AGENDA

SPECIAL MEETING OF THE SUISUN CITY COUNCIL
TUESDAY, JULY 5, 2022
5:30 P.M.

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

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

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

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

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: 839 7347 3481

CALL IN PHONE NUMBER: (707) 438-1720

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

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

ROLL CALL
Council Members

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

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

City Council
1. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
   Discussion of potential significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (1 potential case). Three Workers Compensation Claims by Joanne Ledford.

2. CONFERENCE WITH LABOR NEGOTIATOR
   Pursuant to Government Code Section 54957.6
   Agency negotiator: City Manager
   Employee organizations:
   SCPFA IAFF (Suisun City Professional Firefighters’ Association, International Association of Fire Fighters)

CONVENE OPEN SESSION
Announcement of Actions Taken, if any, in Closed Session.

ADJOURNMENT
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PLEASE NOTE:
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   • Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA;
   • Joe Nelson Center, 611 Village Drive, Suisun City, CA;
   • Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda was posted and available for review, in compliance with the Brown Act.
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, JULY 5, 2022
6:30 P.M.

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

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(Next Ord. No. – 795)
(Next City Council Res. No. 2022 – 94)
Next Suisun City Council Acting as Successor Agency Res. No. SA2022 - 02)
(Next Housing Authority Res. No. HA2022 – 02)
ROLL CALL
Council / Board Members
Pledge of Allegiance
Invocation

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

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

PRESENTATION/APPOINTMENTS
(Presentations, Awards, Proclamations, Appointments).
2. Proclamations Presented - (Hernandez: ahernandez@suisun.com).
   a. Presentation of Proclamation to Recreation, Parks and Marina Department Recognizing July 2022 as Parks and Recreation Month.
   b. Presentation of a Proclamation to Police Department Proclaiming August 6, 2022 as “National Night Out.”
3. Appointment of Voting Delegate and Alternate(s) for the League of California Cities Annual Conference – (Hernandez: ahernandez@suisun.com).

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

City Council
4. Council Consideration and possible action to adopt Resolution No. 2022-__: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City’s legislative bodies, as authorized by government code section 54953(e) et seq., through August 3, 2022 – (Folsom: gfolsom@suisun.com).
6. Council Adoption of Resolution No. 2022-____: Modifying the Current Stipend Rates to a Tier-Based System Based on Rank – (Renucci: grenucci@suisun.com).
7. Council Adoption of Resolution No. 2022-____: Authorizing the City Manager to enter into a contract with Fairfield Suisun Unified School District to Provide Extended Learning Time Programming – (Lofthus: klofthus@suisun.com).
8. Council Resolutions Calling for, Requesting Consolidation of November 8, 2022 General Municipal Election and Special Municipal Election, and Adopting Regulations Pertaining to Candidate Statements - (City Attorney).
   a. Council Adoption of Resolution No. 2022-____: A Resolution Of The City Council Of The City Of Suisun City Giving Notice And Calling For The Holding Of A General Municipal Election.
Election To Be Held On Tuesday, November 8, 2022, For The Election Of Certain Officers As Required By The Provisions Of The Laws Of The State Of California Relating To General Law Cities.

b. Council Adoption of Resolution No. 2022-___: A Resolution Of The City Council Of The City Of Suisun City Giving Notice And Calling For The Holding Of A Special Municipal Election To Be Held On Tuesday, November 8, 2022, For The Short Term Election Of The Office Of Mayor For The City Of Suisun City.

c. Council Adoption of Resolution No. 2022-___: A Resolution Of The City Council Of The City Of Suisun City Requesting The Board Of Supervisors Of The County Of Solano To Consolidate A General Municipal Election And A Special Municipal Election To Be Held On Tuesday, November 8, 2022 With The Statewide General Election To Be Held On The Date Pursuant To Section 10403 Of The Elections Code.

d. Council Adoption of Resolution No. 2022-___: A Resolution Of The City Council Of The City Of Suisun City, California, Adopting Regulations For Candidates For Elective Office Pertaining To Candidates Statements Submitted To The Voters At An Election To Be Held On Tuesday, November 8, 2022.

Suisun City Council Acting as Successor Agency

9. Successor Agency Adoption of Resolution No. SA 2022-___: Authorizing the Executive Director to Execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions with Suisun Health and Wellness, LLC for the Sale of Approximately 0.16 Acres Located on Lotz Way (Solano County Assessor’s Parcel Number 0032-061-390) – (Bermudez, jbermudez@suisun.com).

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

10. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on June 21, 2022 - (Skinner: askinner@suisun.com).

PUBLIC COMMENTS

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PUBLIC HEARING

Housing Authority

11. Housing Authority Resolution No. HA 2022-____: Resolution of the Housing Authority of the City of Suisun City approving the First Amendment by and among the Housing Authority of the City of Suisun City and Harbor Park LLC, providing for certain changes relating to the project description and provisions to the Disposition and Development Agreement regarding the Almond Gardens Apartments property dated November 2, 2022, located at APN 0032-101-420
and 0032-102-160, in the City of Suisun City (Continued from June 21, 2022) – (Bermudez: jbermudez@suisun.com).

GENERAL BUSINESS

Suisun City Council Acting as Successor Agency

12. Successor Agency Adoption of Resolution No. SA 2022-__: A Resolution of the Suisun City Council Acting as the Successor Agency to the Redevelopment Agency of the City of Suisun City Approving a Modification of the First Time Homebuyer Program to Remove the Provisions of the Loans Affordability Restrictions but maintain the homeowner’s obligation to pay the calculated Equity Share at loan payoff – (Lawton: klawton@suisun.com).

City Council

13. Discussion and Direction Regarding Code Enforcement in the City of Suisun City – (Bermudez: jbermudez@suisun.com).

14. Council Discussion and Direction: Community Christmas Tree Replacement Location – (Lofthus: klofthus@suisun.com).

15. Police Department Showcase – (Roth: aroth@suisun.com).

REPORTS: (Informational items only)

16. Council/Boardmembers Updates

17. Non-Discussion Items

ADJOURNMENT

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   - Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of July 5, 2022 was posted and available for review, in compliance with the Brown Act.
WHEREAS parks and recreation is an integral part of communities throughout this country, including Suisun City; and

WHEREAS parks and recreation promotes time spent in nature, which supports mental as well as physical health and wellness by increasing the cognitive performance and well-being of people who live near and spend time in parks; and

WHEREAS parks and recreation encourages physical activities by providing space for sports, trails, community events, and gathering spaces designed to promote active lifestyles; and

WHEREAS park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS parks and recreation increases a community’s economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS Suisun City continues to find creative funding methods including grants to help improve the park system and replace play structures including at Montebello Vista Park; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the Recreation, Parks, & Marina Department continues to provide social, emotional, educational programming to all ages and continue to develop appropriate events and spaces in which the community can recreate and build community.

NOW, THEREFORE, BE IT RESOLVED, that I, Alma Hernandez, Mayor Pro Tem of the City of Suisun City do hereby proclaim July 2022 as

“PARKS AND RECREATION MONTH”

in the City of Suisun City and in doing so, urge all residents to enjoy our parks and participate in recreational opportunities to appreciate nature, exercise, socialize and have fun.
Office of the Mayor  
Suisun City, California  

Proclamation

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique nationwide crime, drug, and violence prevention program on Tuesday, August 2, 2022, entitled "National Night Out"; and

WHEREAS, this year's "39th Annual National Night Out" provides a unique opportunity for Suisun City to join forces with thousands of other communities across the country in promoting cooperative police-community crime prevention efforts; and

WHEREAS, it is essential that all citizens of Suisun City be aware of the importance of crime prevention programs and the impact their participation can have on reducing crime, drugs, and violence in Suisun City; and

WHEREAS, the City of Suisun City will continue to strengthen public and private relationships with residents and businesses alike through community outreach programs such as National Night Out and,

WHEREAS, Neighborhood Watch Groups play a vital role in assisting the Suisun City Police Department through joint crime, drug and violence prevention efforts in Suisun City; and

WHEREAS, The Salvation Army Kroc Center has supported "National Night Out" locally each year; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program; and therefore, the Salvation Army Kroc Center and the Suisun City Police Department are sponsoring a community block party for National Night Out 2022 at Carl E. Hall Park; and

WHEREAS, The Salvation Army Kroc Center has become an integral part of our community providing children and families the opportunity to discover and develop their passions and talents within their own neighborhood; and

NOW, THEREFORE, I, Alma Hernandez, do hereby proclaim Tuesday, August 2, 2022, as

"NATIONAL NIGHT OUT"

in Suisun City and urge all citizens of Suisun City to join with the National Association of Town Watch; the Salvation Army Kroc Center and the Suisun City Police Department in supporting the "39th Annual National Night Out" by participating in neighborhood events and activities.


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

Alma Hernandez, Mayor Pro Tem

ATTEST:

DATE: July 5, 2022
AGENDA TRANSMITTAL

MEETING DATE: July 5, 2022

CITY AGENDA ITEM: Council Consideration and possible action to adopt Resolution No. 2022__: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City’s legislative bodies, as authorized by government code section 54953(e) et seq., through August 3, 2022.

FISCAL IMPACT: None.

STRATEGIC PLAN: Provide Good Governance

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

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

The other major change was that all public agencies, if they want to continue to conduct public meetings remotely, must adopt a resolution every 30 days making the findings of necessity to do so and affirming the measures in place to allow remote public comments by the public.

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

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

1. Either the “state of emergency” must remain active, or state or local officials have imposed or recommended measures to promote social distancing; and

2. No later than 30 days after teleconferencing for the first time under AB 361 rules, and every 30 days thereafter, the legislative body, by majority vote, finds that it has

PREPARED/APPROVED BY: Greg Folsom, City Manager
reconsidered the circumstances of the state of emergency and at least one of the following circumstances exist:

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

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

**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2022-____: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City’s the legislative bodies, as authorized by government code section 54953(e) et seq., through August 3, 2022.

**ATTACHMENTS:**

1. Resolution 2022-____: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City’s the legislative bodies, as authorized by government code section 54953(e) et seq., through August 3, 2022.
RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY PROCLAIMING A LOCAL EMERGENCY PERSISTS AND AUTHORIZING THE TRANSITION TO USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY CITY’S THE LEGISLATIVE BODIES, AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(E) ET SEQ., THROUGH AUGUST 3, 2022

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

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

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

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

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

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

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

WHEREAS, Government Code section 54953(e) further requires that state or local officials have imposed or recommended measures to promote social distancing; or, the legislative body of the City finds that meeting in person would present imminent risk to the health and safety of attendees; and
WHEREAS, the Council hereby finds that such emergency conditions now exist in the City, such that meeting in person for the meetings of the legislative bodies of the City would present imminent risk to the health and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus among those in attendance; and

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

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

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

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

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

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

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

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

Section 5. The City Manager and legislative bodies of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) August 3, 2022, or (ii) such time the Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Suisun City duly held on July 5, 2022, by the following vote:

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

WITNESS my hand and the seal of said City this 5th day of July 2022.

_________________________________
Anita Skinner
City Clerk
AGENDA TRANSMITTAL

MEETING DATE: July 5, 2022

CITY AGENDA ITEM: Council Review and Approve Letter of Response to Solano County Grand Jury Report “Solano County is Not Prepared for Future Emergencies” and Authorize the Mayor to Sign Response Letter.

FISCAL IMPACT: There is no fiscal impact.

STRATEGIC PLAN: Provide Good Governance, Ensure Public Safety

BACKGROUND: The Solano County Grand Jury issued a report on May 31st, 2022, entitles “Solano County is Not Prepared for Future Emergencies”. Suisun City is included in the list of affected agencies that are required to submit a response by August 1st, 2022.

STAFF REPORT: The Grand Jury reviewed Solano County Public Safety agencies emergency operation plans. Solano County does not have one specific department to manage and coordinate emergency prevention, preparation, and mitigation activities throughout the county and, therefore, relies on the independent agencies to coordinate their efforts. This year, the Solano County Civil Grand Jury investigated the current situation and the proposed solutions from past studies to evaluate the state of preparedness in Solano County to address future emergencies.

The statement of facts review reports from the last 10 years alerting officials and residents about the need for better preparation for disasters and the inadequacy of fire protection in rural areas. Recommendations included fire district consolidation, better communications, and implementation of a shared, fully staffed dispatch system. A majority of the reports relayed a need for leadership at the county level to coordinate activities.

The City has provided responses to Finding 2 and Recommendation 2a and 2b.

- **Finding 2** “There is a need for a coordinated city and countywide evacuation plan for Solano County”: The respondent agrees with finding.
- **Recommendation 2a** “Develop compatible evacuation zones and routes throughout the county”: The recommendation has been implemented as it relates to Suisun City.
- **Recommendation 2b** “Create public awareness of evacuation zones and routes”: The recommendation has been implemented as it relates to Suisun City.

RECOMMENDATION: City Council Review and Approve Letter of Response to Solano County Grand Jury Report “Solano County is Not Prepared for Future Emergencies” and Authorize the Mayor to Sign Response Letter.

ATTACHMENTS:

2. Draft Grand Jury Response Letter

PREPARED BY: Aaron Roth, Police Chief
REVIEWED AND APPROVED BY: Greg Folsom, City Manager
2021-2022

Solano County Is Not Prepared For Future Emergencies
I. SUMMARY

When a significant portion of a community experiences a large-scale disaster, residents trust that emergency responders have systems in place to coordinate their actions. Cities in Solano County have approved emergency response plans to support people within a specific jurisdiction. However, disasters such as wildfires, hazardous spills, or earthquakes often impact properties across legal boundaries. A weakness in plans in one community can affect people in another. Over the last decade, several agencies have presented studies and reports related to disaster prevention and fire protection to various county jurisdictions in Solano County. Those reports clearly described weaknesses and proposed solutions. Yet the realities have not changed. The Solano County Civil Grand Jury found that a reorganization of responsibilities at the county level would provide a centralized agency to coordinate emergency prevention, management decisions, and actions.

II. INTRODUCTION

Like all counties in California, Solano County is in an area subject to many natural disaster risks and vulnerabilities, including wildfires, droughts, earthquakes, and flooding. Since 2017 there have been eight Disaster Declarations in our county (four fires, two extreme weather, and two disaster declarations for one pandemic). Residents expect attention to prevention, protection, and mitigation of these hazards from their local government, yet many serious events do not observe legal boundary lines. City residents rely on their city departments, including police, fire, public works, and water treatment, for much of their protection. A patchwork of special districts, county departments, and individual property-owner initiatives provide these services for residents in unincorporated areas of Solano County.

A recent fire event demonstrated how a weakness in one section of the County sometimes impacts residents in other jurisdictions. The 2020 Sonoma-Lake-Napa Unit (LNU) fire spread rapidly from rural lands to threaten city-regions in the western portions of Vacaville and Fairfield and, ultimately, across Interstate 80. After receiving evacuation warnings, those leaving Fairfield faced gridlock because of Vacaville and Travis Air Force Base traffic, especially on Peabody and Vanden Roads. There is a documented need for more focused attention and funding for countywide planning, prevention, management, and coordination to better prepare for future events.

Unlike other counties in California, Solano County does not have one specific department to manage and coordinate emergency prevention, preparation, and mitigation activities throughout the county. Several departments including the Sheriff's Office, Department of Information Technology (DoIT), Resource Management/Public Works, and the County Administrator are involved, each having their own responsibilities. This year, the Solano County Civil Grand Jury investigated the current situation and the proposed solutions from past studies to evaluate the state of preparedness in Solano County to address future emergencies.
III. METHODOLOGY

Interviewed:
Fairfield Fire Department personnel
Solano County Office of Emergency Services (OES) personnel
Solano County Information Technology personnel
Solano County Sheriff’s Office personnel
Sonoma County Administrator Office personnel
Vacaville Fire Department personnel
Vacaville Fire Protection District personnel
Vallejo City personnel
Vallejo Fire Department personnel
Vallejo Police Department personnel

Reviewed:
After-Action Reports:
- Sonoma County: 2018 Tubbs Fire, 2020 Kincade Fire
- CalFire 2020 LNU Fire
- Solano County EOC 2020 LNU After Action Report and Improvement Plan
- Solano County OES 2020 After-Action Report

California legislation:
- California Emergency Services Act, Government Code, Title 2, Chapter 7, 1970-2021
- AB 38 Fire Safety, Defensible Space Inspection (2019)

Joint Exercise of Powers of Agreement for Solano County Regional Radio Communications System Authority (Draft)
Emergency Operations Plans (EOPs) for all cities and Solano County, 2022 versions.
LAFCO agendas, minutes, MSRs, and special reports:
- 2014 LAFCO: Solano Fire Districts Municipal Service Review
- 2020 LAFCO: Fire Special Study of the four Solano Fire Protection Districts (aka Citygate report)

Solano County Documents:
- Board of Supervisors agendas and minutes
- Recommended and Adopted Budgets, 2021-22
- Fire Prevention Program Grant Applications
- Solano County Emergency Operations Plan, 2017
- Solano County Multi-Jurisdictional Hazard Mitigation Plans and annexes

Solano County Civil Grand Jury Reports and Responses:
- 2013 Suisun City Fire Protection District
- 2015 Fire Protection: Communication Consolidation
- 2015 Solano County Office of Emergency Services
- 2016 Cordelia Fire Protection District
- 2021 Wildfires on the Horizon, Solano Homes at Risk!

Sonoma County Department of Emergency Management, 2021-22 annual report.
Sonoma County Annual Adopted Budget, 2021-22.
Maps:
- High-fire severity zones in Solano County
- CalFire Districts with State Responsibility Areas (SRAs)
- Solano County Fire Prevention District boundaries
- Evacuation Annex, City of Benicia, 2019
- Evacuation zones and incident map, Sonoma County: [www.socoemergency.org/emergency/evacuation-zones](http://www.socoemergency.org/emergency/evacuation-zones)

Newspaper Articles:

**IV. Statement of Facts**

Over the past ten years, Solano County Civil Grand Juries and other agencies have issued many reports alerting public officials and residents about the need for better preparation for disasters and the inadequacy of fire protection in rural areas. Recommendations included fire district consolidation, better communications, and implementation of a shared, fully-staffed dispatch system. Most of the reports called for action, conveyed a sense of urgency and expressed a need for leadership at the county level to coordinate activities. A summary of these reports and their recommendations is shown below in Table 1.
Table 1. Summary of Recommendations 2013 through 2022

<table>
<thead>
<tr>
<th>Report Year, Agency and Title</th>
<th>Fire District Consolidation</th>
<th>Improved Communications</th>
<th>Critical Need/Sense of Urgency</th>
<th>Umbrella Leadership Role for County</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 Solano County Civil Grand Jury: Suisun Fire Protection District</td>
<td>X</td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2015 Solano County Civil Grand Jury: Fire Protection: Communication Consolidation</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2015 Solano County Civil Grand Jury: Solano County Office of Emergency Services</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2016 Solano County Civil Grand Jury: Cordelia Fire Protection District</td>
<td>X</td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2021 Solano County Civil Grand Jury: Wildfires On the Horizon, Solano Homes at Risk!</td>
<td>X</td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2014 LAFCO: Solano Fire Districts Municipal Service Review</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2020 LAFCO: Fire Special Study (aka Citygate report) of the four Solano Fire Protection Districts</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2017 Solano OES (a division of the Sheriff’s Office): County Emergency Operations Plan (online doc)</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2022 Solano County Multi-Jurisdictional Hazard Mitigation Plan (addresses many potential hazards such as wildfire, flood, earthquake, climate change, and extreme weather events.)</td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2020 LNU Fire Solano County Emergency Operations Center After Action Report and Improvement Plan</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>
The listed reports made various recommendations to address the identified issues. As of April 2022 attempts to address the shortcomings include:

- In 2021, the Board of Supervisors adopted a Resolution of Application to LAFCO to reorganize the Cordelia and Vacaville Fire Protection Districts and a portion of the Suisun Fire Protection District into a single district. LAFCO should be hearing the resolution sometime this year.

- Solano County and its cities are exploring adoption of a uniform communication system through a Joint Powers Agreement.

- The Solano County Fire Chiefs Association holds regular meetings to discuss common issues and solutions.

- The Office of Emergency Services (OES) received grants in November 2021 to establish a Countywide Fire Safe Council and hire a coordinator to support fire prevention efforts.

- Solano County and its cities adopted the revised Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) and its Annexes. This step augments Solano County’s ability to qualify for future grants.

- The Board of Supervisors is discussing a general fund tax increase to provide general county services such as adding fire protection and prevention and general government uses.

These actions indicate a continuing interest in addressing current weaknesses, although few solutions have been implemented.

No single office/department in Solano County is currently designated as responsible for tracking and resolving the issues identified in the reports listed above. Many California counties and larger cities have an identified Emergency Management Department with responsibility for coordination of prevention, preparation, mitigation, response and recovery activities related to large-scale emergencies and disasters. In 2018, the Tubbs Fire After-Action report in Sonoma County noted that 10 California counties had independent Emergency Management departments.

