovernmental Risk Authority), which provides legal assistance with workers compensation, general liability and property claims. Normally, the City Attorney is not expected to represent the City in matters covered by the joint risk pool.

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Proposal Submittal

One (1) electronic copy of the Proposal shall be submitted in PDF format, using one of the following two methods:

- 1) Proposals may be submitted on either a USB drive or compact disc within a sealed envelope with the proposer's name and labeled "**Arcata City Attorney Services Proposal,**" delivered to:

*City Manager's Office
Attn: Contracts and Special Projects Manager
736 F Street
Arcata, CA 95521*

- 2) Proposals may be submitted via email attachment with "**Arcata City Attorney Services Proposal**" in the Subject line, delivered to: dallred@cityofarcata.org. Proposals successfully submitted via email will receive a "Reply" email stating that the proposal has been received. It is the proposer's responsibility to ensure the proposal is successfully received before the deadline. Applicants may call (707) 825-2101 to confirm/follow-up on receipt of their proposal.

Cost proposals shall be submitted in a separately sealed envelope or separate email attachment labeled with "**Arcata City Attorney Services COST PROPOSAL.**" Cost proposals will be opened before selecting the City Attorney, but after the qualifications and experience of each proposer are assessed and ranked. The City may accept the selected proposer's cost proposal or negotiate with the most qualified, responsive proposer. If negotiations are unsuccessful, the City may enter negotiations with the next most qualified proposer.

City of Arcata Zero Waste Action Plan

Proposals shall be prepared double-sided. Proposals shall not include plastic binding or plastic covers.

Withdrawal of Proposal

Any proposal may be withdrawn at any time prior to the date and time fixed for the opening of the proposals by submitting a written request to the Arcata City Manager. The request shall be signed by an individual authorized to bind the respondent.

Proposals and Public Records

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful respondent, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof. All proposals, shall become the property of the City of Arcata.

Inquiries

Questions regarding this RFP should be submitted **in writing** to:

*Danielle Allred, Contracts and Special Projects Manager
City of Arcata, 736 F Street, Arcata, CA 95521
Email: dallred@cityofarcata.org*

Respondents are directed not to contact other City staff or City Council in conjunction with this request. All queries must be submitted in writing.

Substantive requests for information received may be responded to in writing by the City in the form of an addendum to this RFP and sent to all RFP recipients.

Addenda

It shall be the respondent's responsibility to check the City of Arcata's website to obtain any addenda that may be issued for the RFP. Addenda should be acknowledged in the Transmittal Letter.

Selection Schedule

City Release RFP	March 27, 2023
Proposal Deadline	4:00 p.m. Thursday, April 27, 2023
Evaluation and Review	Early May 2023
Interviews	Mid-May 2023
Anticipated Contract Award	June 7, 2023

Project Introduction

This opportunity arose when the outgoing City Attorney who served the City for over 25 years announced her intent to retire from the City. As City Attorney, the selected individual or law firm will be expected to provide a wide range of legal services to the City. The City Attorney works closely with the City Manager, Department Directors, and other staff. The City Attorney's primary role is to provide expert legal advice to the City Council, City Manager, and Department Directors. The City Attorney is expected to establish, develop, and maintain a good working relationship with the City Manager. The City Council believes this

is crucial to the success of the City. The selected City Attorney shall perform the tasks specified in this RFP and others, as needed and directed by the City Manager and/or City Council.

The City utilizes the Microsoft Office suite of software. Compatibility with Microsoft Word and Excel is required. It is also a requirement that the City Attorney maintain internet services such that e-mail and digital files can be transmitted between staff and the City Attorney electronically.

Scope of Services

The general responsibilities of the City Attorney include, but are not limited to, the following:

1. Provide clear, concise legal advice and consultation, as requested by members of the City Council, the City Manager and staff; contacts are usually made via telephone and e-mail, and response is generally expected within the week.
2. Attend City Council meetings, as requested (depending on legal concerns on agenda items) and be prepared to advise the City Council on matters on the agenda as well as procedural or substantive issues that arise during the meeting. Attendance at City Council subcommittee meetings, joint meetings with other committee chairs, and Planning Commission meetings may be requested from time to time.
3. Provide guidance concerning requirements of the Brown Act, Conflicts of Interest, the Political Reform Act, the Public Records Act, California Environmental Quality Act (CEQA), civil and criminal enforcement, due process and other legal requirements imposed by statute and common law, as well as a working knowledge of municipal employment practice, labor relations statutes and public administration.
4. Prepare, review, revise, and approve as to form documents as requested, including but not limited to ordinances, resolutions, staff reports for City Council meetings, contracts, agreements, leases, deeds, and other documents prepared by City staff with legal considerations.
5. Review and provide guidance on proposed updates to the City's Municipal Code and Zoning Code, including updates required by state and federal housing legislation.
6. Review and provide advice as needed on CEQA process and documents, and on land use decisions including appeals, public improvements, easements, dedications, rights-of-way, and other related documents.
7. Advise the City regarding taxes, assessments, fees, Proposition 218, debt issuances, and other tax related matters.
8. Represent the City in litigation for actions and other proceedings brought against City, its elected officials, appointed officers and agents, and keep the City Council and City Manager regularly apprised of litigation developments.
9. Upon request by the City Manager or City Council, the City Attorney may be involved with outside expert legal counsel in matters related to employment law, workers' compensation, labor

negotiations, bond counsel, government tort claims filed against the City and general liability litigation covered by the City's Joint Powers Insurance Association (JPIA) pool providers.

10. The City may propose additional tasks as deemed necessary to complete the assignment. Any additional work shall be compensated, as agreed upon in the Legal Services Agreement between the successful firm and the City.

Responding applicants shall furnish verifiable evidence that the individual or the firm and their personnel meet the following qualifications:

- A. Individual seeking to be appointed as City Attorney (Applicant) must be a licensed and active member of the California State Bar.
- B. Applicants must provide five appropriate references, at least three (3) of which should be from public entities, that may be contacted by the City for background information and qualification.

Further, it is desirable that the City Attorney have experience, knowledge, skills and ability in the following areas:

- i. Designing, drafting updating and interpreting Municipal Code sections and regulations.
- ii. Experience with and knowledge of the law governing a General Law city in California, including but not limited to, labor/employment training and personnel investigations, workers compensation, and disability issues/ADA/FEHA, as well as administrative law including, but not limited to, the Brown Act, the Public Records Act, Elections Code, public bidding and procurement and contracts.
- iii. Experience regarding land use regulations related to public land use and planning, public utilities, and environmental law, including CEQA, general plans, housing authorities, and code enforcement actions. Knowledge of regulations pertaining to, water and sewer utilities, solid waste/recycling, hazardous materials, brownfields, and coastal issues, including urban run-off/stormwater discharge.
- iv. Litigation experience or experience monitoring or supervising litigation activity within a firm. Knowledge of public entity tort claims; labor and employment matters; police department legal matters, including public safety defense; matters pertaining to construction law, public works, and prevailing wage; and writ litigation and appellate procedures.
- v. Experience with and knowledge of real property proceedings, including but not limited to, condemnation/ eminent domain, unlawful detainer/eviction (commercial), development/redevelopment/compensation agreements, and real estate transactions.
- vi. Demonstrated ability to speak clearly, concisely, and effectively in public.

Budget

While the scope and contractual relationship with a new City Attorney will be negotiated through this RFP process, the City Council's adopted budget for City Attorney services (including legal consultations, litigation, and other department supplies) for the three prior fiscal years averaged \$215,0000.

Proposal Format

Respondents shall submit a concise proposal clearly addressing all of the requirements outlined in this RFP. To be considered responsive, the proposal must provide specific answers to all questions and requests for information. It is important that the respondent address and/or acknowledge all items presented in this RFP, and provide any other pertinent information that may be helpful in the City's evaluation of the proposal.

1. Letter of Transmittal. The proposal shall include a transmittal letter, signed by a duly authorized representative of the firm/attorney, and must include the name, address, telephone number and email address of the Respondent and those (if necessary) to whom any correspondence should be directed. The letter shall contain a statement to the effect that the proposal and fee schedule are valid and binding for 180 days.
2. Description of Law Firm and Approach. Discuss the firm/attorney's proposed approach to providing municipal legal services in a way that demonstrates the Respondent's understanding of the needs of the City of Arcata and makes a case for why the Respondent's firm is the best suited to meet those needs. Describe the nature of your/the law firm's practice, as well as qualifications for providing legal services as City Attorney for the City of Arcata. Identify and provide a professional chronology of the individual who will be designated to serve as City Attorney as well as for others who you anticipate will be involved in providing legal services to the City. Describe the intended office location and accessibility to the City of Arcata. Describe the response time we can expect from the City Attorney to inquiries made by the City Council, City Manager, and staff.
3. Experience and Qualifications. Provide the overall capabilities, qualifications, training and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City, as they relate to the desired qualifications and experience described in the Scope of Services. Experience and Qualifications statements should address, but not necessarily be limited to:
 - a. Name of individual(s) with résumé(s), publications, scholastic honors, and professional affiliations, and length of employment with the firm.
 - b. Specialization, legal training, years of practice, and years of public sector practice.
 - c. Municipal or other public sector experience and knowledge of California Municipal Law.
 - d. Litigation experience and demonstration of a good court track record. Cite examples of municipal (general law) litigation experience.
 - e. Experience with and knowledge and practice of law representing general law cities relating to land use and planning, environmental law including CEQA, general plans, real estate, code enforcement, public safety, administrative law, public works construction, and other related law.
 - f. Experience in the area of contracts and franchises.

- g. Experience in the preparation and review of ordinances and resolutions for general law cities.
 - h. Experience in the area of personnel, workers' compensation, general liability and employee relations.
 - i. Experience in municipal Water and Wastewater enterprises.
 - j. Experience in conflict resolution, managing disputes, and anticipating legal issues.
 - k. If the firm/individual, or any of the attorneys employed by the firm, have ever been sued by cities or public agency clients for malpractice, been the subject of complaints by a city or public agency filed with the State Bar, or had discipline imposed by the State Bar, please provide information on the nature of the incident, the dates of which the matter began and was concluded, and the results of the situation.
4. Additional Services. Identify any other services and expertise the firm/attorney can provide beyond the Scope of Services and identify which are subject to additional costs to the City and which are not subject to additional costs.
5. Current Clients / Conflicts of Interest.
- a. Please list all current or former clients residing in Humboldt County or having an interest in a business or owning an interest in property within the City of Arcata's sphere of influence within the past three (3) years.
 - b. Please list all cities (general law and charter) and other public clients for which you or your firm currently provides services under a fee for services basis or on a retainer basis.
 - c. Please identify any foreseeable potential conflicts of interest which would result from such representation and the manner in which you would propose to resolve such conflicts.
6. References. Provide five (5) recent client references, at least three (3) of whom are municipal (preferred) or public agencies, with contact information, including the contact's name, title, agency, phone and email address. Specify the client location, consultant firm members and participating individuals, and their roles on the team (City Attorney, Deputy City Attorney, legal staff, etc.), type of work, and other relevant information.
7. Additional Information. In this section, provide any other information that you believe is applicable to the evaluation of the proposal or your qualifications for providing the proposed legal services. You may use this section to address those aspects of your services that distinguish you from other firms/attorneys.

Cost Proposal (submitted as separate digital file):

8. Proposed Compensation and Reimbursement. Billing proposals should consider the scope of work and hourly involvement by each staff/law firm member. Describe how you/your firm will aid the City in remaining within the adopted budget resulting from the award of this contract. Specify how long the prices quoted will be binding.

Please describe how you/the firm intend(s) to charge for legal services and provide a fee schedule.

- a. If hourly rate billing is proposed, please state the hourly rates for the designated City Attorney and any other attorneys or paralegals assisting such person in providing services; provide the fee schedule/hourly rates in a table format.
- b. If a monthly retainer is proposed, how many hours per month would be included and what services would be performed as part of the retainer? Describe what occurs when the City requires fewer or more hours of service in a given month. What specific services would not be included in a retainer?
- c. Please define any “extra” services, such as litigation, and describe if such services will be billed at a different hourly rate or basis.
- d. Are charges ever shared between clients, and if so, what method is used?
- e. Specify which items, if any, are billed separately and at what rate. Such items might include telephone and fax charges, postage, duplicating/printing, out-of-pocket expenses, and mileage/travel time.

Evaluation Criteria and Selection Process

The City Council will determine the process by which the proposals are reviewed, although it is anticipated that the material submitted in the proposals, interviews with the firms, a thorough background check, and references will be the determinative factors in making a selection. Proposed fee arrangements, experience, service delivery and other qualifications will all be important selection factors.

The following (among other attributes at the Council’s discretion) shall be considered during the evaluation process:

- The Applicant meets the qualifications identified in the RFP, provides adequate range of services and support to the City, and demonstrates a depth of expertise and familiarity with all applicable matters of municipal law.
- The Applicant is properly licensed to practice law in the State of California.
- The Applicant has no or few conflicts of interest with regard to any work performed by the attorney/firm for the City, and all potential conflicts have been identified.
- The Applicant demonstrates sound judgment, integrity, and reliability and maintains a strong reputation in the field of municipal law, as determined by references and background checks.
- Overall knowledge and experience levels in the different areas of law identified in the Scope of Services.
- Ability to meet the workload capacity required by the City and the overall depth of the firm/attorney’s in-house resources.
- Capability to perform City Attorney services promptly and in a manner that permits the City Council and City staff to meet established deadlines.

- Applicant possesses strong and effective written and oral communication skills.
- Cost of providing proposed legal services.
- Other qualifications or criteria deemed appropriate by the City Council.

The City Council reserves the rights and options to:

- Reject any or all of the submittals;
- Waive any of the provisions in the Request for Proposals;
- Issue subsequent Requests for Proposals;
- Cancel the Request for Proposal process;
- Waive any technical error in the responses it receives;
- Negotiate with any, all, or none of the respondents to the Request for Proposals in regard to costs or to further refine the scope of services to be provided;
- Award a contract or contracts to more than one firm for different services.

All contacts during the evaluation phase shall be through the City of Arcata Contracts and Special Projects Manager. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

General Requirements and Authority of the City of Arcata

Each respondent submitting a proposal acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are the respondent's sole expense and the City shall not, under any circumstances, be responsible for any cost or expense incurred by the respondent. In addition, each respondent acknowledges and agrees that all documentation and/or materials submitted with the proposal shall remain the property of the City.

All reports, studies, information, data statistics, forms and other materials produced under the agreement between the City and the successful consultant shall be the sole and exclusive property of the City of Arcata and may not be used or reproduced in any form without the express written permission of the City.

While operating in good faith, the City retains the right to reject any and all proposals, or parts of proposals for any reason whatsoever. Regardless of award, the City is not responsible for costs related to responding to this RFP. In addition, the proposal and other materials provided to the City in relation to this RFP will become the property of the City.

The City reserves the right to waive any formalities, defects, or irregularities in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the City. The City reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the respondent.

The attorney/firm selected shall notify the City of any possible conflict of interest prior to performing work requested by the City.

Contract

The selected firm/attorney will be required to enter into a written contract with the City on a form approved by the City Council. A sample of the City's standard Professional Services Agreement is provided as Appendix A; this document outlines the City's standard insurance requirements and contractual expectations. Any executed agreement for services by and between the City and proposing firm/attorney requires formal City Council approval. This RFP and the selected proposal, or any part thereof, may be incorporated into and made part of the final contract.

The laws of the State of California shall govern the contract executed between the successful Respondent and the City and any interpretations or constructions thereof. Further, the place of performance and transactions of business shall be deemed to be in the City of Arcata, State of California, and in the event of litigation, the exclusive venue and place of jurisdiction shall be in the State of California and more specifically, in Humboldt County.

The successful Respondent must obtain a valid City of Arcata Business License on or before commencement of work on the project.

Insurance Requirements

If selected, the firm/attorney will be required to meet the insurance requirements outlined in the sample contract (Appendix A).

Contract Exceptions

Include any proposed exception or changes to the sample contract (Appendix A) in your response. Any proposed exceptions or changes to these provisions will be subject to City approval. If no exceptions are included, the City will expect the proposer to be able to sign the City's contract.

Appendix A: Sample Contract

Purchase Order No. _____

CITY OF ARCATA PROFESSIONAL SERVICES AGREEMENT WITH FOR _____

This Agreement is made on _____ between the City of Arcata, a municipal corporation (referred to as "City"), and _____, a _____ (referred to as "Consultant").

RECITALS

WHEREAS, the City desires professional services to assist in certain work described briefly as _____ referred to herein as the "Services" or "Project".

WHEREAS, Consultant has demonstrated competence, experience and qualifications adequate to perform said professional Services, and the City desires to retain Consultant for such Services.

1. Scope of Services: Consultant agrees to perform services as set out in Exhibit A, "Scope of Work, Compensation" attached hereto and incorporated herein, and duly authorized by issuance of Purchase Order No. set out above. No purchase orders are issued without a valid Agreement.
2. Standards of Performance:
 - A. *Standard of Care*. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
 - B. *Accuracy of Services*. City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's Services. Consultant shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in City-furnished information. However, City shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
 - C. *Special Conditions*. Consultant shall comply with all additional terms set forth in Exhibit B "Special Conditions," if any are so required: _____ Special Conditions; _____ No Special Conditions.
 - D. *Special Insurance Conditions*. Consultant shall comply with all additional terms set forth in Exhibit C "Special Insurance Conditions," if any are so required:
_____ Special Insurance Conditions; _____ No Special Insurance Conditions.
3. Compensation for Services, Payment:
 - A. *Compensation*. City shall pay Consultant as set forth in Exhibit A, not to exceed \$_____.

APPENDIX A: SAMPLE CONTRACT

- B. *Preparation and Submittal of Invoices.* Consultant shall prepare and submit its invoices to the person and address specified by the City's Designated Representative no more than once per month and no later than the ____ day of each month.
- C. *Payments.* All reasonable efforts will be made by City to pay undisputed invoices within _____ days of receipt. If City contests an invoice, City may withhold that portion so contested and pay the undisputed portion. Payment shall be made to the address specified by Consultant's Designated Representative.
- D. *Withholding of Payment.* The City may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.

4. Commencement, Completion:

- A. *Commencement.* Services of Consultant shall commence upon full execution of this Agreement by all parties, and the Agreement shall remain in full force until _____. No work, services, material or equipment shall be performed or furnished under this Agreement until the City has delivered a fully executed Agreement to the Consultant. A signed Agreement is considered notice to proceed.
- B. *Time for Completion.* Consultant shall complete Services as set forth in Exhibit A. If City authorizes changes in the scope, extent, or character of the Services, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, then City shall be entitled to the recovery of proximate damages resulting from such failure.
- C. *Suspension and Termination.*
 - 1) Suspension. At any time and for any reason, the City may temporarily suspend the Services upon five days' written notice to Consultant. In such event, Consultant shall perform no additional Services under this Agreement until the City has provided written notice to Consultant to re-commence Services.
 - 2) Termination. The obligation to provide Services under this Agreement may be terminated for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate under this paragraph if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 3) Project Suspension or Abandonment. The City may for any reason and at any time suspend indefinitely the Services and/or abandon the Project, or any part thereof, upon written notice to Consultant.
- D. *Payments Upon Termination.* In the event of any termination under this Section 4, Consultant will be entitled to invoice the City and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

APPENDIX A: SAMPLE CONTRACT

- E. *Delivery of Project Materials to City.* Prior to the effective date of termination, the Consultant will deliver to City all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials for which City has compensated Consultant, and all such material shall become the property of the City upon delivery.
5. Independent Contractor: Consultant, in performing Services, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. He/she shall be free to contract for similar services to be performed for others while under contract with the City. Consultant is not to be considered an agent or employee of the City. Consultant agrees to furnish at his/her own expense all tools, equipment, services, labor and materials necessary to complete all requirements of this Agreement.
6. Insurance: Consultant shall procure and 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 work hereunder by Consultant, its agents, representatives, or employees; and shall provide Certificates of Insurance as specified below. If Special Insurance Conditions are contained in Exhibit C, said conditions shall control.

Coverage shall be at least as broad as:

- A. *Commercial General Liability (CGL):* Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence for all covered losses. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Additional insured coverage for the City shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.
- B. *Automobile Liability:* ISO Form Number CA 00 01, covering Code 1 (Any Auto) or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned). Limits are subject to review, but in no event to be less than \$2,000,000 per accident for bodily injury and property damage. If City approves Consultant or Consultant’s employees use of personal autos on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
- C. *Workers Compensation Insurance:* covering all employees and volunteers as required by the State of California, with Statutory Limits, on a state-approved policy form, and Employer’s Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if Consultant provides written verification that it has no employees.)
- D. *Excess or Umbrella Liability Insurance (Over Primary):* if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverage. Such policy or policies shall include a drop down provision providing coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf of” basis, with defense costs payable in addition to policy limits. Such 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 the City before the City’s insurance or self-insurance shall be called upon to protect it as a named insured. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, sub-contractors or others involved in performing Services under this Agreement. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

APPENDIX A: SAMPLE CONTRACT

- E. *Professional Liability or Errors and Omissions Insurance, As Appropriate*: written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$2,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.
- F. *General Conditions Pertaining to Insurance*: The insurance policies are to contain, or be endorsed to contain, the following provisions:
- 1) The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
 - a) General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.
 - 2) It is a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 8 shall be available to the City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
 - 3) For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.
 - 4) All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.
 - 5) The City reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the City’s right.
 - 6) Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.
 - 7) Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers’ Compensation policy shall be

APPENDIX A: SAMPLE CONTRACT

endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors. Consultant agrees to require that all subcontractors and sub-subcontractors do likewise.

- 8) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Consultant's general liability policy, shall be delivered to the City at or prior to the execution of the Agreement.
 - 9) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
 - 10) The City reserves the right at any time during the term of the Agreement 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 will negotiate additional compensation proportional to the increased benefit to the City.
 - 11) In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.
 - 12) Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
7. **Indemnity:** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any and all of its boards (including the council, boards, commissions, committees and task forces), officials, employees and agents (collectively, "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any all of the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

Consultant's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

8. **Subcontracting:** No services covered by the Agreement shall be subcontracted without the prior written consent of the City. In the event subcontracting is approved, the following shall apply:

APPENDIX A: SAMPLE CONTRACT

- A. Consultant shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Agreement that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
- B. Each subcontractor shall be obligated to Consultant and the City in the same manner and to the same extent as Consultant is obligated to the City under this Agreement. If hiring a sub-subcontractor to perform any Services, the subcontractor shall include in the sub-subcontract all provisions of this Agreement including all insurance and indemnity provisions that are applicable to said sub-subcontractor's scope of work.
- C. Consultant shall furnish a copy of the Agreement's insurance and indemnity provisions to any subcontractor upon request. Upon request from the City, Consultant shall provide insurance certificates and endorsements of its subcontractors.
9. Document Submission and Title to Documents: Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of the City upon delivery. City may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.
10. Permits and Licenses: Prior to execution of the Agreement the Consultant shall obtain and maintain throughout the Agreement period all licenses required by law including but not limited to a valid City of Arcata business license.
11. Modification, Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
12. Assignment. This Agreement is not assignable by the Consultant, either in whole or in part.
13. Audit of Records. Consultant shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the City or establishing the basis for an invoice, for a minimum of four years from the date of final payment to Consultant. All such records shall be clearly identifiable. Consultant shall allow City representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.
14. Designated Representatives. Consultant and City designate the following specific individuals to act as Consultant's and City's representatives and primary contact persons with respect to the services to be performed or furnished by Consultant and responsibilities of City under this Agreement ("Designated Representative"). Such individuals shall have authority to transmit instructions, receive information, and implement the contract on behalf of each respective party. The Designated Representative is not authorized to receive notices required under this Agreement unless identified under Section 15 below. Either party may change the individual name of the Designated Representative by written notice to the other party.

City Designated Representative:

Name: _____
Title: _____
Phone: _____

Consultant Designated Representative:

Name: _____
Title: _____
Phone: _____

APPENDIX A: SAMPLE CONTRACT

Email: _____

Email: _____

15. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt, excepting that notice sent by mail shall be deemed given and received three (3) business days after the date deposited in the United States mail.