Based on recommendations in that report, Sonoma County made changes in their organization of county services related to emergencies, consolidating several responsibilities into a new department, providing a nearby example of how such a department functions. According to the 2019 Kincade Fire After-Action Report and Improvement Plan, “The County reorganized the Fire and Emergency Services Department, forming the Department of Emergency Management as an independent County department in July 2019, reporting to the County Administrator. The department is led by the Director of Emergency Management, who has the authorities of a Department Head.” This new department serves as the primary coordination point between cities and the county for emergency situations.

In the current fiscal year 2021-2022, Sonoma’s Department of Emergency Management (DEM) has eleven employees and a budget of $6.9 million. It receives 35% of its funding from the
General Fund. The department budget represents 0.7% of the total county budget. There are two full-time grant writers whose efforts have brought in up to $4 million per year in grants.

According to the Sonoma County Budget adopted in 2021-22, “The Department of Emergency Management leads and coordinates major countywide programs including community disaster preparedness, public education, government staff development, response planning, alert and warning, incident response management, and short-term recovery. The Department develops and sustains effective relationships with residents, County departments, cities, special districts, state and federal agencies, community-based organizations, and other allied stakeholder organizations.”

At the time of the 2017 Tubbs fire, Sonoma County had an emergency services division within another department. The County now reports that combining several existing positions into a single department has resulted in better coordination in four functional areas:

- **Administrative Services** - DEM is responsible for grants administration and provides the Department’s fiscal, human resources, logistics, and administrative services.
- **Emergency Coordination and Management** - DEM is responsible for developing emergency response plans, training for County staff and Operational Area jurisdictions, maintaining the County’s Emergency Operations Center (EOC) facility/organization, and supporting the development of hazard mitigation strategies.
- **Community Preparedness** - DEM develops individual, family, neighborhood, community, and private sector disaster preparedness through targeted outreach, public education, and engagement.
- **Community Alert & Warning** - DEM maintains the 24/7 communications technology, policies, training, and multi-jurisdictional coordination that enable the delivery of public warnings.

One local concern related to emergency planning mentioned in several interviews with the Solano County Civil Grand Jury is the state of publicized evacuation routes in most of Solano County. No city other than Benicia has included evacuation routes in their emergency plans. During the 2020 Solano LNU Fire, many residents experienced gridlock on surface streets between cities while trying to follow evacuation orders.

The Sonoma County Kincade Fire After-Action Report published in 2020 included two findings that were not noted in any local After-Action document following the LNU fire but described a similar situation. They are:

- “A disconnect remains between the County, the OA *(Operational Area)*, and local governments causing gaps in coordination and information-sharing.”
- “The county does not have a functional evacuation plan and repopulation plan.”

By May 2021, the Sonoma County DEM was able to address both issues using current organizational structure. Sonoma County and incorporated cities established standardized evacuation zones and routes, taking into account the topography and traffic patterns in the region. Previously, evacuation zones had been different for each incident. Zones now are
specific, smaller neighborhood areas that remain constant, and residents are urged to learn their evacuation zones and be ready to go when an evacuation order is issued. The zones are compact; the city of Santa Rosa has over 25 zones. New maps show evacuation zones for unincorporated areas in Sonoma County as well as the incorporated communities. A system coordinated by DEM distributed Evacuation Packs through organized neighborhood groups and at county libraries to publicize the process. The packs are available in English and Spanish and include a personal emergency plan template, evacuation checklist, and tips for power shutoffs. During the recent fire events of 2021, residents received notifications specific to their zone number to alert them of potential dangers and when to get ready, if necessary, to evacuate.

In Solano County, the 2022 adoption of a revised County Multi-Hazard Mitigation Plan (MJHMP) represents a positive step toward countywide coordination. This update represents the first time all municipalities have joined with the County plan and provides the groundwork for qualifying for grant funding. The plan identifies 44 specific mitigations for Solano County in addition to specific actions for each local jurisdiction. These address all hazards with an estimated cost for each step. A steering committee of county emergency professionals and others oversaw the plan's development and made recommendations on key elements.

To illustrate the level of detail in the current plan, an example of a wildfire mitigation action is below:

<table>
<thead>
<tr>
<th>Hazard Type</th>
<th>Mitigation Type</th>
<th>Status</th>
<th>Year</th>
<th>Title/Description</th>
<th>Responsible Party</th>
<th>Est. Cost</th>
<th>Est. Benefit</th>
<th>Time Frame</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wildfire</td>
<td>Prevention, Public Education &amp; Awareness, Emergency Service</td>
<td>Pending</td>
<td>2021</td>
<td>Establish egress routes from Travis Air Force Base; potential routes include Walters Road to Hwy 12</td>
<td>Solano County</td>
<td>Low-Funded under existing budget. Can be part of existing program.</td>
<td>High Provide immediate reduction of risk exposure for life and property.</td>
<td>1-3 years</td>
<td>High</td>
</tr>
</tbody>
</table>

*Note: As a living document, project descriptions and actions in the table will be modified to reflect current conditions over time. We have included only a small part of the Public Draft of the Solano County Multi-Jurisdictional Plan.*

With adoption of the MJHMP, Solano County and participating jurisdictions are now responsible for its implementation and maintenance. There is no department identified as a single point of responsibility for overall implementation.

V. FINDINGS AND RECOMMENDATIONS
FINDING 1 – Solano County needs a countywide approach to Emergency Management to coordinate emergency planning and response activities before, during, and after a major disaster or emergency incident.

RECOMMENDATION 1 – Consolidate all existing Solano County emergency management, planning, and prevention services into one Department of Emergency Management, providing an umbrella to coordinate existing county and city functions related to emergency and disaster events.

FINDING 2 - There is a need for a coordinated city and countywide evacuation plan for Solano County.

RECOMMENDATION 2a – Develop compatible evacuation zones and routes throughout the county.

RECOMMENDATION 2b – Create public awareness of evacuation zones and routes.

COMMENT 1 - With the economy badly damaged by the COVID pandemic, those searching for solutions to address the emergency needs of our community need to look beyond new taxes, which could exacerbate the already fragile personal financial health of many Solano County residents. There are state and national financial sources for emergency prevention and preparedness which the County must thoroughly explore and implement first. Solano County must seriously consider hiring dedicated grant writers to provide the necessary funding to address emergency needs. Our neighbor, Sonoma County, faced similar issues and has hired grant writers whose work has since been instrumental in funding most of the changes and improvements to its emergency safety measures.

COMMENT 2 - More wildfires will occur locally in areas that cross district and city boundary lines. In interviews with fire chiefs, the Solano County Civil Grand Jury heard “Predictable is preventable” and “Someone has to be the parent.” As local rural fire districts struggle to maintain equipment and keep training current for volunteers and professional firefighters, their situations impact all areas of the county. With every new city annexation, the rural fire district losing the annexed area also loses property tax revenues. Although each affected fire district receives mitigation payments at the time of annexation, it will face a loss of regular income once those have ceased. A Solano County Department of Emergency Management, including dedicated grant writers, would take the lead in clarifying responsibilities between agencies and look for a long-term solution, using grant funds as appropriate to support the process.

COMMENT 3 - During an evacuation or a significant highway disruption, residents rely on the ability to move out of a dangerous area. Well-designed, safe roadways are essential to the process. In Solano County, several roads serve as alternate routes between cities when Interstate 80 is not available or has limited access, including Jepson Parkway and Columbus Parkway. As cities approve new developments along sections of those roads, the developers and cities reach agreements about the deadlines for completion of needed roadway improvements. Cities vary in their expectations. While some areas of these roads are improved early in the construction phase, other sections are not scheduled for improvement until a significant number of housing units are.
completed. The Solano County Civil Grand Jury heard specific concerns in 2022 about traffic safety on Vanden Road near Canon Road, in Fairfield, and Columbus Parkway between Regents Park Drive and Benicia Road, in Vallejo. As the region moves to improve evacuation plans, jurisdictions should pay increased attention to deadlines for completion of these impacted roadways so the routes can handle traffic during an emergency.

**REQUIRED RESPONSES**

Solano County Board of Supervisors (All Findings)
Solano County Administrator’s Office (All Findings)
City Council and Manager (Finding 2)
   Benicia
   Dixon
   Fairfield
   Rio Vista
   Suisun City
   Vacaville
   Vallejo

**COURTESY COPIES**

Solano County Sheriff
OES Director
City and District Fire Chiefs
   Benicia
   Dixon
   Fairfield
   Rio Vista
   Suisun City
   Vacaville
   Vacaville Fire Protection District
   Vallejo
Police Department Administration
   Benicia
   Dixon
   Fairfield
   Rio Vista
   Suisun City
   Vacaville
   Vallejo
Solano County LAFCO
Sonoma County Department of Emergency Management Administration
July 5, 2022

Carl DuBois
Foreperson
2021-2022 Solano County Grand Jury
600 Union Avenue
Fairfield, CA 94533

Re: Grand Jury Report from the Solano County Grand Jury for 2021-2022 entitled:
Solano County Is Not Prepared for Future Emergencies

Dear Foreperson DuBois,

The City of Suisun City wishes to thank the members of the Solano County Grand Jury for their report and bringing this to our attention. Staff has reviewed the recommendations which are applicable to the City of Suisun City, and submitted the response to the City Council for approval.

FINDING 2 – There is a need for a coordinated city and countywide evacuation plan for Solano County.

Respondent agrees with finding.

RECOMMENDATION 2a – Develop compatible evacuation zones and routes throughout the county.

Recommendation has been implemented as it relates to Suisun City. In 2020, the Suisun City Fire Department worked with the Suisun City Police Department and the Suisun City Public Safety and Emergency Management Committee to develop an Emergency Operations Plan for Suisun City. In this plan, evacuations are specifically addressed in the 98-page Evacuation Annex. The annex attachment contains evacuation zones and routes within Suisun City, as well as a comprehensive checklist and other considerations during an incident where evacuation is necessary. This Emergency Operations Plan was adopted by the Suisun City, City Council on September 1, 2020.
RECOMMENDATION 2b – Create public awareness of evacuation zones and routes.

Recommendation has been implemented as it relates to Suisun City. – The City of Suisun City discussed evacuation zones several times publicly prior to Council adopting the Emergency Operations Plan for the City. The Suisun City Fire department does frequent outreach at community events and will often refer to this plan and associated disaster preparedness resources. Consideration of posting portions of this plan to the City’s website is being discussed as the city works through a website program upgrade.

Best Regards,

Alma Hernandez,
Mayor Pro Tem

Cc: City Council
AGENDA TRANSMITTAL

MEETING DATE: July 5, 2022

CITY AGENDA ITEM: Council Adoption of Resolution No. 2022 - ____: Modifying the Current Stipend Rates to a Tier-Based System Based on Rank.

FISCAL IMPACT: There will be no additional cost to the general fund.

STRATEGIC PLAN: Ensure Public Safety.

BACKGROUND: Suisun City Reserve personnel are not hourly employees however, they receive a stipend as a form of reimbursement for their costs associated with uniforms, travel, and food.

STAFF REPORT: The fire department proposes the below changes in the stipend structure for Suisun City Reserve personnel:

- Reimbursement changes per rank per 12-hour shift:
  - Chief Officers: $85.00
  - Fire Captains: $80.00
  - Fire Engineers: $75.00
  - Firefighters: $70.00
  - Probationary Firefighters: $65.00
- Reimbursement changes per call back:
  - Call backs lasting less than 3 hours: $20.00
  - Call backs lasting more than 3 hours: $50.00
- Reserves will receive the following compensation for the following department required training:
  - Monthly Training: $25.00
  - Quarterly Training: $50.00
  - Reserves will only be compensated $50.00 for an 8-hour off-site training.

The tiered rank stipend system was created based upon the training and certifications necessary to act in that role. Reserve Chief officers must obtain the highest level and the Reserve Probationary Firefighter the lowest as shown in the chart below.

---

<table>
<thead>
<tr>
<th></th>
<th>CSFM Firefighter I</th>
<th>PSFA, EMT, or Paramedic</th>
<th>Competed Department Firefighter Training</th>
<th>CSFM Driver Operator 1A &amp; 1B</th>
<th>CSFM Company Officer Certificate</th>
<th>CSFM Chief Fire Officer Certificate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve Firefighter</td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Probationary FF</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Reserve Fire Engineer</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Reserve Fire Captain</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Reserve Chief Officer</td>
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</tbody>
</table>

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PREPARED BY: Greg Renucci, Acting Fire Chief
REVIEWED AND APPROVED BY: Greg Folsom, City Manager
Along with additional training, the level of responsibility and liability is increased as members achieve higher ranks.

**Reserve Probationary Firefighters and Reserve Firefighters:** Under general supervision engages in firefighting, medical aid, and all other suppression and prevention activities to protect life and property.

**Reserve Fire Engineer:** Under general supervision, engages in firefighting, medical aid, and all other suppression and prevention activities in order to protect life and property; drives, operates, and maintains all fire department apparatus and equipment.

**Reserve Fire Captain:** Under general direction, supervises fire suppression, training, emergency medical service activities on a shift; and does related work as required. This is the first-line supervisory rank.

**Reserve Chief Officer:** Under general direction, is responsible for either a fire suppression platoon, the training program, or other administrative program as needed; assists in planning, assigning, and coordinating the activities of the department; and does related work as assigned.

Increasing the stipend amounts the department hopes in increase recruitment and retention of reserves, offset the increased fuel costs, and properly address the higher amount of responsibility each rank assumes. The Code of Federal Regulations (CFR) states that “volunteers may be paid expenses, reasonable benefits, a nominal fee or any combination thereof, for their services without losing their status as volunteers.”

**29 CFR § 553.106 – Payment of expenses, benefits, or fees states:**

(a) Volunteers may be paid expenses, reasonable benefits, a nominal fee or any combination thereof, for their service without losing their status as volunteers. (b) A member who preforms hours of service as a volunteer for a public agency may receive payment for expenses without being deemed an employee for purposes of the FLSA. A school guard does not become an employee because he or she receives a uniform allowance, or reimbursement for reasonable cleaning expenses or for wear and tear on personal clothing worn while performing hours of volunteer service. (A uniform allowance must be reasonably limited to relieving the volunteer of the cost of providing or maintaining a required uniform from personal resources.) Such individuals would not lose their volunteer status because they are reimbursed for the approximate out-of-pocket expenses incurred incidental to providing volunteer services, for example, payment for the cost of meals and transportation expenses.

(c) Individuals do not lose their status as volunteers because they are reimbursed for tuition, transportation and meal costs involved in their attending classes intended to teach them to perform efficiently the services they provide or will provide as volunteers. Likewise, the volunteer status of such individuals is not lost if they are provided books, supplies, or other materials essential to their volunteer training or reimbursement for the cost thereof.

(d) Individuals do not lose their volunteer status if they are provided reasonable benefits by a public agency for whom they perform volunteer services. Benefits would be considered reasonable, for example, when they involve inclusion of individual volunteers in group insurance plans (such as liability, health, life, disability, workers' compensation) or pension plans or “length of service” awards, commonly or traditionally provided to volunteers of State and local government agencies, which meet the additional test in paragraph (f) of this section.
(e) Individuals do not lose their volunteer status if they receive a nominal fee from a public agency. A nominal fee is not a substitute for compensation and must not be tied to productivity. However, this does not preclude the payment of a nominal amount on a “per call” or similar basis to volunteer firefighters. The following factors will be among those examined in determining whether a given amount is nominal: The distance traveled and the time and effort expended by the volunteer; whether the volunteer has agreed to be available around-the-clock or only during certain specified time periods; and whether the volunteer provides services as needed or throughout the year. An individual who volunteers to provide periodic services on a year-round basis may receive a nominal monthly or annual stipend or fee without losing volunteer status.

(f) Whether the furnishing of expenses, benefits, or fees would result in individuals’ losing their status as volunteers under the FLSA can only be determined by examining the total amount of payments made (expenses, benefits, fees) in the context of the economic realities of the particular situation.

RECOMMENDATION: Staff recommends Council Adopt Resolution No. 2022-___: Modifying the Current Stipend Rates to a Tier-Based System Based on Rank.

ATTACHMENTS:
1. Resolution: No. 2022-___: Modifying the Current Stipend Rates to a Tier-Based System Based on Rank.
RESOLUTION NO. 2022 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO MODIFY THE CURRENT STIPEND
RATES TO A TIER-BASED SYSTEM BASED ON RANK.

WHEREAS, currently, the Reserve members are reimbursing at a flat rate of $70.00
regardless of rank, training, and level of responsibility; and

WHEREAS, the ability to recruit and retain reserve and volunteers is difficult
nationwide; and

WHEREAS, increasing the stipend will attract more volunteers and encourage them to
continue giving their time; and

WHEREAS, increasing the stipend will address the higher levels of responsibility and
assumed risk the higher-ranking members are tasked with; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the
City of Suisun City authorizes the City Manager to modify the current stipend rates to a tier-
based system based on rank.; and

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of
Suisun City duly held on Tuesday, July 5, 2022 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 July,
2022.

____________________________
Anita Skinner, City Clerk
AGENDA TRANSMITTAL

MEETING DATE: July 5, 2022

CITY AGENDA ITEM: Council Adoption of Resolution No. 2022-___: Authorizing the City Manager to enter into a contract with Fairfield Suisun Unified School District to Provide Extended Learning Time Programming.

FISCAL IMPACT: No change to adopted budget but creates revenue in an amount not to exceed $362,630.

STRATEGIC PLAN IMPACT: Ensure Fiscal Solvency

BACKGROUND: In April of 2022, Fairfield Suisun Unified School District (FSUSD) released a request for proposal intended to select a Provider that had the background, strength, management, and expertise who could provide the District’s Transitional Kindergarten (TK) to 6th grade students with extended learning programming each school day until 6:00 pm and 30 additional days outside of the school year. The Provider selected as a result of this process will provide the Services and work cooperatively with the district staff while providing the Services. The term of the contract to provide services from June 13, 2022 – June 9, 2023. The Recreation, Parks, and Marina (RPM) Department submitted a proposal in May 2022 to provide the services requested by FSUSD.

STAFF REPORT: In June 2021, the Recreation, Parks, and Marina Department was notified that their submission was selected to be a service provider to FSUSD. The City of Suisun City Recreation, Parks, and Marina Department service is plan is as follows.

Suisun City RPM’s expanded learning programs provide a structured environment for FSUSD students from the time the regular school day ends at their respective school until 6:00pm. During those ~3 hours, the program provides up to 45 minutes of an enrichment activity, 45 minutes of homework time, 45 minutes of a structured physical activity, and 20-30 minutes for a school district provided meal. The facilitation of meaningful, impactful activities during those timeframes is where Suisun City RPM shines.

In order to provide students at our expanded learning programs with the best possible experience, Suisun City RPM emphasizes the following:

- **Active and Engaged Learning:**
  - Our staff plans out activities at our expanded learning programs in accordance with the ‘S.A.F.E.’ (Sequenced, Active, Focused, Explicit) program design referenced in the Afterschool Alliance’s ‘Taking a Deeper Dive into Afterschool’ report published in 2014. The acronym outlines that the best activities for students in an afterschool program need to be arranged in a way where students can learn and develop skills, need to be engaging and provide hands-on opportunities, need to provide ample time and resources on instructing students and helping them to

PREPARED BY: Kris Lofthus, Deputy City Manager
APPROVED BY: Greg Folsom, City Manager
develop the appropriate skills, and need to have clear, well-defined, attainable learning objectives.

- Our activities are intended to promote youth development where they create a sense of belonging within the program and within their communities. For example, students will get the opportunity throughout the year to beautify their campus through artwork they make, to clean up their schools, and to create that sense of school and program pride. Also, students will be given options for their enrichment activities during set days. For example, they will get to be a part of different program clubs where they can learn about subjects such as art, photography, computer coding, entrepreneurship, and others so students can get an idea of their different interests, hobbies, and potential career choices.

- Students will also get opportunities for hands-on, project-based learning. They will be broken down into grade groups and participate in weekly STEM activities based off a weekly theme. Throughout the school year, they will work on their own STEM projects to present at a year-end showcase for the program.

- **Promoting Youth Voice and Leadership:**
  - Our expanded learning programs will conduct student and parent surveys to highlight our activities and to gather feedback on what they would like to see. From the results of those surveys, the program has implemented different clubs for students, will implement a software to give real-time updates to parents on how students are doing and for parents to directly communicate with staff, and to make various other tweaks to the program to better fit student needs.

  - The first 3-5 minutes of our expanded learning programs are dedicated to allowing students to unwind and speak with their friends and with staff before beginning the structured day. Students are encouraged after each activity to respectfully provide feedback and are encouraged to give suggestions to staff on different projects they would like to work on.

  - There is a dedicated ‘club day’ within our expanded learning programs, where all students can participate in different clubs that peak their interests. Also, as students are broken down into grade groups during most activities, younger students will be able to communicate their interests with staff. Older students in the program will have a role in mentoring the younger children through different job assignments at the program, and they will have staff-led workshops on real-world issues such as homelessness, current world events, social justice, and tobacco prevention.

**Staff Development**

All expanded learning staff will be required to meet the minimum requirements of an instructional aide for FSUSD schools to work at the program. Staff will also be required to possess an ‘Adult and Pediatric First Aid/CPR/AED’ certification through the American Red Cross so that they are prepared in a medical emergency. Staff have and will continue to undergo trainings from Global
Kindness Initiative (GKI) that focus on Social-Emotional Learning, Common Core-aligned curriculum design, Youth Development, and Positive Behavior Intervention and Supports (PBIS) through Restorative Frameworks and Practices. These trainings from GKI, as well as other planned trainings, will help staff to promote providing a safe and nurturing environment at our expanded learning programs. Staff also develop anti-bullying curriculum with resources from PACER’s National Bullying Prevention Center and in collaboration with the Suisun City Police Department. Staff will also be exposed to essential subjects such as classroom management, crisis training, and mandated reporter training.

Supervising and Coordinating staff will also attend relevant trainings and events, including the annual Best Out of School Time (BOOST) Conference, network meetings and trainings provided by local County Offices of Education (including Solano and Alameda), fireside chats with the Expanded Learning Division of the CA Department of Education, trainings from California After School Network, statewide and regional trainings from the California Parks and Recreation Society (CPRS), and web-based seminars from the National Recreation and Park Association (NRPA) in order to stay current on the latest trends and concerns in the world of expanded learning.

Supporting Student Learning Based on Need
At each day of our expanded learning programs, there is a designated time within the day’s structure for homework. During that time, staff are available to students to provide homework support. Staff actively look to ensure students utilize that timeframe and are on task – if a student does not have homework, they are given an appropriate task or activity to respect those students that do.

An important aspect of our expanded learning program is our staff creating and maintaining relationships with parents and with teachers. This includes expanded learning staff initiating regular conversations with both parents and teachers to see how we can effectively support a student’s success in the regular school day. This way, the dialogue is there if a student is struggling with homework, with issues at home, or is struggling with something personally. The relationship is built with that parent, teacher, and/or school staff so that our expanded learning staff is aware of any issues and can provide support as needed to the best of their abilities. Suisun City RPM is dedicated to working with all parties necessary so that students get the support they need to succeed.

**STAFF RECOMMENDATION:** Adopt Resolution Authorizing the City Manager to into a contract with Fairfield Suisun Unified School District to Provide Extended Learning Time Programming.

**ATTACHMENTS:**

1. Resolution No. 2022-___: Authorizing the City Manager to into a contract with Fairfield Suisun Unified School District to Provide Extended Learning Time Programming.
2. Fairfield Suisun Unified School District Agreement.
RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FAIRFIELD SUISUN UNIFIED SCHOOL DISTRICT TO PROVIDE EXTENDED LEARNING TIME PROGRAMMING

WHEREAS, Fairfield Suisun Unified School District (FSUSD) released an RFP to select a provider of extended learning time; and

WHEREAS, Suisun City Recreation, Parks and Marina Department (RPM) submitted a proposal to FSUSD and were ultimately selected to be service provider; and

WHEREAS, RPM has been and will continue to be a dedicated provider of extended learning programming to the community in partnership with FSUSD; and.

WHEREAS, RPM provides the youth in the community with opportunity for homework assistance, enrichment activities, nutrition, STEM activities, exercise, leadership, and a safe environment in which to spend their out of school time; and

WHEREAS, RPM is dedicated to continuing development of theirs staff by providing ongoing training so that they continue to learn and grow and provide better services to program participants; and

NOW, THEREFORE, BE IT RESOLVED, The City Council authorizes the City Manager to into a contract with Fairfield Suisun Unified School District to Provide Extended Learning Time Programming.

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 July 2022, by the following vote:

AYES: Council Members: ________________________________
NOES: Council Members: ________________________________
ABSENT: Council Members: ________________________________
ABSTAIN: Council Members: ________________________________

WITNESS my hand and the seal of said City this 5th day of July 2022.

___________________________________________
Anita Skinner
City Clerk
THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into on ____________, 2022 ("Agreement"), by and between Fairfield-Suisun Unified School District ("District") and City of Suisun City ("Consultant"). Consultant and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. Services. The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. The Consultant shall furnish to the District the following services ("Services" or "Work"). The Consultant warrants that it is specially trained, licensed and experienced and competent to perform the Services. [x] As indicated in Exhibit "B" or [ ] as follows:

2. Price & Payment. The Consultant shall furnish the Services to the District for the following compensation ("Agreement Price"):
   - [x] Consultant is providing services for a total flat fee of: $ _______________; or
   - [ ] Consultant will provide a maximum number of hours of service at a rate of $ _______________ per hour for a total not to exceed $ _______________;
   - [x] Other: Contract Cost not to exceed $362,630.00

Payment for the Services shall be made in accordance with the Terms and Conditions incorporated herein. District must approve Consultant’s form of invoice, which must be sufficiently detailed (e.g., name of school or department provided with Services, period of Services, number of hours of Services, brief description of Services provided).

3. Agreement Time. The Services shall commence on June 13, 2022, and shall be completed by June 9, 2023 ("Agreement Time").

4. Submittal of Documents. The Consultant shall not commence the Services under this Agreement until the Consultant has submitted the following documents as indicated below (check all that are required):

- [x] Signed Agreement
- [x] Insurance Certificates & Endorsements
- [x] W-9 Form

- [x] Per Education Code Sections 45100-45139/88000-88040 defines what constitutes the classified service.

   Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System? ___Yes ___No

5. Notice. Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service (effective the next business day following the deposit thereof with the overnight delivery service), addressed as follows:
### District
Fairfield-Suisun Unified School District  
2490 Hilborn Road  
Fairfield, CA 94534  
Attn: Melissa Iriarte, Director  
Purchasing & Contract Services

| Consultant  
City of Suisun City  
701 Civic Center Blvd.  
Suisun City, CA 94585  
Attn: Fax/E-mail: |

| 6. Fingerprinting / Criminal Background / Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California’s “Megan’s Law” Website ([http://www.meganslaw.ca.gov/](http://www.meganslaw.ca.gov/)). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District. Accordingly, one of the following boxes **must** be checked:  

- [x] Consultant certifies that Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Consultant nor any of Consultant’s employees, subcontractors, agents, and subcontractors’ employees or agents (collectively “Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may interact with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Consultant shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.  

- [ ] [TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Neither Consultant nor Consultant’s Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Consultant for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.  

- [ ] [TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Consultant’s services pursuant to this Agreement are provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Consultant and/or Consultant’s Employees so that Consultant and/or Consultant’s Employees do not interact with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c.) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.  

- [ ] [TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Consultant is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Consultant has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.  

### District Representative’s Name & Initials:  
Melissa Iriarte  
**INITIAL HERE:** MI

### District Representative’s Name & Initials:  
**INITIAL HERE:**

### District Representative’s Name & Initials:  
**INITIAL HERE:**

7. **Tuberculosis (TB) Screening.** Check one of the following boxes:  

- [x] For each person, the District requires a statement of TB Clearance on file with the District.  

- [ ] **Waiver of TB Screening.** Consultant is not required to provide evidence of TB Clearance because Consultant will not work directly with students on more than an occasional basis.
8. **Health & Safety.** Consultant must comply with the policies, safety protocols and practices established by the District, the Health Officer of the County of Solano, the state of California, and OSHA and Cal-OSHA related to required health monitoring, cleaning and sanitization practices, physical distancing requirements, face coverings, use of personal protective equipment, site safety protocols, community infectious disease spread reduction plan, and communication matters (collectively “Health & Safety Policies”) in effect as of the date of this Agreement and as may be revised during the performance of Work. Consultant must always review and implement the Health & Safety Policies in its performance of Work, including the work of Consultant’s employees, sub-consultants, subcontractors, and agents (collectively “Applicable Worker(s)”).

Consultant’s Applicable Workers will not be allowed to enter the District’s school site if they have a fever, cough or other COVID-19 or infectious disease symptom(s). Consultant agrees to implement, comply with, and fulfill the terms and requirements of the Health & Safety Policies. Consultant also acknowledges and hereby certifies that Consultant will require any Applicable Worker comply with the requirements of the Health & Safety Policies on the District’s school site, including, but not limited to the requirements of Exhibit “A.”

9. **Insurance:** Consultant shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Consultant shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker’s compensation insurance, the District shall be named as an additional insured on all policies. Consultant’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Consultant shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Consultant, subcontractor, or agent has been obtained.

| Insurance NOT required of Consultant if corresponding box initialed by District representative |
|-----------------------------------------------|-----------------|
| Commercial General Liability                  | $1,000,000 per occurrence; $2,000,000 aggregate |
| Automobile Liability, Any Auto, combined single limit | $1,000,000 per occurrence; $2,000,000 aggregate |
| Workers Compensation                            | Statutory limits pursuant to State law |
| Employers’ Liability                            | $1,000,000 |
| Professional Liability (E&O), if Consultant is providing professional services or advice (on a claims-made form) | $1,000,000 |

**ACCEPTED AND AGREED** on the date indicated below. By signing this Agreement, the Consultant has read and agrees to comply with the Terms & Conditions attached hereto. Each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement.

**Fairfield-Suisun Unified School District**

Dated: ___________________________ , 2022

Signature: ___________________________

Print Name: Laneia Grindle

Print Title: Asst. Supt. of Bus. Svcs.

**City of Suisun City**

Dated: June 27 ___________________________ , 2022

Signature: ___________________________

Print Name: Greg Folsom

Print Title: City Manager
Approved as to Form:

Dated: _____________________________, 2022

Signature: __________________________

Print Name: Melissa Iriarte

Print Title: Director, Purchasing & Contract Services

Information regarding Vendor:

Indicate type of entity or if individual:

___ Individual
___ Sole Proprietorship
___ Partnership
___ Limited Partnership
___ Corporation
___ Limited Liability Company
___ Other: Local Government

X ___ Local Government
1. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work.

2. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

4. **Standard of Care.**
   4.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

   4.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

4.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

6. **Copyright/Trademark/ Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**
   7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

   7.2. **Without Cause by Consultant.** Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
   - 7.3.1. Material violation of this Agreement by the Consultant; or
   - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage; or
   - 7.3.3. Consultant is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

7.4. Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall
immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District’s notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.5. **Termination for Non-Appropriation of Funds.** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the District. If the District fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Consultant will only be entitled to payment for deliverables that have been satisfactorily completed as of the termination date.

7.6. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the fullest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

9. **Release.** Consultant acknowledges that it is voluntarily and freely entering into this Agreement and deciding to perform the Work which may require Consultant to enter upon and into District’s school sites and premises ("Premises") and that Consultant’s use of the Premises includes the possible exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID19 (collectively “Infectious Disease”). Consultant further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Consultant hereby releases the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the “indemnified parties”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Consultant, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, subcontractors and any other person tracing exposure or illness to Consultant, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while on the Premises for the performance of the Work.

10. **Student Records.**

10.1. **Confidentiality.** The District, in its sole and absolute discretion, may choose to provide Consultant and Consultant’s agents and employees (“Personnel”) with access to records that are protected from disclosure by various laws (“Confidential Information”), or may have previously chosen to do so, provided that access may lawfully be given under applicable law. The District, in its sole and absolute discretion, may, for example, choose to provide Consultant with access to records that are protected from disclosure by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”) and 34 C.F.R. part 99 (“FERPA Regulations”), if Consultant has a legitimate educational interest pursuant to 34 C.F.R. § 99.31(a)(1)(i)(A). In the event that the District, in its sole and absolute discretion, permits Consultant access to Confidential Information, Consultant and its Personnel shall hold the Confidential Information in trust for the District’s benefit, and shall, in addition to any other obligation imposed by this Agreement or law, utilize the utmost care at all times to adopt and follow practices and procedures to prevent the unauthorized disclosure of Confidential Information.

10.2. **Non-Disclosure.** Should District, in its sole and absolute discretion, choose to permit Consultant and its Personnel access to Confidential Information, or has already done so, Consultant acknowledges and agrees that Consultant and its Personnel shall use the Confidential Information solely in connection with performance by Consultant of the Services provided to the District, and shall not use the Confidential Information for any other purpose without the prior written consent of the District. Consultant acknowledges and agrees that Consultant will not disclose Confidential Information to any other person or entity without the prior consent of the parent or eligible student, except that Consultant’s Personnel may use the Confidential Information, but only for the purposes for which the disclosure was made. In no event shall Consultant or its Personnel disclose or permit the disclosure of Confidential Information or any files, compilation, study, report, analysis, or any other work derived from or influenced by the Confidential Information (“Derivative Product”) to any person that is not a Party to this Agreement without the prior written consent of District. Consultant shall not distribute, disclose, or disseminate any Confidential Information to any person, except that Consultant may disclose Confidential Information to its Personnel if necessary to perform the Personnel’s function. Disclosure to
Consultant’s Personnel shall be limited to Confidential Information that is necessary to perform Personnel’s Services and related to the legitimate educational interest for which the Confidential Information was disclosed.

10.3. Subpoenas and Judicial Orders. Notwithstanding any other term of this Agreement, Consultant may disclose Confidential Information received from District when required to do so by law, judicial body, or government agency, provided that it complies with applicable law. However, if Consultant or its Personnel are served with any subpoena, court order, or other legal process seeking disclosure of Confidential Information, Consultant shall provide District notice of the subpoena, court order, or other legal process within forty-eight (48) hours of receipt or upon a shorter time frame as necessary so that District may exercise any applicable legal rights and remedies. In no event shall Consultant or its Personnel voluntarily disclose Confidential Information without a subpoena, court order, or other legal process unless and until Consultant has given all required notices to the District, parent, and/or eligible student. Consultant agrees and acknowledges that a violation of this paragraph by Consultant shall be a material breach of this Agreement.

10.4. Breach. If Confidential Information in the possession of Consultant is accessed without authorization, or if a system maintained by Consultant containing Confidential Information is breached, Consultant shall notify the District in writing without delay. Consultant shall be solely responsible for compliance with any legally required notifications resulting from the breach, including notifications to affected persons, and Consultant shall reimburse the District for the reasonable cost of any notification the District, in its sole discretion, deems appropriate, regardless of whether such notification is mandated by law.

11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

12. Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant’s receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

13. Permits/Licenses. Consultant and all Consultant’s employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

14. Safety and Security. Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

15. Employment with Public Agency. Consultant, if an employee of the Fairfield-Suisun Unified School District, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of the District, for the actual time in which services are actually being performed pursuant to this Agreement.

16. Anti-Discrimination. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

17. Workers’ Compensation. Consultant shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code. Consultant shall either be insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

18. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant’s normal business hours, unless Consultant otherwise consents.

19. District’s Evaluation of Consultant and Consultant’s Employees and/or Subcontractors. The District may evaluate the Consultant in any manner which is permissible under the law. The District’s evaluation may include, without limitation: requesting that District employee(s) evaluate the Consultant and
the Consultant's employees and subcontractors and each of their performance and announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

20. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

21. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.

22. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

23. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

24. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

25. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

27. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

28. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, contractors, or subcontractors are to smoke or use drugs or alcohol on District sites.

29. **Conflict of Interest.** Consultant shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Consultant shall not hire any officer or employee of District to perform any service by this Agreement. Consultant affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Consultant's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Consultant acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Consultant receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Consultant agrees it shall notify District of this information.

30. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Consultant absent formal approval.
The undersigned does hereby certify to the Governing Board of the District as follows:

Greg Folsom am an authorized representative of City of Suisun City ("Contractor") entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor further certifies that it has reviewed and will comply with the Order issued by the State of California, Health and Human Services Agency, State Public Health Officer dated August 11, 2021 ("Order").

Contractor shall submit the documentation required in Attachment A to the District verifying that all of its employees, subcontractors, and employees of subcontractors (collectively “Applicable Worker(s)” who will be working in any capacity on District school sites have received either the complete COVID-19 vaccination (not less than two weeks prior to the commencement of services) or submit a negative COVID-19 test result taken within the previous 72 hours prior to the scheduled service day(s).

1. COVID-19 Vaccination Status: Contractor is required to ensure that all Applicable Workers who will be working in any capacity on District school sites have been either:
   a. Fully vaccinated for COVID-19; or
   b. Tested at least once weekly.
      i. COVID-19 Testing: Testing shall be compliant with the Order which must be either:
         1. Polymerase Chain Reaction (PCR)
         2. Antigen test
      ii. Laboratory confirmed results and which has FDA Emergency Use Authorization (EUA) must be provided.

2. Proof of Vaccination/Testing: Contractor shall require proof of vaccination or weekly testing results that complies with Section II.A. 1-6 of the Order. Contractor must maintain all such records in compliance with the Order.

If Contractor does not know the vaccination status of an Applicable Worker, or if an Applicable Worker is only partially vaccinated, then Contractor must consider the Applicable Worker to be unvaccinated and comply with the weekly testing requirements above.

Any Worker who does not fulfill these requirements will be declared ineligible to provide service on any District school site until they submit the proper documentation.

Contractor’s responsibility for COVID-19 compliance and record keeping extends to all Applicable Workers who perform services in any capacity on a school site, including but not limited to those who come into contact with District students and employees, regardless of whether they are designated as employees or acting as independent contractors of the Contractor.
Contractor hereby certifies that Contractor has verified that all of Applicable Workers who will be working in any capacity on District school sites have been either: 1) fully vaccinated for COVID-19 or 2) submitted a negative COVID-19 test result taken within the previous 72 hours prior to the scheduled service day(s).

<table>
<thead>
<tr>
<th>Employee Last Name</th>
<th>Employee First Name</th>
<th>Employee Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
EXHIBIT “B”

Scope of Work or Services

The City of Suisun City ("Consultant") will provide the District’s Transitional Kindergarten (TK) to 6th grade students with extended learning programming each school day until 6:00 pm and 30 additional days outside of the school year as responded to in RFQ-P #2142-22 Expanded Learning Programs:

Identification Process:
- District to identify students who will be eligible to receive services in partnership with Providers

Consultant Requirements:
- Adherence to COVID safety requirements
- Maintain regular attendance accounting
- Maintain ongoing collaboration/consultation with District to evaluate program effectiveness
- Plan/process to support student learning based on need, in partnership with the District Coordinator and/or schools served
- At a minimum service to be provided during the school calendar year until 6:00 p.m. on each school day
- 30 days of services outside of the school calendar year must be provided with a minimum of 9 hours per day, Monday through Friday
- Staff must meet the minimum paraprofessional qualifications for Fairfield-Suisun Unified School District. Per AR 4222, paraprofessionals must demonstrate proficiency in reading, writing, and mathematics skills up to or exceeding that required for local high school seniors.
- Staff Supervision - Staff to Child ratio of 10:1 for TK/K and 20:1 for grades 1-6
- Adequate safe space - Services located at school site and/or location in close proximity to site(s) served
- Access to appropriate technology, including internet connection
- Includes regular homework and tutoring opportunities/services
- Plan/process to support opportunities for student to engage in activities designed to develop youth voice and leadership
- Includes mentorship opportunities and components of Social-Emotional Learning
- Includes enrichment activities consisting of the following but not limited to: Arts; Music; STEM; STEAM; Sports; Outdoor experiences
- Access to a nutritious meals and snacks provided by vendor
Consultant to provide services at the locations listed below.