Notice to City:

Name: _____

Title: _____

Address: _____

Email: _____

Fax: _____

Notice to Consultant:

Name: _____

Title: _____

Address: _____

Email: _____

Fax: _____

16. Governing Law. This Agreement and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. In any action or proceeding that may be brought from or connected in anyway to this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law any other forum. Venue shall be fixed in Humboldt County.
17. Disputes. City and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking any procedures of this Agreement, or exercising their rights under law. Prior to court action, the parties agree to pursue mediation as a means to settle any dispute.
18. Entire Agreement. This Agreement together with the exhibits identified below constitutes the entire Agreement between City and Consultant for the Services and supersedes all prior written or oral understandings.
19. Nondiscrimination. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40), or denial of family-care leave, medical-care leave, or pregnancy-disability leave. Consultant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
20. Severability. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
21. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
22. Timeliness. Time is of the essence in this Agreement. Consultant shall proceed with and complete the Services in an expeditious manner.
23. Waiver. Neither the acceptance of Consultant's work nor the payment thereof shall constitute a waiver of any

APPENDIX A: SAMPLE CONTRACT

provisions of this Agreement. A waiver of any breach shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

24. Exhibits Included. The following Exhibits are attached hereto and incorporated into this Agreement:

- Exhibit A: Scope of Work, Compensation
- Exhibit B: Special Conditions
- Exhibit C: Special Insurance Conditions

With the exception of Exhibit C, in the event of conflict between the terms and conditions of this Agreement and those within any Exhibit hereto, the terms and conditions of this Agreement shall prevail over any Exhibit hereto. In the event of conflict between the provisions contained in Section 6 of this Agreement and those in Exhibit C, if any, the Exhibit C Special Insurance Conditions shall control.

25. Attorney's Fees. Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation or arbitration.

26. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which will constitute one and the same agreement. Facsimile, portable document format (pdf), and verified electronic signatures shall be binding and considered as if an original.

APPENDIX A: SAMPLE CONTRACT

IN WITNESS WHEREOF, the person executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

CITY:

By: _____

Karen T. Diemer
City Manager

Date: _____

Insurance and procurement approved:

By: _____

Danielle Allred,
Contracts and Special Projects Manager

Approved as to form:

By: _____

Nancy Diamond, City Attorney

CONSULTANT:

By: _____

Print Name: _____

Title: _____

Date: _____

Employer ID#: _____

APPENDIX A: SAMPLE CONTRACT

EXHIBIT "A" SCOPE OF SERVICES AND COMPENSATION

APPENDIX A: SAMPLE CONTRACT

**EXHIBIT "B"
SPECIAL CONDITIONS**

APPENDIX A: SAMPLE CONTRACT

EXHIBIT "C"
SPECIAL INSURANCE CONDITIONS

April 16, 2021



REQUEST FOR PROPOSALS (RFP)
for
CITY ATTORNEY SERVICES

PROPOSALS DUE:
5:00pm Friday, May 21, 2021

cityofwatsonville.org

SECTION 1

Request for proposal

The City of Watsonville (“City”) is soliciting proposals from qualified attorneys and/or law firms interested in providing City Attorney services. The selected attorney or law firm will be expected to provide a wide range of services to the City. The City currently contracts with a law firm to provide City Attorney services, but also retains special counsel in a number of areas. The City is open to considering proposals ranging from individual attorneys offering general, municipal counsel services with specialized legal services outsourced to other attorneys, to law firms offering a full suite of both general and special counsel services. The City will reserve the right to continue to use the current services of special counsel, as needed, at its sole and entire discretion.

The City reserves the right to negotiate the price, terms, and scope of services with the proposer, prior to entering into an Agreement. The Agreement will contain provisions requiring the selected proposer to indemnify the City and provide that the City Attorney is an independent contractor serving at the will of the City Council. Provisions will also be included in the contract allowing the City Council to terminate the agreement, at its sole and entire discretion, upon the provision of notice.



SECTION 2

Background

The City of Watsonville is a growing community in southern Santa Cruz County with a population of 51,199 according to the last census. Watsonville is known all over the world for its long and rich heritage as a center for agriculture – especially berries. Watsonville is also a proving ground for entrepreneurs and businesses from all types of industries and emerging technologies. Its central location nestled between the Monterey Bay and the Santa Cruz mountains, offers growing companies quick and easy highway access. Watsonville’s location is topped only by its ideal climate and the rustic, small town charm of a close-knit rural community.

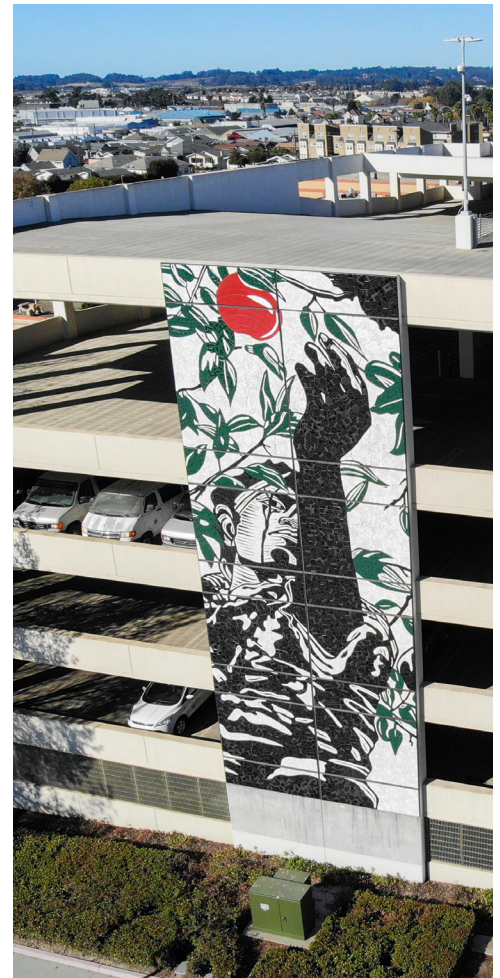
The City of Watsonville is a charter city and operates under a Council/City Manager form of government with seven councilmembers elected by district. The City of Watsonville is a full- service City with approximately 400 full time employees. The City provides a wide range of municipal services including police, fire, airport, library, parks and community services, public works including engineering, water, waste-water and garbage services, finance, administration, and community development.

The City Attorney is selected by and serves at the pleasure of the City Council. The City Attorney works close with the City Council, City Manager, City Clerk and other City staff providing sound and consistent legal advice. Per the Charter the Powers and Duties of the City Attorney are as follows:

- Represent and advise the Council and all City officers in all matters of law pertaining to their offices;
- Represent and appear for the City in any or all actions and proceedings in which the City is concerned or is a party, and represent and appear for any City officer or employee or former City officer or employee in any or all actions and proceedings in which any such City officer or employee is concerned or is a party, for any action arising out of their employment or by reason of his official capacity;
- Attend all meetings of the Council and give advice or opinion in writing whenever requested to do so by the Council or by any of the boards or officers of the City;
- Approve the form of all bonds given to and contracts made by the City, endorsing their approval in writing;
- Prepare all proposed ordinances, contracts, and other legal instruments for the City;
- Prosecute on behalf of the City all cases for violation of the Charter, City ordinances and other City laws and regulations;
- Perform such other legal duties consistent with the Charter as may be required of them by the Council; and

Furthermore, it is expected that the City Attorney assist the City by:

- Providing guidance and training with regard to the Brown Act, AB 1234, CEQA, Political Reform Act, Public Records Act, tort liability and risk, civil and criminal enforcement, due process and other legal requirements imposed by statute and common law.
- Providing designated office hours or times of availability (i.e. during Council agenda packet preparation), as agreed to with the City Manager and/or City Council and providing responses to requests for legal advice in a timely manner
- Researching municipal or other legal matters as requested by the City Council or the City Manager



Request for Proposals

Introduction

The City of Watsonville requests interested attorneys and/or full service law firms to submit a Proposal to provide legal services for the City of Watsonville. The City Council will determine the process by which the proposals are reviewed, although it is anticipated that the material provided in the Proposal, interviews with the firms, and/or interviews with references, will be the determinative factors in selecting counsel. The fee arrangements proposed by firms are important, but will be secondary to the experience, service delivery, and other qualifications of the attorney/firm that best meet the needs of the City. It is possible that the City Council will select several firms, with different firms responsible for assisting with different legal issues/projects.

Please provide the information requested in this RFP for each of the specialized practices area for which you would like to be considered. These practice areas include:

- General Municipal Specialty, including but not limited to:
- General municipal law advisory
- Tax (federal, state, local)
- Housing
- Elections
- Telecommunications
- Code enforcement
- Joint Power Authorities
- Contracts
- Review of Resolutions and Ordinances
- Public Records Act, Brown Act, Elections Code

Litigation Defense, including but not limited to:

- Public entity tort claims
- Labor and employment
- Public safety defense
- Construction law/public works/prevaling wage matters
- General writ litigation

Real Property, including but not limited to:

- Development
- Real estate transaction/commercial document preparation
- Lease negotiations and drafting

Land Use and Planning, including but not limited to:

- CEQA\NEPA
- General Plans
- Environmental issues
- Bond Counsel/Municipal Financing
- Human Resources\Personnel
- Other (please specify)

Please specify if there are services that you do not provide.



Requirements for Proposal Packages

All Proposals must include the following:

Identification of Attorney(s). The response to this Request for Proposals should describe the attorney(s) who would be responsible for providing regular services under the proposal. For each attorney, the Proposal should identify the qualifications, areas of expertise, and prior experience. References from comparable and representative public agency clients and the public agency's teams should be included. Among the references, include the names and telephone numbers of three to five public agency clients which the firm has worked with in the recent past.

Support Staff. The Proposals should include information about the types of support staff, such as other attorneys, paralegals, interns and others in the firm who might be assigned to perform work for the City and whose time would be billed for such work. The response should include information about how the firm plans to utilize support staff.

Description of Services. The Proposal should describe the services the firm proposes to provide, the firm's overall experience with municipal law, any areas of specialty listed above, and any special qualifications that are believed to distinguish it from other law firms. Please indicate if there are any services that you do not provide.

Rates and Charges. The proposed means of compensation, including hourly rates or fees to be charged for each individual named in the Proposal, should be listed. A schedule of the rates or amounts for all fees, charges, and expenses to be billed by each attorney or staff member should also be included. If it is proposed to provide 'general' services under a fixed monthly retainer and additional "special" services at pre-negotiated hourly rates, please be specific about what would be included in each category. Proposals shall also identify what charges the firm will impose for travel time.

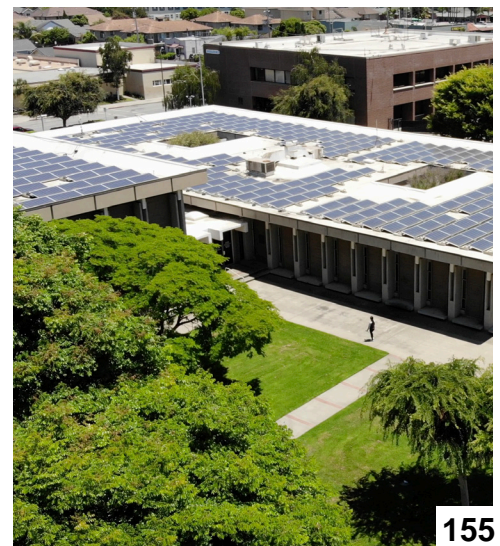
Availability and Commitment to Provide Services. The Proposal should include an indication of the commitment to provide the services by the attorney or attorneys with principal responsibility for providing services to the City. In this context, the words availability and commitment should be taken in their broadest meanings, incorporating time, flexibility in scheduling, office location of the attorney or attorneys, and firm or personal policies and practices with regard to returning calls and meeting deadlines.

Actual or Perceived Conflicts. The Proposal should disclose the names, nature of assignment, and relevant dates for any of the firm's clients who may have actual or perceived conflicts of interest with the City. Reasonable diligence to identify and disclose potential conflicts is expected of all firms submitting a response to this Request for Proposals. The proposal should also provide a statement or description of firm policy to address how conflicts of interest between two or more clients are avoided.

Insurance: A description of the pertinent information regarding the general liability and malpractice insurance maintained by the firm, including the amount of coverage under such insurance.

Additional Information. Statements submitted in response to the Request for Proposals may, but are not required to, provide additional information to assist a proper evaluation of the proposal. Any discussions relating to suggested strategies to reduce costs for outside legal services are appropriate in this section.

References: Please provide at least three client references (municipal or public agency) that may be contacted by the City for background information and qualification.





Submission Requirements. Proposals are due no later than 5:00 pm on Friday, May 21, 2021.

Interested firms or attorneys should submit one original and unbound hard copy to the address below and an electronic copy should be emailed to **nathalie.manning@cityofwatsonville.org**.

Late submittals will not be considered and will be returned unopened. The proposals can be delivered or mailed to:

City of Watsonville

Attn: Nathalie Manning, Deputy City Manager

275 Main Street, Suite 400

Watsonville, CA 95076

Email: nathalie.manning@cityofwatsonville.org

(831) 768-3020

All proposals submitted shall be valid for a minimum period of one-hundred and twenty (120) calendar days following the last date established for proposal submission. Proposals may be withdrawn on written request from the proposer at the address shown in this solicitation prior to the last date for proposal submission. Negligence on the part of the proposer in preparing the proposal confers no right of withdrawal after the time set for proposal submission. The cost for preparing a proposal in response to the RFP is the responsibility of the Consultant.

SECTION 5

Evaluation Criteria

Award of the contract will be to the attorney or firm whose proposal best complies with all of the RFP requirements and provides the best solution for the legal needs of the City of Watsonville. Experience, qualifications, availability, and cost will all be considered. The final selection will not be based on the lowest bid; however, cost will be an important consideration.



SECTION 6

Selection Process



The City Council will determine a procedure to review each Proposal. Calls to submitting firms or attorneys and their references may be made to clarify material in the submittals. Based on this review, the best qualified firms may be invited to a personal interview. Following the interviews, reference interviews will be conducted. While a detailed timeline has not been established for the selection process, it is the goal of the City to commence a contract for attorney services by August of 2021 to provide some overlap with current City Attor **156**

SECTION 7

General Requirements & Information

The attorney or firm selected pursuant to this request for proposal will be required to comply with the following requirements:

1. A City of Watsonville business license
2. W-9
3. Must be able to satisfy all requirements pertaining to insurance



SECTION 8

Acceptance or Rejection & Negotiation of proposal

The City of Watsonville reserves the right to accept or reject any or all proposals, or select more than one firm to complete this work. After selection by the City, the contents of the submitted proposal will become a contractual obligation. Failure to agree to include the proposal as part of the contractual agreement will result in cancellation of the award.

The City of Watsonville reserves the right to negotiate a modification to, or accept any part of the proposal, and will not be obligated in any way to accept those parts that do not meet the approval of the City. Terms and conditions of the contract will be subject to the approval of the City Council.



SECTION 9

Selection Timetable

The tentative schedule is as follows and is subject to change:

Release Request for Proposal	April 16, 2021
Last day to submit questions	May 7, 2021
Proposals Due	May 21, 2021
Interviews with successful respondents	TBD - estimated June\July 2021
Award contract	TBD - estimated August 2021
Begin Work	Dependent on Negotiations

Questions

Questions regarding this RFP should be submitted in writing and directed to Nathalie Manning (nathalie.manning@cityofwatsonville.org) no later than May 7, 2021. As necessary, responses to questions will be issued via an addendum. The City of Watsonville reserves the right to reject any and all proposals. The City looks forward to your response to this Request for Proposals.

***PLEASE NOTE:** This RFP, subsequent addendums, and all attachments are available online at the City of Watsonville's website at www.cityofwatsonville.org.

Reservations

Additional information regarding RFP submittal, content, processes and procedures is listed below:

- 1) All proposals will become the property of the City of Watsonville and will not be returned to Consultants. Consultants are advised that all documents submitted with their proposals are public records open to inspection without redaction, and are directed to California Government Code Section 6250 (Public Records Act), which is available on the State Internet site (www.ca.gov).
- 2) The City of Watsonville reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, Consultant, or organization.
- 3) In addition, the City reserves the right to request and obtain additional information from any individual or firm submitting a proposal, and to negotiate the final scope of services with the selected attorney or firm/s. The City is not liable for any costs incurred by responders prior to issuance of a contract.
- 4) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any qualified respondent in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews or negotiations.
- 5) If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.
- 6) The City reserves the right to obtain written clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure to comply with these instructions, and the other specific provisions of the RFP, may result in the Consultant's proposal not being reviewed.
- 7) The City reserves the right, without qualification, to select a respondent for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.
- 8) The consultant's proposal shall not be made contingent upon uncertain events, which shall not have occurred until after the RFP is completed.
- 9) In the event that it becomes necessary to revise any part of this RFP due to inquiries raised, an email notifying an addendum, supplement or amendment to this RFP will be provided to Consultants who received an original invitation to bid via email OR responded to us with their contact information expressing interest in receiving responses. Changes to the RFP shall be accomplished by an amended page or pages.

City of Placerville

Request for Proposal

For City Attorney Services



I. Introduction

A. Purpose

The City of Placerville invites interested legal firms and individuals to submit proposals for City Attorney Services as described in the scope of work set forth in this request for proposals (RFP). The City seeks a City Attorney who will provide clear, understandable, and independent legal advice. The firm/individual must be qualified to provide expertise in the areas of general municipal law, land use, personnel and labor relations, open meeting and conflict of interest laws and other matters as they may arise. The City Attorney serves under the direction and supervision of the City Council and acts as their legal advisor. The City Attorney is not a City employee and is not entitled to the benefits of a City employee; the position is strictly on a contractual basis. The City Council reserves the right to retain or employ other attorneys or special counsel as may be needed, in its sole judgment, to take charge of any litigation or legal matters or to assist the City Attorney.

B. Submittal Closing, Time, and Location, Inquiries

All proposals delivered in an express courier package shall be sealed in a separate envelope within the courier package. Any proposal found ineligible or incomplete shall not be considered for selection. Proposers assume full responsibility for having their proposal deposited at the proper address and no later than the scheduled closing time. Faxed or emailed proposals or modifications will not be considered. Proposals will not be received after the closing date and time indicated below.

Proposal Labeling: REQUEST FOR PROPOSAL FOR CITY ATTORNEY SERVICES

Submittal Closing: May 4, 2021, 5:00pm, PST

Location: City of Placerville
Attention: Regina O'Connell, City Clerk
3101 Center Street, Placerville, CA 95667

Number of Copies: Five (5) Bound copies of the proposal; one (1) unbound reproducible copy; and one (1) electronic version (usb flash drive) must be submitted.

C. Inquiries

Any prospective Proposer desiring an explanation or interpretation of the solicitation, specifications, etc., must request so in writing, no later than five (5) days before proposal due date to allow a reply to reach prospective Proposer before the proposal submission date. The written request must be submitted to the individual identified below. Inquiries regarding this solicitation shall be directed to:

Regina O'Connell, City Clerk
City of Placerville
3101 Center Street
Placerville, CA 95667
Phone: 530-642-5200
Email: roconnell@cityofplacerville.org

Please reference "Request for Proposals for City Attorney Services" when contacting the City regarding this solicitation. The City of Placerville website, www.cityofplacerville.org will contain a copy of this document as well as a summary of any/all applicable addenda, if any. Any firms found to be contacting members of the City Council or other members of City staff or officials to obtain information during this RFP process may be automatically disqualified from any further consideration.

D. Background

Originally Chartered in 1854, Placerville is one of the oldest cities in California, established during the Gold Rush era. The City of Placerville is located in the Sierra foothills approximately 45 miles east of Sacramento. The City is approximately 5.84_square miles, with a population of approximately 10,000. The City of Placerville is a general law city, operating under the council-manager form of government with a five-member City Council. Council Members are elected for four-year overlapping terms on an at-large basis. Mayoral duties rotate annually among the elected. The City Council is the legislative body responsible for overall policy development and direction of the City. The City Council has four citizen commissions/committees whose members are appointed by the Council, including the Planning Commission, the Recreation and Parks Commission, Placerville Economic Advisory Committee, and the Measure H/L Sales Tax Committee.

The City Council appoints the City Manager, who serves as the executive officer and is responsible for the day-to-day operations of the City. The City Manager's executive staff includes an Assistant City Manager/Director of Finance, Public Works Director, Community Services Director, Development Services Director, Chief of Police, City Engineer and City Clerk.

The City Council appoints the City Attorney and contracts with that individual's firm for legal services. The City of Placerville provides a variety of municipal services including public works, parks and recreation, engineering, planning, and building and safety, police, water, sewer, streets and storm drain maintenance as well as all of the traditional internal financial and administrative support functions. The City operates a Water Reclamation Facility for disposing of the City wastewater. Fire Services are provided through the El Dorado County Fire Protection District. The City also contracts with El Dorado Disposal/Waste Connections for disposal of solid waste. The City of Placerville has a FY 2020/21 General Fund Operating Budget of \$8.8m, and a total budget for all funds of \$20m. The City has a full-time staff of 73 supplemented by various part time employees. The City also has an active Capital Improvement Program (CIP) funded by two sales tax measures totaling approximately \$3m each year.

II. Terms and Conditions

A. Proposal Preparation Costs

The City is not, nor shall be deemed, liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposals.

B. Reservation of Rights

This RFP does not commit or obligate the City of Placerville to accept or execute an agreement for any expressed or implied service. The City reserves the right to:

- Reject any and all proposals received and to accept or reject any item(s) herein;
- Take all proposals under advisement for up to one hundred and twenty (120) days after opening;
- Waive any informality on any proposal;
- Be the sole judge of the relative merits of the material mentioned in the respective proposal received;
- Request any firm/individual submitting a proposal to clarify its proposal during the selection phase;
- Negotiate the service schedule and reasonable costs with the selected firm/individual;
- Modify or alter any requirements herein, and issue addenda or amendments to this RFP;
- Terminate this RFP process at any time.

C. Acceptance of Conditions

It is the Proposer's responsibility to examine the scope and location of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Proposers shall have no claim against the City based upon ignorance of the nature and requirements of the services provided, misapprehension of the work environment, or misunderstanding of the specification or agreement provisions.

By submitting a proposal, each Proposer expressly agrees to and accepts the following conditions:

- Proposal and cost schedules shall be valid and binding for one hundred and twenty (120) days following the proposal due date and will become part of the Agreement that is negotiated with the City.
- The City may require whatever evidence is deemed necessary relative to the Proposer's financial stability and ability to perform these services.
- The City reserves the right to request further information from the Proposer, either in writing or orally, to establish any stated qualifications.

- The City reserves the right to solely judge the Proposer's representations, and to solely determine whether the Proposer is qualified to undertake these services pursuant to the criteria set forth herein. The Proposer, by submitting a proposal, expressly acknowledges and agrees that the judgment of the City as to whether or not the Proposer is qualified to perform these services shall be binding, final and conclusive.

D. Proposal Inclusions

The Request for Proposals documents shall be submitted in their entirety, with ALL applicable portions fully completed by the Proposer. All Proposers are encouraged to review and confirm that their proposal includes and specifically addresses all of the proposal requirements prior to submitting.

E. Withdrawal of Proposal Before Closing

Any Proposer may request the withdrawal of their submitted proposal by written request at any time prior to the scheduled closing date and time. Upon receiving written request to withdraw any proposal, the City will consider the proposal null and void, and return the proposal to the Proposer. Withdrawal of proposal will not impact Proposer's resubmittal for this or any future proposal(s).

F. Professional Licensing

The Proposer shall possess any necessary professional certification(s) and/or license(s) relative to the work to be performed required by an appropriate licensing authority of the State of California and shall provide evidence of such to the City with their proposal or prior to commencement of the work in such a form as the City shall require.

G. Insurance Requirement

The Proposer shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the proposer, its agent, representatives, employees, or subcontractors. Proposer shall also require all of its subcontractors assigned to provide services to procure and maintain the same insurance requirement for the duration of the Agreement. Specific insurance requirements are as follows:

- General Liability Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate liability.
- Automobile Liability Insurance of at least \$1,000,000.00 per accident Combined Single Limit (CSL);
- Worker's Compensation Insurance at least equal to the State of California required minimums.

- Professional Errors and Omissions Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate liability.