**Summer Day Camp at the Nelson Community Center (2022)**

<table>
<thead>
<tr>
<th>Dates</th>
<th>Days</th>
<th>Hours per day</th>
<th>Total Hours</th>
<th>Max. # of Students</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/13-6/17</td>
<td>5</td>
<td>10.5</td>
<td>52.5</td>
<td>60</td>
<td>$ 10,200.00</td>
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<tr>
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<tr>
<td>7/11-7/15</td>
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<td>10.5</td>
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<td>10.5</td>
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<td>60</td>
<td>$ 10,200.00</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>44</td>
<td><strong>94.5</strong></td>
<td><strong>462</strong></td>
<td></td>
<td><strong>$ 89,700.00</strong></td>
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</table>

**Summer Day Camp at Suisun Elementary (2022)**

<table>
<thead>
<tr>
<th>Dates</th>
<th>Days</th>
<th>Hours per day</th>
<th>Total Hours</th>
<th>Max. # of Students</th>
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</tr>
</thead>
<tbody>
<tr>
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<td>$ 10,200.00</td>
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<td></td>
<td><strong>$ 89,700.00</strong></td>
</tr>
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</table>

**Dan O Root II Wellness Academy**

<table>
<thead>
<tr>
<th>Month</th>
<th>Days</th>
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</thead>
<tbody>
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<td>3.5</td>
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<tr>
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<tr>
<td>October</td>
<td>21</td>
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<td>73.5</td>
<td>70</td>
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<tr>
<td>November</td>
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<td>3.9</td>
<td>58.5</td>
<td>70</td>
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<tr>
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<td>13</td>
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<tr>
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<td>70</td>
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<tr>
<td>February</td>
<td>15</td>
<td>3.5</td>
<td>52.5</td>
<td>70</td>
<td>$ 6,930.00</td>
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<tr>
<td>March</td>
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<td>82.5</td>
<td>70</td>
<td>$ 10,990.00</td>
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<tr>
<td>April</td>
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<td>49</td>
<td>70</td>
<td>$ 6,510.00</td>
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<tr>
<td>May</td>
<td>22</td>
<td>3.5</td>
<td>77</td>
<td>70</td>
<td>$ 10,220.00</td>
</tr>
<tr>
<td>June</td>
<td>7</td>
<td>3.5</td>
<td>24.5</td>
<td>70</td>
<td>$ 3,290.00</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>178</td>
<td>39.15</td>
<td>634.5</td>
<td>770</td>
<td><strong>$ 84,280.00</strong></td>
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FSUSD – Independent Contractor Agreement for Professional Services
### Crescent Elementary

<table>
<thead>
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<th>Days</th>
<th>Hours per day</th>
<th>Total Hours</th>
<th>Max. # of Students</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>August</td>
<td>11</td>
<td>3.5</td>
<td>38.5</td>
<td>70</td>
<td>$ 5,110.00</td>
</tr>
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<td>22</td>
<td>3.5</td>
<td>77</td>
<td>70</td>
<td>$ 10,220.00</td>
</tr>
<tr>
<td>October</td>
<td>21</td>
<td>3.5</td>
<td>73.5</td>
<td>70</td>
<td>$ 9,800.00</td>
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<tr>
<td>November</td>
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<td>3.9</td>
<td>58.5</td>
<td>70</td>
<td>$ 7,770.00</td>
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<tr>
<td>December</td>
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<td>45.5</td>
<td>70</td>
<td>$ 6,020.00</td>
</tr>
<tr>
<td>January</td>
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<td>3.5</td>
<td>56</td>
<td>70</td>
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<td>70</td>
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<td>7</td>
<td>3.5</td>
<td>24.5</td>
<td>70</td>
<td>$ 3,290.00</td>
</tr>
<tr>
<td>Totals</td>
<td>178</td>
<td>39.15</td>
<td>634.5</td>
<td>770</td>
<td>$ 84,280.00</td>
</tr>
</tbody>
</table>

### Suisun Elementary

<table>
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<tr>
<th>Year</th>
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<th>Total Hours</th>
<th>Max. # of Students</th>
<th>Total Amount</th>
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</thead>
<tbody>
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<td>3.5</td>
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<td>$ 10,200.00</td>
</tr>
<tr>
<td>Totals</td>
<td>44</td>
<td>94.5</td>
<td>462</td>
<td></td>
<td>$ 89,700.00</td>
</tr>
</tbody>
</table>

All related contract correspondence must reference the applicable contract #2142-22. All invoices must reference the applicable purchase order number. Payment terms are net 30 days after receipt of each invoice. Contract cost not to exceed $362,630.00
AGENDA TRANSMITTAL

MEETING DATE: July 5, 2022

CITY AGENDA ITEM: Council Resolutions Calling for, Requesting Consolidation of November 8, 2022 General Municipal Election and Special Municipal Election, and Adopting Regulations Pertaining to Candidate Statements:

a. Council Adoption of Resolution No. 2022-___: A Resolution Of The City Council Of The City Of Suisun City Giving Notice And Calling For The Holding Of A General Municipal Election To Be Held On Tuesday, November 8, 2022, For The Election Of Certain Officers As Required By The Provisions Of The Laws Of The State Of California Relating To General Law Cities

b. Council Adoption of Resolution No. 2022-___: A Resolution Of The City Council Of The City Of Suisun City Giving Notice And Calling For The Holding Of A Special Municipal Election To Be Held On Tuesday, November 8, 2022, For The Short Term Election Of The Office Of Mayor For The City Of Suisun City

c. Council Adoption of Resolution No. 2022-___: A Resolution Of The City Council Of The City Of Suisun City Requesting The Board Of Supervisors Of The County Of Solano To Consolidate A General Municipal Election And A Special Municipal Election To Be Held On Tuesday, November 8, 2022 With The Statewide General Election To Be Held On The Date Pursuant To Section 10403 Of The Elections Code

d. Council Adoption of Resolution No. 2022-___: A Resolution Of The City Council Of The City Of Suisun City, California, Adopting Regulations For Candidates For Elective Office Pertaining To Candidates Statements Submitted To The Voters At An Election To Be Held On Tuesday, November 8, 2022

FISCAL IMPACT: With approximately 17,000 registered voters, the estimated cost of the November 8, 2022 election is $85,000. This estimate depends upon the size of the ballot and the degree of consolidation with other regularly scheduled statewide general elections. Funding for this expenditure is included in the FY 2022-23 Annual Budget.

STRATEGIC PLAN IMPACT: Provide Good Governance.

BACKGROUND: Pursuant to the Elections Code, it is necessary to adopt certain Resolutions for conducting an election. The required Resolutions call and give notice of the November 8, 2022 General Municipal Election and Special Election, adopt regulations pertaining to candidate statements, and request the Solano County Board of Supervisors to consolidate the General Municipal Election and Special Election with the Statewide General Election.

PREPARED BY: Elena Q. Gerli, City Attorney
REVIEWED AND APPROVED BY: Greg Folsom, City Manager
**STAFF REPORT:** Effective April 6, 2022, the City’s elected Mayor’s seat became vacant. In accordance with Section 34902 of the Government Code, the City Council directed that the Mayor’s seat for the remainder of the term to be filled at the next established election date to be held not less than 114 days thereafter, which election date will occur on November 8, 2022. This Special Election would fill the Mayor’s seat up until the swearing in of the Mayor elected on November 8, 2022, to the full 4-year term. While this will create what is commonly a split ballot for the Mayor’s office, one for the short term and one of the full term (long term), which essentially moots the short term office, this form of ballot has been directed by the Solano County Registrar of Voters. This is not a common form of ballot but a similar situation occurred recently in the statewide election of Alex Padilla to the U.S. Senate.

The resolution requesting consolidation with Solano County authorizes the Registrar of Voters to consolidate the General Municipal Election and Special Election with the Statewide General Election, to conduct the election, and canvass the returns of the election. The City agrees to reimburse the County for costs of election services provided to the City for its portion of the consolidated election. The exact amount will be the City’s pro rata share of the election cost, which will be provided by the County.

The candidate nomination filing period is July 18, 2022 through August 12, 2022. If an incumbent does not file nomination papers by 5:00 p.m. on August 12, 2022, the filing period is extended from August 13, 2022 to August 17, 2022 at 5:00 p.m. No incumbent may file during the extension period. Any person wishing to submit nomination papers must be a registered voter at the time nomination papers are issued.

At every local election, a candidate is given the opportunity to place their “Statement of Qualifications” in the Sample Ballot. Candidate statements are optional, and the cost is passed on to the candidate. The cost is based on translating, typesetting, printing, and distribution. Payment is required from the candidate at the time the statement is filed. The Solano County Registrar of Voters has estimated and published the cost for filing a 200-word Candidate’s Statement of Qualifications. The estimated cost for filing a candidate’s Statement of Qualifications printed in English is $250.79. This year candidates have the option of having the candidate’s Statement of Qualifications printed in Spanish and/or Tagalog. There is an additional cost of $300.79 to have the statement translated and printed in each additional language. Each translated statement is in addition to the cost of the English statement. It should be noted that the amounts are estimates and may increase or decrease based on actual cost.

**RECOMMENDATION:** It is recommended that the City Council Adopt Resolutions Calling for, Requesting Consolidation of November 8, 2022, General Municipal Election and Special Municipal Election, and Adopting Regulations Pertaining Candidate Statements:

e. Council Adoption of Resolution No. 2022-___: A Resolution Of The City Council Of The City Of Suisun City Giving Notice And Calling For The Holding Of A General Municipal Election To Be Held On Tuesday, November 8, 2022, For The Election Of Certain Officers As Required By The Provisions Of The Laws Of The State Of California Relating To General Law Cities
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ATTACHMENTS:
1. Council Adoption of Resolution No. 2022-___: A Resolution Of The City Council Of The City Of Suisun City Giving Notice And Calling For The Holding Of A General Municipal Election To Be Held On Tuesday, November 8, 2022, For The Election Of Certain Officers As Required By The Provisions Of The Laws Of The State Of California Relating To General Law Cities

2. Council Adoption of Resolution No. 2022-___: A Resolution Of The City Council Of The City Of Suisun City Giving Notice And Calling For The Holding Of A Special Municipal Election To Be Held On Tuesday, November 8, 2022, For The Short Term Election Of The Office Of Mayor For The City Of Suisun City

3. Council Adoption of Resolution No. 2022-___: A Resolution Of The City Council Of The City Of Suisun City Requesting The Board Of Supervisors Of The County Of Solano To Consolidate A General Municipal Election And A Special Municipal Election To Be Held On Tuesday, November 8, 2022 With The Statewide General Election To Be Held On The Date Pursuant To Section 10403 Of The Elections Code

4. Council Adoption of Resolution No. 2022-___: A Resolution Of The City Council Of The City Of Suisun City, California, Adopting Regulations For Candidates For Elective Office Pertaining To Candidates Statements Submitted To The Voters At An Election To Be Held On Tuesday, November 8, 2022
RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY GIVING NOTICE AND CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California a General Municipal Election shall be held on Tuesday, November 8, 2022, for the election of Municipal Officers.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities there is called and ordered to be held in the City of Suisun City, California, on Tuesday, November 8, 2022, a General Municipal Election for the purpose of electing: (a) a Mayor for the full term of four years (long term); and (b) two Members of the City Council for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed, and directed to coordinate with the County of Solano Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o’clock a.m. of the day of the election and shall remain open continuously from that time until eight o’clock p.m. of the same day when the polls shall be closed, pursuant to Section 10242 of the Elections Code, except as provided in Section 14401 of the Elections Code.
SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the Solano County Registrar, the City Council, in accordance with Section 15651(a) of the Elections Code, shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

[SIGNATURES ON FOLLOWING PAGE]
PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on July 5, 2022.

__________________________
Alma Hernandez, Mayor Pro Tem

ATTEST:

__________________________
Anita Skinner
City Clerk

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City, do hereby certify that the above and foregoing Resolution No. 2022-___ was duly passed, approved and adopted, by the City Council of the City of Suisun City at a regular meeting held on July 5, 2022, 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 July 2022.

__________________________
Anita Skinner
City Clerk
RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY GIVING NOTICE AND CALLING FOR THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE SHORT TERM ELECTION OF THE OFFICE OF MAYOR FOR THE CITY OF SUISUN CITY

WHEREAS, under the provisions of the laws relating to general law cities in the State of California a General Municipal Election shall be held on Tuesday, November 8, 2022, for the election of Municipal Officers.

WHEREAS, on April 5, 2022, then-Mayor Lori Wilson was elected to State office and resigned her office effective 11:59 p.m. of the same day. In accordance with Section 34902 of the Government Code, on May 31, 2022, the City Council directed that the Mayor’s seat for the remainder of the term to be filled at the next established election date to be held not less than 114 days thereafter, which election date will occur on November 8, 2022.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities there is called and ordered to be held in the City of Suisun City, California, on Tuesday, November 8, 2022 a Municipal Election for the purpose of filling a vacancy in the elected Mayor’s seat that was created on April 6, 2022, which term thereof shall end upon the swearing in of the Mayor elected on November 8, 2022, to the full 4-year term.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed, and directed to coordinate with the County of Solano Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.
SECTION 4. That the polls for the election shall be open at seven o’clock a.m. of the
day of the election and shall remain open continuously from that time until eight o’clock p.m.
of the same day when the polls shall be closed, pursuant to Election Code Section 10242, except
as provided in Section 14401 of the Elections Code.

SECTION 5. That in all particulars not recited in this resolution, the election shall be
held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the
City Clerk is authorized, instructed, and directed to give further or additional notice of the
election, in time, form, and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an
equal and the highest number of votes for an office) as certified by the Solano County Registrar,
the City Council, in accordance with Section 15651(a) of the Elections Code, shall set a date
and time and place, and summon the candidates who have received the tie votes to appear and
will determine the tie by lot.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this
Resolution and enter it into the book of original Resolutions.

[SIGNATURES ON FOLLOWING PAGE]
PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on July 5, 2022.

________________________________________
Alma Hernandez, Mayor Pro Tem

ATTEST:

________________________________________
Anita Skinner
City Clerk

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City, do hereby certify that the above and foregoing Resolution No. 2022-___ was duly passed, approved and adopted, by the City Council of the City of Suisun City at a regular meeting held on July 5, 2022, 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 July, 2022.

________________________________________
Anita Skinner
City Clerk
RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SOLANO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION AND A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Suisun City has called a General Municipal Election to be held on November 8, 2022, for the purpose of the election of one Mayor for the full term of four years (long term), and two Members of the City Council, each for the full term of four years.

WHEREAS, on April 6, 2022, the City’s elected Mayor’s seat became vacant. In accordance with Section 34902 of the Government Code, on May 31, 2022, the City Council directed that the Mayor’s seat for the remainder of the term to be filled at the next established election date to be held not less than 114 days thereafter, which election date will occur on November 8, 2022.

WHEREAS, therefore, the City Council further calls a Special Municipal Election to fill the vacant Mayor’s seat for the term remaining after the Mayor’s seat became vacant on April 6, 2022, as required by Section 34902 of the Government Code.

WHEREAS, it is desirable that the General Municipal Election and Special Election be consolidated with the Statewide General Election to be held on the same date; and that within the City, the precincts, polling places, and election officers of the four elections be the same, and that the County election department of the County of Solano canvass the returns of the General Municipal Election and Special Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SUISUN CITY DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Solano is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2022, for the purpose of the election of:
(a) one Mayor for the full term of four years (long term); and

(b) one Mayor to fill a vacancy in the Mayor’s office that was created on April 2, 2022, in which the term thereof ends upon the swearing in of the Mayor elected on November 8, 2022, to the full 4-year term pursuant to (a) above (short term); and

(c) two Members of the City Council for the full term of four years.

SECTION 2. That the County Election Department is authorized to canvass the returns of the General Municipal Election and Special Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Suisun City recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the names of the candidates to appear upon the ballot shall be filed with the County elections official no later than 81 days prior to the election.

SECTION 6. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Election Department of the County of Solano.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on July 5, 2022.

Alma Hernandez, Mayor Pro Tem

ATTEST:

Anita Skinner
City Clerk
CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City, do hereby certify that the above and foregoing Resolution No. 2022-____ was duly passed, approved and adopted, by the City Council of the City of Suisun City at a regular meeting held on July 5, 2022, 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 July 2022.

________________________
Anita Skinner
City Clerk
RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES’ STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS.

That pursuant to Section 13307 of the California Elections Code, each candidate for elective office to be voted for at an Election to be held in the City of Suisun City on November 8, 2022, may prepare a candidate’s statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 (two hundred) words of the candidate’s education and qualifications expressed by the candidate themselves. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in the office of the City Clerk at the time the candidate’s nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY

Pursuant to the Federal Voting Rights Act, the County shall have translated, at the candidates’ expense, the candidates’ statements of those candidates who request translation into all languages required by the County of Solano. The County is required to translate candidates’ statements into the following languages: Spanish and/or Tagalog.
The County will print and mail voter information guides and candidates statements to all voters, and shall print the translation in the voter information guides at the candidates’ expense.

SECTION 3. PAYMENT

A. Translations

1. The candidates shall be required to pay for their pro rata share of the cost of translating the candidates statement into any required foreign language as specified in Section 2 above pursuant to Federal and/or State law.

B. Printing

1. The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidates statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965, as amended, and require each candidate filing a statement to pay in advance to the local agency their estimated pro rata share of printing costs as a condition of having their statement included in the voters pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the clerk is not bound by the estimate and may, on a pro rata basis, bill the candidates for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidates to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

a. The candidates at the time of filing their candidate statement shall be required to pay for the cost of printing, handling, and mailing their candidate statement of qualifications in English in the main voter pamphlet in the amount of $250.79.
b. The candidates at the time of filing their candidate statement shall be required to pay for the estimated cost of printing, handling, and mailing their candidate statement of qualifications in Spanish in the main voter pamphlet in the amount of $300.79.

c. The candidate at the time of filing their candidate statement shall be required to pay for the estimated cost of printing, handling, and mailing their candidates statement of qualifications in Tagalog in the main voter pamphlet in the amount of $300.79.

SECTION 4. ADDITIONAL MATERIALS PROHIBITED

No candidate will be permitted to include additional materials in the voter information guide.

SECTION 5. COPY OF THIS RESOLUTION

That the City Clerk shall provide each candidate or the candidate’s representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 6. PREVIOUS RESOLUTIONS REPEALED

That all previous resolutions establishing Council policy on payment for candidates’ statements are repealed.

SECTION 7. NOVEMBER 8, 2022 ELECTION

That this Resolution shall apply only to the election to be held on November 8, 2022 and shall then be repealed.
PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on July 5, 2022.

__________________________________
Alma Hernandez, Mayor Pro Tem

ATTEST:

__________________________________
Anita Skinner
City Clerk

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City, do hereby certify that the above and foregoing Resolution No. 2022-____ was duly passed, approved and adopted, by the City Council of the City of Suisun City at a regular meeting held on July 5, 2022, 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 July 2022.

__________________________________
Anita Skinner
City Clerk
AGENDA TRANSMITTAL

MEETING DATE: July 5, 2022

AGENCY AGENDA ITEM: Successor Agency Adoption of Resolution No. SA 2022-___: Authorizing the Executive Director to Execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions with Suisun Health and Wellness, LLC for the Sale of Approximately 0.16 Acres Located on Lotz Way (Solano County Assessor’s Parcel Number 0032-061-390).

FISCAL IMPACT: The property would sell for $125,000, as determined by a third-party appraisal. The proceeds will be distributed to the affected taxing entities pursuant to redevelopment agency dissolution law (less applicable disposition fee). The City’s general fund will not be immediately impacted from the sale.

STRATEGIC PLAN: Provide Good Governance and Develop Sustainable Economy.

BACKGROUND: The 0.16 acre property is owned by the Successor Agency (SA) as part of the Main Street West (MSW) Disposition and Development Agreement (DDA). The property is designated as Commercial/Office/Residential (C/O/R) within the Waterfront District Specific Plan. As part of the Settlement Agreement entered into by MSW and the Successor Agency and approved by the Solano County Oversight Board and the California Department of Finance, the remaining properties contained in the DDA are to be sold prior to October 2022.

Staff prepared and published a Request for Proposals (RFP) and received a single response for this property from Suisun Health and Wellness, LLC. The concept is for a multi-tenant building that could include a dental office, health spa, and healthy food restaurant. The response was discussed by the Ad Hoc Committee consisting of Councilmembers Wilson and Hudson and it was their recommendation to move forward with a Purchase and Sale Agreement (PSA).

Pursuant to the 2020 Settlement Agreement, the parties agreed to cooperate with respect to the sale of the remaining parcels. This includes selling the Property to a Qualified Successor Developer and upon the closing of the sale, a prorata portion of the $200,000 Disposition Fee shall be paid to MSW, the Qualified Successor Developer will be responsible for the Economic Impact Fee and the Lighthouse Development Fee, and the DDA shall terminate with respect to the Property. The prorata disposition fee is $5,576 and will be paid out of the sale proceeds.

STAFF REPORT: Staff has negotiated an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions with Suisun Health and Wellness, LLC for Parcel 11. The terms of the agreement are outlined below:

Property Description: 0.16 Acres (Solano County Assessor’s Parcel Number 0032-061-390).
Purchase Price: $125,000 as determined by an appraisal prepared by Valbridge and Associates.

Lighthouse Dev. Fee: $1.0029 per square foot (Approximately $7,171).

Deposit: $12,500.

Due Diligence Period: 60 days (upon opening of escrow).

Close of Escrow: 90 days after execution of the PSA.

Property Condition: As is.

Any future project on this property will be required to follow a typical entitlement process which may include Planning Commission and City Council consideration.

**RECOMMENDATION:** It is recommended that the Successor Agency Adopt Resolution No. SA 2022-___: Authorizing the Executive Director to Execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions with Suisun Health and Wellness, LLC for the Transfer of Approximately 0.16 Acres Located on Lotz Way (Solano County Assessor’s Parcel Number 0032-061-390.

**ATTACHMENTS:**

1. Resolution No. SA 2022-___: Authorizing the Executive Director to Execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions with Suisun Health and Wellness, LLC for the Transfer of Approximately 0.16 Acres Located on Lotz Way (Solano County Assessor’s Parcel Number 0032-061-390.