H. Business License

The professional provider, and any sub-consultant(s), will obtain a business license with the City of Placerville Business License Program on or before their commencement of work.

I. Public Record

Be advised that all information contained in proposals submitted in response to this solicitation shall become a matter of public record upon contract award, and made available upon request, unless otherwise marked. The Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Proposer claims are exempt from disclosure pursuant to the California Public Records Act. The Proposer who claims such an exemption must also state in the proposal that:

“The Proposer agrees to indemnify and hold harmless the City and its officers, employees and agents from any claims, liability or damages against the City and to defend any actions brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party.”

J. Equal Opportunity

The City of Placerville requires all Proposers to comply with equal opportunity policies.

K. Independent Contractor

The City Attorney will be an independent contractor. All persons employed by a firm in accordance with an Agreement resulting from this RFP will be employees of the firm or law practice and not of the City of Placerville.

L. Conflict of Interest

No official, officer, or employee of the City of Placerville or of a local public body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge, no board member, officer or employee of the City of Placerville has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City of Placerville, and that if any such interest comes to the knowledge of either party at any time, a full disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with

Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title 1 of the Government Code of the State of California.

M. Appendix

The appendix shall include any suggested additions or modifications to the scope that the individual/firm believes will enhance the quality of their proposal. Individual/Firm brochures, exhibits, and any other pertinent documents may be included in the Appendix.

N. Contract

Award of a professional services contract, if any, will be to the proposer whose proposal best complies with all of the requirements of the RFP documents and which provides the best solution for the needs of the City of Placerville.

The successful firm will be required to enter into a Legal Services Agreement with the City of Placerville, which will include the requirements of this RFP, as well as other requirements to be determined. The City reserves the right to negotiate the price, terms, and scope of services with the proposer, prior to entering into an Agreement. The agreement will contain provisions requiring the selected law firm to indemnify the City and provide that the City Attorney and any support staff is an independent contractor(s) serving at the will of the City Council. Provisions will also be included in the contract allowing the City Council to terminate the agreement, at its sole and entire discretion, upon the provision of notice.

The term of the contract is negotiable.

III. Scope of Work

A. Understanding the Scope of Work

The City Attorney is appointed by and reports to the City Council. The City Attorney is the chief legal counsel for the City of Placerville and, as such, is responsible for advising on all legal matters. The primary responsibilities the City will require of its City Attorney shall include, but not be limited to, the following:

- Represent and provide legal advice and consultation on a regular basis to the City Council, City Manager and City Staff as requested or required. Contacts are usually made by email or telephone and same-day response is typically expected.
- Attend City Council meetings (unless excused) and be prepared to advise the Council on matters on the agenda as well as procedural or substantive issues that arise during the meeting. Attendance at Planning Commission or other City meetings is required when requested.
- Coordinate and manage the services and costs of all outside or special legal counsel within budgetary limits as approved by the City Council.
- Recommend policies and procedures that comply with the requirements of the law.
- Keep the City Council and City Manager informed of legislation or judicial opinions that have potential impact to the City.
- Prepare, review and revise staff documents, including, but not limited to, initiation of memorandums concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions on appeal, and staff reports for the legal support of City functions and duties.
- Provide staff assistance, legal research and counseling related to the acquisition or sale of property, preparation of leases, deeds and easements, agreements, utility franchise agreements, operations governed by law, liability situations, grant guidelines, pension law, personnel, employee relations and other matters as necessary requiring legal advice.
- Interpret the City's Municipal Code.
- Provide guidance concerning the requirements of the Brown Act, Conflict of Interest (AB 1234), the Political Reform Act, the Public Records Act, due process, and other legal requirements imposed by statute and common law.
- Assist with responses to Public Records Act requests.
- Represent the City in litigation not covered by the City's self-insured risk pools.
- Provide legal advice and assistance to operating departments, assist in notice of disciplinary actions and provide advisory service to the Human Resources Officer.
- Research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the City Council and management staff on legal

matters pertaining to City operations.

- Represent the City as requested before other governmental bodies and agencies to promote the interest of the City.
- Oversee coordination with special legal counsel on all City litigation as directed by the City Council and/or City Manager.
- Maintain legal files and provide the City Clerk copies of pertinent pleadings and orders in all litigation the City Attorney is handling for the City.
- Perform other legal duties as may be required by the City Council as may be necessary to complete the performance and functions mentioned above.
- Promptly return all phone calls from the City Council and City Staff.

IV. Evaluation and Selection Process

A. Areas of Performance Effectiveness

The City of Placerville recognizes that a successful and effective City Attorney will demonstrate specific qualities. The following areas will serve as part of the basis for evaluation of the City Attorney.

- Competent representation – doing things right (legal knowledge, research, and analysis)
- Ethical leadership – doing the right things (principle-centered)
- Adherence to legal policies and procedures (promoting the public interest)
- Professional conduct (emotional and mental fortitude)
- Inter-governmental governance (networking and coalition building)
- Customer service (City Council, City Manager, City staff, and others as appropriate)

B. Proposal Evaluation

Selection of Proposer to interview with the City will be based on the contents of their written proposal. Proposals will be rated according to the following criteria (in no particular order):

- Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in municipal government operations;
- Understanding of municipal government issues and municipal law;
- Capability to perform legal services promptly and in a manner that permits the City Council and staff to meet established deadlines and operate in an effective and efficient manner;
- Qualifications of the key staff that will be assigned to the City of Placerville under this proposal;
- Familiarity with State of California Land Use Law;

- Communication skills;
- References of past or current municipal law clients or municipal practice;
- Proposed fee structure, including but not necessarily limited to, a monthly retainer, services included in monthly retainer, hourly rates for services not included in monthly retainer.
- Cost of providing services.
- Results of interviews with City Council.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposing firms/individuals to allow corrections of errors or omissions. The City reserves the right to verify any information contained in proposals, including references, resumes, etc. The City reserves the right to investigate and research proposals, including facts and opinions that could be helpful in evaluating the capabilities of firms/individuals whether or not they were specifically included in the proposals.

C. Selection Process

The top-ranked firms/individuals may be requested to attend a meeting with the City Council to be interviewed, and the City Council will interview up to two individuals proposed as City Attorney from such firms. The interviews will allow the designated firms or individuals an opportunity to answer any questions the City Council may have regarding their proposals. Participation in the interviews will be at no cost to the City. The City Council will make the final determination of the successful firm/individual.

Please note that in an effort to maintain the integrity of the interview process all proposing firms are prohibited from contact with the City Council members outside of the formal interview process.

D. Tentative RFP Timeline

Release of RFP	Wednesday, March 24, 2021
Proposal Submission Deadline	Tuesday, May 4, 2021, 5pm PST
RFP Internal Reviews	Thursday, May 20, 2021
Candidate Firm Interviews	Week of May 31, 2021
Selected Firm Contract Negotiations	June, 2021
Award of Contract	June 22, 2021

V. Requested Information

All proposals must provide specific and succinct answers to all questions and requests for information. Please answer the questions in the format and order presented. Submissions of individual resumes alone will not be considered responsive to any specific question.

A. General Proposal

1. Letter of Transmittal: Signed by an authorized representative of the firm or the individual committing to provide the legal services described above, including a brief introduction and history of the firm, number of employees, proven work history, and a statement as to qualifications.
2. Table of Contents: Include a clear identification of the material by section and page number included in the proposal.
3. Firm Qualifications: Provide professional experience and qualifications for the Proposer and/or firm and the designated individuals to provide the services specified in the Request for Proposals. Please include responses to the following specific information:
 - a. Describe your firm's background and history; include number of years in business and number of years providing legal services to public sector agencies.
 - b. Location of office(s) that would serve the City of Placerville.
 - c. Provide the name(s) and qualifications of attorney(s) who would be assigned to represent the City of Placerville and who will attend City Council meetings regularly, including the following for each: Responding firms may propose either one or two alternatives for proposed appointment to City Attorney.
 - i. Certificates or licenses, including the date of admission to the State Bar of California;
 - ii. Length of employment with the firm;
 - iii. Description of education including name of educational institutions, degrees conferred, and year of each degree;
 - iv. Professional background and professional associations;
 - v. Years of municipal or other local public sector experience;
 - vi. Knowledge of, and experience with California Municipal Law relating to general law cities including, but not limited to, land use and planning, environmental law (CEQA), general plans, code enforcements and other related areas of law, administrative law, labor relations/personnel law, contracts, Public Records Act and other areas of municipal law;
 - vii. Specific expertise and training;

- viii. Provide complete resumes of the persons designated by the firm to be the City Attorney or substitute City Attorney.
- d. Describe your view of the role of the City Attorney.
 - e. Describe how you would develop and maintain an effective partnership between the City Attorney, City Manager and City Council.
 - f. Describe how you will keep the City Council and the City Manager informed about the status of litigation and other legal matters on a regular basis, and what basis would that be.
 - g. Describe the response time we can expect from the City Attorney to inquiries made by the City Council and City Manager.
 - h. Describe how you will track and manage legal costs so that the City's legal costs are held to a minimum.
 - i. Describe how you will proactively advise the City Council, City Manager and staff about legal developments or issues of concern, without being asked.
 - j. Describe how as the City Attorney you would coordinate your daily work with the City Manager and City Council.
 - k. Describe how as the City Attorney you would coordinate your daily work with the City Department Heads.
 - l. Clearly describe your range of experience with project negotiation, eminent domain issues, and the drafting and implementation of agreements and contracts (i.e., lease, purchase) and litigation.
 - m. How would you evaluate whether to use an attorney within your law firm or an attorney from another law firm to handle a case, provide expert advice, or provide other needed services?
 - n. Describe the firms' practices regarding professional development training and keeping current with the laws and legal matters affecting its clients.
 - o. Identify the types of in-service training (such as ethics, commission roles and responsibilities, how to conduct performance evaluations, harassment investigations, etc.) your firm is capable of providing to municipalities.
 - p. Describe systems/mechanisms that would be established from monthly reporting of status of routine projects, requests, and litigation.
 - q. Describe the firm's philosophy in addressing complete matters within the context of balancing legal limitations with project goals and objectives.
 - r. Describe your firm's suggested process for transmittal of requests and other material to the City Attorney.
 - s. Describe the firm's experience with contract services provided by a municipality.

- t. It is anticipated that the City will contractually require monthly-itemized statements for all services and will subject these statements to audit at least annually. Describe how you would provide this reporting.
 - u. Describe how the firm proposes to obtain client satisfaction with provided services, and what tools or resources are available to ensure continued satisfaction.
 - v. If a multi-employee firm, describe the firm's philosophy with regard to personnel changes in City Attorney, whether initiated by the firm or requested by the City.
- 4. Please complete and submit the Certification of Proposal Form (Attachment A) and Business Information Form (Attachment B) with your Proposal.
 - 5. References: Provide contact information for three (3) municipal, public agency and/or key clients for which legal services have been provided in the last ten (10) years (preferably performed by the attorney being proposed to represent the City of Placerville). Please include the contact person's name, address, phone number and email address.
 - 6. Clients/Potential Conflicts of Interest:
 - a. Identify any foreseeable or potential conflicts of interest with public clients you serve and the manner in which you would propose to resolve such conflicts.
 - b. For the person to be designated as City Attorney and any substitute City Attorney(s), list all public clients that person presently represents as City Attorney or general counsel, along with the meeting dates and times for each governing body.
 - c. List all private clients that could potentially pose a conflict of interest with your representation of the City of Placerville.
 - d. Identify all situations in the last five (5) years in which you have been adverse to public entities, either in litigation or administrative matters.
 - e. Please list any political contributions of money, in-kind services, or loans made to any member of a City Council within the last three (3) years by the applicant law firm and all of its attorneys, including the attorney being proposed to represent the City of Placerville.
 - 7. Insurance: Please include a description and pertinent information regarding the general liability and malpractice insurance carried by the firm or individual, including the amount of coverage provided by such insurance.

B. Cost Proposal

While the City is open to reviewing various cost structures, it is anticipated that the City will receive cost proposals wherein “general” services are provided under a fixed monthly retainer and any additional “special” services are billed at a pre-negotiated hourly rate.

1. General Services: Please give your definition of “general” legal services. Would all general legal services be included in your monthly retainer?
2. Special Services: Please give your definition of “special” legal services. How are they differentiated from general legal services? Would any special services be included in your retainer? If so, please identify them.
3. How would your firm aid the City to remain within its adopted budget for its legal services?
4. Billing Method: Describe your firm’s preference for method of payment, payment terms, and your procedure for billing retention, hours, and expenses and other accounting requirements.
5. Reimbursable: Define the type and unit rates for reimbursement of expenses. For example, rate for mileage, reproduction of documents or word processing charges, unit costs for telephone costs, etc.
6. In-Service Training: Please provide the costs of any in-service training(s) that your firm can provide to the City.
7. Adjustments: Do you expect to have a cost-of-living adjustment incorporated into the agreement with the City? If so, please explain how you propose it be computed and implemented.
8. Would your firm be willing to operate under a maximum annual expenditure cap with the City? If so, please explain how it might be structured.
9. Monthly Retainer/Billable Hours: Please complete and submit the Cost Proposal Form (Attachment C) with your Proposal. The proposed compensation shall be in one of two (2) formats. The Proposer shall either propose an hourly rate(s) for work, including meeting attendance OR the submittal shall contain a billing system wherein regular attendance at City Council, Planning Commission, or Successor Agency meetings are billed at a fixed, per meeting fee (i.e. monthly retainer) and services beyond the scope are billed at the proposed hourly rate(s). Billing should correspond to the Scope of Work and hourly involvement by each staff member. Alternatively, the proposer may choose a blended cost structure, in which case the structure should be described in sufficient detail to be understood by staff and Council members.
10. Cost of Proposal Worksheet: Please complete and submit the Cost of Proposal Worksheet (Attachment D) with your proposal.

VI. Sample Documents

- A. Sample Report: Please submit a copy of a typical report your firm provides to municipalities (i.e. staff report, memorandum, legal opinion, etc.).
- B. Sample Billing Invoice: Please submit a copy of a typical invoice your firm provides to municipalities. Please redact any sensitive information.

Attachment A
Certification of Proposal

- The undersigned hereby submits its proposal and, by so doing, agrees to furnish services to the City in accordance with this Request for Proposal and to be bound by the terms and conditions of the RFP.
- This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is solely responsible for such errors or omissions.
- It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informal or irregularity in any proposal received by the City.
- The proposal includes all components, figures and dates required by this Request for Proposal.
- This firm has carefully read and fully understands all of the items contained in this Request for Proposals. This firm agrees to all of the requirements of the RFP.
- The City is not responsible for any cost associated with preparing the Proposal.

Date: _____

Name of Firm: _____

Authorized Signature: _____

Print/Type Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

If a Corporation:

Date of Incorporation: _____

State of Incorporation: _____

President’s Name: _____

If a Partnership:

Date of Organization: _____

Name of all Partners: _____

Attachment C
Cost Proposal Form

Proposer

Name of Firm: _____

Address: _____

Name of Contact: _____

Phone Number: _____

Email Address: _____

Hourly Rates (no retainer)

Estimated average hours per month: _____ Hourly Rate: \$ _____

Total cost for services per month: \$ _____

Monthly Retainer

Estimated average hours per month: _____ Hourly Rate: \$ _____

Total cost for services included in monthly retainer: \$ _____

Add-On Hours Outside of Monthly Retainer:

List of Personnel	Hourly Rates
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

Reimbursable and/or Other Costs:

Please define the types and unit rates for expenses (i.e. mileage, reproduction of documents, faxed documents, processing charges, etc.) if any:

Attachment D
Cost of Proposal Worksheet

Services		Provided by Firm (Yes/No)		Included in Retainer (Yes/No)		Title of Person Performing Service
1.	Attend regular and special Council meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Attend regular Planning Commission meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Attend Executive Team Staff and other meetings as needed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Office hours, at least one day per week.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Agenda review and follow-up.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Standard contract review and revision.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	Standard ordinance/resolution review and revision.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.	Public Records Act request review and direction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9.	Brown Act issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10.	General legal advice and counsel on matters pertaining to the City, not involving more than three (3) hours of research.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11.	Routine personnel and labor questions, which can be responded to orally, not involving more than one (1) hour of research.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12.	Code enforcement issues – City code interpretation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13.	Code enforcement issues – consultation with City staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14.	Code enforcement issues – preparation and review of notices, demands and orders.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15.	Litigation, including eminent domain.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16.	Personnel services– review of Practices and Procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17.	Personnel services – disciplinary procedure.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18.	Personnel services – grievances.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19.	Personnel services – arbitration.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20.	Personnel services – FLSA, FMLA, ADA and HIPPA issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Services		Provided by Firm		Included in Retainer		Title of Person Performing

City of Placerville
Request for Proposals
City Attorney Services

		(Yes/No)		(Yes/No)		Service
21.	Personnel services – Revision of drafting at-will personnel contracts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
22.	Transactions – options.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
23.	Transactions – leases.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
24.	Transactions – statutory development agreements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
25.	Transactions –specialized reimbursement agreements, fee credit or reimbursement agreements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
26.	Franchising.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
27.	Public Works – contract disputes and interpretation services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
28.	Public Works – drafting construction and similar contracts and conditions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29.	Public Works – prevailing wage issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
30.	Public Works – right of way acquisition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
31.	Development Services – CEQA issues and document review.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
32.	Development Services – routine Subdivision Map Act issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
33.	Development Services – non routine Subdivision Map Act issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
34.	Development Services – zoning and land use issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
35.	Development Services – housing issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
36.	Ordinance and resolutions – drafting and compilation of non-routine ordinances and resolutions; review and analysis of non-routine ordinances and resolutions drafted by City Staff or other Jurisdictions.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
37.	Appearance before other public entities or government agencies on behalf of the City.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
38.	Proposer may list additional, pertinent services it can provide to the City of Placerville on the lines below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

City of Placerville
Request for Proposals
City Attorney Services



CITY OF ST. HELENA
ADMINISTRATION

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

LEGAL SERVICES

DATE ISSUED: Friday, June 14, 2019

DATE DUE: Wednesday, July 31, 2019 4PM

CONTACT: Mark Prestwich, City Manager
mprestwich@cityofstheleena.org
(707) 968-2744

ALL RESPONSES MUST BE MAILED OR HAND-DELIVERED TO:

CITY OF ST. HELENA
OFFICE OF THE CITY CLERK
ATTENTION: CINDY TZAFPOPOULOS
1480 MAIN STREET
ST. HELENA, CA 94574

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- B. SAMPLE CITY OF ST. HELENA PROFESSIONAL SERVICES CONTRACT
- C. CITY OF ST. HELENA CITY COUNCIL POLICY P-CC-0001 MANAGEMENT OF LEGAL SERVICES
- D. CITY OF ST. HELENA CITY ATTORNEY EVALUATION FORM

I. INTRODUCTION

The City of St. Helena, California is located in the center of the world-famous wine growing Napa Valley, 65 miles north of San Francisco.

The area was settled in 1834 as part of General Vallejo's land grant. The City of St. Helena was incorporated as a City on March 24, 1876 and reincorporated on May 14, 1889.

The City is located in the center of Napa Valley in Northern California and considered to be one of the premier wine-producing regions of the world. The area is renowned for its abundance of vineyards and wineries of national reputation. The City of St. Helena includes several lodging establishments, fine restaurants, an historic downtown business district and is an attractive and enjoyable small community environment nestled among the hills of Napa Valley, in the heart of Wine Country. St. Helena is home to approximately 6,000 individuals; however, on any given day, that population can increase by as much as 20 percent due to an influx of tourists from around the world and commuters who drive to St. Helena to work.

The City operates under a council-manager form of government. The City has a five-member City Council consisting of a Mayor elected to serve a two-year term, and four Council members elected at large to four-year staggered terms, with two members elected every two years.

The City Council appoints the City Attorney and contracts with that individual's firm for legal services. The City's legal services budget has been trending downward over the last four years. The current general fund budget for legal services is \$245,000 which does not include the water and wastewater funds, the affordable housing fund, litigation, and special services costs.

The City Council appoints the City Manager, who serves as the executive officer and is responsible for carrying out the policies of the Council and the day-to-day operations of The City. The City Manager's executive staff includes a Finance Director, Recreation Director, Public Works Director, Police Chief, Fire Chief, Planning and Community Improvement Director, City Clerk, and the Human Resources/IT Director. Mark Prestwich has served as the City Manager since August 2017 and has over 20 years local government experience with five years as a City Manager.

St. Helena provides a full range of municipal services including fire and police protection; public works, including construction and maintenance of City streets, storm drains, operation of water and wastewater utility services, and similar infrastructure type assets; park maintenance and community recreation activities; building inspections; licenses and permits; and public library services and facilities. In terms of business-type activities, the City provides water and wastewater services through the operation of its utility enterprises.

The City's fiscal year is July 1 through June 30. The City's fund structure currently includes: General Fund, Special Revenue Funds, Capital Funds, and Proprietary (Enterprise) Funds.

The City's General Fund budget for FY 2019-20 is \$15 million. The City's Water and Wastewater Enterprise budgets for FY 2019-20 are \$6.5 million and \$3.1 million, respectively. In addition to its General Fund and Water and Wastewater Enterprise Funds, the City also has an active Five-Year Capital Improvement Program (CIP).

The City of St. Helena recently completed its General Plan update and will be commencing a process for updating and amending its zoning code. The City has a number of significant infrastructure projects in the planning stages or underway including: Completion of Wastewater Treatment Plant Upgrade and Modernization, Downtown Streetscape Development and Implementation Plan, City Hall Replacement, Library Improvements, Recreation Center, Bell Canyon Intake Tower Replacement, Bell Canyon Spillway repairs, and the York Creek Dam Removal and Habitat Restoration Project. The City revised water and wastewater rates in late 2017.

The City is a participant in the Redwood Empire Municipal Insurance Fund (REMIF), a self-insured joint powers authority established in 1976 to handle the insurance claims, benefit programs, and risk management needs of fifteen member cities. The cities are located in the five Northwest counties.

Please refer to the City's website for more detailed information about the City St. Helena at <http://www.cityofsthenana.org/>

II. GENERAL INFORMATION

The City Council of the City of St. Helena invites interested legal firms or individual practitioners to submit written proposals to provide legal services for the City.

The City Council encourages proposals that lay out various legal service delivery and compensation models. In general, the City seeks the services of a full-service law firm that will assign a lead attorney to work directly with the City or an individual attorney that works part-time for the City to provide services. In either case, the City reserves the right to enter into retainer agreements with other firms or individuals to handle specified legal matters on an as-needed basis.

III. QUALIFICATIONS

The City Council seeks an experienced and knowledgeable attorney to serve as legal advisor to the City Council and the City Manager and support them through the delivery of high-quality legal services consistent with the City Council's core values and mission statement. The majority of the City's anticipated legal services work includes that of legal advisor at selected Council meetings and management of the City's legal issues. A more complete outline of the anticipated scope of service is set forth below.

The City Attorney will engage with the City's professional staff at the direction of the City Manager. The City Attorney will not be expected to routinely function in a "department head" capacity or as active member of the management team.

The successful applicant must be an attorney licensed to practice law in the State of California. A strong generalist background in municipal law is preferred, with an emphasis on contract management and land use. Experience with Proposition 218 and/or public employment law is a plus.

The successful candidate will demonstrate the ability to quickly familiarize himself or herself with existing City ordinances, adopted policies, and the General Plan. The attorney is expected to proactively and timely educate, inform, and train the Council, commission members, and City staff on impending legal and legislative changes and compliance with state and federal laws, including modifications to existing ordinances as necessary.

The successful candidate will demonstrate the ability to identify and help manage risk and offer options to the City Council and City Manager, while being cognizant of and acting prudently with respect to the City's limited financial resources.