2. Agreement for Purchase and Sale of Real Property

3. Property Depiction.

4. Resolution SA 2020-02 : Authorizing the Executive Director to Execute a Settlement Agreement Between the Successor Agency and Developer Main Street West Partners LLC, Authorizing the Executive Director to Execute an 18-Month Extension to the Disposition and Development Agreement (DDA) Between the Developer Successor Agency, and Directing the Executive Director to Forward the Executed Settlement Agreement and DDA Extension to the Solano Consolidated Oversight Board for Approval, and Directing Mayor Wilson, in Her Capacity as Member of the Solano Consolidated Oversight Board, to Vote to Approve the Settlement Agreement.
RESOLUTION NO. SA 2022-

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS WITH SUISUN HEALTH AND WELLNESS, LLC FOR THE SALE OF APPROXIMATELY 0.16 ACRES LOCATED ON LOTZ WAY (SOLANO COUNTY ASSESSOR’S PARCEL NUMBER 0032-061-390

WHEREAS, the Successor Agency (“Agency”) is the owner of that certain unimproved real property located on the north side of Lotz Way at Civic Center Boulevard in the City of Suisun City, County of Solano, State of California (Assessor Parcel No. 0032-061-390) (“Property”); and

WHEREAS, the Property (together with a number of other parcels of real property) is subject to that certain Disposition and Development Agreement dated as of April 17, 2006 by and between Main Street West Partners, LLC, (“MSW”) and the Redevelopment Agency of the City of Suisun City as subsequently amended by (i) that certain First Amendment to the DDA dated July 25, 2006; (ii) that certain Second Amendment to the DDA dated September 18, 2007; (iii) that certain Third Amendment to the DDA dated February 19, 2009; (iv) that certain Fourth Amendment to the DDA dated April 29, 2016; and Resolution SA 2020-02 (cumulatively the “Amendments”). The Original DDA as modified by the Amendments is hereinafter referred to as the “DDA”. Under the DDA, the Property was commonly referred to as Lot 10; and

WHEREAS, the Fourth Amendment to the DDA dated April 29, 2016 (“Fourth Amendment”) was approved by the Successor Agency Board pursuant to resolution and subsequently approved by the Oversight Board (“OB”) pursuant to Resolutions 2015-01 & 2015-02. However, the California Department of Finance (“DOF”) disapproved the Fourth Amendment and the OB’s resolutions approving the Fourth Amendment. MSW filed a lawsuit for Declaratory Relief, Impairment of Contract and a Petition for Writ of Mandate against the DOF in Superior Court of Sacramento County Case No. 34-2014-00164737 (“Lawsuit”). The Lawsuit was settled pursuant to that certain Settlement Agreement which the DOF approved and executed on February 1, 2016 (“DOF Settlement Agreement”). However, the DOF Settlement Agreement required the approval of the Oversight Board which did approve it pursuant to Resolutions 2016-02 and 2016-03. The DOF acknowledged compliance with the required conditions to the Settlement Agreement by its letter dated March 2, 2016. Accordingly, pursuant to Health & Safety Code Section 34170 et seq., the Fourth Amendment is in full force and effect and a binding obligation of the Successor Agency; and

WHEREAS, MSW and Agency each alleged that the other had breached the DDA. Subsequently MSW and the Agency entered into that certain Settlement Agreement and General Release of all Claims which was approved by the Successor Agency Board on November 17, 2020 and executed by the Agency on December 1, 2020 (“2020 Settlement Agreement”). Pursuant to the 2020 Settlement Agreement, the parties agreed to cooperate with respect to the sale of the remaining parcels including the Property to a Qualified Successor Developer and upon the closing of the sale, a prorata portion of the $200,000 Disposition Fee shall be paid to MSW, the Qualified Successor Developer will be responsible
for the Economic Impact Fee and the Lighthouse Development Fee, and all the DDA shall terminate with respect to the Property; and

WHEREAS, MSW has requested that it be entitled to assign its rights with respect to the Property to Suisun Health and Wellness, LLC ("Suisun Health and Wellness") as a Qualified Successor Developer and the Agency desires to permit such assignment to Suisun Health and Wellness with respect to the Property consistent with the terms of the DDA and the 2020 Settlement Agreement; and

WHEREAS, pursuant to an appraisal prepared by Valbridge and Associates, the fair market value for the property was determined to be $125,000 ("FMV"); and

WHEREAS, the Agency and Suisun Health and Wellness, LLC have negotiated terms of that certain Vacant Land Purchase Agreement and Joint Escrow Instructions for the sale of the Property for FMV of $125,000. Pursuant to the PSA, Suisun Health and Wellness, LLC will open escrow with a $12,500 deposit with Placer Title Company as escrow holder, a due diligence/feasibility period of 60 days and a closing date of 90 days after the execution of the PSA ("Property Sale Price"); and

WHEREAS, the Agency desires to sell the Property to Suisun Health and Wellness, LLC for a proposed mixed-use development consistent with the City’s General Plan and Downtown Waterfront Specific Plan, consistent with the terms of the DDA, subject to all necessary future analysis, approvals and mitigation measures as required by the California Environmental Quality Act ("CEQA"), and as provided pursuant to the terms and conditions of the PSA; and

WHEREAS, the net proceeds from the sale of the Property will be distributed to the affected taxing entities pursuant to redevelopment agency dissolution laws; and

WHEREAS, CEQA requires the review of projects that have the potential to adversely impact the environment. Before proceeding with the action before the City Council, Suisun Health and Wellness, LLC requires the execution of the PSA before it can invest time, money and effort in the preparation of detailed development plans. At the time adequate detail is known about development of the Property, the appropriate review as required under CEQA will be undertaken.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The PSA with Suisun Health and Wellness, LLC in substantially the form attached hereto is hereby approved as well as the Assignment and Release Agreement among Suisun Health and Wellness, LLC MSW and the Agency attached hereto. The Executive Director (or designee) is hereby authorized on behalf of the Successor Agency to execute the PSA, and to make revisions to the PSA (including approvals and extensions) which do not materially or substantially increase the Agency’s obligations thereunder, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the PSA and to administer the Agency’s obligations, responsibilities and duties to be performed under the PSA.
PASSED AND ADOPTED at a regular meeting of the Successor Agency to the Redevelopment Agency of the City of Suisun City duly held on Tuesday, July 5, 2022, by the following vote:

AYES: Boardmembers:

NOES: Boardmembers:

ABSENT: Boardmembers:

ABSTAIN: Boardmembers:

WITNESS my hand and the seal of said City this 5th day of July 2022.

Anita Skinner
City Clerk
AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made this ___ day of __________, 2022 by and between SUISUN HEALTH AND WELLNESS, LLC ("Buyer"), and SUCCESSION AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, a public body, corporate and politic ("Seller"). PLACER TITLE COMPANY, a California corporation shall act as escrow ("Escrow Holder").

RECITALS:

A. Seller is the owner of that certain unimproved real property on Lotz Way, in the City of Suisun City, County of Solano, State of California (Assessor Parcel No. 0032-061-390), more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein ("Property").

B. The Property (together with a number of other parcels of real property) is subject to that certain Disposition and Development Agreement dated as of April 17, 2006 by and between Main Street West Partners, LLC, ("MSW") and the Redevelopment Agency of the City of Suisun City (Seller's predecessor) ("Original DDA") as subsequently amended by (i) that certain First Amendment to the DDA dated July 25, 2006; (ii) that certain Second Amendment to the DDA dated September 18, 2007; (iii) that certain Third Amendment to the DDA dated February 19, 2009; and (iv) that certain Fourth Amendment to the DDA dated April 29, 2016 (cumulatively the "Amendments"). The Original DDA as modified by the Amendments is hereinafter referred to as the "DDA".

C. The Fourth Amendment to the DDA dated April 29, 2016 ("Fourth Amendment") was approved by the Successor Agency Board pursuant to resolution and subsequently approved by the Oversight Board ("OB") pursuant to Resolutions 2015-01 & 2015-02. However, the California Department of Finance ("DOF") disapproved the Fourth Amendment and the OB's resolutions approving the Fourth Amendment. MSW filed a lawsuit for Declaratory Relief, Impairment of Contract and a Petition for Writ of Mandate against the DOF in Superior Court of Sacramento County Case No. 34-2014-00164737 ("Lawsuit"). The Lawsuit was settled pursuant to that certain Settlement Agreement which the DOF approved and executed on February 1, 2016 ("Settlement Agreement"). However, the Settlement Agreement required the approval of the Oversight Board which did approve it pursuant to Resolutions 2016-02 and 2016-03. The DOF acknowledged compliance with the required conditions to the Settlement Agreement by its letter dated March 2, 2016. Accordingly, pursuant to Health & Safety Code Section 34170 et seq., the Fourth Amendment is in full force and effect and a binding obligation of Seller as successor agency.

D. Pursuant to the DDA, the Property is raw land. As set forth in the Schedule of Performance (as attached to the Fourth Amendment), MSW can assign its rights to acquire the Property to a third-party buyer and, upon assumption by the buyer of the
development obligations with respect to the Property, the Property will no longer be subject to the terms of the DDA and MSW is released of its duties with respect to the Property.

E. The Property is subject to the Lighthouse Development Fee as required by Agency Resolution 2004-10 which is set at $1.0029 per square foot of land area and will be payable to Seller at Closing ("Lighthouse Development Fee").

F. MSW is willing to assign its rights under the DDA with respect to the Property to Buyer. Seller is willing to permit such assignment to Buyer which assignment will be deemed approved upon the Opening of Escrow (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and incorporating the Recitals, the parties hereto agree as follows:

TERMS AND CONDITIONS:

1. PURCHASE AND SALE OF PROPERTY; ASSIGNMENT OF DDA RIGHTS. MSW is willing to assign its rights and duties under the DDA with respect to the Property to Buyer effective concurrently with the Effective Date (as defined below). Seller is willing to consent to such assignment and, as of the Effective Date (as defined in Section 2.1), the Property will no longer be subject to the DDA.

Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer the Property in AS-IS condition upon the terms and conditions in this Agreement.

2. EFFECTIVE DATE; OPENING OF ESCROW.

2.1 Effective Date. This Agreement shall be deemed effective upon execution of the Agreement by Seller after the approval by the Seller’s Board as required by (“Effective Date”).

2.2 Opening of Escrow. Within three (3) days after the execution of this Agreement by Seller, the parties shall open an escrow (Escrow) with Placer Title Company (Escrow Holder) by causing an executed copy of this Agreement to be deposited with Escrow Holder which Escrow Holder shall sign and accept. Escrow shall be deemed opened upon Escrow Holder’s receipt of all of the following (“Opening of Escrow”): (i) the executed copies of this Agreement; (ii) Buyer delivers the Deposit (defined in Section 3.2a); (iii) MSW deposits three (3) copies of the Assignment, Assumption and Release Agreement in the form of Exhibit B executed by MSW ("Assignment/Release Agreement"); (iv) Buyer deposits three (3) executed copies of the Assignment/Release Agreement; and (v) Seller deposits three (3) executed copies of the Assignment/Release Agreement. If Escrow is not opened (as defined above) within five (5) days after the Effective Date, Seller shall have the right to terminate this Agreement upon written notice to Buyer and Escrow Holder prior to the actual Opening of Escrow.
2.3 **Completion and Distribution of Assignment/Release Agreements.** Upon Opening of Escrow, Escrow Holder shall (i) complete the “Effective Date” in the Assignment/Release Agreements with the date of Opening of Escrow; and (ii) complete the date of this Agreement in Paragraph 2. Thereafter, Escrow Holder shall deliver one (1) fully executed copy of the Assignment/Release to MSW at 710 Kellogg Street, Suisun City, CA 92585 Attn: President; one (1) fully executed copy of the Assignment/Release to Seller; and one (1) fully executed copy of the Assignment/Release to Buyer.

3. **PURCHASE PRICE; PAYMENT OF PURCHASE PRICE.**

3.1 **Purchase Price.** The purchase price for the Property shall be (“Purchase Price”) the fair market value of the Property (“FMV”) as determined by a written MAI appraisal as determined by Valbridge Property Advisors, which is an approved appraiser pursuant to Section 17 of the Fourth Amendment (“Appraisal”). The Appraisal has been delivered to Buyer prior to the Effective Date. The Purchase Price is One Hundred Twenty-Five Thousand Dollars ($125,000) (“Purchase Price”).

3.2 **Payment of Purchase Price.**

a. **Deposit.** Upon Opening of Escrow, Seller shall deliver the Deposit to Escrow Holder in the amount of Twelve Thousand Five Hundred Dollars ($12,500) (“Deposit”).

b. **Release of Deposit.** If Buyer delivers the Disapproval and Termination Notice in accordance with Section 7.2, the Deposit shall be promptly returned to Buyer by Escrow Holder. If Buyer does not deliver the Disapproval and Termination Notice in accordance with Section 7.2, the Deposit shall be promptly released to Seller by Escrow Holder, provided Seller shall promptly return the Deposit to Buyer if Buyer is entitled to the Deposit as provided in Section 12.5 below. Each party agrees to promptly execute and deliver any documents requested by Escrow Holder to effect the release of the Deposit as specified above.

c. **Balance of Purchase Price.** Buyer shall deposit the balance of the Purchase Price with Escrow Holder in Good Funds (as defined below) at least one (1) business day prior to the Closing Date.

d. **Appraisal Reimbursement.** Concurrently with the Opening of Escrow, Buyer shall deposit the sum of _______________ Dollars ($____) as reimbursement for the cost of the Appraisal which funds shall be promptly released to Seller and shall not be credited against the Purchase Price.

3.3 **Good Funds.** All funds deposited in Escrow shall be in “Good Funds” which means a wire transfer of funds, cashier’s or certified check drawn on or issued by the offices of a financial institution located in the State of California.

4. **FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.**
4.1 **Seller.** Seller agrees that on or before 12:00 noon at least one (1) business day prior to the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

i. Executed and acknowledged grant deed substantially in the form attached hereto as Exhibit C ("Grant Deed") and such other documents as reasonably required by Title Company. Section 1.2 of the Grant Deed shall be completed with the details of the Approved Development Plan (as defined in Section 7.4).

ii. Two (2) executed and acknowledged Covenant Agreement in the form attached hereto as Exhibit D ("Covenant Agreement").

iii. A Non-Foreign Affidavit as required by federal law.

iv. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

4.2 **Buyer.** Buyer agrees that on or before 12:00 noon at least one (1) business day prior to the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

(i) A Preliminary Change of Ownership Statement completed in the manner required in Solano County ("PCOR").

(ii) Two (2) executed and acknowledged copies of the Covenant Agreement.

(iii) Funds for the payment of the Lighthouse Development Fee to Seller at Closing.

(iv) Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

5. **CLOSING DATE; EXTENSION OPTIONS; TIME IS OF ESSENCE.**

5.1 **Closing Date.** Escrow shall close upon satisfaction of both Buyer’s Conditions Precedent (as defined in Section 8.1) and Seller’s Conditions Precedent (as defined in Section 8.2), but later in no event, later than ninety (90) days from the Effective Date ("Closing Date"). The terms “Close of Escrow” and/or “Closing” are used herein to mean the date that the (i) Grant Deed, and (ii) the Covenant Agreement are filed for recording by the Escrow Holder in the Office of the County Recorder of Solano County, California in that specific order.

5.2 **Possession.** Upon the Close of Escrow, Seller shall deliver exclusive possession of the Property to Buyer.
5.3 **Time is of Essence.** Buyer and Seller specifically agree that time is of the essence under this Agreement.

5.4 **Authority of Executive Director.** The Executive Director or her designee, in her sole and exclusive discretion on behalf of Seller, shall have the authority to approve written requests for extending any deadline under this Agreement. All extensions shall be in writing and executed by the Executive Director or her designee.

6. **TITLE POLICY.**

6.1 **Approval of Title.** Promptly following execution of this Agreement but, in no event later than five (5) days following Opening of Escrow, a preliminary title report shall be issued by Placer Title Company ("Title Company"), describing the state of title of the Property, together with copies of all exceptions listed therein and a map plotting all easements specified therein ("Preliminary Title Report"). Within fourteen (14) days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("Buyer's Title Notice") of Buyer’s disapproval of any matters contained in the Preliminary Title Report except that Buyer may not disapprove any title exceptions caused by Buyer’s entry onto the Property pursuant to Section 7 ("Disapproved Exceptions").

In the event Buyer delivers Buyer’s Title Notice within said period, Seller shall have a period of seven (7) days after receipt of Buyer’s Title Notice in which to notify Buyer of Seller’s election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("Seller’s Notice"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer’s initial period of review and approval or disapproval of any such additional exceptions shall be limited to five (5) days following receipt of notice of such additional exceptions.

6.2 **Title Policy.** At the Close of Escrow, Escrow Holder shall furnish Buyer with an ALTA owner’s non-extended Policy of Title Insurance insuring title to the Property vested in Buyer with coverage in the amount of the Purchase Price, containing only the exceptions to such title (i) which have been approved or waived by Buyer in accordance with Section 6.1; and (ii) the Covenant Agreement ("Title Policy"). The Title Company shall not require separate approval by the OB or the DOF. The cost of the Title Policy to Buyer shall be paid by Buyer.
7. **DUE DILIGENCE.**

7.1 **Due Diligence.** Seller has provided Buyer with any and all documents and information in Seller’s possession and control concerning the Property including contracts, leases, and reports. Commencing with the Effective Date, Buyer shall have the right to obtain at its cost to conduct such engineering, feasibility studies, soils tests, environmental studies and other investigations as Buyer in its sole discretion may desire, to permit Buyer to determine the suitability of the Property for Buyer’s contemplated uses and to conduct such other review and investigation which Buyer deems appropriate to satisfy itself to acquire the Property, including Buyer securing financing and necessary entitlements for Buyer’s proposed project.

7.2 **Disapproval of Due Diligence Matters.** No later than forty five (45) days from the Opening of Escrow ("Due Diligence Expiration Date"), Buyer may, in its sole discretion, notify Seller in writing (with a copy to Escrow Holder) of (i) its disapproval of the due diligence matters (excluding title matters which are to be approved or disapproved pursuant to Section 6) in its sole discretion; and (ii) its election to terminate this Agreement and Escrow ("Disapproval and Termination Notice").

If Buyer sends the Disapproval and Termination Notice in the time and manner specified above, the parties shall execute any documents required by Escrow Holder and upon receipt of said documents executed by the parties, Escrow Holder shall return the Deposit (less any cancellation charges) to Buyer. If Buyer does not deliver the Disapproval and Termination Notice in the time and manner specified above, Buyer shall conclusively be deemed to have approved due diligence matters.

7.3 **Development Plan.** Within ten (10) days of the Effective Date, Buyer shall submit a development plan for a commercial project which shall include drawings of elevations, site plans showing size and location of buildings, the number and location of parking spaces, the specific treatment and location of all landscaping amenities, the location of all pedestrian and automobile ingress and egress points, the proposed uses of the various portions of the buildings, and the location of other public streets and improvements ("Development Plan"). If Seller does not approve the Development Plan, Seller shall notify Buyer of the issues with the initial plan who shall promptly revise same and resubmit same to Seller. If Seller approves the Development Plan, Seller shall issue a written approval notice of same to Buyer ("Development Plan Approval") and the date of such approval shall be referred to as the "Development Plan Approval Date". If the Seller is not able to issue the Development Plan Approval not later than thirty (30) days from the Effective Date, either party may elect to terminate this Agreement by written notice to the other party any time prior to the Seller’s issuance of the Development Plan Approval.

Buyer acknowledges that the execution of this Agreement by Seller and approval of the Development Plan (i) does not constitute the required approvals necessary by the City of Suisun City for the actual development; (ii) does not limit in any manner the discretion of the City as to its approval process; and (iii) does not relieve Buyer of the obligation to obtain all entitlements and permits necessary to complete the development as provided
in the Grant Deed. Seller understands that the Development Plan may be revised during the entitlement process and Seller shall have the right to review and approve such modifications which approval shall not be unreasonably withheld or delayed and which may be issued by the Executive Director or her designee.

7.4 **Acquisition/Construction Financing Plan.** Within ten (10) days from the Development Plan Approval Date, Buyer shall submit to Seller its plans for financing the acquisition and development of the Property for Seller’s review and approval which shall be issued in writing within seven (7) days of Seller’s receipt of sufficient information from Buyer (“Financing Plan Approval”). The review of the Financing Plan shall be limited to determining if the contemplated financing will reasonably be available, and will provide sufficient funds for the acquisition of the Property, and for the development and construction of the project pursuant to the Final Development Plan (as defined in Section 7.4). The Executive Director or her designee shall review and issue approve the Financing Plan within the specified time period ("Approved Financing Plan").

7.5 **Right to Enter the Property.** Commencing with the Effective Date, Seller grants Buyer, its agents and employees a limited license to enter upon the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, reports, investigations and tests shall be done at Buyer’s sole cost and expense.

Prior to entry onto the Property, Buyer shall (i) notify Seller the date and purpose of each intended entry together with the names and affiliations of the persons entering the Property; (ii) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (iii) comply with all applicable laws and governmental regulations; (iv) allow an employee of Seller to be present at Seller’s election; (v) keep the Property free and clear of all materialmen’s liens, lis pendens and other liens arising out of the entry and work performed under this provision; (vi) maintain or assure maintenance of workers’ compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California; (vii) provide to Seller prior to initial entry a certificate of insurance evidencing that Buyer has procured and paid premiums for an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than TWO MILLION DOLLARS ($2,000,000) which insurance names Seller as additional insured. Buyer shall return the Property to substantially its original condition following Buyer’s entry. Following Buyer’s entry, Buyer shall provide Seller copies of all studies, surveys, reports, investigations and other tests derived from any inspection (“Reports”); and to take the Property at closing subject to any title exceptions caused by Buyer exercising this right to enter.

Buyer agrees to indemnify, and hold Seller free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys’ fees) which Seller may suffer or incur as a consequence of Buyer’s exercise of the license granted pursuant to this Section
7.5 or any act or omission by Buyer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Buyer (except Seller and its agents) with respect to the Property during the term of this Agreement, excepting any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys’ fees) arising from the mere discovery by Buyer of any hazardous materials or conditions and excepting to the extent such claims arise out of the negligence or misconduct of Seller. Buyer’s obligations under this Section 7.5 shall survive termination of this Agreement for any reason.

The parties agree that breach of any Property entry or restoration conditions in this Section 7.5 shall constitute a material breach of this Agreement.

8. **CONDITIONS PRECEDENT TO CLOSE OF ESCROW.**

8.1 **Conditions to Buyer’s Obligations.** The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent (“Buyer's Conditions Precedent”):

i. Title Company will issue the Title Policy as specified in Section 6.2.

ii. Buyer has not issued the Disapproval and Termination Notice pursuant to Section 7.2.

iii. Seller has issued the Development Plan Approval pursuant to Section 7.3.

iv. Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.

v. Seller is not in default of its obligations under this Agreement.

vi. Seller’s representations and warranties in Section 11 are true and correct in all material aspects as of the Closing Date.

vii. Buyer has received the Natural Hazards Disclosure report issued on the Property by Disclosure Source (“NHD Report”) to be delivered to Buyer by Escrow Holder within five (5) days of the Opening of Escrow. If Buyer disapproves the NHD Report, it must do so in writing within five (5) days of receipt or Buyer is deemed to have approved the NHD Report.

8.2 **Conditions to Seller’s Obligations.** The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:

i. Buyer has delivered the balance of the Purchase Price to Escrow Holder.

ii. Buyer has not issued the Disapproval and Termination Notice pursuant to Section 7.2.
iii. Seller has issued the Development Plan Approval pursuant to Section 7.3.

iv. Seller has issued the Financing Plan Approval as specified in Section 7.4.

v. Title Company will issue the Title Policy as specified in Section 6.2.

vi. Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.

vii. Buyer is not in default of its obligations under this Agreement.

9. LIQUIDATED DAMAGES.

IF BUYER SHOULD MATERIALLY DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT WHICH DAMAGES SHALL BE IMPractical AND EXTREMELY DIFFicult, IF NOT IMPOSSIBLE, TO ASCERTAIN. THEREFORE, BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIn WHAT SELLER’S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL CONSTITUTE A REASONABLE ESTIMATE OF SELLER’S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671 AND 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE FOR A BREACH PRIOR TO THE CLOSING. IF BUYER FAILS TO PROMPTLY DELIVER THE SUM SPECIFIED ABOVE TO SELLER, SUCH FAILURE SHALL CONSTITUTE A MATERIAL BREACH OF THIS PROVISION AND SELLER MAY ELECT TO SUE BUYER UNDER THIS PROVISION OR TO WAIVE THIS PROVISION AND PROCEED AGAINST BUYER FOR ALL APPLICABLE DAMAGES RESULTING FROM BUYER’S DEFAULT. THIS PROVISION DOES NOT APPLY TO OR LIMIT IN ANY WAY THE INDEMNITY OBLIGATIONS OF BUYER UNDER THIS AGREEMENT.

___________________  ____________________
Seller’s Initials       Buyer’s Initials

10. CONDITION OF THE PROPERTY.

10.1 Disclaimer of Warranties. Upon the Close of Escrow, Buyer shall acquire the Property in its “AS-IS” condition and Buyer shall be responsible for any defects in the Property, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Property, and the existence of any contamination, Hazardous Materials, vaults, debris, pipelines, or other structures located on, under or about the Property, and, except as specifically set forth in Section 11, Seller makes no other representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property, and Seller specifically disclaims all representations or warranties of any nature concerning the Property made by it. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Property is suited, or drainage.
10.2 **Hazardous Materials.** Buyer understands and agrees that, in the event Buyer incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or underground storage tanks whether attributable to events occurring prior to or following the Closing, then Buyer may look to current or prior owners of the Property, but, in no event, shall Buyer look to Seller for any liability or indemnification regarding Hazardous Materials and/or underground storage tanks. Buyer, from and after the Closing, hereby waives, releases, remises, acquits and forever discharges Seller, and each of the entities constituting Seller, if any, of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Property, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials there from, whether existing prior to, at or after the Closing. It is the intention of the parties pursuant to this release that any and all responsibilities and obligations of Seller, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Buyer, its successors, assigns or any affiliated entity of Buyer, against the Seller, arising by virtue of the physical or environmental condition of the Property, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material there from, whether existing prior to, at or after the Closing, are by this release provision declared null and void and of no present or future force and effect as to the parties; provided, however, that no parties other than the Indemnified Parties (defined below) shall be deemed third party beneficiaries of such release.

In connection therewith, Buyer and each of the entities constituting Buyer, expressly agree to waive any and all rights which said party may have with respect to such released claims under Section 1542 of the California Civil Code which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

**Buyer Initials** ____________  **Seller Initials** ____________

For purposes of this Agreement, the following terms shall have the following meanings:

“Environmental Claim” means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Property or its operations and arising or alleged to arise under any Environmental Law.

“Environmental Cleanup Liability” means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination...
or any Hazardous Materials on or under all or any part of the Property, including the ground water hereunder, including, without limitation, (i) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (ii) any cost, expense, loss or damage incurred with respect to the Property or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

“Environmental Compliance Cost” means any cost or expense of any nature whatsoever necessary to enable the Property to comply with all applicable Environmental Laws in effect. “Environmental Compliance Cost” shall include all costs necessary to demonstrate that the Property is capable of such compliance.

“Environmental Law” means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical sub-stances from industrial or commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

“Hazardous Material” is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term “Hazardous Material” includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a “hazardous waste,” “extremely hazardous waste” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code; (iii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code; (iv) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Sections 25501(o) and (p) and 25501.1 of the California Health and Safety Code (Hazardous Materials Release Response Plans and Inventory); (v) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code (Underground Storage of Hazardous Substances); (vi) “used oil” as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 1 of Title 22 of the California Code of Regulations, Division 4, Chapter 30; (ix) defined as “waste” or a “hazardous substance” pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a “toxic pollutant” pursuant to the Federal Water Pollution Control Act, 33 U.S.C. §1317; (xi) defined as a “hazardous waste” pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903); (xii) defined as a “hazardous substance” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.
§9601, et seq. (42 U.S.C. §9601); (xiii) defined as “Hazardous Material” or a “Hazardous Substance” pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; or (xiv) defined as such or regulated by any “Superfund” or “Superlien” law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials, oil wells, underground storage tanks, and/or pipelines, as now, or at any time hereafter, in effect.

Notwithstanding any other provision of this Agreement, Buyer’s release as set forth in the provisions of this Section, as well as all other provisions of this Section, shall survive the termination of this Agreement and shall continue in perpetuity.

11. REPRESENTATIONS AND WARRANTIES.

11.1 General Representations and Warranties.

Seller hereby makes the following representations and warranties to Buyer, each of which is true in all respects as of the Opening of Escrow and shall be true in all respects on the date of Close of Escrow on the Property to the best of knowledge of Seller’s existing staff without duty to investigate:

(a) There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller which shall survive the Close of Escrow except as heretofore disclosed in writing by Seller to Buyer on or before the Effective Date.

(b) Seller has not received any written notice from any third parties, prior owners of the Property, of any federal, state, or local governmental agency, indicating that any Hazardous Materials, Environmental Claim, Environmental Cleanup Liability exists or applies to the Property, nor does Seller have any knowledge that any Hazardous Materials, Environmental Claim, Environmental Cleanup Liability exists or applies to the Property.

(c) There are no easements or encroachments onto the Property by buildings or improvements from any adjoining property.

(d) Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).

(e) There are no pending or, to Seller’s knowledge without any duty of investigation, any threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.

(f) Seller has not received any written notice of any existing or threatened litigation or arbitration involving the Property, and, to Seller’s knowledge, there is no such litigation or arbitration involving the Property.
(g) Seller has not received any written notice of any currently outstanding violations of any federal, state, county or city ordinance, order, regulation or requirement affecting the Property and, to Seller’s knowledge, there are not such violations affecting the Property.

(h) After Closing, the Property will not be subject to any obligations under the DDA.

11.2 **Survival of Representations and Warranties of Seller.** The representations and warranties provided in this Section 11 shall survive the Closing and delivery of the Grant Deed for a period of one (1) year after the Closing.

12. **ESCROW PROVISIONS.**

12.1 **Escrow Instructions.** Sections 1 through 6, inclusive, 8, 12, 15 and 16 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder’s standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder’s general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder’s request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

12.2 **General Escrow Provisions.** Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Solano County Recorder to mail (i) the Grant Deed to Buyer at the address set forth in Section 15 after recordation; and (ii) the Covenant Agreement to Seller at the address set forth in Section 15 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Solano County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party’s instructions.

12.3 **Proration of Real Property Taxes.** As a public agency, Seller is not subject to real property taxes. According, Buyer shall take the Property subject to non-delinquent general and special real property taxes prorated to the Close of Escrow prorated on the basis of a thirty (30) day month and a three hundred sixty (360) day year.

12.4 **Payment of Costs.**

a. **Cost Allocation.** Seller shall only pay the documentary transfer taxes ("Seller’s Charges"). Buyer shall pay the cost of the Title Policy, the escrow fees, the recording charges for the Grant Deed and the Covenant Agreement and any charges incurred by Buyer’s acts ("Buyer’s Charges").
All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

b. **Closing Statement.** At least three (3) days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each party’s respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the parties.

12.5 **Termination and Cancellation of Escrow.** If Escrow fails to close due to a failure of a condition precedent, then the party in whose favor the condition precedent runs may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return (i) the Deposit to Buyer (less any cancellation fees) to Buyer unless Seller is entitled to same pursuant to Section 9, and (ii) all documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

12.6 **Documents.** Escrow Holder will assemble the Covenant Agreements receive from each party so that one (1) executed copy will be recorded in the Official Records of Sonoma County and returned directly to Seller by the County Recorder. Upon recordation of the Grant Deed and Covenant Agreement, conformed copies of each shall be delivered to each party.

12.7 **Information Report.** Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report (“Information Report”) and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045I regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045I, and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

12.8 **No Withholding as Foreign Seller.** Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within
the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder’s standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

12.9 **Brokerage Commissions.** is Buyer’s broker for this transaction (“Buyer’s Broker”). Buyer shall be solely responsible for the payment of any commission due to Buyer’s Broker. Buyer and Seller each represent and warrant to the other that no third party is entitled to a broker’s commission and/or finder’s fee with respect to the transaction contemplated by this Agreement. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys’ fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker’s commission and/or finder’s fee.

13. **RISK OF PHYSICAL LOSS.** Risk of physical loss to the Property shall be borne by Seller prior to the Close of Escrow and by Buyer after Close of Escrow. In the event that the Property shall be damaged by fire, flood, earthquake or other casualty Buyer shall have the option to terminate this Agreement, provided notice of such termination is delivered to Seller within ten (10) days following the date Buyer learns of the occurrence of such casualty. If Buyer fails to terminate this Agreement pursuant to the foregoing sentence within said ten (10) day period, Buyer shall complete the acquisition of the Property, in which case Seller shall assign to Buyer the interest of Seller in all insurance proceeds relating to such damage (subject to the rights of tenants under leases of the Property). Seller shall consult with Buyer regarding any proposed settlement with the insurer and Buyer shall have the reasonable right of approval thereof. Seller shall hold such proceeds until the Close of Escrow. In the event this Agreement is terminated for any reason, Buyer shall have no right to any insurance proceeds.

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

Buyer’s Initials: ___________ ___________

15. **NOTICES.** Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given (i) by personal delivery which will be deemed received the following day, or (ii) by mailing the same by registered or certified mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the party to whom the notice is directed as set forth below, or such other address and to such other persons as the parties may hereafter designate:

**To Seller:**
Suisun City Successor Agency  
701 Civic Center Boulevard  
Suisun City, CA 94585  
Attention: Executive Director

**With a Copy to:**
Aleshire & Wynder, LLP  
2361 Rosecrans Avenue Suite 475  
El Segundo, CA 90245  
Attention: Elena Gerli

**To Buyer:**
Suisun Health and Wellness, LLC  
Attn: Dr. Preeti Nare, DDS  
807 Main Street  
Suisun City, CA 94585

**To Escrow Holder:**  
Placer Title Company  
1300 Oliver Road Suite 120  
Fairfield, CA 94534  
Attn: Laura Vierra, Escrow Officer

16. **GENERAL PROVISIONS.**

16.1 **Assignment.** Buyer has no right to assign this Agreement without the prior written consent of Seller in its sole discretion. This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

16.2 **Attorney’s Fees.** In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys’ fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.
16.3 **Interpretation; Governing Law; Venue.** This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. The venue for any dispute shall be Solano County.

16.4 **No Waiver.** No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

16.5 **Modifications.** Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

16.6 **Severability.** If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.7 **Merger.** This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written are merged herein and shall be of no further force or effect.

16.8 **Construction.** In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

16.9 **Qualification and Authority.** Each individual executing this Agreement on behalf of Buyer represents, warrants and covenants to the Authority that (a) such person is duly authorized to execute and deliver this Agreement on behalf of Buyer in
accordance with authority granted under the organizational documents of such entity, and
(b) Buyer is bound under the terms of this Agreement.

16.10 **No Third-Party Beneficiaries.** This Agreement is only between the parties, and is not intended to be nor shall it be construed as being for the benefit of any third party.

16.11 **Execution in Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

**NOTE: Each of Sections 9, 10.2 & 14 must also be initialed.**

**BUYER:**

___________________________
Dr. Preeti Nare, DDS

**ACCEPTED BY ESCROW HOLDER:**

PLACER TITLE COMPANY, a California corporation

By: _______________________
Laura Vierra, Escrow Officer

Dated: _________________, 2022

**SELLER:**

SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, a public body, corporate and politic

By: _______________________
Greg Folsom, Executive Director

ATTEST:

_________________________
Anita Skinner, Agency Secretary

Dated: _________________, 2022
APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: ________________________________

Elena Q. Gerli, Agency Counsel
EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The real property located in the City of Suisun City, County of Solano, State of California described as follows:

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, CITY OF SUISUN CITY, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUISUN CITY, CALIFORNIA, BEING PORTIONS OF BLOCK 47, BLOCK 50 AND A 20' PRIVATE ALLEY, ALL AS SHOWN ON THAT CERTAIN MAP ENTITLED: "MAP OF BLOCKS 46, 47, 48, 49, 50, 51, 52 AND 53 IN THE TOWN OF SUISUN CITY", FILED FOR RECORD IN BOOK 5 OF MAPS, PAGE 12, IN THE OFFICE OF THE SOLANO COUNTY RECORDER, AS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 5, 2001, INSTRUMENT NO. 2001-00129904, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE INTERSECTION OF THE EAST LINE OF PALM AVENUE WITH THE SOUTH LINE OF FLORIDA STREET AS SHOWN ON SAID MAP BEARS NORTH 84 DEGREES 26' 50" EAST, 119.60 FEET, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS A POINT LYING 12.00 FEET SOUTHERLY OF, WHEN MEASURED AT A RIGHT ANGLE THERETO, OF THE SOUTH LINE OF FLORIDA STREET AS SHOWN ON SAID MAP; THENCE SOUTH 00 DEGREES 12' 20" WEST, 65.00 FEET; THENCE NORTH 89 DEGREES 47' 40" WEST, 110.00 FEET; THENCE NORTH 00 DEGREES 12' 20" EAST, 65.00 FEET TO A POINT, 12.00 FEET SOUTHERLY OF, WHEN MEASURED AT A RIGHT ANGLE THERETO, THE SOUTH LINE OF SAID FLORIDA STREET; THENCE LYING 12.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID SOUTH LINE, SOUTH 89 DEGREES 47' 40" EAST, 110.00 FEET TO THE POINT OF BEGINNING.

APN: 0632-061-390
EXHIBIT “B”

ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT

ASSIGNMENT AND RELEASE AGREEMENT

1. **Assignment:** MAIN STREET WEST PARTNERS, LLC, a California limited liability company (“Assignor”) assigns to DR. PREETI NARE, DDS, an individual (“Assignee”) as a Qualified Successor Developer its right to acquire and develop that certain real property identified as Parcel 11 (“Assignment”) in that certain Disposition and Development Agreement dated as of April 17, 2006 by and between Assignor and the Redevelopment Agency of the City of Suisun City (“Agency”) as subsequently amended by (i) that certain First Amendment to the DDA dated July 25, 2006; (ii) that certain Second Amendment to the DDA dated September 18, 2007; (iii) that certain Third Amendment to the DDA dated February 19, 2009; and (iv) that certain Fourth Amendment to the DDA dated April 29, 2016 (collectively the “DDA”).

2. **Acceptance.** The Assignment shall be deemed automatically accepted by Assignee upon execution of that certain Purchase and Sale Agreement for Real Property and Joint Escrow Instructions between the Assignee and Agency (“PSA”).

3. **Qualified Successor Developer:** Agency hereby approves Assignee as a Qualified Successor Developer under the DDA.

4. **Reassignment.** If for any reason, the PSA is not consummated by recordation of the Grant Deed as set forth therein (“Grant Deed”), all rights under this Assignment shall be deemed automatically assigned back to Assignor. Assignee shall cooperate with executing any documents reasonably requested to confirm the reassignment.

5. **Payment to Assignor at Closing.** Concurrently with the recordation of the Grant Deed under the PSA to Assignee (“Closing”), Agency shall pay to Assignor the sum of $_________ which is the pro rata portion of the Disposition Fee pursuant to Section 7 of the Settlement Agreement and General Release of All Claims.

6. **Release on Closing.** Concurrently at the Closing, all obligations under the DDA with respect to Parcel 11 are deemed terminated in their entirety and both Assignee and Assignor are released from any obligations under the DDA as to Parcel 11 and Parcel 11 shall no longer be subject to the DDA. Notwithstanding the foregoing, Assignor shall remain obligated with respect to the remaining DDA obligations pursuant to the Settlement Agreement and General Release of All Claims with the Effective Date of __________, 2022.

[signatures on the following page]
ASSIGNOR:
MAIN STREET WEST PARTNERS, LLC, a California limited liability company
By: _______________________
    Michael E. Rice, President
By: _______________________
    Frank J. Marinello,
    Vice President/Member

ASSIGNEE:

NOT TO BE EXECUTED UNTIL AFTER PSA EXECUTED

Dr. Preeti Nare, DDS

AGENCY:
SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY

NOT TO BE EXECUTED UNTIL AFTER PSA EXECUTED

By: _______________________
    Greg Folsom, Executive Director

ATTEST:
__________________________
    Anita Skinner, Agency Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP
By: _______________________
    Elena Q. Gerli, Agency Counsel
EXHIBIT C
GRANT DEED

Recording requested by and When Recorded Return to:

Suisun Health and Wellness, LLC
Attn: Dr. Preeti Nare, DDS
807 Main Street
Suisun City, CA 94585

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged and subject to the covenants set forth below SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, a public body, corporate and politic (“Grantor”) grants to Dr. Preeti Nare, DDS, ______________ (“Grantee”), all of its rights, title, and interest in that certain real property in the City of Suisun City, County of Sonoma, State of California, as more particularly described in Exhibit A attached hereto and incorporated by this reference (“Property”).

Grantee agrees to refrain from restricting the rental, sale, or lease of any portion of the Property on the basis of race, color, creed, religion, sex, marital status, age, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(a) Deeds: In deeds the following language shall appear: “The grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee itself, or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land.”

(b) Leases: In leases the following language shall appear: “The lessee herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:
“That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased.”

(c) Contracts: In contracts pertaining to conveyance of the realty the following language shall appear: “There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land.”

The foregoing covenants shall remain in effect in perpetuity.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed on its behalf as of the date written below.