IV. SCOPE OF WORK

The City is soliciting the interest of qualified professional law firms or an individual to provide a full range of municipal legal services. The contract term will be one year, with annual renewals contemplated based on a mutually agreeable working relationship. The successful City Attorney will be expected to provide the following general counsel services including, but not limited to:

1. Represent and advise the City Council, City Manager, Boards and Commissions, and City staff as directed, in all matters of pertaining to their role in the organization. Give advice or opinion on the legality of all matters under consideration by the Council, Boards and Commissions, or City staff.
2. On an as needed basis, attend and represent the City's legal interests at selected City Council meetings and workshops. Regular Council meetings are held on the second and fourth Tuesday of the month at 6 p.m. On occasion, a meeting may be cancelled. On an as needed basis, the City Attorney may need to attend an advisory board or commission meeting.
3. Provide legal opinions, advice, assistance, consultation, and training to the City Council, City Manager, and City staff.
4. The range of services routinely include, but are not limited to, the following areas of municipal law:
 - a. Brown Act Compliance
 - b. Public Records Act
 - c. Conflicts of Interest
 - d. Election law
 - e. Contracts and franchises
 - f. Real estate and property transactions
 - g. Land use and environmental law (CEQA)

- h. Public Works contracting/public contracts/capital projects
 - i. Americans with Disabilities Act (ADA)
 - j. Personnel, employee relations, and labor negotiations
 - k. Code Enforcement
 - l. Tort liability and risk management
 - m. Fees, taxes, assessments, Proposition 2018
5. Direct, as necessary, the update of City ordinances, procedures, and practices
 6. Review and analyze local, state and federal pending legislation, laws, and court decisions and provide updates, proactively propose modifications to City policies, ordinances and plans.
 7. Review, approve, and/or prepare ordinances, resolutions, staff reports, preliminary research/analysis, contracts, deeds, leases, and other legal documents required by the City.
 8. Represent the City in civil litigation brought on behalf or against the City as necessary and directed by the City Council. May serve as City prosecutor to enforce local municipal codes as directed by the City Council.

The City Attorney will provide assistance to the City Council with regard to litigation and special services. On an as needed basis, depending on direction from City Council, the City Attorney may be directed to recommend, manage, and monitor performance of selected outside special counsel to provide litigation or other special services or the City Attorney could be tasked to provide those services.

The City may propose additional tasks as deemed necessary to complete assignment. Any additional work shall be compensated, as agreed upon, in the Professional Services Agreement (PSA) between the successful firm/individual and the City.

V. SCHEDULE

Responses to the RFP must be submitted to the City of St. Helena as outlined in this section.

Responses are due no later than
WEDNESDAY, JULY 31, 2019 AT 4:00 PM
 Responses received after this date and time will not be considered.

**PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS
AND DESIRED TIMELINES FOR DELIVERABLES**

MILESTONE	DATE	TIME
Release RFP	June 14, 2019	
Question submittal deadline	June 28, 2019	4:00PM
Questions posted on City website (cityofsthelena.org/rfps)	July 12, 2019	5:00PM
Proposal due date	July 31, 2019	4:00PM
Review and scoring of submittals	Week of August 5th	9:00AM
Interviews w/finalists	Mid- to Late August 2019	TBD
Award of Agreement	September 10, 2019	6:00 PM

The schedule may be modified and/or extended if necessary.

VI. PROPOSAL SUBMISSION REQUIREMENTS AND FORMAT

If interested in this RFP, please notify Cindy Tzaopoulos by email at ctzaopoulos@cityofsthelena.org so you may be added to the notification list for addendums. Failure to notify could result in missing important and required information, and could result in disqualification.

Format

All submittals must follow the format described in this section. The City of St. Helena reserves the right to include or exclude any part of the submittals in the final agreement with the selected consultant. All parties interested in submitting proposals must provide specific and succinct answers to all questions and requests for information. Please answer the questions in the format and order presented. Submissions of resumes along will not be considered responsive to any specific questions.

Seven (7) bound copies of the submittal, one (1) unbound, reproducible copy, and one CD (or other digital medium) containing a PDF copy must be submitted. Each submittal shall contain no more than 20 double-sided 8½" x 11" pages (not counting dividers, exhibits, and any relevant appendices). Font shall be no less than 10pt. All pages shall be numbered.

To be considered for selection, submittals must arrive at the location shown below by the date and time specified in Section V. Proposers who mail packages should allow ample delivery time to ensure timely arrival.

Submittals shall be placed in a clearly marked envelope, titled City of St. Helena Legal Services and hand-delivered or mailed to:

City of St. Helena
Office of the City Clerk
Attention: Cindy Tzaopoulos
1480 Main Street
St. Helena, CA 94574

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals shall not be considered. Proposals will not be accepted at any other location other than the address specified above. Faxed or emailed proposals will not be accepted.

Content

The content of your proposal should include the following in summary form:

- Part 1: Cover Letter, Executive Summary, and Consultant Identification and Team
- Part 2: Approach to Providing Legal Services
- Part 3: Current Practices/Conflict of Interest
- Part 4: Professional References
- Part 5: Compensation to Provide Services
- TOTAL: 100 points

PART 1 | COVER LETTER, EXECUTIVE SUMMARY, AND CONSULTANT IDENTIFICATION AND TEAM

In no more than three (3) pages the Cover Letter, Executive Summary, and Consultant Identification and Team shall include:

1. The names of the key members of the legal team with resumes and a summary of the following for each key member of the legal team:
 - a. Length of employment with the firm
 - b. Specialization
 - c. Legal training
 - d. Scholastic honors and professional affiliations
 - e. Date of admittance to California Bar
 - f. Years of practice
2. Municipal or local public sector experience.
3. Knowledge of, and experience with, California Municipal Law (years and state of other types of clientele represented).
4. Litigation experience and track record.
5. Knowledge and use of Alternative Dispute Resolution (ADR) techniques; ADR training and experience; and success record of advocacy in mediation and arbitrations.
6. Knowledge and practice of law relating to land use and planning, CEQA, NEPA, general plans, real estate, environmental issues, and other related law.
7. Experience in the area of personnel, workers' compensation, general liability, and employee relations.
8. Experience in the area of contracts and franchises; preparation and review of ordinances and resolutions.
9. Experience in the area of the Public Records Act, Brown Act, and Elections Code.

10. Experience with implementation of Electronic Document Management System and updating of Records Retention Schedule, automation processes, and procedures for conversion to paperless system (i.e. contract routing/signatures).
11. If the firm, or any of the attorneys employed by the firm, have ever been successfully sued for malpractice, been subject of complaints filed with the State Bar, or had discipline imposed by the State Bar. If yes, please provide information on the nature of the incident, the date on which the matter began and was concluded, and the result of the situation.
12. The mailing address, telephone number, and the name of the main point of contact for the legal team.
13. An acknowledgement of receiving any addendum(s) to the RFP document sent out by the City.

PART 2 | APPROACH TO PROVIDING LEGAL SERVICES

Please include a written response to the following questions:

1. Describe you anticipated approach to delivering high quality, cost effective legal services for the City of St. Helena. Please detail how you would fulfill the role of legal advisor to the City Council and City Manager, given that St. Helena is a relatively small agency.
2. Specify the individual that you propose for appointment as the City Attorney.
3. Specify the individual(s), if any, that you would propose as Assistant or Deputy City Attorney and/or who would be designated as competent, substitute/backup legal representation for the agency in the event of the absence or unavailability of the Attorney.
4. Describe your preferred working relationship with the City Council, City Manager, Department Heads, City Committees and Commissions, and other members of staff.
5. Please describe how you would propose to develop and maintain working knowledge of City operations:
 - a. Frequency of participation in management team/agenda preparation meetings;
 - b. Availability to personally consult with management team and Council members;
 - c. Coordinate Council meeting agenda work flow with City Manager and City Clerk; and
 - d. Provide training and consultation as appropriate.
6. Explain your proposed communication structure. Define the standard time frames for response by the Attorney to direction and/or inquiry from the City Council and City Manager. (Email, text message, and phone call.)
7. Specify intended office location and information regarding accessibility including hours and days of week for both emergency and regular contact.

8. Consistent with the City's established Policy P-CC-0001 *Management of Legal Services*, describe the systems/mechanisms that would be established for monthly reporting of status of projects, requests, and litigation. Describe the process for transmittal of requests and other material to Attorney. Provide samples of your proposed written litigation analysis and monthly reporting formats.
9. Describe you or your firm's proactive approach to educating and developing client (Council and staff) with the goal of helping them to comply with state and federal law and to prevent potential litigation. Please include samples from within the past 12 months of client training materials, training classes, newsletters, contract templates, and/or other approaches used by your firm (if any).
10. The City, prior to commencement of work, will require the firm/individual with which a contract is established, to provide evidence of appropriate professional liability insurance, errors and omissions insurance, and workers compensation insurance coverage as needed. Please indicate your ability to meet the insurance requirements as indicated in the Professional Services Agreement, Section 7.
11. The successful firm/individual must agree, if awarded a contract as a result of its proposal, to the indemnification provision in the Professional Services Agreement, Section 8. Please indicate your ability to meet this requirement.
12. The individual or firm selected must obtain a City of St. Helena business license.

PART 3 | CURRENT PRACTICES/CONFLICT OF INTEREST

1. List any political contributions of money, in-kind services, or loans made to any member of a City/City Council within the last three years by the applicant law firm and all of its attorneys, including the attorney being proposed to represent the City.
2. List all public clients for which you or your firm current provide services or are under retainer.
3. List all public clients for which you or your firm previously provided services over the last five years.
4. For the firm and/or the proposed attorney, demonstrate our continuing availability for providing legal services to the City based on your current or known future professional commitments.

PART 4 | PROFESSIONAL REFERENCES

Provide three professional and three personal references for the individual recommended for appointment as the City Attorney. Include with each the name, address, and work telephone number of the reference.

PART 5 | COMPENSATION TO PROVIDE SERVICES

It is anticipated that the firm/individual will propose a plan where basic services are provided under a fixed monthly fee or retainer and additional services billed at an agreed upon hourly rate. Basic services, for the purposes of this proposal, shall include those legal services generally understood within the field of municipal law to fall within the category of "general counsel" work as outlined in the requested scope of work. Please provide alternative compensation structure if not proposing this type of approach.

Include in your proposal the following:

1. Proposed fix monthly fee or retainer for basic services
2. Specific services to be included in the category of basic services
3. Proposed hourly rate for litigation and special services
4. Specific services to be in the category of "litigation", "additional", or "special" services
5. Specific expenses for which firm will claim reimbursement from the City including type and unit rate (i.e. rate for mileage, reproduction of documents, travel expenses, conference registration, if any, etc.)
6. Any additional charges or costs

The City utilizes a standard contract template for Professional Services Agreements (PSAs). In addition, the City Council has adopted policy P-CC-0001 Management of Legal Services, please specify whether you have any exceptions to the proposed terms and conditions of the PSA and Policy.

The City Council utilizes a standard evaluation form for its bi-annual evaluation of the City Attorney, please specify any concerns with the evaluation form.

VII. SELECTION PROCESS

The City Council has established an Ad Hoc committee of the City Council which will work with the City Manager to screen and review all proposals. Proposals will be carefully evaluated for:

1. Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in municipal government operations in a small municipal agency setting.
2. Capacity to perform legal services promptly and in a manner that permits the City Council and staff to meet established deadlines and to operate in an effective and efficient manner.
3. Degree of availability and process for quick response to inquiries that arise out of day-to-day operating questions or problems.
4. Degree of availability for on-site meetings with City Council, staff, and affected parties in a timely manner.
5. Degree to which firm and/or individual attorneys/counsel stay current through continued professional development and active communication with members of the municipal law field.
6. Use of ADR techniques.
7. Inclusion of all of the information and documents requested in this RFP.

8. Written communication skills.
9. Proactive approach to risk avoidance, training, and consultation.
10. Cost of services.

Qualifications and references of the top candidates based on proposal responses will be verified.

The selected consultant will be asked to enter into a Professional Services Agreement with the City of St. Helena and comply with the insurance requirements set forth therein.

Interviews by the full City Council of the top ranked proposers will be determined by City Council Ad Hoc Committee and City Manager. Based on the number and quality of applications, there may be a preliminary interview of selected firms by the Council Ad-Hoc Committee to recommend finalists for interview by the full City Council. These interviews are anticipated for the mid- to late-August time period. Participation in this interview process will be at no cost to the City.

The City Council will utilize the Ad Hoc Committee and City Manager to negotiate the terms and conditions of a contract outlining duties and compensation with the selected party, which must then be approved by formal Council action.

The City Council will award a Professional Services Agreement ("Agreement") to the firm and/or individual(s) to serve as City Attorney and will formally appoint the individual(s) to serve as City Attorney. The City Attorney shall serve at the pleasure of the City Council. The City Attorney is not a City employee and the City Council may terminate the appointment at any time, with or without cause based on the terms of the Agreement.

Legal services to the City are anticipated to begin on or shortly after September 10, 2019, upon award of a contract.

VIII. PROPOSAL TERMS AND CONDITIONS

1. EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition.

2. ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list, and said addenda will be uploaded to the City website. The City of St. Helena is not bound by any oral representations, clarifications, or changes made in the RFP by the City or its agents, unless such clarifications or change is provided in written addendum from the City of St. Helena.

3. DESIGNATED CONTACT

For the purposes of this RFP, the City Manager is designated as the contact person. Any questions concerning the scope of work and the selection process shall be directed to Mark Prestwich, at mprestwich@cityofsthelena.org. Any and all questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by June 28, 2019 by 4:00PM.

Responses to questions will be posted on the City's website, cityofsthelena.org/rfps, and will become part of the RFP. It is the consultant's responsibility to check the website for updates.

4. PUBLIC RECORDS

This RFP document and all submittals in response thereto are public records. Prospective consultants are cautioned not to include any material into the proposal that is strictly proprietary in nature.

5. PROPOSAL COSTS

All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

6. RESERVATION OF RIGHTS

The City reserves the right, for any reason, to accept or reject any one or more proposals; to request additional information concerning any proposals for purposes of clarification; to accept or negotiate the terms and specifications of the proposal, following the deadline for receipt of all proposals; to waive any irregularities, if such would serve the best interest of the City, as determined by the City Council; to modify any part of the RFP; or issue a new RFP.

The City Council wishes to retain the greatest latitude in its ability to change attorneys and/or law firms should that become necessary. The individual(s) appointed as City Attorney shall serve solely at the pleasure of the Council. The City Attorney is not a City employee and may be terminated at anytime by the City Council, with or without cause.

7. PRODUCT OWNERSHIP

Any documents resulting from the contract will be the property of the City.

8. PROFESSIONAL SERVICES AGREEMENT

All Proposers must identify in their proposal any terms and conditions of the sample Professional Service Agreement (Exhibit A) that they wish to negotiate. Insurance is required as outlined in Section 7 of the sample agreement.

9. CAUSES FOR DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

- Evidence of collusion among proponents;
- Any attempt to improperly influence any member of the evaluation panel;
- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.



REQUEST FOR PROPOSALS **for** **CITY ATTORNEY SERVICES**

September 2018

Important Dates:

Proposal Due Date: October 19, 2018
Selection Interviews: November 14, 2018
Award of Agreement: November 29, 2018
Agreement Start Date: March 1, 2019

Contact:

Heather Mc Laughlin, City Attorney
City Attorney's Office
250 East L Street
Benicia, CA 94510
Phone: (707) 746-4216
Fax: (707) 746-1196
Email: hmclaughlin@ci.benicia.ca.us

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INTRODUCTION

The City of Benicia (“City”) is requesting proposals from qualified law firms to provide City Attorney services and other legal services on a contract basis.

Background.

The City of Benicia, a San Francisco Bay waterfront community of 28,000, is known for its small town charm and quality of life and is home to numerous award-winning restaurants, schools and parks. Benicia is nestled on the east bay shoreline in southwest Solano County. The City encompasses 13 square miles and is located 35 miles northeast of San Francisco, and 57 miles southwest of Sacramento.

Benicia has a rich history in California. Founded in 1847 and the third California city to incorporate, Benicia served as the third State Capitol in 1853 and 1854. The City has more than 40 fully restored historic sites, which include the Benicia Capitol State Historic Park, Benicia Arsenal, and the original site of Mills College.

Recreation is a big part of the Benicia lifestyle. The area features miles of public shoreline, a marina and boat launches for fishing and sailing and the Benicia State Recreation Area. The City has a beautiful 50-acre multi-use community park and oversees an additional 156 acres of city parks. Benicia is the home to many internationally known artists and acclaimed glass and art studios; events and activities are held in Benicia throughout the year, which are enjoyed by residents and visitors, individuals and families. Benicia also has Northern California’s largest port-oriented industrial park, an expanding business park, and serves as a primary Bay Area center for auto imports.

The City of Benicia is a community with a high level of pride and concern for preserving the quality of life. Residents enjoy low crime, good schools, relatively affordable housing, and a wide range of cultural and recreational opportunities.

Benicia is a full service General Law City and operates under the Council-Manager form of municipal government. The Mayor is directly elected, as are the four Council Members, City Clerk, and City Treasurer, to four-year terms. The City Council appoints the City Manager and City Attorney. The City operates on a two-year budget cycle with a General Fund of approximately \$40 million and an all funds budget of almost \$70 million. Approximately 220 fulltime employees serve in the city departments of Administration, Police, Fire, Finance, Public Works, Community Development, Library and Cultural Services, and Parks & Community Services. The Public Works Department includes the water treatment facility as well as a wastewater treatment facility. The Parks and Community Services Department also operates the City Cemetery.

The City’s Mission is to provide excellent service. The Vision is to work together to build a sustainable community and enhance the City’s overall quality of life. The City’s Values and

Guiding Principles are: integrity, inclusiveness and collaboration, respect, responsiveness, and teamwork.

Purpose of the Request.

The current City Attorney has announced her intention to retire from the City in March of 2019. The City desires to obtain the services of a law firm experienced in municipal law to fill the role of City Attorney. Qualified firms with at least five (5) years of municipal law experience are invited to submit written proposals to provide city attorney services. It is the City's preference that the designated City Attorney have at least 10 years of municipal law experience.

The City Attorney is expected to provide a wide range of legal services to the City. The City Attorney is selected by the City Council and will work closely with the City Manager and other City staff. The person appointed as City Attorney shall serve at the pleasure of the Council. The City Attorney will not be a City employee.

SCOPE OF SERVICES

Attached, as Appendix A, is a list of major work tasks that should be accomplished as part of the scope of work. The proposer is asked to define the approach and the specific scope of work and methodology to achieve the objectives presented in this Request for Proposal ("RFP"). The proposer should include a refined scope of work by developing a detailed description of all project tasks, both those suggested in this RFP and any changes, additions or recommendations the proposer suggests.

PROPOSAL FORMAT

All proposals shall include the following minimum information:

Approach.

A short discussion of the intended approach to the project that demonstrates the proposer's understanding of the issues and tasks and the proposer's ability to address them.

- Explain why the law firm is the best suited to perform the City Attorney duties.
- Describe the response time we can expect from the City Attorney to inquiries made by the City Council, City Manager and staff.

Description of Law Firm, Management and Team Members.

A description of the law firm, its history, and a work plan that identifies the personnel to be assigned to each task. The law firm description should clearly identify who will be the City Attorney, and the day-to-day contact person for the work, if different. Specify the individual(s), if any, that you would propose as Assistant or Deputy City Attorney and/or who would be

designated as competent, substitute/backup legal representation for the City, in the event of the absence or unavailability of the City Attorney.

The overall capabilities, qualifications, training, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City including, but not limited to:

- Name of individual(s) with resume(s) and length of employment with firm;
- Specialization, legal training and years of practice and years of public sector practice;
- Municipal or other local public sector experience and knowledge of California Municipal Law;
- Knowledge and practice of law relating to land use and planning, CEQA, NEPA, general plans, real estate, environmental issues, hazardous waste and other related law;
- Experience in the area of personnel, workers' compensation, general liability and employee relations;
- Experience in the area of drafting and interpreting contracts and franchises, including public works contracting and prevailing wage matters;
- Experience in the area of municipal code enforcement;
- Experience in the preparation and review of ordinances and resolutions;
- Experience in conflict resolution, managing disputes, and anticipating legal issues; and
- Experience in the area of the Conflicts of Interest, Public Records Act, the Brown Act, and the Elections Code.

Law Firm Clients and Projects.

A list of major clients or projects, both ongoing and planned, to which the law firm is committed during the time frame of this project should be provided. Include the staff resources devoted to those projects and the status of the projects.

- Identify all public clients for whom the law firm currently provides a significant amount of legal services. Identify any foreseeable or potential conflicts of interest that could result from such representation and the way you would propose to resolve such conflicts.
- Identify all private clients for whom the law firm currently provides a significant amount of legal services. Identify any foreseeable or potential conflicts of interest that could result from such representation and the way you would propose to resolve such conflicts.
- Identify all situations in the last ten (10) years in which the law firm has been adverse to public entities, either in litigation or administrative matters.
- If the law firm or a lawyer who is proposed to be on the Benicia team has been dismissed, fired, or the agreement has not been renewed in the last 5 years, please explain the circumstances.

Additional Services.

Currently, the City Attorney provides open government training and risk management services for the City. Identify other services the law firm can provide and identify which are subject to additional costs to the City and which are not subject to additional costs.

- Identify the types of in-service training (such as open government, ethics and AB 1234, commission roles and responsibilities, how to conduct performance evaluations, harassment, etc.) your firm is capable of providing.
- Identify risk management and insurance review services your firm is capable of providing.

Proposed Budget.

Billing proposals should consider the Scope of Work and hourly involvement by each law firm member. Describe how your firm will aid the City in remaining within the adopted legal services budget. Specify how long the prices quoted will be binding.

The system of proposed compensation shall be in one of three formats.

1. The law firm proposes an hourly rate(s) for all work, including meeting attendance;
2. The law firm proposes a billing system where some services (“basic services”) such as attendance at City Council and Planning Commission meetings (or other work) are billed at a fixed cost such as a per meeting fee and other services (“special services” are billed at the proposed hourly rate(s); or
3. The law firm proposes all work is billed at a fixed monthly cost.

For the purposes of this RFP, please refer to the definitions below and Appendices G and H for what work the City would consider basic services or special services. This list is not exhaustive, and the City is open to moving items between the defined categories.

Basic services. Basic services, for the purposes of this proposal, shall include those legal services generally understood within the field of municipal law to fall within the category of “general counsel” work, and shall include, but not necessarily be limited to, the following:

- a) Attendance at all meetings of the City Council (including regular sessions, closed sessions, and as needed work sessions). Regular sessions of the City Council are normally held on the first, third and occasionally fourth Tuesdays of each month commencing at 7:00 p.m. for the regular meeting with closed session typically held in advance of the meeting;
- b) Attendance at the monthly Planning Commission and various Council-appointed Board or Commission meetings on an as needed basis and/or as directed by the City Council or City Manager;
- c) Review and/or preparation of ordinances, resolutions, orders, agreements, contracts, forms, notices, declarations, certificates, deeds, leases, and other documents required by the City;
- d) Consultation with the City Council Members, City Manager, and City Department Heads and Staff as needed – rendering of legal advice and opinions concerning legal matters that affect the City, including new legislation and court decisions. Perform research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the City Council and City Department Heads on legal matters pertaining to City operations;

e) Legal work pertaining to property acquisition, property disposal, public improvements, public rights of way and easements, and matters relating to public utilities;

f) Coordinate the work of outside counsel as needed and as directed by the City Council or the City Manager;

g) Regularly scheduled office hours a minimum of two days per week at City Hall at times and on weekdays to be mutually agreed upon, to allow for direct interaction with the City Manager and Department Heads;

Special Services. Special services are those provided on an as-needed basis when directed by the City Council or City Manager. These special services, anticipated to be provided at a specified hourly rate, include research, preparation, and follow through on various types of specifically requested special services matters. If the firm proposes to provide litigation services to the City, provide the hourly rates and other terms that would apply.

All inclusive fixed monthly costs. Under this structure nearly all of the City's legal needs would be provided under a fixed cost. Specify what work, if any, would be excluded from the fixed cost.

Reimbursable expenses. Specific expenses for which firm will claim reimbursement from City including type and unit rate (i.e. rate for mileage, reproduction of documents, travel expenses, conference registration, if any, etc.)

Contract terms impacting budget. Specify any proposed term and/or condition that will impact the budget including length of contract, insurance requirements or other items.

References, Related Experience and Examples of Work.

Provide at least five (5) recent municipal client references with contact information. Specify the client, location, consultant firm members and participating individuals and their roles on team (principal, project director, etc.), type of work, and other relevant information to allow detailed reference checks.

Provide written samples of an ordinance, resolution, staff report, and litigation memo to Council. Please provide information on a particularly unique or controversial issue that the firm addressed and how the issue was resolved.

SELECTION PROCESS

Qualifications.

All proposals received by the due date will be evaluated by the City. Only information which is received in response to the RFP or any subsequent interview will be evaluated. The City will judge the responses of each proposing firm in several critical areas. Selected proposers may be invited to an oral interview.

Selection Criteria.

The City will select the most qualified proposal based on the following factors. Responses to the RFP should address the qualities and indicators that are listed below:

1. *Ability of the Law Firm to Design an Approach and Work Plan to Meet the City's Requirements.*

An assessment of the overall quality of the proposal and responsiveness to this RFP. Qualities and indicators that will receive consideration include:

- The law firm's demonstrated understanding of the Scope of Services;
- The detail and clarity of the discussion as to the law firm's approach;
- The specific individual designated to serve as City Attorney;
- The proposed solutions to the specific legal needs of the City such as affordable housing, subdivision and sign ordinance updates, the Arsenal, the Port and district elections;
- The law firm's performance in identifying any special problems or concerns which may be associated with the project and preliminary ideas about how these obstacles should be addressed;
- Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in municipal government operations;
- Range and quality of services provided by the firm;
- Capability to perform legal services promptly and in a manner that permits the City Council and staff to meet established deadlines and to operate in an effective and efficient manner;
- The cost of services;
- The inclusion of any unique or innovative approaches which are designed to save time and money or increase the benefits or effectiveness of the proposed services;
- The demonstrated ability to work with governmental bodies, businesses and residents;
- The philosophy on when to settle and when to litigate and best strategies for avoiding problems especially those not covered by insurance; and
- A full understanding of applicable laws or regulations that relate to the City.

2. *Ability of the Law Firm to Carry Out and Manage the Proposed Project.*

An assessment of the experience of the law firm in general. Qualities and indicators that will receive consideration include the number and types of clients and projects the law firm or its employees have completed; the variety of projects completed and a demonstration of the law firm's ability to undertake this project; the general level of experience in the areas of supervision, observing and monitoring projects; the law

firm's ability to realize timetables and quality control objectives; and the demonstrated general ability to bring about a successful completion of the projects under the proposer's direction.

3. *Capabilities of the Law Firm.*

Assessment of the capabilities of the organization and individuals that will be engaged in the project. Qualities and indicators that will receive consideration include the individual professionals who will be working on each task; the various professional, technical, and educational achievements and registration/licenses of the law firm and individuals involved; the applicable experience of the proposed assigned staff; and the specific experience gained on similar projects.

4. *Current Workload of the Law Firm.*

An assessment of the perceived ability of the law firm to devote the necessary human resources and management attention to the work. Qualities and indicators that will receive consideration include the number and size of other clients and projects presently being performed by the law firm and the assigned staff; the status of existing clients or projects; the past ability of the law firm to deliver projects on a timely basis; and the nature of the existing projects that are behind schedule or past the completion date.

5. *The Proposer and/or Team's Proximity to the City.*

An assessment of the geographic proximity to the City; the location of the office from which the City Attorney will be based; the perceived response time and general availability of the proposer's management to be on site; the perceived effect that the law firm's location will have on price and the ability of the law firm to provide services in a timely manner; and the availability of special travel or communication plans which would effectively mitigate any difficulties associated with location.

6. *Willingness to Comply with the Proposed Agreement Terms.*

A sample agreement is attached. Proposals will be rated based on the exceptions taken to the proposed agreement.

7. *Cost of Proposal.*

Cost, while not determinative, may be considered in the selection process.

PROPOSAL DUE DATE, DELIVERY AND AWARD

Proposed Selection and Project Schedule.

RFP Release Date: September 5, 2018

Proposal Due Date: October 19, 2018

Ad Hoc Committee Review: By November 2, 2018
Selection Interviews: November 14, 2018
Award of Agreement: Special Meeting November 29, 2018
Agreement Start Date: March 1, 2019

Delivery.

Law firms or individuals interested in submitting proposals for City Attorney shall submit:

- One (1) flash drive or disk;
- One (1) original hard cover-bound proposal marked "ORIGINAL"; and
- Eight (8) hard-cover bound copies, (marked copy)

on or before the Submittal Deadline of the proposal, with a proposed contractual agreement, in a sealed envelope bearing the caption "*City of Benicia - City Attorney Proposal.*"

The proposals shall be delivered no later than:

4:00 p.m. October 19, 2018

to the address below. All copies received by that time will be date and time stamped. Proposals will not be accepted after this time. Proposals should be addressed to:

Heather Mc Laughlin, City Attorney
City Attorney
250 East L Street
Benicia, CA 94510

Faxed, PDF/scanned, emailed proposals **will not** be accepted. Hand carried proposals will be accepted at the above address.

Award of Contract.

It is anticipated that any award of an agreement for services will be made by the City Council at a special meeting on November 29, 2018.

CONDITIONS OF REQUEST

General Conditions.

The City reserves the right to cancel or reject all or a portion or portions of the Request for Proposal without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a proposal. The City reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto.

The City also reserves the right to reject any sub-consultant or individual working on a consultant team and to replace the sub-consultant or individual with a mutually acceptable replacement.

Any changes to the proposal requirements will be made by written addendum.

Liability of Costs and Responsibility.

The City shall not be liable for any costs incurred in response to this Request for Proposal. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City of Benicia.

The law firm will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The law firm and the person identified as the City Attorney will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Public Nature of Proposal Material.

Responses to this Request for Proposal become the exclusive property of the City. At such times as a formal recommendation to award an agreement to one of the proposers is made to the City Council, all submittals received in response to this Request for Proposal become a matter of public record and shall be regarded as public records, with the exception of those elements in each submittal which are defined by the proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the California Public Records Act. Any submittal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City will provide the proposer who submitted the information with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction.

Validity.

The proposer agrees to be bound by its proposal for a period of ninety (90) days commencing from the date proposals are due, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified.

Standard Agreement.

A sample agreement has been provided as Appendix B for the proposer's review and comment. If a proposer wishes to take exception to any of the terms and conditions contained in the consultant agreement, these should be identified specifically; otherwise, it will be assumed that the proposer is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. The City will consider such exceptions as part of the evaluation process, which may constitute grounds for rejection of the proposal. The agreement will not be executed by the City without first being signed by the proposer.

Permits and Licenses.

Proposer, and all of proposer's sub-consultants, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, which will be required in connection with the performance of services hereunder.

Oral and Written Explanations.

The City will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after award become binding only when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all proposers who received this Request for Proposal.

Proposer's Representative.

The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

Insurance.

General liability, automobile, professional liability, and worker's compensation insurance are required in the amount set forth in Appendix C "Summary of Indemnity and Insurance Requirements".

AVAILABILITY OF DOCUMENTS

Copies of the most recent year end statistics for the City Attorney's office are available on the City Attorney's webpage at www.ci.benicia.ca.us under the Legal Aid section and then reference material.

Appendices:

- A. Major Work Tasks
- B. Standard Contract
- C. Summary of Indemnity and Insurance Requirements
- D. Certification of Proposal
- E. Business Information Form
- F. Cost Proposal Form
- G. Worksheet Retainer Services
- H. Worksheet Other Services

Appendix A: Scope of Work

The City Attorney is appointed by and reports to the City Council. The City Attorney is the chief legal counsel for the City of Benicia and, as such, is responsible for advising on all legal matters. The primary responsibilities the City will require of its City Attorney shall include, but not be limited to, the following:

- Represent and provide legal advice and consultation on a daily basis to the City Council, City Manager and City Staff as requested or required. Contacts are usually made by email or telephone and same-day response is typically expected.
- Attend at least two to three regular City Council meetings per month and be prepared to advise the Council on matters on the agenda as well as procedural or substantive issues that arise during the meeting. Attendance at monthly Planning Commission is required and attendance at Open Government Commission meetings. Attendance Civil Service Commission or other City meetings as required when requested.
- Coordinate and manage the services and costs of all outside legal counsel within budgetary limits as approved by the City Council.
- Recommend policies and procedures that comply with the requirements of the law.
- Keep the City Council informed of legislation or judicial opinions that have potential impact to the City.
- Prepare, review and revise staff documents, including, but not limited to, initiation of memorandums concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions on appeal, and staff reports for the legal support of City functions and duties.
- Provide staff assistance, legal research and counseling related to the acquisition or sale of property, preparation of leases, deeds and easements, agreements, utility franchise agreements, operations governed by law, liability situations, grant guidelines, pension law, personnel, employee relations and other matters as necessary requiring legal advice.
- Interpret the City's Municipal Code and prosecute misdemeanor and ordinance infractions as necessary.

- Provide guidance concerning the requirements of the Brown Act, Conflict of Interest (AB 1234), the Political Reform Act, the Public Records Act, due process and other legal requirements imposed by statute and common law.
- Represent the City in litigation not covered by the City's self-insured risk pools.
- Provide legal advice and assistance to operating departments, assist in notice of disciplinary actions and provide advisory service to the personnel.
- Research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the City Council and management staff on legal matters pertaining to City operations.
- Represent the City before other governmental bodies and agencies to promote the interest of the City.
- Oversee coordination with special legal counsel on all City litigation as directed by the City Council and/or City Manager.
- Maintain legal files and provide the Legal Technician copies of pertinent pleadings and orders in all litigation the City Attorney is handling for the City.
- Perform other legal duties as may be required by the City Council as may be necessary to complete the performance and functions mentioned above.

Appendix B: Proposed Agreement

ATTORNEY SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Benicia, a municipal corporation herein referred to as "City," and _____, an LLC. engaged in the practice of law in the State of California, herein called "Law Firm."

WHEREAS, the City desires to engage Law Firm to perform the duties of the office of the City Attorney;

WHEREAS, the city attorney of the City of Benicia is the chief legal advisor and litigator for the City and is charged with the responsibility of protecting the interest of the City, its directors, officers, employees and agents in any litigation initiated by or against the City, its Council, officers, employees and agents as provided for by California law and the ordinances of the City; and

WHEREAS, Law Firm certifies that its attorneys and staff have the skills, qualifications, ability, background, certifications, licenses, knowledge and experience necessary to provide city attorney services on the terms and conditions described herein.

WITNESSETH:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 Scope of Services.

Law Firm is to perform the duties of City Attorney and to provide all necessary legal services as may be required from time to time by City as set forth in Exhibit A which is attached hereto and incorporated herein by reference. Law Firm shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction and supervision of the City Council. Law Firm shall coordinate services hereunder with the City Council or its delegee and that all performances required hereunder by Law Firm shall be performed to the satisfaction of the City Council. Nothing in this agreement shall limit City's authority pursuant to California Government Code section 36505 to appoint a different city attorney. Nor shall this agreement limit City's authority under California Government Code section 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters.

2.0 Time of Performance.

The services of Law Firm are to commence upon March 1, 2019 and shall continue until this Agreement is amended or terminated. Work shall be undertaken and completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care.

3.0 Compensation, Reimbursement and Methods of Payments.

3.1 Compensation to be paid to Law Firm shall be in accordance with the Schedule of Charges set forth in Exhibit B, which is attached hereto and incorporated herein by reference. The schedule of charges shall set forth how long the prices are valid.

3.2 Unless otherwise agreed, Law Firm shall provide monthly bills unless charges for a particular month are insignificant. The following information must be provided in monthly bills:

A. A detailed description of work, in time increments of .1 hour (one tenth of an hour) for and by each and every individual billing services. Law Firm shall keep the City advised regarding the identity and the billing rates of those people who work on the account. General information sufficient to identify the work being done shall be provided if services are provided on a fixed cost basis.

B. Identification of the lawyer who is in charge of the matter.

C. Detailed disbursement breakdowns, including the nature and purpose of each disbursement.

D. Each billing item will be separately stated on a separate line identifying the biller, the time spent, and the exact nature of the service rendered.

E. Where charges are made for research time, the specific issue being researched, and the need will be identified. City has retained Law Firm for Law Firm's expertise, and therefore expects not to be billed for introductory or background research. The City will not pay for attorneys, law clerks and paralegals educating themselves or doing work of a transient nature on the case.

4.0 Engagement of Other Counsel, Specialists or Experts.

Law Firm will not engage or otherwise incur an obligation to pay other counsel, specialists or experts for services in connection with this Agreement without the prior written approval of the City Council or City Manager.

5.0 Termination of Agreement and Legal Services.

This Agreement may be terminated by the City immediately with or without cause. Law Firm may terminate the agreement upon thirty (30) days' written notice of termination.

In such event, all finished or unfinished documents, project data and reports, both originals and all duplicate copies, in all forms and media requested by the City, shall immediately be turned over to the possession of City, which owns all such materials. In the

event of such termination, Law Firm shall be paid for all satisfactory work, unless such termination is made for cause, in which event compensation, if any, shall be adjusted in the City's sole discretion in light of the particular facts and circumstances involved in such termination.

6.0 Performance Review.

City and Law Firm agree that periodic performance evaluations are an important means by which the City Council and Law Firm may ensure effective communication regarding expectations and performance. During the first year of the Term of this Agreement, the City Council shall conduct a six-month performance evaluation in September 2019. Thereafter, City shall annually review the performance of Law Firm every March; provided, however, a mid-term performance evaluation shall be conducted upon the request of either party. The performance evaluation shall be subject to a process, form, criteria, and format to be determined by the City Council with input from Law Firm, which the City Council may choose to accept or reject. Nothing herein shall prevent the City Council from conducting a performance evaluation of Law Firm as often as it deems necessary under the circumstances.

7.0 Ownership/Retention of Documents, Books and Records.

7.1 All writings prepared by Law Firm in the course of implementing this Agreement, except working notepads, preliminary draft and internal firm documents, are the property of the City.

7.2 Law Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of payment to Law Firm under this Agreement.

7.3 Law Firm shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination of this Agreement.

7.4 Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit by the City Manager, City Auditor or designated City Councilmember(s), at any time during regular business hours, upon written request by the City Council. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Law Firm's address indicated for receipt of notices in this Agreement. Nothing herein shall require or permit the release or inspection of any privileged document without the express written waiver of such privilege by the City Council.

7.5 Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Law Firm's business, City may, by written request by any of the above-named officers, require that custody of the records

be given to the City and that the records and documents be maintained at City Hall.

8.0 Interest of Members of Local Public Agency.

No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any discretion, function or responsibility in connection with the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

9.0 Adverse Interest of Counsel.

Law Firm agrees to secure the informed written consent of the City Council before accepting any representation adverse to the City (actual or apparent) during the term of this Agreement, and to forego such representation if the City Council, in its sole discretion, objects for any reason.

10.0 Conflict of Interest.

Law Firm certifies that no member, officer or employee of the Law Firm is an officer or employee of the City of Benicia except to the extent permitted by law.

Law Firm (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Law Firm's services hereunder. Law Firm further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

11.0 Prohibited Interests.

Law Firm maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Law Firm, to solicit or secure this Agreement. Further, Law Firm warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Law Firm, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

12.0 Professional Ability of Law Firm.

City has relied upon the professional training and ability of Law Firm to perform the services hereunder as a material inducement to enter into this Agreement. Law Firm shall

therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Law Firm under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Law Firm's field of expertise.

13.0 Compliance with Laws.

Law Firm shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations. Law Firm represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Law Firm to practice its profession. Law Firm represents and warrants to City that Law Firm shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Law Firm to practice its profession, including a City Business License.

14.0 Indemnity.

Law Firm agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

15.0 Assignment and Subcontracting.

The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Law Firm. Law Firm shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Law Firm under this Agreement will be permitted only with the express consent of the City Council. Law Firm shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Law Firm shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

16.0 Authority to Enter Agreement.

Law Firm has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

17.0 Choice of Forum.

The parties hereby agree that this Agreement is to be enforced in accordance with the laws of the State of California, is entered into and/or is to be performed in the City of Benicia and that all claims or controversies arising out of or related to performance under this Agreement shall be submitted to and resolved in a forum within the County of Solano at a place to be determined by the rules of the forum.

18.0 Insurance.

Law Firm shall procure and maintain, at its sole cost and expense, comprehensive general liability and property insurance, including automobile and excess liability insurance, and professional liability insurance against all claims for injuries against persons or damages to property resulting from Law Firm's negligent acts or omissions arising out of or related to Law Firm's performance under this agreement. The coverages and minimum limits are set forth in Exhibit B.

19.0 Notice.

Written communications and invoices under this agreement shall be addressed as follows:

If to CITY:	City Clerk City of Benicia 250 East L Street Benicia, CA 94510
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If to LAW FIRM:

20.0 Nondiscrimination.

Law Firm shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated.

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Law Firm agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Law Firm or Law Firm's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated. Law Firm agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

21.0 Independent Contractor.

In the performance of the services in this Agreement, Law Firm is an independent contractor and is not an agent or employee of City. Law Firm, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit City to any decision or course of action, and shall not represent to any person or business that they have such power. Law Firm has and shall retain the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting Law Firm in the performance of said service hereunder. Law Firm shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

22.0 Amendment.

Except as otherwise stated herein, any and all obligations of City and Law Firm are fully set forth and described in this Agreement. Any changes in this Agreement, including any increase or decrease in the amount of compensation or any change in the term, which shall be mutually agreed upon by and between City and Law Firm, shall be set forth in written amendments to this Agreement. Amendments to this Agreement shall be executed by the Mayor.

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IN WITNESS WHEREOF, the City and Law Firm agree as set forth hereinabove
as of the date last set forth below.

INSERT LAW FIRM

CITY OF BENICIA

By: _____
Name, Position

By: _____
Elizabeth Patterson, Mayor

Dated: _____

Dated: _____

ATTEST:

By: _____
Lisa Wolfe, City Clerk

Exhibit A: Scope of Services
Exhibit B: Insurance

Appendix C: Summary of Indemnity and Insurance Requirements for Non-Design Professionals

Please provide a copy of these indemnity and insurance requirements to your insurance broker or insurer to confirm compliance

INDEMNIFICATION

(a) Law Firm agrees to indemnify, release, defend and hold harmless the City, its officers, agents and employees ("indemnitees") from and against any and all claims, demands, losses, defense costs or liability of any kind or nature which indemnitees may sustain or incur or which may be imposed upon them for injuries to or death of persons, or damage or injury to property as a result of, arising out of, or in any manner connected with Law Firm's performance under the terms of this Agreement. Law Firm or any approved Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not be in any way be limited by, the insurance obligations contained in this Agreement.

(b) Further, Law Firm will indemnify City, and hold it harmless, from an assertion that as a result of providing services to City, Law Firm or any of its employees or persons performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems. Notwithstanding the foregoing, however, Law Firm's obligations for any payments to such claimant shall be limited to those payments which City may be required to pay.

INSURANCE

(a) Without limiting Law Firm's indemnification, it is agreed that Law Firm shall maintain in force at all times during the performance of this contract, the following types of insurance providing coverage on an "occurrence" basis. Said insurance shall name the City, its officers, agents and employees as additional insureds. Evidence of said insurance shall be delivered to City at the same time Law Firm signs this Agreement in certificate forms acceptable to the City.

☒ Commercial general liability and property damage insurance. Coverage: at least \$1,000,000 per occurrence. If commercial general liability insurance or other form with a general aggregate limit shall apply separately to this Project/location, the general aggregate limit shall be at least twice the required occurrence limit.

☒ Automobile insurance for the vehicle(s) Law Firm uses in connection with the performance of this Agreement. Coverage: at least \$1,000,000 per occurrence for bodily injury and property damage.

☒ Worker's Compensation insurance to cover its employees as required by the Labor Code of the State of California. Law Firm's worker's compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the City, its officers and employees when acting within the scope of their appointment or employment." In the event any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation Statutes, the Law Firm shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.

☒ Errors and Omissions insurance. Coverage: at least \$2,000,000 each occurrence, at least \$2,000,000 policy aggregate.

(1) The limits of insurance required in the contract 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 noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(2) It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the broader coverage and maximum limits specified in this contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(3) The insurer waives all rights of subrogation against the City, its elected or appointed officials, officers, employees or agents.

(4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

(5) The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty days written notice has been received by the City.

(b) Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

(1) The City of Benicia, its elected or appointed officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Law Firm, including materials, parts or equipment furnished in connection with such work or operations.

(2) This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it. The Additional Insured coverage shall be at least as broad as CG 20 01 04 13.

(3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

(c) In the event Law Firm desires to hire or employ any other company or person to perform any part of the services contemplated herein, the written approval therefore must be first obtained from the City. The City may withhold such approval for any reason. If approval is given by the City, Law Firm shall secure and provide City evidence securing said Worker's Compensation insurance covering said approved employee(s) in statutory amounts and providing 30 days' advance notice to City in the event said policy is canceled.

(1) Should the City approve the hiring or employment of another company or person as a Subcontractor, Law Firm agrees to include with all subcontractors in the subcontract the same requirements and provisions of this contract including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by the Law Firm agree to be bound to Law Firm and the City in the same manner and to the same extent as Law Firm is bound to the City under the Contract Documents. Subcontractor further agrees to include these same provisions with any subcontractor. A copy of the City's Contract Document indemnity and insurance provisions will be furnished to the Subcontractor upon request. The Law Firm shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to the commencement of any work and will provide proof of compliance to the City.

(2) Any approved Subcontractor agrees to be bound to the Law Firm and City in the same manner and the same extent as Law Firm is bound to the City under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this Contract, including the indemnity and insurance requirements, with any City approved subcontractor to the extent they apply to the scope of subcontractor's work.

(d) Deductibles and Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to the City's Risk Management for approval and shall not reduce the limits of liability. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects the City, its officers, officials, agents, employees and volunteers; or Law Firm shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any self-insured (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City. The City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

Appendix D: Certification of Proposal

- The undersigned hereby submits its proposal and, by so doing, agrees to furnish services to the City in accordance with this Request for Proposal and to be bound by the terms and conditions of the RFP.
- This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is solely responsible for such errors or omissions.
- It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informal or irregularity in any proposal received by the City.
- The proposal includes all components, figures and dates required by this Request for Proposal.
- This firm has carefully read and fully understands all of the items contained in this Request for Proposals. This firm agrees to all of the requirements of the RFP.
- The City is not responsible for any cost associated with preparing the Proposal.

Date: _____

Name of Firm: _____

Authorized Signature: _____

Print/Type Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Appendix E: Business Information Form

Business Contact Information:

Name of Firm: _____

Address: _____

City/State/Zip Code: _____

Telephone: _____

Fax: _____

Email: _____

Website: _____

Federal Tax Number: _____

Number of Years in Business: _____

Number of Employees: _____

Does the firm/business maintain amounts of insurance specified by the City? Yes No

Are there any claims that are pending against any insurance policies? Yes No

If yes, describe: _____

Has the firm/business been in bankruptcy, reorganization, or receivership in the last five (5) years? Yes No

Has the firm been in business for at least five (5) years?

Has the proposed designated City Attorney practiced municipal law a minimum of ten (10) years? Yes No

Is each of the proposed attorneys accredited and in good standing with the State Bar of California? Yes No

Business Classification: Corporation Partnership Individual

If a Corporation:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

If a Partnership:

Date of Organization: _____

Name of all Partners: _____

—

Appendix F: Cost of Proposal Form

Proposer

Name of Firm: _____

Address: _____

Name of Contact: _____

Phone Number: _____

Email Address: _____

Hourly Rates (no retainer)

Estimated average hours per month: _____ Hourly Rate: \$ _____

Total cost for services per month: \$ _____

Monthly Retainer

Estimated average hours per month: _____ Hourly Rate: \$ _____

Total cost for services included in monthly retainer: \$ _____

Add-On Hours Outside of Monthly Retainer:

List of Personnel	Hourly Rates
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

Reimbursable and/or Other Costs:

Please define the types and unit rates for expenses (i.e. mileage, reproduction of documents, faxed documents, processing charges, etc.) if any:

Appendix G: Cost of Proposal Worksheet:
Monthly Retainer Fee Services – no limitation on hours

Services		Provided by Firm		Included in Retainer		Title of Person Performing Service
		Yes	No	Yes	No	
1.	Attendance at regular meetings of City Council and Planning Commission.					
2.	Telephone consultation and e-mails with Executive Team, City Manager and City Council.					
3.	Review of every agenda item prior to its review by City Manager and inclusion on agenda.					
4.	Review and approve Minutes of City Council and Planning Commission meetings.					
5.	Review agendas for all City meetings (City Council, Planning Commission).					
6.	Review public hearing notices.					
7.	Review Planning Commission staff reports.					
8.	Review all tort claims received by City and provide direction in coordination with PLAN/York representatives.					
9.	Review and approve Risk Management and Administrative Policies.					
10.	Review and approve Requests for Proposals for various City projects.					
11.	Review and approve destruction of documents per the Council approved retention schedule.					
12.	Review all public records requests as they come in. Review responsive documents where a determination as to public record and or privilege needs to be made.					
13.	Review all contracts with third party providers and other agencies.					
14.	Prepare resolutions and ordinances of a routine nature.					
15.	Provide annual training on topics such as Open Government, AB 1234 and AB 1825.					
16.	Review and approve public records request and records destruction requests.					
17.	Correspondence as necessary.					
18.	Advise on strategy and anticipation of issues.					