GRANTOR:

SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE CITY OF
SUISUN CITY, a public body, corporate and politic

NOT TO BE EXECUTED UNTIL CLOSING

By: ____________________________

Greg Folsom, Executive Director

____________________, 2022

ATTEST:

______________________________

Anita Skinner, Agency Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: ____________________________

Elena Gerli, Agency Counsel
EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

That certain real property located in the City of Suisun City, County of Sonoma, State of California, and is described as follows:

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, CITY OF SUISUN CITY, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUISUN CITY, CALIFORNIA, BEING PORTIONS OF BLOCK 47, BLOCK 50 AND A 20' PRIVATE ALLEY, ALL AS SHOWN ON THAT CERTAIN MAP ENTITLED: "MAP OF BLOCKS 46, 47, 48, 49, 50, 51, 52 AND 53 IN THE TOWN OF SUISUN CITY", FILED FOR RECORD IN BOOK 5 OF MAPS, PAGE 12, IN THE OFFICE OF THE SOLANO COUNTY RECORDER, AS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 5, 2001, INSTRUMENT NO. 2001-00129904, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE INTERSECTION OF THE EAST LINE OF PALM AVENUE WITH THE SOUTH LINE OF FLORIDA STREET AS SHOWN ON SAID MAP BEARS NORTH 84 DEGREES 26' 50" EAST, 119.60 FEET, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS A POINT LYING 12.00 FEET SOUTHERLY OF, WHEN MEASURED AT A RIGHT ANGLE THERETO, OF THE SOUTH LINE OF FLORIDA STREET AS SHOWN ON SAID MAP; THENCE SOUTH 00 DEGREES 12' 20" WEST, 65.00 FEET; THENCE NORTH 89 DEGREES 47' 40" WEST, 110.00 FEET; THENCE NORTH 00 DEGREES 12' 20" EAST, 65.00 FEET TO A POINT, 12.00 FEET SOUTHERLY OF, WHEN MEASURED AT A RIGHT ANGLE THERETO, THE SOUTH LINE OF SAID FLORIDA STREET; THENCE LYING 12.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID SOUTH LINE, SOUTH 89 DEGREES 47' 40" EAST, 110.00 FEET TO THE POINT OF BEGINNING.

APN: 0032-061-390
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA   )
COUNTY OF ____________ ) ss.

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

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

WITNESS my hand and official seal.

_____________________________________
Notary Public

SEAL:
COVENANT AGREEMENT

THIS COVENANT AGREEMENT ("Agreement") is entered into as of the __________, 2022 by and between (i) SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, a public body, corporate and politic ("Successor Agency") and (ii) SUISUN HEALTH AND WELLNESS, LLC ("Developer").

RECITALS

A. Developer owns that certain real property in the City of Suisun City, County of Sonoma, State of California, as more particularly described in Exhibit A attached hereto and incorporated by this reference ("Property").

B. Developer acquired the Property from the Successor Agency pursuant to that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated __________, 2022 ("Successor Agency PSA").

C. As material consideration to the Successor Agency for the sale of the Property to Developer pursuant to the Successor Agency PSA, Developer agreed to develop the Property as set forth below.

NOW, THEREFORE, the obligations of Developer under this Agreement shall run with a burden the Property as covenants, equitable servitudes, restrictions and easements in favor of the Successor Agency in gross.

1. Development Covenant.

1.1. Covenant. Upon recordation of this Agreement in the Official Records of Sonoma County ("Recordation Date"), Developer covenants to promptly commence and diligently process all applicable governmental approvals to construct an approximately _____________________ thousand (______) square
foot and related facilities on the Property together with components and requirements imposed through the planning process ("Project").

1.2. **Compliance Date.** Within two (2) years from the Recordation Date, Developer shall commence and diligently prosecute to completion the construction of the Project consistent with the governmental approvals.

1.3. **Termination.** If Developer reasonably believes that the Covenants in this Agreement have been satisfied, Developer may send a written notice requesting the Successor Agency to confirm such compliance by execution of an appropriate document terminating this Agreement which shall be concurrently submitted with the notice and which document, upon execution by Developer and the Successor Agency, shall be recorded in the Official Records of Sonoma County. The Successor Agency shall review and promptly execute, acknowledge and return the document to Developer or otherwise specify in reasonable detail in writing what remains to be completed.

1.4. **City as Separate Legal Entity & Third Party Beneficiary.** The City of Suisun City ("City") is intended as a third-party beneficiary of the Covenants in this Agreement with full right (but not the obligation) to enforce the terms and provisions hereof. However, City is a separate legal entity from the Successor Agency. The Successor Agency have no authority to bind the City in any discretionary matter, including, but not limited to, any land use or planning entitlements or the approvals required for the Project. Developer acknowledges that the terms of these Covenants do not pre-approve any land use or planning entitlements or approvals Developer may be required to obtain from City for the Project or any other purpose.

1.5. **Obligations Run with the Land.** This Agreement shall constitute covenants, equitable servitudes, restrictions and easements in favor of the Successor Agency and City in gross which, without regard to technical classification and designation, run with the land and shall be binding on the owner of the Property and all successors.

1.6. **Indemnification.** Developer agrees, at its sole cost and expense, to defend, indemnify and hold harmless the Successor Agency and City (and their respective officers, employees, agents and consultants) from any claim, action or proceeding brought by a third party with respect to all aspects of the Project including, but not limited to, approvals or permits issued by the City and/or the Successor Agency, but specifically excluding any claim, action or proceeding relating to Environmental Claims, Environmental Cleanup Liabilities or Environmental Compliance Costs (each as defined in the Successor Agency PSA). The Successor Agency and City agree to promptly notify Developer of any such claim filed against City or the Successor Agency and to fully cooperate in the defense of any such action at no cost or expense to City or the Successor Agency. City and the Successor Agency may elect to participate in the defense of any such claim.
2. **Notice.** All notices shall be in writing and delivered personally, by overnight air courier service, by facsimile transmission or email, or by U.S. certified or registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, one (1) business day after depositing with an overnight air courier, or two (2) business days after depositing in the mail immediately, upon transmission (as confirmed by electronic confirmation of transmission generated by the sender’s machine) for any notice given by facsimile or email:

**To Successor Agency:**
Suisun City Successor Agency  
701 Civic Center Boulevard  
Suisun City, CA 94585  
Attention: Executive Director

**With a Copy to:**
Aleshire & Wynder, LLP  
2361 Rosecrans Avenue, Suite 475  
El Segundo, CA 90245  
Attention: Elena Gerli

**To Developer:**
Suisun Health and Wellness LLC  
Attn: Dr. Preeti Nare, DDS  
807 Main Street  
Suisun City, CA 94585

3. **California Law.** The Covenants contained in this Agreement shall be construed in accordance with the laws of the State of California.

4. **Interpretation.** If an ambiguity or question of intent or interpretation arises, then the terms of this Agreement, including but not limited to, the Covenants, shall be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party to this Agreement, including but not limited to, the Covenants, by virtue of the authorship of any of the provisions of this Agreement.

5. **Severability.** If any provision of this Agreement or portion thereof, or the application to any person or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of the covenants contained in this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby.

6. **Attorney’s fees.** In the event any action or suit is brought by a party hereto against another party heretunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorneys’ fees, expert witness fees, accounting and engineering fees, and any other professional fees resulting therefrom.
IN WITNESS WHEREOF, the parties have executed this Covenant Agreement as of the date set forth above.

DEVELOPER:  

NOT TO BE EXECUTED UNTIL CLOSING

Dr. Preeti Nare, DDS

SUISUN SUCCESSOR AGENCY:

SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, a public body, corporate and politic

NOT TO BE EXECUTED UNTIL CLOSING

By: ______________________________

Greg Folsom, Executive Director

____________________, 2022

ATTEST:

______________________________

Anita Skinner, Agency Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: ______________________________

Elena Q. Gerli, Agency Counsel
EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

That certain real property located in the City of Suisun City, County of Sonoma, State of California, and is described as follows:

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, CITY OF SUISUN CITY, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUISUN CITY, CALIFORNIA, BEING PORTIONS OF BLOCK 47, BLOCK 50 AND A 20' PRIVATE ALLEY, ALL AS SHOWN ON THAT CERTAIN MAP ENTITLED: "MAP OF BLOCKS 46, 47, 48, 49, 50, 51, 52 AND 53 IN THE TOWN OF SUISUN CITY", FILED FOR RECORD IN BOOK 5 OF MAPS, PAGE 12, IN THE OFFICE OF THE SOLANO COUNTY RECORDER, AS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 5, 2001, INSTRUMENT NO. 2001-00129904, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE INTERSECTION OF THE EAST LINE OF PALM AVENUE WITH THE SOUTH LINE OF FLORIDA STREET AS SHOWN ON SAID MAP BEARS NORTH 84 DEGREES 26' 50" EAST, 119.60 FEET, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS A POINT LYING 12.00 FEET SOUTHERLY OF, WHEN MEASURED AT A RIGHT ANGLE THERETO, OF THE SOUTH LINE OF FLORIDA STREET AS SHOWN ON SAID MAP; THENCE SOUTH 00 DEGREES 12' 20" WEST, 65.00 FEET; THENCE NORTH 89 DEGREES 47' 40" WEST, 110.00 FEET; THENCE NORTH 00 DEGREES 12' 20" EAST, 65.00 FEET TO A POINT, 12.00 FEET SOUTHERLY OF, WHEN MEASURED AT A RIGHT ANGLE THERETO, THE SOUTH LINE OF SAID FLORIDA STREET; THENCE LYING 12.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID SOUTH LINE, SOUTH 89 DEGREES 47' 40" EAST, 110.00 FEET TO THE POINT OF BEGINNING.

APN: 0032-061-390
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA )
COUNTY OF __________ ) ss.

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

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

WITNESS my hand and official seal.

________________________
Notary Public

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

STATE OF CALIFORNIA

COUNTY OF ______________________

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

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

WITNESS my hand and official seal.

________________________________________

Notary Public

SEAL:
RESOLUTION NO. SA 2020-02

A RESOLUTION OF THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND DEVELOPER MAIN STREET WEST PARTNERS LLC, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN 18-MONTH EXTENSION TO THE DISPOSITION AND DEVELOPMENT AGREEMENT (DDA) BETWEEN THE DEVELOPER AND SUCCESSOR AGENCY, AND DIRECTING THE EXECUTIVE DIRECTOR TO FORWARD THE EXECUTED SETTLEMENT AGREEMENT AND DDA EXTENSION TO THE SOLANO CONSOLIDATED OVERSIGHT BOARD FOR APPROVAL, AND DIRECTING MAYOR WILSON, IN HER CAPACITY AS MEMBER OF THE SOLANO CONSOLIDATED OVERSIGHT BOARD, TO VOTE TO APPROVE THE SETTLEMENT AGREEMENT

WHEREAS, On April 17, 2006, the Redevelopment Agency of the City of Suisun City ("RDA") and Main Street West Partners LLC ("Developer") entered into a Disposition and Development Agreement ("DDA") regarding the following RDA-owned properties:

<table>
<thead>
<tr>
<th>Property Identification</th>
<th>Site Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developer Property ID</td>
<td>APN</td>
</tr>
<tr>
<td>Parcels 1 &amp; 2</td>
<td>32-141-15</td>
</tr>
<tr>
<td>Parcel 3</td>
<td>32-142-30</td>
</tr>
<tr>
<td>Parcel 5 (701 Main)</td>
<td>32-130-01</td>
</tr>
<tr>
<td>Parcel 7</td>
<td>32-142-28</td>
</tr>
<tr>
<td>Parcel 8</td>
<td>32-142-25</td>
</tr>
<tr>
<td>Parcel 9</td>
<td>32-142-24</td>
</tr>
<tr>
<td>Parcel 4</td>
<td>32-130-06</td>
</tr>
<tr>
<td>Parcel 6</td>
<td>32-082-05</td>
</tr>
<tr>
<td>Parcel 10</td>
<td>32-042-30, 36, 44, 46, 48, 50, 52, 54, 56, 58, 60, 68</td>
</tr>
<tr>
<td>Parcel 11</td>
<td>32.061-39</td>
</tr>
<tr>
<td>Parcel 12</td>
<td>32-061-26 through 36</td>
</tr>
</tbody>
</table>

01107.0012/675168.1
WHEREAS, the parcels were to be built out with single family homes, a residential development, mixed use structures (commercial, office, residential), and commercial structures. RDA required as a part of the DDA that commercial properties were to be improved first with residential properties to follow. In addition, RDA committed to providing certain public improvements, and Developer committed to payment of a Lighthouse Development Fee per parcel, and a Developer Reinvestment fee from each residential unit into the enhancement of certain commercial portions of the project.

WHEREAS, on July 18, 2006, the DDA was amended ("First Amendment") to add the former Crystal Middle School site, APN 32-152-18 (Parcel 14). Parcel 14 is 7.44 acres in size (324,086 square feet).

WHEREAS, on September 18, 2007, the DDA was amended ("Second Amendment") to update Developer’s schedule of performance.

WHEREAS, on February 19, 2009, in response to changed conditions due to the Great Recession, the DDA was amended again ("Third Amendment"). The Third Amendment provided that the RDA would acquire parcels 3, 5, 7, 8, and 9, as well as 711 and 713 Main Street (Parcel 15, APN 32-130-03 & 04; 3,049 sq. ft.) from Developer for $717,257. Developer’s cost to acquire. Developer was to buy the properties back at a later date, in accordance with the updated performance schedule. To assist Developer in leasing space during the Great Recession, the RDA further agreed to loan Developer $500,000, secured by a personal note, at a 6% interest rate ("RDA Loan"). Those funds were for rent abatement, tenant improvements and other benefits for tenants to encourage rental of commercial space. The Third Amendment also included a repayment schedule. The Third Amendment also included a repayment schedule.

WHEREAS, on April 29, 2016, the DDA was amended ("Fourth Amendment") following settlement approved by the Department of Finance in the case of Main Street West Partners, LLC v. Successor Agency of the Redevelopment Agency of the City of Suisun City, et
al., Sacramento Superior Court, Case No. 34-2014-00164737 as follows: the Successor
Agency to the Redevelopment Agency of the City of Suisun City ("Successor Agency")
entered into the Fourth Amendment as successor-in-interest to the RDA; an updated schedule
of performance; the Developer Reinvestment fee per residential unit was renegotiated; a
contingent Downtown Economic Development Impact Fee was added in the event that utility
connection credits of an equal amount were available to the Developer; successor developer
provisions were added; the RDA Loan limit was lowered; and the RDA Loan repayment
provisions were revised. The RDA's commitment to construct certain public improvements
was removed and Developer agreed to undertake such improvements.

WHEREAS, Parcels 1, 2, 6, and 12 have been developed and/or assigned to a
successor developer. All other parcels remain subject to the provisions of the DDA.

WHEREAS, Successor Agency and Developer each allege that the other has
materially breached the DDA (the "Dispute"). Developer has threatened litigation against the
Successor Agency to recoup its costs and lost profits, however, are agreeable to assign the
DDA in conjunction with a settlement. The Parties have been engaged in good faith
settlement negotiations. The Successor Agency's priority is to have the remaining parcels sold
or assigned to successor developers so that development can go forward. Assignment of the
remaining parcels to one or more successor developers so that they can be developed will
support the economic development of the City. Developer's priority is to partially recoup a
small part of its losses and to end their obligations under the DDA.

WHEREAS, Developer and Successor Agency have been engaged in good faith
settlement negotiations, and now wish to resolve the Dispute and settle all potential litigation
arising therefrom in accordance with the terms and conditions articulated in the Settlement
Agreement and General Release of All Claims ("Settlement Agreement") attached hereto.
Assignment of the remaining parcels to successor developer so that they can be developed
will support the economic development of the City.
WHEREAS, on April 13, 2020, Successor Agency sent a letter to Developer, invoking Force Majeure in accordance with Section 3.02(A) of part Two of the DDA. Developer and Successor Agency now wish to extend the DDA at the current terms and conditions in order to have sufficient time to implement the provisions of the Settlement Agreement.

WHEREAS, the Successor Agency Board wishes for Mayor Wilson, the City of Suisun City’s representative on the Solano Consolidated Oversight Board, to vote to approve the Settlement Agreement when it comes before the Oversight Board for consideration.

NOW, THEREFORE, THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY DOES RESOLVE AS FOLLOWS:

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

Section 2. The Settlement Agreement in substantially the form attached hereto as Attachment “A” is hereby approved. The Executive Director of the Successor Agency is hereby authorized on behalf of the Successor Agency to execute the Settlement Agreement, subject to necessary approvals from the Solano Consolidated Oversight Board, and to make revisions to the Settlement Agreement that do not materially or substantially increase the Agency’s obligations thereunder, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Settlement Agreement.

Section 3. In accordance with Section 3.02(A) of part Two of the DDA (Force Majeure), and subject to the approval of the Solano Consolidated Oversight Board, the Executive Director of the Successor Agency is hereby authorized on behalf of the Successor Agency to execute an extension to the DDA, subject to all current terms and conditions, for a period of 18 months past the expiration date of April 29, 2021, through October 29, 2022. As approved by Successor Agency Board Resolution 2020-01, Successor Agency sent a letter to Developer on April 13, 2020 letter to Developer invoking the Force Majeure clause.

01107.0012/675168.1 Resolution No. SA 2020-02
Adopted November 17, 2020
Page 4 of 6
Section 4. Mayor Lori Wilson, as Member of the Solano Consolidated Oversight Board, to vote to approve the Settlement Agreement when it comes before the Board for consideration.

PASSED AND ADOPTED at a regular meeting of the City Council Acting as Successor Agency to the Redevelopment Agency of the City of Suisun City duly held on Tuesday, the 17th day of November 2020, by the following vote:

AYES: Boardmembers: Adams, Williams, Mayor Wilson
NOES: Boardmembers: None
ABSENT: Boardmembers: Day (Due to Conflict of Interest), Segala
ABSTAIN: Boardmembers: None

WITNESS my hand and the seal of said City this 17th day of November 2020.

[Signature]
Donna Pock, CMC
Deputy Secretary

01107.0012/675168.1 Resolution No. SA 2020-02
Adopted November 17, 2020
Page 5 of 6
ATTACHMENT “A”

SETTLEMENT AGREEMENT & GENERAL RELEASE OF ALL CLAIMS
SETTLEMENT AGREEMENT & GENERAL RELEASE OF ALL CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is entered into by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY ("Successor Agency"), and MAIN STREET WEST PARTNERS, LLC, a limited liability company organized under the laws of the State of California ("Developer"). Successor Agency and Developer may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. On April 17, 2006, the Redevelopment Agency of the City of Suisun City ("RDA") and Developer entered into a Disposition and Development Agreement ("DDA") regarding the following RDA-owned properties:

<table>
<thead>
<tr>
<th>PROPERTY IDENTIFICATION</th>
<th>SITE SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPERTY ID</td>
<td>APN</td>
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<td>Parcels 1 &amp; 2</td>
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<tr>
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<td>32-061-26 through 36</td>
</tr>
<tr>
<td>Parcel 13</td>
<td>32-091-17 through 20</td>
</tr>
</tbody>
</table>

The parcels were to be built out with single family homes, a residential development, mixed use structures (commercial, office, residential), and commercial structures. RDA required as a part of the DDA that commercial properties were to be improved first with residential properties to follow. RDA acknowledged that the Developer would have significantly increased costs related to development of the commercial properties and would have to wait for residential development to
recoup costs and losses on the commercial properties. In addition, RDA committed to providing certain public improvements, and Developer committed to payment of a Lighthouse Development Fee of $1.0029/sq. ft., and a reinvestment by Developer of $35,000 from each residential unit into the enhancement of certain commercial portions of the project ("Developer Reinvestment").

B. On July 18, 2006, the DDA was amended ("First Amendment") to add the former Crystal Middle School site, APN 32-152-18 (Parcel 14). Parcel 14 is 7.44 acres in size (324,086 square feet).

C. On September 18, 2007, the DDA was amended again ("Second Amendment") primarily to update Developer's schedule of performance.

D. On February 19, 2009, in response to changed conditions due to the Great Recession, the DDA was amended again ("Third Amendment"). The Third Amendment provided that the RDA would reacquire parcels 3, 5, 7, 8, and 9, as well as 711 and 713 Main Street (Parcel 15, APN 32-130-03 & 04; 3,049 sq. ft.) from Developer for $717,257, Developer's cost to acquire. Developer was to buy the properties back at a later date, in accordance with the updated schedule. To assist Developer in leasing space during the Great Recession, the RDA further agreed to loan Developer $500,000, secured by a personal note, at a 6% interest rate ("RDA Loan"). Those funds were for rent abatement, tenant improvements and other benefits for tenants to encourage rental of commercial space. The Third Amendment also included a repayment schedule.

E. On April 29, 2016, the DDA was amended ("Fourth Amendment") as follows: the Successor Agency entered into the Fourth Amendment as successor-in-interest to the RDA; an updated schedule of performance; the reinvestment fee of $35,000 per residential unit was decreased to $5,500 per unit; a contingent Downtown Economic Development Impact Fee was added ($4,800 per single family home for the creation of a Downtown Economic Development Fund) in the event that utility connection credits of an equal amount were available to the Developer; successor developer provisions were added; the RDA loan limit was lowered to $440,927.40 (from $500,000); and the RDA loan repayment provisions were revised. The RDA's commitment to construct certain public improvements was removed and Developer agreed to undertake such improvements.

F. Going forward, references to the DDA shall include the First through Fourth Amendments.

G. As of the date of this Agreement, Parcels 1, 2, 6, and 12 have been developed and/or assigned to a successor developer. All other parcels remain subject to the provisions of the DDA.