Appendix H: Cost of Proposal Worksheet: Other Services

Services		Provided by Firm		Included in Retainer		Title of Person Performing Service
		Yes	No	Yes	No	
1.	Attendance at and advice to other Boards and Commissions.					
2.	Litigation – cases not covered by PLAN. Monitor and strategize with outside counsel in litigation and personnel/labor matters.					
3.	Respond to Pitchess motions seeking Police personnel records.					
4.	Attendance at special City Council and Planning Commission meetings. Attendance at Closed Sessions.					
5.	Work on major issues such as affordable housing, subdivision and sign ordinance updates, the Arsenal, the Port and district elections.					
6.	Work on economic development incentive arrangements with developers. Exclusive Negotiating Agreements, Disposition and Development Agreements, Developer Agreements, etc.					
7.	Open Government- Farmers Market Support, Candidates Forum					
8.	Legal services for Code Enforcement. Consultation with staff, correspondence, meetings, preparation of complaints, court appearances as necessary.					
9.	Review of plans, specifications and proposed construction agreements for CIP projects.					
10.	Review of CC&Rs for approved projects.					
11.	Work on major projects for which City receives a deposit and charges staff and consultant time to the projects—example: hotels.					
12.	Collections for damage to city property.					
13.	Legal services for labor negotiations and personnel matters.					

CITY OF CLEARLAKE
REQUEST FOR PROPOSALS
CITY ATTORNEY SERVICES
APRIL 2014



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I. GENERAL INFORMATION

A. Introduction

The City Council of the City of Clearlake (City) invites interested firms and attorneys to submit written proposals to provide City Attorney services. The City Attorney is selected by and serves at the pleasure of the City Council and works closely with the Council, City Manager and other City staff. As City Attorney, the selected law firm or attorney will be expected to provide a wide range of legal services to the City. The City is considering a contract with a five (5) year term. Upon mutual written agreement of the parties, the contract may be extended for three (3) additional two-year terms. Successful past performance during the initial contract period will be a critical factor in any decision to grant an extension.

B. City of Clearlake

The city of Clearlake was incorporated in 1980 as a General Law city and operates as a Council/City Manager form of government with five councilmembers elected at large. Sitting on the south end of Clear Lake, the city encompasses 10.5 square miles and has a current population of 15,192. Clear Lake is the largest in-land body of water in the state offering boundless recreational opportunities. As one of two incorporated cities in Lake County, the city enjoys a rural, informal lifestyle yet is conveniently located to the Bay Area, the Sierra Nevada and Pacific Coast.

The city provides a range of municipal services that include: administration, planning, building inspection, engineering, public works and finance. The Lake County Fire Protection District provides fire services. Water and sewer services are provided by independent special districts.

Additional information about the City of Clearlake is available at www.clearlake.ca.us

C. Proposed Time Schedule

RFP Distributed	April 28, 2014
Proposal Submittal Deadline	May 15, 2014 by 5:00p.m.
Ad Hoc Committee Review	May 19 – May 22, 2014
City Council Interview with Finalists	Week of May 29, 2014
Award of Contract	June 12, 2014
Contract Effective Date	June 17, 2014

The City reserves the right to modify any of the dates in the Proposed Time Schedule as deemed necessary.

D. Submittal Guidelines & Deadline

Firms or attorneys interested in submitting proposals for City Attorney shall submit one (1) original unbound proposal marked "ORIGINAL", eight (8) bound copies (marked "COPY"), and one electronic version in PDF format on CD or flash/zip drive on or before the Submittal Deadline of the proposal, with a proposed contractual agreement, in a sealed envelope bearing the caption **"City of Clearlake- City Attorney Proposal"** and **"DO NOT OPEN WITH REGULAR MAIL."** The Letter of Transmittal portion of the proposal must bear original signature(s). The envelope shall be addressed to:

Joan Phillipe, City Manager
City of Clearlake
14050 Olympic Drive, Clearlake, CA 95422

Proposals must be delivered no later than 5:00pm on Thursday May 15, 2014.

Proposer is solely responsible for ensuring its proposal is received by the City in accordance with all proposal requirements. The City shall not be responsible for any delays in mail/common carrier service or by other transmission errors or mistaken delivery.

The City reserves the right to postpone the submittal deadline and opening of proposals any time before the date and time announced in the Request for Proposals or subsequent addenda. The City may also cancel this solicitation at any time.

Proposals will not be opened publicly and the City will endeavor to keep the proposals confidential until a preferred service provider is identified by the City Council for final consideration. The original copy of each proposal will be retained and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law.

The City reserves the right to reject any or all proposals, to request additional information concerning any proposal for purposes of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City as determined by the City Council. The City may modify, clarify, or interpret the RFP by sending an addendum to each firm or attorney that originally received the RFP. Any such addendum shall become part of the RFP and of any contract awarded. The City is not responsible for any other explanation or interpretation. The Proposer may make modifications to a proposal already submitted to the City, but must submit a written request to withdraw its proposal to make the modifications. It is the responsibility of the Proposer to ensure that modified proposals are resubmitted before the submittal deadline and in accordance with all proposal requirements.

Proposers may withdraw their proposal by submitting a written request or e-mail to Joan Phillipe, City Manager, city.administrator@clearlake.ca.us no later than 5:00pm on Thursday, May 15, 2014.

The City is not liable for any costs incurred by the Proposer before entering into a formal contract. Costs for developing the proposal or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.

The City requires all Proposers to comply with all applicable federal and state laws including but not limited to equal employment opportunity. Contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

The firm/attorney selected to provide City Attorney services shall be an independent contractor. All persons employed by a firm in accordance with a contract resulting from this RFP will be employees of the firm and not employees of the City.

Pre-submittal questions about the RFP and City's current legal services will be accepted until 5:00pm on Tuesday, May 13, 2014. Responses to all questions will be confidentially emailed to all firms and attorneys sent a proposal or others who have responded to the RFP as of the date any such questions are received. Written questions are to be submitted to Joan Phillipe, City Manager, at city.administrator@clearlake.ca.us or may be made by telephone at 707-994-8201 x 120.

II. SCOPE OF SERVICES

The successful Proposer will be expected to provide the following services, including, but not limited to:

1. Attend and represent the City's legal interests at all City Council meetings (including Closed and Study Sessions), Planning and other meetings of the Planning Commission and other Commissions and Committees on an as needed basis specified by the City.
Regular City Council meetings are held the second and fourth Thursday of each month, beginning typically at 6:00. Closed Sessions are held before the regular meetings and generally begin at 5:30.
2. Provide legal opinions, advice, assistance and consultation to the City Council, City Manager and City staff related to municipal law issues, including, but not limited to, the Brown Act, the Public Records Act, election law, contracts and franchises, personnel issues, including law enforcement personnel issues, real estate and property transactions, land use, environmental law/CEQA, public improvements/capital projects, code enforcement, pending and current state and federal legislation and court decisions, tort liability and risk management, fees, taxes, assessments, former Redevelopment Agency dissolution and other matters as directed.
3. Provide such routine legal opinions, advice, assistance and consultation to the City Council, City Manager and City staff in written or oral form via personal consultations or telephone/e-mail correspondence as needed.
4. Review, approve and/or prepare legal opinions, staff reports, ordinances, resolutions, agreements, contracts, forms, notices, certificates, deeds, leases/licenses, and other documents required by the City.
5. Represent the City in civil litigation brought on behalf of or against the City, as necessary and directed by the City Council.
6. Maintain effective in-house capabilities required to provide additional expertise and advice to the City as necessary.
7. Provide training and/or advice to the City Council, appointed Commissioners and City staff related to the Brown Act, AB 1234, and conflict of interest, Political Reform Act, meeting parliamentary procedures, and other legal requirements imposed by statute.
8. Act as legal counsel to agencies the City Council serves as governing body to, including the Housing Authority, Successor Agency to the former Redevelopment Agency and Public Financing Authority.
9. Provide written updates to new state or federal legislation or judicial decisions and suggest action or procedures to ensure compliance.

10. Perform all duties of the City Attorney as provided in the Clearlake Municipal Code.

In addition to the more technical scope of work outlined above, the appointed City Attorney must understand his/her role in local government, avoiding political debates and active participation in the policy and managerial decision-making process entrusted to the City Council and City Manager. The City Attorney is expected to provide technically sound and consistent legal advice to all members of the City Council and City staff while maintaining trust and an unwavering ethical standard no matter the situation or individuals involved.

III. PROPOSAL FORM AND CONTENT

A. Proposal Submittal

The proposal shall be organized in accordance with the list of proposal contents outlined in the following sections (Section III., B-L) and must provide succinct and specific responses to all questions and requests for information. The pages of the proposal must be numbered consecutively.

Proposals and the fee proposal must be valid and binding for 120 days following the proposal due date and may become part of the agreement with the City.

B. Letter of Transmittal

Proposal shall include a transmittal letter signed by a duly authorized representative of the firm/attorney and must include the name, address, telephone number, and e-mail address of the Proposer and those (if necessary) for the person or persons authorized to represent the Proposer and to whom any correspondence should be directed. The letter must state that the proposal and fee schedule are valid and binding for 120 days.

C. Table of Contents

Include a clear identification of the submitted material by section and by page number.

D. Summary

Introduce and summarize the key provisions of the proposal. Provide a statement describing why the Proposer is qualified to perform this work, and include the names of the individuals who would serve as the City Attorney and Assistant City Attorney. Please describe your firm's qualifications for providing City legal services. Include in your response the overall capabilities, qualifications, training, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City, including but not limited to:

- Name of individual(s) with resumes;
- Length of employment with firm;
- Specialization;
- Legal training;
- Scholastic honors and professional affiliations;
- Date of admittance to California Bar;
- Years of practice;
- Municipal or other local public sector experience (include billing summaries for the past five years if appropriate);
- Knowledge of, and experience with California Municipal Law
- Years and statement of other types of clientele represented;
- Litigation experience and track record;
- Knowledge and use of Alternative Dispute Resolution (ADR) techniques; ADR training and experience; and success record of advocacy in mediation and arbitrations;
- Knowledge and practice of law relating to land use and planning, CEQA, NEPA, general plans, real estate, environmental issues, hazardous waste and other related law;
- Experience in the area of personnel, workers' compensation, general liability and employee relations;
- Experience in the area of contracts and franchises;
- Experience in the preparation and review of ordinances and resolutions;
- Experience in the area of the Public Records Act, the Brown Act, and the Elections Code;
- If the firm, or any of the attorneys employed by the firm, have ever been successfully sued for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information on the nature of the incident, the dates on which the matter began and was concluded, and the results of the situation.

E. Statement of Understanding

Include a detailed statement of understanding of the legal services to be provided to the City of Clearlake and acknowledge your understanding of the expected role of the City Attorney in the organization.

F. Background and Experience

1. Official name and address and specify the type of entity (partnership, LLC, corporation, etc.).
2. Describe your firm's background and history, including the number of years in business serving municipal clients.
3. Describe the expertise your firm is able to provide the City. If your firm has a recognized area of expertise (i.e. land use, personnel, public finance/bonds, code enforcement, etc.), please identify it.

4. List the location of office(s), and the business hours of said office(s), that would serve the City.
5. Identify the firm/attorney's support staff services (clerical support, paralegals, and other non-attorney staff).

G. Approach to Legal Services

1. Describe your view of the role of the City Attorney.
2. Describe your method/style of interaction with the City Council, Planning Commissioners, City staff and members of the public at public meetings.
3. How will assignments generated by the City be delegated? Will the City Attorney be primarily responsible for the preparation of all City-related matters, or will work be delegated to less senior staff?
4. Describe how you would proactively advise the City about legal developments or issues of concern.
5. Provide an example of a written communication (not to exceed six (6) pages) to a governing body about a legal issue, in which options are explained and a recommendation is given.
6. Describe your method for tracking and managing legal costs and provide a sample billing statement.
7. Describe your firm's practices for training and professional development to ensure the City Attorney remains current with changing legal matters affecting municipal clients.
8. Please list specialty services you do not provide. For any specialty services the Proposer does not directly provide, describe how you propose the City receive such services.
9. The City contracts for workers' compensation and general and auto liability coverage through joint powers agreements (JPA) with other public agencies. As a member, the defense counsel for tort claims and worker's compensation litigation is assigned by the JPA rather than handled by the City Attorney. Currently, the City's self-insured retention is \$50,000 per claim. Please describe your firm's qualifications for providing the following specific Liability & Workers' Compensation legal services.
 - a) Areas of specialty, i.e. workers' compensation, road design, civil rights violations, employment discrimination, etc.
 - b) Please attach information regarding your experience in

defending against workers' compensation claims. As it pertains to tort liability, please attach information regarding your experience in defending against such claims, the number of cases you have tried to verdict and the general nature of these cases and the results. Please also list your Appellate experience in those areas. Also include your experience in settlement processes, including Alternative Dispute Resolution (ADR) and arbitrations.

H. Proposed Attorney(s)

Name the person whom you propose to designate as the City Attorney and Assistant City Attorney. Provide the following for each designee:

1. Certificates or licenses, including the date of admission to the State Bar of California.
2. Description of education, including names of educational institutions, degrees conferred, and year of each degree.
3. Professional background and membership in professional associations.
4. Experience with and knowledge of the law relating to general law cities.
5. Specific areas of expertise and training.
6. Provide names and qualifications of other attorneys in your firm able to provide legal services in support of the primary attorney(s).

I. References and Potential Conflicts of Interest

1. Provide contact information for three municipal (preferred) or public agency clients for which services have been provided by the designated attorney in the last three years. Please include the contact person's name, title, agency, phone, and email address.
2. List all public clients for whom your firm currently provides legal services. Identify any foreseeable or potential conflicts of interest that could result from such representation and the manner in which you would propose to resolve such conflicts.
3. For the person designated as City Attorney, list all public clients that person presently represents as City Attorney, Deputy City Attorney, or Assistant City Attorney, along with the meeting dates and times for each governing body.
4. List all private or corporate clients of your firm which may have any foreseeable or potential conflicts of interest that could result from such

representation and the manner in which you would propose to resolve such conflicts.

5. Identify all situations in the last five years in which your firm represented a public entity and the decision or outcome was adverse to public entities, either in litigation or administrative matters.
6. If the firm, attorney, or any of the attorneys employed by the firm have been sued by cities or other clients for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information on the nature of the incident, the dates on which the matter began and was concluded, and the results.

J. Compensation and Reimbursement

1. Please describe how the firm intends to charge for legal services and provide a fee schedule. Are charges ever shared between clients, and if so, what method is used?
2. If hourly rate billing is proposed, please state the hourly rates for the designated City Attorney and Assistant City Attorney and any other attorneys or paralegals assisting such person in providing services, and provide the fee schedule/hourly rates in a table format.
3. If an annual retainer is proposed, how many hours per month would be included and what services would be performed as part of the retainer? Describe what occurs when the City requires fewer or more hours of service in a given month. What specific services would not be included in a retainer?
4. Please define any "extra" services such as litigation, and describe if such services will be billed at a different hourly rate or basis.
5. Specify which items, if any, are billed separately and at what rate. Such items might include telephone and fax charges, postage, duplicating/printing, out-of-pocket expenses, and mileage/travel time.

K. Agreement

The successful Proposer is expected to enter into an agreement with the City. Please provide a proposed form of agreement for the services.

In addition to indemnification and hold harmless language, the agreement shall also include a requirement for general professional liability insurance in an amount not less than \$2,000,000 per occurrence and \$4,000,000 in aggregate. This policy shall provide coverage to the City for any damages or losses suffered by the City as a result of any error or omission or neglect by the firm or attorney that arises out of the services required by the agreement. The successful agreement shall also include a requirement for automobile liability insurance in an amount not less than

\$1,000,000 per accident. The firm/attorney chosen shall name the City as Additional Insured for all policies. All insurance coverage must be provided by an insurance company with a rating of A-,VII or greater in the latest edition of Best's Insurance Guide that is authorized to do business in the State of California. These policies may not be canceled or materially changed without 30 days' prior written notice to the City.

Proposer must *covenant* that it presently has no interest and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services requested. Proposer must also certify that to the best of its knowledge, no one who has or will have any financial interest under the agreement is an officer or employee of the City.

L. Non-Collusion Affidavit

All proposals must be accompanied by a signed and notarized Non-Collusion Affidavit (attached to this RFP, see page 15).

M. Additional Information

In this section, provide any other information that the Proposer believes is applicable to the evaluation of the proposal or your qualifications for providing the proposed legal services. You may use this section to address those aspects of your services that distinguish your firm from other firms.

IV. REVIEW AND SELECTION PROCESS

A. Process

A review of all submitted proposals will be conducted by an ad hoc committee composed of two Councilmembers and a select group of City staff led by the City Manager. After a review of proposals, the top candidates will be selected to be interviewed by the City Council. Following the interview process, the firm/attorney deemed best qualified by the Council to perform the City's legal services will be recommended for contract award at a public City Council meeting. The screening committee will recommend anywhere from three to five firms for interviews before the City Council (no new material will be permitted at this time). The entire City Council will participate in the final selection process. The City Attorney designee of the firm shall be the person interviewed by the entire City Council.

The Agreement shall be signed by the selected firm and returned, along with the other required documents, to the City within ten (10) working days of receipt of the Agreement. The period for execution may be changed by mutual agreement of the parties. Agreement is not effective until approved and signed by the appropriate City officials. Any work performed prior to the receipt of the fully executed Agreement shall be at the proposer's own risk.

The City reserves the right to amend the review and selection process or to reject any and all proposals for any reason deemed appropriate by the City.

B. Evaluation Criteria

The following (among other attributes at the Council's discretion) shall be considered during the evaluation process:

1. Meets the qualifications identified in the Proposal, provides adequate range of services and support to the City, and demonstrates a depth of expertise and familiarity with all applicable matters of municipal law.
2. Demonstrates sound judgment, integrity, and reliability and maintains a strong reputation in the field of municipal law, as determined by reference and background checks.
3. Overall experience levels of the designated City Attorney and Assistant City Attorney.
4. Ability to meet the workload capacity required by the City and the overall depth of the firm/attorney's in-house resources.
5. Capability to perform legal services promptly and in a manner that permits the City Council and City staff to meet established deadlines.
6. Demonstrates high quality service and the availability required to provide quick responses to the City's legal inquiries that arise on a daily basis.
7. Possesses strong and effective written and oral communication skills.
8. Understands the Council's preferred role of the City Attorney and the values of the Clearlake community.
9. Cost of providing services.
10. Other qualifications or criteria deemed appropriate by the City Council.

V. DISPUTES/PROTEST

The City encourages proposers to resolve issues regarding the project requirements or RFP process through written correspondence and discussions during the period in which clarifying addenda may be issued. The City wishes to foster cooperative relationships and reach a fair agreement in a timely manner.

Proposers filing a protest must do so within five (5) calendar days after Notice of Intent to Award. The protesting proposer shall submit a full and complete written statement detailing the facts in support of the protest. Protests must be sent by certified or registered mail or delivered in person to the City Manager, or his or her designee. The City will provide a decision on the matter. The decision must be in writing and sent by certified or registered mail or delivered in person to the protesting proposer. The decision of the City is final.

Interpretation of the wording of this document shall be the responsibility of the City, and that interpretation shall be final.

Proposer's Name: _____

NON-COLLUSION AFFIDAVIT

REQUEST FOR PROPOSALS FOR CITY ATTORNEY SERVICES

Proposer declares that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposal price of said proposer or of any other proposer, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the Agreement for anyone interested in the proposed Agreement; that all statements contained in such proposal are true, and further, that said proposer has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said proposer in this general business.

The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.

CITY OF SUISUN CITY Request for Proposals

CITY ATTORNEY

The City Council invites qualified firms to submit written proposals to provide legal services for the City of Suisun City. The Council is seeking an individual associated with the firm to serve as City Attorney to provide legal services to the City organization.

Suisun City operates under a council-manager form of government and serves a population of 28,000 with approximately 90 full-time staff, a volunteer fire department of upwards of 50 and various part-time and seasonal staff. We have an elected Mayor and four-member Council, as well as an elected City Clerk and City Treasurer. The City Manager and City Attorney are appointed by the Council and serve at-will.

Unique to Suisun City (aside from our volunteer fire department), is that virtually 90% of the City is in the Redevelopment Agency. Despite the challenging economic times, we have a number of economic development projects that are moving forward (i.e., a waterfront hotel, 37,000 square foot mixed-use downtown project and a contentious Wal-Mart). We have other projects that, ideally, need be reviewed and entitled so that they are positioned to proceed when the economy does turn the corner.

We have a General Fund of roughly \$11 million with a severely limited tax base (hence the importance of our economic development efforts). Seventy percent of what could reasonably be our sales tax revenue goes to the neighboring City of Fairfield, because of limited retail opportunities locally. As is true with other cities and public entities during this time of uncertainty, especially given the big unknown of how the State will be dealing with its own financial challenges, Suisun City is considering a number of creative ways to meet our service demands with reduced resources. This likewise includes how we manage our legal services.

Submittal Guidelines

Seven bound copies and one complete master of the proposal must be submitted in a sealed envelope bearing the caption: "City of Suisun City – City Attorney Proposal," and addressed to:

City Clerk's Office
City of Suisun City
701 Civic Center Boulevard
Suisun City, CA 94585

Proposals may be filed in person at the City Clerk's office or by mail, but must be received in the City Clerk's office by **5:00 p.m. on Monday, February 23, 2009**. Late proposals or postmarks will not be accepted. All proposals received will be confidential and will be retained by the City of Suisun City.

The City Council reserves the right to reject all proposals, to request additional information concerning any proposals for purposes of clarification, to accept or negotiate any modification to any proposal, following the deadline for receipt of all proposals, and to waive any irregularities, if such would serve the best interest of the City, as determined by the City Council.

All inquiries regarding this Request for Proposals and/or current legal services of the City should be directed to Suzanne Bragdon, City Manager at the above address or by telephone at (707) 421-7303.

Requested Information

PLEASE NOTE: All proposals must provide succinct answers to all questions and requests for information. Indirect, imprecise, or incomplete responses can serve only to the disadvantage of the applicant. (Submissions of individual resumes are optional and alone will not be considered responsive to any specific question.)

1. Provide a statement of philosophy regarding the practice of municipal law, and the City Attorney's relationships to the City Council, City Manager, Department Heads, commissions, committees/boards and to the City staff.
2. Please describe the qualifications of your firm for providing legal services to the City of Suisun City, including:
 - Names of partners, length of employment with the firm, years of practice and relevant municipal or other local public sector experience.
 - List of current California municipalities that your firm serves as City Attorney including dates of service.
 - List of California municipalities that your firm provided City Attorney services to over the past three years including dates of service.
3. Identify the individual who would be assigned as the City Attorney for Suisun City, and as appropriate, Deputy City Attorney (i.e., the individual to serve in the absence of the City Attorney). For each, indicate why these individuals have been selected for our team and identify their overall capabilities, qualifications, training and areas of expertise including, but not limited to:
 - Name of individual;
 - Length of employment with firm;
 - Specialization;
 - Legal training;
 - Scholastic honors and professional affiliations;
 - Date of admittance to California Bar;

- Years of practice;
 - Years and statement of other types of clientele represented;
 - Municipal or other local public sector experience;
 - Knowledge of, and experience with California Municipal Law and California Redevelopment Law;
 - Experience in the area of the Public Records Act, the Brown Act, and the Elections Code;
 - Knowledge and practice of law relating to land use, planning and California Environmental Quality Act;
 - Experience in the areas of personnel, workers' compensation, labor and employee relations;
 - Litigation experience and track record;
 - If the firm, or any of the attorneys employed by the firm, have ever had complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information on the nature of the incident, the dates on which the matter began and was concluded, and the results of the situation.
4. Identify associates that would be assigned to support the City Attorney to deal with specialized issues in the areas of:
- Personnel, labor and employee relations with an emphasis in public safety matters.
 - Redevelopment including compliance, preparation of complex disposition and development agreements, contract negotiation and preparation, and eminent domain matters, among others.
 - Any other specialized area of import from your experience.

For each of the above, indicate why these individuals have been selected for our team and identify their overall capabilities, qualifications, training and areas of expertise as outlined above in item #2.

5. Identify, operationally, how you propose to provide legal services to the City of Suisun taking into consideration:
- Standard time frames for response by the City Attorney to direction and/or inquiry from the City Council/City Manager or City staff.
 - Method for monthly reporting of status of projects, requests, and litigation.
 - Process for transmittal of requests and other material to the City Attorney.

- Format of monthly-itemized statements for all services provided organized by project and fund.

Because of budget constraints, former City Attorneys **HAVE NOT** attended City Council meetings, Planning Commission meetings or departmental staff meetings – unless a major issue was coming before the Council or Commission. Provide your thoughts on these constraints, as well as optional service considerations when providing “cost of service” information. Historically, legal services have been provided on a strictly hourly rate basis as opposed to a retainer or “flat fee for basic service” arrangement.

6. Provide information on your professional liability insurance, errors and omissions insurance, and workers compensation insurance coverage.

NOTE: Insurance coverage must be provided by an insurance company (ies) authorized to do business in the State of California. Certificates must name the City of Suisun City as an “Additional Insured” and provide that contractor’s policy is primary over any insurance carried by the City of Suisun City and that the policy will not be cancelled or materially changed without notice to the City of Suisun City in writing thirty (30) days prior.

The successful firm must agree, if awarded a contract as a result of its proposal, to indemnify and hold harmless the City of Suisun City, its officers, agents, and employees from any and all claims and losses accruing or resulting to persons engaged in the work contemplated by its proposal or to persons who may be injured or damaged by the firm or its agents in the performance of the work. Prior to commencement of any work, those and other provisions will be established contractually.

7. Provide any other relevant information to help assess the qualifications and “fit” of your firm and assigned staff to provide legal services to the City of Suisun City.

Compensation and Reimbursement

Include in the proposal compensation and reimbursement fees for services rendered, including:

1. Litigation
2. Other (specify, i.e., expenses, dues, mileage, etc.)
3. Additional or special services (define)

4. Basic legal services:

Please describe how the City Attorney and subordinates intend to provide basic legal services for the City (i.e., hourly rate schedule or flat-rate monthly retainer) and the related costs (i.e., hourly rates, estimated hours per month for estimated monthly charges and/or amount of monthly retainer).

If a retainer is proposed, indicate the services that are included within the retainer, such as:

- Review and/or preparation of staff reports, ordinances, resolutions, orders, agreements, forms, notices, declarations, certificates, deeds, leases, and other documents required by the City and Agency.
- Consultation with the City Council and City staff as needed – rendering of legal advice and opinions (both oral and written) concerning legal matters that affect the City including new legislation and court decisions.
- Research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Council and management staff on legal matters pertaining to City operations.
- Perform legal work pertaining to property acquisition, property disposal, public improvements, public rights of way and easements, and matters relating to public utilities.
- Coordinate the work of outside legal counsel as needed and as directed by the City Council and/or City Manager.

5. Optional Services:

Recognizing that historically the City Attorney **HAS NOT** attended regular Council meetings, Planning Commission meeting or departmental staff meetings, identify optional costs for services under a retainer that address these areas including:

- Regular attendance at City Council, study sessions, closed sessions and all meetings to provide legal counsel at same. Regular Council meetings are held the first and third Tuesday evenings of each month.
- Attendance at monthly Planning Commission meetings.
- Attendance at City Commission or other meetings upon request of the Council or City Manager to provide legal advice and serve as counsel.

6. Billing of services beyond “basic” or “retainer” services:

- Describe method of payment and billing procedure for extra hours and expenses and any other accounting requirements.
- Please define what type of work you would consider to be extra or specialized work which would be billed in addition to basic services.
- Please state the hourly rates for the designated City Attorney and Associates for such specialized services.

Termination of Contract

Provide proposed terms and conditions for termination of contract by either party.

Current Practices/Conflict of Interest

1. Please list any political contributions of money, in-kind services or loans made to any member of a city council within the last three years by the applicant law firm and all of its attorneys.
2. Please list all public clients for which you or your firm currently provide services, or are under retainer.
3. For the firm, and/or the proposed City Attorney, please specify current or known future professional commitments in order that the City may evaluate continuing availability for providing legal services to the City.

Professional References

Please provide three professional and three personal references for the individual proposed for appointment as the City Attorney. Include with each, the name, address, daytime telephone number and e-mail address of the reference.

For all others identified to provide specialized legal services to the City, please provide three professional references including agency, contact name, phone number, address and e-mail address.

Evaluation and Selection Process

1. All proposals are due by **5:00 p.m. on Monday, February 23, 2009** in the City Clerk’s Office, 701 Civic Center Boulevard, Suisun City, CA 94585.

2. All proposals shall be evaluated upon the following:
 - Experience of firm and proposed team in municipal law including specialty areas of personnel, labor relations (with an emphasis in public safety law) and redevelopment.
 - References and past performance with municipal clients of both the firm and proposed team.
 - Capability to perform legal services promptly and in a manner that permits the City Council and staff to meet deadlines and to operate in an effective and efficient manner.
 - Availability for quick response to inquiries that arise out of day-to-day operating questions or problems.
 - Communication skills.
 - Backup support.
 - Cost of services.
3. Qualifications and references of the top candidates based upon proposal responses will be verified.
4. Personal interviews of the top two to four candidates will be conducted by the City Council.
5. The City will negotiate the terms and conditions of a contract with the selected party, which must then be approved by formal Council action.
6. The formal contract will be prepared by the selected City Attorney outlining duties and compensation. This contract will be entered into with the successful firm and legal services will begin when the City Council formally appoints the individual to serve as City Attorney. The appointed City Attorney is an at-will contract position and shall serve at the pleasure of the City Council. The City Attorney is under contract with the City and is not a City employee. The City Council may terminate the appointment at any time, with or without cause.

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RESOLUTION NO. 2009-46

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING AN AGREEMENT WITH ALESHIRE & WYNDER, LLP TO SERVE
AS ITS CITY ATTORNEY, AND AUTHORIZING THE MAYOR TO EXECUTE THE
AGREEMENT ON THE CITY'S BEHALF**

WHEREAS, the City Council issued a Request for Proposals (RFP) in January of 2009; and

WHEREAS, the City received six responses to the RFP, of which four were invited to interviews with the City Council; and

WHEREAS, as a result of those interviews the City Council selected the firm of Aleshire & Wynder, LLP to serve as its City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the agreement with Aleshire & Wynder, LLP to serve as City Attorney, and authorizes the Mayor to execute the agreement on the City's behalf.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 2nd day of June, 2009, by the following vote:

AYES:	Councilmembers:	<u>Derting, Hudson, Segala, Sanchez</u>
NOES:	Councilmembers:	<u>None</u>
ABSENT:	Councilmembers:	<u>Day</u>
ABSTAIN:	Councilmembers:	<u>None</u>

WITNESS my hand and the seal of the City of Suisun City this 2nd of June, 2009.


Donna Pock, Deputy City Clerk

**CONTRACT SERVICES AGREEMENT FOR
CITY ATTORNEY SERVICES
CITY OF SUISUN CITY**

This CONTRACT SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES (the "Agreement") is effective as of the 2nd day of JUNE, 2009 by and between the law firm of ALESHIRE & WYNDER, LLP, a California limited liability partnership ("A&W"), and the CITY OF SUISUN CITY, a municipal corporation ("City"). The term "City" shall also include the Redevelopment Agency of the City of Suisun City and the Suisun City Housing Authority, as well as all boards, commissions, financing authorities, and other bodies of City.

1. APPOINTMENT

City Council hereby appoints David J. Aleshire as the City Attorney and Agency Counsel, and hires A&W as its City Attorney and Agency General Counsel, to render such legal services as are customarily rendered by such officials and as further specified herein, including attending meetings of the City Council, Planning Commission, Redevelopment Agency, Housing Authority, and other boards and bodies of City, and its affiliated agencies, as directed by City. In addition, Dawn C. Honeywell shall serve as Assistant City Attorney and Assistant Agency General Counsel.

Notwithstanding the foregoing appointment, the designated City Attorney, Agency Counsel, and any Assistant City Attorney or Assistant Agency General Counsel, may be established from time to time or modified by resolution of the City Council. A&W represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. A&W shall not replace the designated City Attorney or Agency General Counsel (or any successors to such person) without the City Council's prior approval, except from time to time necessary due to illness or vacation scheduling. Approval of any such temporary substitute, or of any Assistant City Attorney or Assistant Agency General Counsel shall be obtained from the City Manager. The City Attorney may appoint various deputies as the City Attorney deems appropriate, without the need for amendment hereof.

2. SCOPE OF WORK AND DUTIES

A. A&W shall perform any and all work necessary for the provision of City Attorney services to City, including without limitation of the following:

(i) Provide legal advice, written legal opinions, and consultation on all matters affecting City to the City Council, City Manager, boards, commissions, committees, officers, and employees of City and as requested by the City Council, the City Manager, or his/her designee, in accordance with such policies and procedures as may be established by City from time to time; and

(ii) Be available for telephone consultation with City staff, as needed on legal matters which are within their area of operation; and

(iii) Prepare or review necessary legal documents such as: ordinances, and resolutions; all agreements of any nature; all real property instruments of any nature including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents including bid specifications, contracts, bonds, insurance, liens and related documents; memoranda of understanding; franchise agreements; and all similar documents; and

(iv) Represent and advise City on pending and potential litigation; notwithstanding the foregoing, it is expressly understood that A&W shall not be responsible for any pending litigation matter(s) handled by attorneys previously or otherwise employed by City until all files have been transferred to A&W and A&W has specifically appeared in the matter(s) as attorneys of record on behalf of City; and

(v) Hold weekly office hours and/or weekly management staff and agenda review meetings (by Deputy Heather Kenny) at City Hall if requested by and at a time agreed to with City Manager; and

(vi) Monitor pending and current legislation and case law as appropriate; and

(vii) Supervise outside legal services, if any.

B. Attendance at City Council, Planning Commission, Housing Authority, or Redevelopment Agency meetings, as well as other board and commission meetings is not contemplated hereunder. Deputy City Attorney Kenny is frequently available for meeting attendance. Additionally, in special circumstances, the City Attorney is available for direct attendance of meetings as outlined in Exhibit "B".

C. A&W, as a full-service law firm, is prepared to, and will, provide representation to City in all of its legal affairs, including, but not limited to, municipal law, land use, environmental, toxics, mining, water, tort defense, personnel, labor representation, code enforcement, criminal prosecution, redevelopment, housing, cable television, finance, franchising, contracts, enterprise and other matters, except where conflicts exist or where the City Council may otherwise direct. The City Attorney shall represent City in all of the foregoing legal matters, and in initiating and defending all litigation unless otherwise directed by the City Council.

D. The City Attorney will keep City informed as to the progress and status of all pending matters in accordance with such procedures as City may establish from time to time. The City Attorney is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained, unless otherwise directed by the City Council, such special counsel shall be supervised by the City Attorney.

E. All legal services shall be coordinated under the direction of the City Manager. Notwithstanding any other provision contained herein, any legal services can only be authorized by the City Council or City Manager. Nothing in this Agreement shall be construed in any

manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign legal matter of City from or to A&W.

3. CITY DUTIES

City agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for A&W to effectively render its professional services under this Agreement. To the extent City desires services to be rendered on site, City, at City's expense, will make available sufficient office space, furniture, telephones, computers, facsimile machines, and secretarial support, as approved by the City Manager, as may be necessary therefor. City further agrees to abide by this Agreement, and to timely pay A&W's bills for fees, costs, and expenses. In addition, City understands that the fee structure herein represents a blending of rates, with certain services offered at discounted rates, on the assumption that, due to the volume of work, other services will be rendered at higher rates. Therefore, insofar as possible and unless A&W lacks the experience, capability or resources, it is the intent of the parties hereto that all matters of City requiring the rendition of legal services shall be performed by A&W. However, nothing in this Section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign legal matters of City from or to A&W.

4. PERSONNEL

In addition to David J. Aleshire acting as the City Attorney, A&W will provide the following additional attorneys to render predominately the legal services hereunder:

Dawn C. Honeywell:	Assistant City Attorney/General, Planning, Land Use, Redevelopment
Heather Kenny:	Deputy City Attorney/General
Colin Tanner:	Deputy City Attorney/Personnel
Glen Tucker:	Deputy City Attorney/Police and Defense
Anthony Taylor:	Deputy City Attorney/Litigation
Anita Luck:	Deputy City Attorney /Public Finance

Assignments may be modified as provided in Section 1 above and, except as so provided, A&W will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

5. COMPENSATION

A&W's fees will be charged on an hourly basis for all time actually expended. The compensation schedules are set forth in Exhibits "A" and "B" attached hereto and incorporated herein by this reference. Blended rates are computed based upon the hours of service irrespective of the rate of the attorney. Blended rates are also shown for legal assistants.

In general, the arrangement is that there is a base amount of hours which are significantly discounted and referred to as the general retainer hours. This includes general services, attending

public meetings, preparing ordinances and resolutions, giving general advice to City departments and similar services. A higher blended rate is charged after the retainer hours are exceeded. Special services, including a broad range of categories (litigation, personnel, labor, redevelopment, housing, toxics, refuse, cable, enterprise, etc.), which would otherwise be likely to be contracted out as special services at higher rates, are billed at a higher blended rate. Public finance matters are charged on a contingent basis based upon the size of the matter.

With respect to "general counsel" or "basic" legal services, we propose discounting the first 50 hours per month of legal services by charging a blended rate of \$150 per hour for such services, which means the hourly rate would be the same irrespective of which attorney is performing the services. For hours of general legal services rendered above 50 hours per month, we would bill City at the blended rate of \$160 per hour.

However in the first year of the Agreement, the change in the rate would occur at the 80 hour mark and in the second year after the first 60 hours. The reason for this is that our experience is that the hour commitments are higher in the first year, as we deal with trying to standardize practices and fixing issues which have been overlooked. By giving higher hour discounts, we hope to keep costs down as we become familiar with the client.

The foregoing arrangement would remain in effect for at least Fiscal Years 2008-2009 through and 2010-2011 (June 30, 2011). However, the hourly rates of the attorneys at A&W are reviewed annually and, when appropriate, adjusted to reflect increases in expertise, as well as other appropriate factors. Such increases are made on an annual basis, effective as of the beginning of each calendar year. While the hourly rates for services rendered by individual A&W attorneys may be adjusted as set forth herein, the "blended rates" established in this Agreement shall not be adjusted except as provided here, and only upon the approval of the City Council.

In the event of a conflict, the terms of Exhibit A shall prevail.

6. BOND OR FINANCIAL SERVICES

Bond or Financial Services shall mean those situations where A&W acts as Bond Counsel for City with regard to the issuance of securities by City; after review and accord of the proposed issue by independent review Counsel if selected by City, A&W shall be compensated for Bond or Financial Services on a flat fee non-contingent basis of Three Hundred Fifty Dollars (\$350) per hour or on a contingent finance option as shown on Exhibit "A". The choice of options shall be solely at the choice of City.

7. COSTS AND OTHER CHARGES

A&W may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by City. These costs and expenses are described in more detail in Exhibit "B". City agrees to reimburse A&W for these costs and expenses in addition to the hourly fees for legal services. Reimbursable costs shall not include any overhead or administrative charge by A&W or A&W's cost of equipment or supplies except as provided herein.

A&W may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). City will be responsible for paying such fees and charges. A&W will not, however, retain the services of any outside investigators, consultants, or experts without the prior agreement of City. A&W will select any investigators, consultants, or experts to be hired only after consultation with City.

The costs and expenses referred to herein include certain travel expenses (transportation, meals, and lodging) when incurred on behalf of the client. Generally, except in connection with litigation (travel costs to court and for discovery are chargeable), these will only be charged when outside of the area, and only with the prior agreement of City.

Finally, periodically, when on-site, A&W personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of City, as well as other clients. A&W will not be charged for such expenses and, in exchange, will not charge City for calls made from our office or other locations to City.

In the event of a conflict, the terms of Exhibit B shall prevail.

8. STATEMENTS AND PAYMENT

A&W shall render to City a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with City funding categories or to track project costs, or such other basis as City may direct. Reimbursable costs shall be separately itemized.

Payments shall be made by City within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by City with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than thirty (30) days after the due date shall draw interest thereon at the rate of ten percent (10%) per annum.

9. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of A&W, its partners, associates, and employees, was a substantial inducement for City to enter into this Agreement. Therefore, A&W shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of 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. Adding attorneys to A&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of City or amendment hereof.

10. INDEPENDENT CONTRACTOR

A&W shall perform all legal services required under this Agreement 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 required under this Agreement. Neither City, nor any of its employees, shall have any control over the manner, mode, or means by which A&W, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. City shall have no voice in the selection, discharge, supervision or control of A&W employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

11. INSURANCE

A&W shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

(a) **Comprehensive General Liability Insurance.** A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00), and One Million Dollars (\$1,000,000.00) products and completed operations.

(b) **Workers' Compensation Insurance.** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both A&W and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automobile Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than a combined single limit liability of One Million Dollars (\$1,000,000.00). Said policy shall include coverage for owner, non-owner, leased and hired cars.

(d) **Errors and Omissions Insurance.** A policy of professional liability insurance written on a claims-made basis in an amount not less than Three Million Dollars (\$3,000,000.00).

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name City, its officers, employers and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against City, its officers, employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to City. In the event any of said policies of insurance are cancelled, the attorney shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to City. Failure to do so is cause for termination.

12. INDEMNIFICATION

A. A&W agrees to indemnify City, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of A&W hereunder, or arising from A&W's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of City, its officers, agents or employees.

B. City acknowledges that A&W is being appointed as the City Attorney pursuant to the authority of Government Code Section 36505, and has the authority of that office. Accordingly, City is responsible pursuant to Government Code Section 825 for providing a defense for the City Attorney for actions within the scope of its engagement hereunder. Therefore, City agrees to undertake its statutory duty and indemnify A&W, its officers, employees and agents against and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W within the course and scope of its employment hereunder, but nothing herein shall require City to indemnify A&W for liability arising from its own negligence. In connection herewith:

(i) City will promptly provide a defense and pay any judgment rendered against City, its officers, agency or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of City hereunder;

(ii) In the event A&W, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against City for such damages or other claims solely arising out of or in connection with the work operation or activities of City hereunder, City agrees to pay to A&W, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

13. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CITY: City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585
Attention: City Manager

ATTORNEY: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 400
Irvine, California 92612
(949) 223-1170 (office)
(949) 223-1180 (fax)
Attention: David J. Aleshire, Esq.

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

14. NON-DISCRIMINATION

In connection with the execution of this Agreement, A&W shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, sexual persuasion, or national origin. A&W shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, marital status, handicap, sexual persuasion, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall continue in effect, subject to modification of fees as provided in Section 5, until terminated by either party hereto. City may discharge A&W at any time. The City Attorney shall have no right to hearing or notice, and may be discharged with or without notice. A&W may withdraw from City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to City.

In the event of such discharge or withdrawal, City will pay A&W professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. City agrees to execute, upon request, a stipulation in such form as to permit A&W to withdraw as City's attorneys of record in any legal action then pending. A&W shall deliver all documents and records of City to City, or to counsel designated by City, and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

16. CONFLICTS

A&W has no present or contemplated employment which is adverse to City. A&W agrees that it shall not represent clients in matters either litigation or non-litigation against City. However, A&W may have past and present clients or may have future clients, which, from time

to time, may have interests adverse to City, and A&W reserves the right to represent such clients in matters not connected with its representation of City.

If a potential conflict of interest arises in A&W's representation of two clients, if such conflict is only speculative or minor, A&W shall seek waivers from each client with regards to such representation. However, if real conflicts exist, A&W would withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

17. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Riverside County.

18. INTEGRATED AGREEMENT; AMENDMENT

This Agreement contains all of the agreement of the parties and cannot be amended or modified except by written agreement. This Agreement shall supersede that certain agreement for special counsel services previously entered into between the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

19. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURE PAGES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by City.

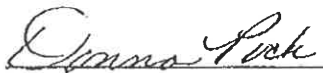
Dated: July 8, 2009

"CITY"
CITY OF SUISUN,
a municipal corporation

By: _____


Pete Sanchez, Mayor

ATTEST:


Deputy City Clerk

Dated: July 2, 2009

"ALESHIRE & WYNDER, LLP"

By: _____


David J. Aleshire, Esq.

EXHIBIT "A"
FEE ARRANGEMENT

- (1) The payment for up to fifty (50) hours of general legal service (Monthly Hour Limit) shall be a maximum of Seven Thousand Five Hundred Dollars (\$7,500) per month (billed at One Hundred Fifty Dollars (\$150) per hour). Notwithstanding the foregoing, in view of the likelihood for the need to ramp up services, until January 1, 2010, the discounted rate shall apply to 80 hours of legal services, and until January 1, 2011, it shall apply to 60 hours of legal services. (Rates increase by \$10 per hour on January 1, 2011).
- (2) General legal services over the Monthly Hour Limit will be billed at the rate of One Hundred Sixty Dollars (\$160) per hour. (Rates increase by \$10 per hour on January 1, 2011)
- (3) Special legal services include litigation matters, public finance, disciplinary actions or hearings, labor negotiations, redevelopment, housing, cable television, water, toxics, refuse, franchising, enterprise activities and any major contract negotiation involving more than 10 hours (with City Manager approval). Except for insurance defense, code enforcement, and public finance, all such matters shall be billed at the rate of Two Hundred Dollars (\$200) per hour. (Rates increase by \$10 per hour on January 1, 2011).
- (4) Insurance defense litigation and code enforcement will be billed at a reduced rate of One Hundred Eighty Five Dollars (\$185) per hour.
- (5) Where there is an opportunity to obtain cost recovery through a private party such as a developer, the hourly rate will be Two Hundred Fifty Dollars (\$250) per hour.
- (6) For public finance the fee structure shall be as follows: (i) For land based issues (i.e. CFD, Assessment or Improvement Districts) one and one-half (1 ½) percent of the first \$1 million executed and delivered; three-quarters percent of the next \$4 million executed and delivered; one-third percent of the next \$10 million; one-eighth percent of the next \$10 million; and one-tenth percent of any amount over \$25 million; subject to a minimum fee of Forty Thousand Dollars (\$40,000); or (ii) For all other financings the above schedule applies with a 25% discount. In the event that multiple series of bonds or notes are issued, the foregoing fee schedule would be applied to each issue. Fees shall be contingent unless otherwise directed by the client. If contingent, payment of the fees is entirely contingent upon the successful execution and delivery of the bonds or notes to be payable on or after delivery except for out-of-pocket expenses. In addition to the foregoing, a fee of \$6,000 may be charged if a tax opinion is required. At the discretion of City, City may choose a non-contingent structure in lieu of the above schedule at the rate of \$350 per hour on a blended rate for all attorney time incurred.
- (7) In addition to the foregoing, the Firm would be reimbursed for out-of-pocket expenses including telecopier, messenger, courier, and other communication costs; reproduction expense; computer research services; court reporters; mileage cost to court and administrative proceedings; travel expenses outside of Riverside and Orange Counties; and other costs and expenses incurred on your behalf. Notwithstanding the foregoing, we do not charge for word processing, routine computer-assisted legal research, local calls or mileage to City Hall or City offices. In exchange, when on-site, we would have the ability to use City copiers and telephones without charge. See modifications on Exhibit B.
- (8) The blended rate for legal assistants (Paralegal), irrespective of matter, shall be One Hundred Dollars (\$100) per hour, and for document clerks shall be Fifty Dollars (\$50) per hour.

The foregoing fee arrangement would remain in effect until July 1, 2011, and thereafter until adjusted.

EXHIBIT "B"
STATEMENT OF FEE ARRANGEMENT

The Firm's fees are charged on an hourly basis for all time actually expended and are generally billed monthly with payment due within thirty (30) days after the date of the bill. However, where contract rates are established, they prevail over design rates. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. Annually, you will be provided with the prevailing hourly design rates for the attorneys who will spend the predominate amount of time on this matter. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience, as well as inflationary factors. These increases are generally made on an annual basis effective at the beginning of each calendar year.

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying (charge of twenty cents (\$0.20) per page) and other reproduction costs, staff overtime when necessitated and authorized by the client, and computer-assisted research fees when authorized by the client, all based on the actual and reasonable cost (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs).

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of Los Angeles, Riverside, San Bernardino or Orange Counties. Travel time may also be charged in connection with such proceedings.* In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client.

It is understood that Firm will generally not charge for local telephone calls or calls made to City. In exchange, Firm shall not be charged for calls made or received when at City, whether local or long-distance, or for copying charges since copying onsite will reduce the charge to the client.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All bills are expected to be paid within thirty (30) days of the date of the billing statement. In the event any statement remains unpaid for more than thirty (30) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

Registration fees for attorneys attending conferences and seminars are paid by the Firm and are never charged to City (unless attendance is expressly requested by City).

***Modifications for Suisun City:**

- 1) When we are otherwise making trips to Sacramento or to the Bay Area, if an on-site visit can be arranged to Suisun, no travel costs will be charged.
- 2) We will provide up to four trips per year with no overnight stays where no travel costs are charged and attorney time is charged only one-way.
- 3) We will provide two trips per year with overnight stays where no travel costs are charged and attorney time is charged only one-way.
- 4) Deputy City Attorney Kenny will not charge for travel costs or time for meetings at Suisun City.

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RESOLUTION NO. 2022-68

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN
CITY AMENDING THE CITY ATTORNEY CONTRACT WITH
ALESHIRE & WYNDER, LLP**

WHEREAS, Aleshire & Wynder, LLP (A&W) is a full service public law firm founded in 2003 with expertise in planning and land use, labor and employment, public finance, code enforcement, litigation, land movement, contracts, public works construction, public records, Brown Act, coastal, and all other areas of municipal law.

WHEREAS, in July of 2009 the City Council appointed A&W by its name partner David J. Aleshire, Esq., as the City Attorney of the City of Suisun City, pursuant to Contract Services for City Attorney Services (Agreement).

WHEREAS, Section 1 of the Agreement provides that the “designated City Attorney, Agency Counsel, and Assistant City Attorney may be established from time to time or modified by resolution of the City Council.”

WHEREAS, in July of 2011, the City Council designated A&W attorney Anthony Taylor as the City Attorney. Mr. Taylor served in that capacity until September 2021.

WHEREAS, in September of 2021, the City Council designated A&W attorney Elena Gerli as the City Attorney. Ms. Gerli currently serves as the City Attorney.


NOW, THEREFORE, the City Council of the City of Suisun City, California, does hereby resolve as follows:

Section 1. The City Council of the City of Suisun City hereby approves Amendment No. 1 to the Agreement between the City of Suisun City and Aleshire & Wynder, LLP substantially in the form of contract attached hereto as Attachment A and incorporated by reference. The City Manager is authorized to execute the amendment in a substantially the form provided.


Section 2. The provision of this Resolution shall become effective May 17, 2022.

[SIGNATURES ON FOLLOWING PAGE]

1 **PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council
2 of the City of Suisun City, California, on this 17th day of May 2022.

3 
4 Alma Hernandez, Mayor Pro Tem

5 ATTEST:

6 
7 Anita Skinner
8 City Clerk

9 **CERTIFICATION**

10 I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City
11 Council of said City, do hereby certify that the above and foregoing resolution was passed,
12 and adopted at a Regular Meeting of said City Council of the City of Suisun City duly held on
Tuesday, the 17th of May 2022, by the following vote:


13 **AYES:** Council Members: Day, Hudson, Williams, Hernandez

14 **NOES:** Council Members: None

15 **ABSENT:** Council Members: None

16 **ABSTAIN:** Council Members: None

17 **WITNESS** my hand and the seal of said City this 17th day of May 2022.

18 
19 Anita Skinner
20 City Clerk

AMENDMENT NO. 1

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment No. 1”) by and between the **CITY OF SUISUN CITY** (“City”) and ALESHIRE & WYNDER, LLP (“Attorney”) is effective as of May 17, 2022.

RECITALS

A. City and Attorney entered into that certain Agreement for Contractual Services effective July 8, 2009 (“Agreement”) whereby Attorney agreed to provide comprehensive City Attorney services (the “Services”) to City at the rates and in the manner set forth therein.

B. City and Consultant now desire to amend the Agreement to provide for updated compensation for Attorney’s Services.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

a. Exhibit A, Fee Arrangement, to the Agreement is replaced in its entirety with Exhibit A, Fee Arrangement, Amendment No. 1, attached hereto and incorporated herein.

b. Exhibit B, Statement of Fee Arrangement, is replaced in its entirety with Exhibit B, Statement of Fee Arrangement, Amendment No. 1, attached hereto and incorporated herein.

c. Notices to Attorney pursuant to Section 13 of the Agreement shall be sent to the following:

Aleshire & Wynder
2361 Rosecrans Avenue
Suite 475
El Segundo, CA 90245
Attn: Elena Q. Gerli

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party

represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

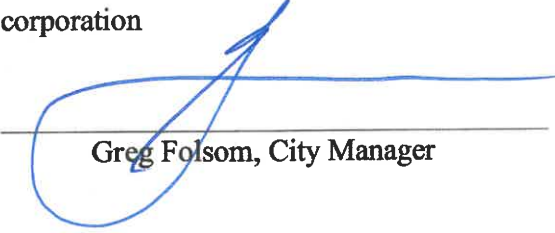
5. **Authority.** The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SUISUN CITY, a municipal corporation



Greg Folsom, City Manager

ATTEST:



Anita Skinner, City Clerk

ATTORNEY:

ALESHIRE & WYNDER, LLP

By: 

Tiffany Israel, Managing Partner

EXHIBIT "A"
FEE ARRANGEMENT
AMENDMENT NO. 1

- (1) General legal services will be billed at the blended rate of \$235 per hour.
- (2) Special legal services include litigation matters, public finance, disciplinary actions or hearings, labor negotiations, redevelopment, housing, cable television, water, toxics, refuse, franchising, enterprise activities and any major contract negotiation involving more than 10 hours (with City Manager approval). Except for insurance defense, code enforcement, and public finance, all such matters shall be billed at the rate of \$245 per hour for associates, and \$275 per hour for partners.
- (3) Insurance defense litigation and code enforcement will be billed at a rate of \$245 per hour for associates, and \$260 for partners.
- (4) Where there is an opportunity to obtain cost recovery through a private party such as a developer, the hourly rate will be \$350 per hour.
- (5) For public finance the fee structure shall be as follows: (i) For land based issues (i.e. CFD, Assessment or Improvement Districts) 1.5% (one and a half percent) of the first \$1 million executed and delivered; three-quarters percent of the next \$4 million executed and delivered; one-third percent of the next \$10 million; one-eighth percent of the next \$10 million; and one-tenth percent of any amount over \$25 million; subject to a minimum fee of Forty Thousand Dollars (\$40,000); or (ii) For all other financings the above schedule applies with a 25% discount. In the event that multiple series of bonds or notes are issued, the foregoing fee schedule would be applied to each issue. Fees shall be contingent unless otherwise directed by the client. If contingent, payment of the fees is entirely contingent upon the successful execution and delivery of the bonds or notes to be payable on or after delivery except for out- of-pocket expenses. In addition to the foregoing, a fee of \$6,000 may be charged if a tax opinion is required. At the discretion of City, City may choose a non-contingent structure in lieu of the above schedule at the rate of \$350 per hour on a blended rate for all attorney time incurred.
- (6) In addition to the foregoing, the Firm would be reimbursed for out-of-pocket expenses including telecopier, messenger, courier, and other communication costs; reproduction expense; computer research services; court reporters; mileage cost to court and administrative proceedings; travel expenses outside of Riverside and Orange Counties; and other costs and expenses incurred on your behalf. Notwithstanding the foregoing, we do not charge for word processing, routine computer-assisted legal research, local calls or mileage to City Hall or City offices. In exchange, when on-site, we would have the ability to use City copiers and telephones without charge.
- (7) The blended rate for legal assistants (Paralegal), irrespective of matter, shall be \$160 per hour.
- (8) Travel time shall be charged at \$175 per hour.
- (9) On July 1 of each year, starting July 1, 2023, the foregoing rates shall be subject to annual adjustment pursuant to the San Francisco-Oakland-Hayward Consumer Price Index from April of the same year, provided that the adjustment shall not be less than \$0.

EXHIBIT "B"
STATEMENT OF FEE ARRANGEMENT
AMENDMENT NO. 1

The Firm's fees are charged on an hourly basis for all time actually expended and are generally billed monthly with payment due within thirty (30) days after the date of the bill. However, where contract rates are established, they prevail over design rates. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. Annually, you will be provided with the prevailing hourly design rates for the attorneys who will spend the predominate amount of time on this matter. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience, as well as inflationary factors. These increases are generally made on an annual basis effective at the beginning of each calendar year.

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying (charge of twenty five cents (\$0.25) per page) and other reproduction costs, staff overtime when necessitated and authorized by the client, and computer-assisted research fees when authorized by the client, all based on the actual and reasonable cost (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs).

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of Los Angeles, Riverside, San Bernardino or Orange Counties. Travel time may also be charged in connection with such proceedings. In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client.

It is understood that Firm will generally not charge for local telephone calls or calls made to City. In exchange, Firm shall not be charged for calls made or received when at City, whether local or long distance, or for copying charges since copying onsite will reduce the charge to the client.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All bills are expected to be paid within thirty (30) days of the date of the billing statement. In the event any statement remains unpaid for more than thirty (30) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

Registration fees for attorneys attending conferences and seminars are paid by the Firm and are never charged to City (unless attendance is expressly requested by City).



City Attorney Options Discussion and Direction

September 5, 2023

1

City Attorney Responsibilities

- Legal advice
- Drafting and reviewing documents
- Litigation
- Code Enforcement
- Land Use and Zoning
- Criminal procedure Law
- Public meetings
- Employment Law
- Public records and open government
- Ethics/Conflicts of interest
- Legislation

2

2

2018 Solano County Grand Jury Report

- Identified City Attorney models that cities use
- Provided some pros and cons for each model
- Identified costs for City Attorney services for each city
- Identified that each model has its own merits and drawbacks

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Three City Attorney Options

1. Have a contracted City Attorney (current model)
2. Have a fully In-House City Attorney's Office staffed by city employees
3. Have a combination (Hybrid model) of In-House Attorney's Office for day to day with contract for specialized legal services and litigation

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Contract City Attorney Pros

- Offers third party perspective and impartiality
- Has access to expertise and knowledge of other municipalities, histories and responses
- Skilled in or has access to specialty areas such as water rights, land use, regulatory issues, and California Environmental Quality Act
- Can be cost effective as only services rendered are chargeable
- Clinical approach to risk management
- Is skilled at providing immediate cost effective answers
- As a consultant there are no employee benefits and terminating a contract usually involves no monetary penalties
- No additional overhead costs for office space or supplies
- Likely to be less expensive than In-House City Attorney

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Contract City Attorney Cons

- Every interaction is billable
- Higher variable costs, so the greater use of the attorney equates to higher monthly bills
- Attorney may or may not be local
- Cannot just walk over to talk to attorney
- Attorney may represent one or more other cities and may not be immediately available
- Less control over the assigned attorney

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In-House City Attorney Pros

- Provides institutional knowledge, accessibility and continuity
- Has an intimate and expanding knowledge of the city, its employees and citizens/public
- Is readily accessible with no thought of an hourly fee
- Contributes leadership skills
- Can help the organization develop and manage future risk
- Has a unique opportunity to build community trust
- As a municipal employee has a set hour work day schedule which provides the budget with a fixed cost associated with salary and benefits

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In-House City Attorney Cons

- Much more difficult and costly to change attorneys
- High fixed costs restricts ability of city to cut costs by reducing use of attorneys
- City likely to need more staff than just one attorney
- In-house attorney will likely need a law library of some sort
- Currently no space at City Hall for a City Attorney's Office and staff without displacing another department
- In an increasingly complicated legal environment, a generalist has limits in specialty areas of the law, so City will still likely need to contract for specialized legal services and litigation at an unknown cost
- Potential lack of attorney services when employee is sick or on vacation, depending upon the number of attorneys or ability to use contract law firm
- Likely to be more expensive than outsourcing

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2018 Solano County Grand Jury Report FYE 2016 City Attorney Salary + Benefits

▪ Benicia	\$292,170
▪ Vacaville	\$398,747
▪ Vallejo	\$367,117

These amounts are for one City Attorney position, not including additional staff or overhead

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2018 Solano County Grand Jury Report FYE 2017 Total Legal Expense Data

▪ Benicia	In-House *	\$824,962
▪ Dixon	Outsourced	\$898,019
▪ Fairfield	Outsourced	\$1,073,526
▪ Rio Vista	Outsourced	\$147,857
▪ Suisun City	Outsourced	\$177,147
▪ Vacaville	In-House	\$1,132,771
▪ Vallejo	In-House	\$3,255,821

* Now outsourced

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FYE 2023 Suisun City Attorney Costs

▪ General Fund Cost	\$307,701
▪ Other Funds Cost	\$263,972
▪ Total Cost	\$571,673

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FYE 2023 Suisun City Attorney Costs

▪ Extraordinary costs	
▪ 301 Line St.	\$21,562.27
▪ Pickering	\$43,967.68
▪ Developer reimbursable	\$26,674.50
▪ Successor Agency	\$29,477.00
▪ Employment Law	\$108,848.70

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In-House Staffing Examples

- | | | |
|-------------------|-------------------|---|
| • Brentwood | Population 64,513 | 6 FTE in City Attorney's Office. |
| • Burlingame | Population 30,106 | 3.5 FTE plus contract for specialty services. |
| • San Luis Obispo | Population 47,545 | 8 FTE in City Attorney's Office. |
| • San Pablo | Population 36,000 | 2 FTE in City Attorney's Office. |

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Next Steps?

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Outsourced City Attorney Path Forward

- Identify the items to be included in the RFP
 - Multiple example RFPs provided
 - Full Council or ad hoc?
- Put out RFP
- Review proposals in closed session and identify which law firms to interview
- Conduct closed session interviews
- Approve contract in open session

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In-House City Attorney Path Forward

- Identify the important legal services to be done in house and whether to provide all services in house vs. Hybrid model
- Identify the minimum staffing needed
- Identify the overhead costs
- Identify the overall preliminary City Attorney Office budget

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In-House City Attorney Path Forward

- Create job descriptions
- Complete compensation study/approve new salaries
- Contract with executive recruiter for City Attorney (approx. \$30,000)
- Closed session interviews
- Approve City Attorney employment contract in open session

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In-House City Attorney Path Forward

- With input from new City Attorney, RFP for contracting out additional legal services, if not fully In-House
- Closed session interviews for outsourced legal services, if applicable
- HR recruitment for additional staffing once City Attorney is on board
- At least 6 month process to get In-House City Attorney on board
 - target date July 1, 2024

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Next Steps

- Provide staff with direction on how to move forward.
 - If moving forward on RFP for contracting out, provide direction on what to include in RFP and if an ad hoc is appropriate
 - If moving forward on an In-House City Attorney, provide direction on what additional information Council would like and if an ad hoc is appropriate
 - Or provide other direction

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Conclusions & Questions

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SUISUN CITY MAYOR INFORMATIONAL REPORT SEPTEMBER 5TH, 2023

REGIONAL BOARDS / COMMISSIONS / COMMITTEES:

- ✓ Solano Transportation Authority Board Member (STA)
- Solano County Water Agency Board Member (SCWA)
- Capitol Corridor Joint Powers Authority (CCJPA)
- SolTrans Board of Directors
 - ✓ Local Agency Formation Commissioner (Alternate) (LAFCO)
 - ✓ CAP2 Solano JPA (Solano Regional Homelessness Board)
- Solano Economic Development Center Board Member
 - ✓ Napa-Solano Area Agency on Aging
- Solano County Mayor's Committee
- City-County Coordinating Committee

Suisun City Committees / Ad-Hoc:

- Suisun-Solano Water Authority Executive Committee
 - ✓ Suisun-Solano Water Authority Board
- Fairfield-Suisun Sewer District Executive Committee
- Fairfield-Suisun Sewer District Board
- Suisun City Environment and Climate Committee Chair
 - ✓ Suisun City / Fairfield-Suisun Unified School District Joint Advisory Committee
- 30 Acre Parcel Highway 12 and Marina Mixed Use Ad-Hoc Committee
 - ✓ City Manager Evaluation 2023 Ad-Hoc Committee
- Suisun City Economic Vitality Ad-Hoc Committee

Other:

- ✓ Fairfield-Suisun Unified School District Resource Fair
- ✓ League of California Cities-Northern Division Lobby Day
- ✓ Senior Health Resource Fair
- ✓ Senate Committee Hearing on Agriculture
- ✓ Suisun City/Planning Commission Joint Meeting

Fairfield-Suisun Unified School District (FSUSD) Back to School Fair (August 12, 2023)

- Attended the FSUSD Back-to-School Fair.
- The event included free backpack giveaways, regional resources, onsite-mobile clinic, BBQ, dance performances, and safety bicycle helmet giveaways.
- Approximately 1,300 children with their families attended the event.

Local Agency Formation Commissioner Board Meeting (August 14, 2023)

- Attended as the Alternate board member representing city mayors.
- The board held a Public Hearing for the Fairfield Island Annexation Phase 1 of locations generally referred to -Pittman Road, Blessed Baptist Church, and Sunset Apartments. These three separate islands were unincorporated areas surrounded by the City of Fairfield.

- The board approved the annexation of these three islands, annexation into Fairfield-Suisun Sewer District, and detachment from the Suisun Fire Protection District, Cordelia Fire Protection District, Special Road Fund 108, and Solano County Lighting Service Area.
- The board approved an update to the personnel and salary resolution to reflect a 5% Cost of Living Adjustment and approved a new LAFCO project specialist.

Monthly STA Board Briefing with Executive Director (August 14, 2023)

- Received updates regarding the updated School Tripper Schedule reflecting a change to the afternoon pick-up times based on direct community feedback.
- Received update that one of the current Micro-Transit buses in circulation was receiving maintenance and was reaching end of life. This bus was a donation from SolTrans.
- Received update that two Micro-Transit buses were being donated from the City of Vacaville for Suisun City use and that the three new buses approved by STA would be in the process to be ordered. Expected RFP and delivery is approximately up to one year out.
- Received update that RFP for Micro-Transit app has been awarded and new app should be accessible by end of year.

Suisun-Solano Water Authority Board Meeting (August 14, 2023)

- Note: Did not attend this meeting. Meeting was chaired by Vice President Kluge.
- The board approved on Consent to authorize the SSWA manager to engage NBS Government to update the 2021 Financial Plan and Water Rate Study and prepare a Capacity Fee Study.
- The board authorized the General Manager to purchase materials to have on hand in the event an emergency repair is needed to the Tolenas Lateral, Tolenas Transmission Line, and Gregory Hill Pipeline and further authorize advertising a Request for Proposals (RFP) to investigate the current state of corrosion protection on the remaining portions of prestressed concrete cylinder pipe of the Tolenas Lateral.

Greenbelt Alliance Hidden Heroes Award Ceremony (August 14, 2023)

- Attended the Hidden Heroes Award Ceremony recognizing Emily Corwin, Senior environmental Engineer from Fairfield-Suisun Sewer District (FSSD), as one of three honorees.
- Emily was honored for her work with FSSD and Suisun City regarding the Kellogg Resiliency Project. This project and projects near the FSSD headquarters are being designed to prioritize action to mitigate the impacts of sea level rise.
- Suisun City was featured as one of the cities selected by Greenbelt Alliance of work being done to create greater awareness of it being a “hot spot” of environmental challenges due to sea-level rise by 2030-2050.

City Manager Evaluation Ad-Hoc Committee (August 22, 2023)

- The Ad-Hoc Committee, comprised of Mayor Hernandez and Mayor Pro Tem Washington, met to consolidate the evaluations completed by the rest of the City Council.

- Evaluations were completed and discussed at the August 29th Closed Session meeting, with no reportable items.

League of California Cities-Northern Division Lobby Day in Sacramento (August 23, 2024)

- Attended a lobby day in Sacramento with other elected officials from the Northern Division of CalCities.
- Met with legislators to advocate for local resources, especially around mental health and homelessness.
- Advocated for a need to look at funding formulas at the local level, currently cities with less than 50K people, like Suisun City, do not qualify to receive direct funding from the State for homelessness.

Suisun City Senior Health Resource Fair (August 24, 2023)

- Attended the Senior Health Resource Fair hosted by the Recreation, Parks, and Marina Department at the Joseph Nelson Community Center.
- The event consisted of regional service providers that work with older adults and their caregivers.
- Seniors also had the opportunity to be seen by the Mobile Diabetes Education Center (MOBEC) from Touro University for diabetes and blood pressure screenings and education.

CAP2 Solano JPA- Homelessness Regional Board Meeting (August 25, 2023)

- Attended the regional homelessness board meeting alongside Councilmember Dawson.
- The board received updates from the Strategic Planning Ad Hoc Committee which consists of Suisun City Councilmember Dawson and Rio Vista Councilmember Okamura. They synthesized prior work and updated a diagram that provides a high level visual overview of key areas of work.
- Received a variety of reports regarding individuals referred to service providers. Suisun City has referred unsheltered individuals to Shelter Solano, Resource Connect Solano, and Solano Family Justice Center.
- Meeting materials are located at www.capsolanojpa.org

Senate Committee Hearing on Agriculture (August 29, 2023)

- Attended the Senate Committee Hearing on Agriculture virtually.
- The topic of the hearing was in regard to “Navigating Threats to California Agriculture”. The Flannery Group, which has purchased a great amount of agricultural land in Solano County and near Suisun City, was a topic of discussion.
- The Committee Hearing addressed various policies regarding disclosure of purchases and local jurisdictions on properties purchased.

Suisun City / Planning Commission Joint Meeting (August 29, 2023)

- The City Council and Planning Commission held a joint meeting to review roles of each governing body, regulations, and to attain a better understanding of how each governing body works.
- City Council and Planning Commissioners received clarification on how Good Neighbor Policy works, opportunities to listen to Planning Commission meetings, and were provided opportunities to provide staff feedback on items they would like to see in the future, such as policies around commercial businesses.
- This is the second annual joint meeting between both governing boards.

Suisun City Environment and Climate Committee Meeting (August 30, 2023)

- The Committee received a presentation from Solano Economic Development Corporation regarding Bay Area Regional Energy Network (BayREN).
- The Committee received a report and presentation regarding Energy and Sustainability Policies, Building Codes, and Urban Runoff Management Program from Development Director Bermudez, Public Works Director Vou, and Public Works Engineer Lozano.
- The Committee provided direction on the types of policies regarding sustainability they would like to see in current and future developments.
- The Committee has been advised of the Environmental Impact Report (EIR) that will be made available regarding the Highway 12 Logistics Center. As per their Resolution, the Committee has an opportunity to provide a formal response.

Suisun City / Fairfield-Suisun Unified School District (FSUSD) Joint Meeting (August 31, 2023)

- A join meeting was held at City Hall Chambers for the City of Suisun and FSUSD.
- The meeting included updates regarding the City, the Family Resource Center at Suisun Elementary, Suisun Micro Transit, Unsheltered Families, Camp CHAOS, Safe Routes to Schools, and the new Suisun City Police Activities League (PAL) program.