H. A dispute has arisen, and both Parties are alleging material breaches by the other Party.

I. Successor Agency and Developer each allege that the other has materially breached the DDA. Developer has threatened litigation against the Successor Agency to recoup its costs and lost profits, however, are agreeable to assign the DDA in conjunction with a settlement. The Parties have been engaged in good faith settlement negotiations. The Successor Agency's priority is to have the remaining parcels sold or assigned to successor developers so that development can go forward. Assignment of the remaining parcels to one or more successor developers so that they can be developed will support the economic development of the City. Developer's priority is to partially
recoup a small part of its losses and to end their obligations under the DDA. The Parties therefore now wish to resolve the dispute and settle all potential litigation arising therefrom.

NOW, THEREFORE, for full and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, all Parties hereto agree as follows:

AGREEMENT

1. Validity and Effective Date.

   (a) Except for Section 8, below, this Agreement shall take effect only upon approval by the Solano Consolidated Oversight Board ("Oversight Board").

   (b) In accordance with Section 34179(h) of the Health & Safety Code, the "Effective Date" shall be (5) five business days after submission to the Department of Finance ("DOF") by the Oversight Board of the approved Agreement, provided the DOF does not request a review of the Agreement within that period of time. The Effective Date shall be filled out once it is determined based on Oversight Board/DOF action, and shall be inserted herein below.

   (c) In the event the DOF indicates it is reviewing the Agreement or returns the Agreement to the Oversight Board for further action, this Agreement shall be null and void and the Parties may, in good faith, renegotiate the terms of settlement pursuant to DOF/Oversight Board direction.

2. Dispute. Successor Agency and Developer each allege that the other has materially breached the DDA (the "Dispute") as follows:

   (a) Successor Agency alleges that Developer has breached its contract obligations by failing to diligently pursue development of the remaining parcels, in accordance with the DDA’s schedule of performance. The Successor Agency has considered filing suit for specific performance, or to compel Developer to sell the remaining parcels to successor developers. Assignment of the remaining parcels to one or more successor developers so that they can be developed will support the economic development of the City.

   (b) Developer alleges that the Successor Agency breached its contract obligations by obstructing Developer and by unilaterally refusing to allow Parcel 13 to proceed as a residential development in violation of the DDA, thereby causing Developer to lose millions of dollars in anticipated revenues. Developer alleges the actions and inactions of the Successor Agency have created an intolerable situation and Developer is unable to finance their obligations under the DDA. Developer has asserted they are prepared to file suit against the Successor Agency to recoup their costs to date and significant lost profits.

3. Applicable Parcels.

   (a) The Parties acknowledge that the following parcels are currently subject to the provisions of the DDA. The properties may be referred to individually as "Parcel" and collectively as "Properties." Parcels 1, 2, 6, and 12 have been developed and/or assigned and are,
therefore, not subject to the DDA or to this Agreement. The provisions of this Agreement shall apply to all the Properties.

(b) Notwithstanding anything to the contrary in this Agreement, assignment and sale of Parcel 14 to a “Qualified Successor Developer,” as defined in Part One, Section 6.04 of the DDA, shall proceed except as set forth herein. In the event that the currently identified Qualified Successor Developer does not complete the purchase transaction, Developer is entitled to all rights available under the DDA regarding Parcel 14, including but not limited to the right of sale/assignment of Parcel 14 to another Qualified Successor Developer, or directly acquiring Parcel 14. Pursuant to the DDA and further documentation between Successor Agency and Developer, Fair Market Value for Parcel 14 has been determined on the basis of that certain appraisal from Garland & Associates dated August 16, 2016.

4. **RDA Loan**: Subject to approval by the Oversight Board, the RDA Loan shall be deemed paid in full, including all principal and past interest owed. This RDA Loan shall not be assigned to any successor developer. The original note shall be returned to counsel for the developer marked “Paid in Full” or “Void” within 5 (five) days of the Effective Date.

5. **Developer Reinvestment**: The Developer Reinvestment fee shall be waived in its entirety, and shall not be assigned to any successor developer.

6. **Economic Impact Fee/Lighthouse Dev. Fee**: The Parties agree that pursuant to the Fourth Amendment to the Development Agreement (a) the Downtown Economic Impact Fee of $4,800 per unit with respect to the Property and (b) the Lighthouse Development Fee of $1.0029 per square foot of land area will be assigned to a Qualified Successor Developer.

7. **Disposition Fee**: Subject to approval by the Oversight Board, Successor Agency shall pay Developer a disposition fee in the amount of $200,000 (two hundred thousand dollars) for the sale and assignment of Parcels 3, 4, 5, 7, 8, 9, 10, 11, 13, and 15. Compensation shall be made on a pro rata basis upon sale and assignment of each of the Properties, but in no event later than two (2) years following the Effective Date. If Successor Agency does not sell the Parcels within two years from the Effective Date, then Successor Agency shall advance the difference between amounts already received by Developer from the sale of the properties and $200,000. Successor Agency shall be reimbursed for any advance made under this section from the sale and assignment of any Parcel that occurs after the two-year deadline, provided that Developer shall have no obligation to Successor Agency hereunder.

8. **Escrow Deposits; Plans and Studies**: Upon execution of the Agreement, and without the necessity of any approvals, Successor Agency shall, within 5 (five) days of the date the Agreement is fully executed, release back to Developer the $30,000 per parcel escrow deposits made by Developer for the purchase of Parcel 10 and Parcel 13, currently on deposit with Placer Title Co. Upon execution of the Agreement, Developer shall provide copies of all architectural plans, drawings, CEQA studies, engineering drawings, and reports to the Successor Agency, for all Properties except Parcel 14. Alternatively, the parties may enter into a separate letter agreement through their attorneys to achieve this result in advance of execution of the Agreement.
9. **DDA Extension.** Subject to approval by the Oversight Board in accordance with Section 3.02(A) of part Two of the DDA (Force Majeure), Developer and Successor Agency shall execute an extension for the DDA for a period of 18 months past the expiration date of April 29, 2021, through October 29, 2022. Successor Agency invoked the Force Majeure clause by submitting a letter to Developer on April 13, 2020.

10. **Parties’ Obligations Under the DDA.** All rights, duties, and obligations of the Parties to each other under the DDA shall terminate upon the Effective Date, with the exception of Parcel 14 only and all duties and obligations regarding Parcel 14 shall terminate upon transfer of Parcel 14 by Developer. Nothing herein shall impact the ability of the Successor Agency to assign the remaining Properties until the termination of the DDA pursuant to Section 9, above.

11. **Indemnification.**

   (a) **Developer Indemnity.** Successor Agency agrees to indemnify, defend and hold harmless Developer, its managers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, attorney’s fees and costs, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened that may be asserted or claimed by any person, firm or entity arising out any action (or inaction, such as failure to approve an amendment to the DDA reflecting the terms of this Agreement) by the State of California or other governing body that concerns the DDA. The indemnity obligation shall be binding on successors and assigns of Successor Agency and shall survive termination of this Agreement. Successor Agency shall have no indemnification obligations to the Indemnified Parties prior to the Effective Date.

   (b) **Successor Agency Indemnity under the DDA.** Developer’s indemnification of Successor Agency for each Property under the DDA shall terminate upon the Effective Date, with the exception of Parcel 14 only and all duties and obligations regarding Parcel 14 shall terminate upon transfer of Parcel 14 by Developer.

12. **Release.**

   (a) **General Release.** For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree to release and forever discharge the other Party, including the City of Suisun City, and their elected or appointed public officials, officers, employees and agents, and their managers and owners or partners, including their respective attorneys, subsidiaries, divisions or affiliated corporations or organizations, agents, successors or assigns, predecessors, whether previously or hereafter affiliated in any manner, and all persons acting by, through, under or in concert with them, or any of them (collectively, "Releasees"), of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, costs or expenses, of any nature whatsoever, known or unknown, fixed or contingent, past, present and future (collectively, "Claims"), by reason of any act, omission, matter, cause, or thing whatsoever from the beginning of time to the date hereof including, without limiting the generality of the foregoing, any Claims constituting, arising out of, based upon, or relating to the
Dispute or the DDA. Notwithstanding the foregoing, the specific rights of the Parties under this Agreement and as set forth herein shall survive and be enforceable.

(b) **Discovery of Different or Additional Facts.** The Parties acknowledge that they may hereafter discover facts different from or in addition to those that they now know or believe to be true with respect to any Claims that are the subject of the Release set forth herein, and expressly agree to assume the risk of the possible discovery of additional or different facts, and the Parties agree that this Agreement shall be and remain effective in all respects regardless of such additional or different facts.

(c) **Release of Unknown Claims.** The Release set forth herein is a release of all claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are described in the Release and is intended to encompass all known and unknown, foreseen and unforeseen claims which either Party has or may have against the other Party, except for any claims which may arise from the terms of this Agreement.

(d) **Waiver of Civil Code Section 1542.** Further, the Parties expressly agrees to waive and relinquish all rights and benefits it may have against the other Party herein based on Section 1542 of the Civil Code of the State of California. That section reads as follows:

§1542. [General release; extent]

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.

(e) **No Other Pending Actions.** Developer represents that it has not filed any complaints or charges against the Successor Agency with any local, state or federal Successor Agency or court; and that if any such Successor Agency or court assumes jurisdiction of any complaint or charge against the Successor Agency on behalf of Developer, whenever filed, Developer will request such Successor Agency or court to withdraw and dismiss the matter forthwith.

(f) **Non-Admission of Liability.** The Parties acknowledge and agree that this Agreement is a settlement of disputed claims. Neither the fact that the Parties have settled nor the terms of this Agreement shall be construed in any manner as an admission of any liability by either Party.

(g) **No Assignment of Claims.** The Parties each warrant that they have made no assignment, and will make no assignment, of any claim, cause of action, right of action or any right of any kind whatsoever, embodied in any of the claims and allegations referred to herein, and that no other person or entity of any kind had or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims referred to herein.

13. **Further Assurance.** The Parties covenant that they will do whatever is reasonably necessary help perfect the title on any Parcel should the need arise to effect this Agreement in a
timely fashion. This could involve executing additional legal documents or correcting mistakes found in previous documents.

14. **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

15. **Authority.** Each of the signatories below represent that he/she has the authority to execute this Agreement.

16. **Knowing and Voluntary.** This Agreement is an important legal document and in all respects has been voluntarily and knowingly executed by the Parties hereto. The Parties specifically represent that prior to signing this Agreement they have been provided a reasonable period of time within which to consider whether to accept this Agreement. The Parties further represent that they have each carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, knowingly, and without coercion entering into this Agreement based upon their own judgment. The Parties further specifically represent that prior to signing this Agreement they have conferred with their counsel to the extent desired concerning the legal effect of this Agreement.

17. **Assistance of Counsel.** The Parties each specifically represent that they have consulted to their satisfaction with and received independent advice from their respective counsel prior to executing this Agreement concerning the terms and conditions of this Agreement.

18. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement.

19. **Singular and Plural.** Whenever required by the context, as used in this Agreement the singular shall include the plural, and the masculine gender shall include the feminine and the neuter, and the feminine gender shall include the masculine and the neuter.

20. **Enforcement Costs.** Should any legal action be required to enforce the terms of this Agreement, the prevailing party shall be entitled to all attorneys’ fees and costs, all expert witness or consultant fees and costs, all Alternative Dispute Resolution fees and costs, in addition to any other relief to which that party may be entitled.

21. **Injunctive Relief for Breach.** The Parties acknowledge and agree that any material violation of this Agreement is likely to result in immediate and irreparable harm for which monetary damages are likely to be inadequate. Accordingly, the Parties consent to injunctive and other appropriate equitable relief upon the institution of proceedings therefor by any other party in order to protect the rights of the Parties under this Agreement. Such relief shall be in addition to any other relief to which the Parties may be entitled at law or in equity.

22. **Severability.** Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

23. **Headings.** Headings at the beginning of each numbered section of this Agreement are solely for the convenience of the Parties and are not a substantive part of this Agreement.
24. **Ambiguity.** The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the Parties, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

25. **Waiver.** Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

26. **Governing Law.** This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles.

27. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty, and that no representation, inducement, promise, agreement or warranty not contained in this Agreement, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this Agreement shall be valid or binding, unless executed in writing by all of the Parties to this Agreement.

28. **Modifications.** Any alteration, change, or modification of or to this Agreement shall be made by written instrument executed by each party hereto in order to become effective.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the undersigned have executed this Agreement, consisting of a total of 9 pages, and agree to all of the above terms and conditions, as of the Effective Date set forth below.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUI S UN CITY

By: [Signature]
Successor Agency Executive Director
Date: 12/1/2020

ATTEST:

By: [Signature]
Successor Agency Secretary

APPROVED AS TO FORM:

By: [Signature]
Successor Agency Counsel

MAIN STREET WEST PARTNERS, LLC, a California limited liability company

By: [Signature]
Michael E. Rice, President
Date: 11/12/20

By: [Signature]
Frank J. Marinello, Vice President
Date: 11/12/2020

Effective Date: 3/3/2021
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, JUNE 21, 2022

5:30 P.M.

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

NOTICE

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

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

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

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: 822 8793 7794
CALL IN PHONE NUMBER: (707) 438-1720
REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING CLERK@suisun.com (PRIOR TO 4pm) OR VIA WEBSITE OR PHONE APPLICATION, ZOOM

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

ROLL CALL

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

PRESENT: Hernandez, Hudson, Williams
ABSENT: Day
CONFLICT OF INTEREST NOTIFICATION  NONE
(Any items on this agenda that might be a conflict of interest to any Councilmembers/Boardmembers should be identified at this time.)

PUBLIC COMMENT  NONE
(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

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

Suisun City Council Acting as Successor Agency
1.  CONFERENCE WITH REAL PROPERTY NEGOTIATOR
   Pursuant to California Government Code Section 54956.8., the Suisun City Council Acting as Successor Agency to the Redevelopment Agency of Suisun City will hold a Closed Session for the purpose of Conference with Real Property Negotiator.
   Property Under Negotiation: Assessor’s Parcel Numbers: 0032-061-390
   Negotiating Party: City Manager
   Parties Negotiating: Dr. Preeti Nare
   Under Negotiations: Terms and payment

2.  CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION
   Discussion of potential significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2), (e)(1): (1 potential case).

City Council
3.  CONFERENCE WITH LABOR NEGOTIATOR
   Pursuant to Government Code Section 54957.6
   Agency negotiator: City Manager
   Employee organizations:
      SCPFA IAFF (Suisun City Professional Firefighters’ Association, International Association of Fire Fighters)

4.  PERSONNEL MATTERS
   Pursuant to California Government Code Section 54957(b)(1) et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Employment: Fire Chief

5.  CONFERENCE WITH LEGAL COUNSEL--SIGNIFICANT EXPOSURE TO LITIGATION/INITIATION OF LITIGATION
   Discussion of potential significant exposure to litigation/initiation of litigation pursuant to Government Code Section 54956.9(d)(2), (e)(1) and (d)(4): (1 potential case).

   Council entered into Closed Session at 5:35pm.
CONVENE OPEN SESSION
Council reconvened with no announcements.

ADJOURNMENT
There being no further business the meeting was adjourned at 6:50pm.

___________________________
Anita Skinner, City Clerk
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, JUNE 21, 2022
6:30 P.M.

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

NOTICE
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WEBSITE: https://zoom.us/join
MEETING ID: 884 1367 2816
CALL IN PHONE NUMBER: (707) 438-1720

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

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

(Next Ord. No. – 795)
(Next City Council Res. No. 2022 – 80)
Next Suisun City Council Acting as Successor Agency Res. No. SA2022 - 01)
(Next Housing Authority Res. No. HA2022 – 01)
ROLL CALL
Vice Mayor Hernandez called the meeting to order at 6:58 pm with the following Council Members present:
PRESENT: Day, Hernandez, Hudson, Williams
ABSENT: None

Council Member Hudson led the Pledge of Allegiance.
City Manager Greg Folsom gave the Invocation.

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.)

Motion by Council Member Day to move General Business Item #15 to after Consent Calendar and seconded by Council Member Williams. Motion passed by the following vote:

AYES: Day, Hernandez, Williams
NOES: Hudson
ABSENT: None

REPORTS: (Informational items only)
1. City Manager/Executive Director/Staff
   • Received National recognition from US Conference of Mayors for City Wide Energy Infrastructure and Efficiency program for small cities.
   • Fire Department will be holding Employee Service Recognition Ceremony on Saturday, June 25th at 11am.
   • McCoy Creek Groundbreaking on July 12 at 5pm. Details will be sent out.
   • Confirmed today that the Fairfield Fire Department has donated a rescue vehicle to Suisun City. Very much appreciate the donation.
   • Appreciation to RPMA staff member Janet Hull. There was a fire at the Henley Apartments about 10 days ago that involved 16 units. Janet came out in the middle of the night and opened the Nelson Center for evacuees. Janet is just one example of the amazing employees we have in Suisun City.

2. PRESENTATION/APPOINTMENTS
(Presentations, Awards, Proclamations, Appointments).

   Presentation of Proclamation to Representative from Solano Pride Center Proclaiming June 2022 as “Lesbian, Gay, Bisexual, Transgender and Queer Pride Month.

   Vice Mayor Hernandez read the proclamation which was presented by Council Member Williams to Aaron Sencil and Vince Soler.

   Mr. Soler spoke briefly about his personal experience as part of the LGBTQ community.
CONSENT CALENDAR

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

City Council

3. Council Consideration and possible action to adopt Resolution No. 2022-80: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City’s legislative bodies, as authorized by government code section 54953(e) et seq., through June 20, 2022 – (Folsom: gfolsom@suisun.com).

4. Council Adoption of Resolution No. 2022-81: Acknowledging Receipt of a Report Made by the Fire Marshal of the Suisun City Fire Department Regarding State Mandated Inspections of Specific Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code – (Renucci: grenucci@suisun.com).

5. Council Adoption of Resolution No. 2022-82: Authorizing the City Manager to Execute a Professional Services Agreement on the City’s Behalf with LSA for Construction Biological Monitoring in Support of the McCoy Creek Trail Phase 2 Improvements Project and Authorize the City Manager to Approve up to 10% of the Contract Value for Unforeseen Change Orders – (Vue: nvue@suisun.com).

6. Council Adoption of Resolution No. 2022-83: A Resolution of the City Council of the City of Suisun City Accepting the Contract to Replace the Fire Sprinkler Main Lines for City Hall and Police Department as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project— (Vue: nvue@suisun.com).

7. Council Adoption of Resolution No. 2022-84: Adopting the 8th Amendment to the Annual Appropriation Resolution No. 2021-57 to Appropriate Funds for Traffic Records Improvement Project Through the Office of Traffic Safety Grant – (Deol: ldeol@suisun.com).

8. Council Adoption of Resolution No. 2022-85: Accepting the 2022 Cost Allocation Plan and Analysis – (Deol: ldeol@suisun.com).

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

9. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on May 17, 2022 and May 31, 2022 - (Skinner: askinner@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency


Council Member Hudson requested to pull Item 5 from Consent Calendar

Council Member Williams requested to pull Item 4 from Consent Calendar
Motion by Council Member Hudson to approve Items 3, 6, 7, 8, 9 and 10 and seconded by Council Member Day. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams
NOES: None
ABSENT: None

Item #4
Council Member Williams asked for clarification on when inspections are completed and is there an extension given to businesses.

Deputy Fire Chief Renucci explained the process.

Public Comment –
Donna LaBlanc asked if reports are available to the public after inspections are done and if so, how do we go about obtaining them? How long are schools, hotels, apartments given to correct violations?

Fire Marshall Jose Colin explained.

Motion by Council Member Williams to approve Item 4 with the addition of adding the Public Request Form to the website and an annual report of schools, business that still have violations to complete and seconded by Council Member Day. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams
NOES: None
ABSENT: None

Item #5
Council Member Hudson asked for an explanation of the time frame for McCoy Creek 2 & 3 and what citizens can expect for that trail.

Public Works Director Vue explained.

Motion by Council Member Williams to approve Items 5 and seconded by Council Member Hudson. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams
NOES: None
ABSENT: None

PUBLIC COMMENTS
(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)
Steve Olry thanked Public Works for the mattress removal and getting started on the weeds along McCoy Creek; concerned with the leadership of the city; minds are not on financial details; feels in the long run headed to a receivership; zero connectivity between the mayor’s office and local county agencies; leaders have to start solving problems now; Police, Fire and Public Works are all underfunded.

George Guynn commented tents and garbage around the water tank continues; thankful Fairfield Fires Department gave us a truck; bringing in revenue is the most important thing; concerned about not spending more on city streets.

Michelle Chavez asked when the city website overhaul would be done; asked what city policies are on RV’s, there are at least two RV’s and a tent in the lot at the corner of Railroad and Sunset

Katrina Garcia commented Adopt a Neighborhood will be hosting a get together at Montebello Park on 6/25 on how residents can get involved with beautification and hot dogs will be provided; recommendation for the city website to add steps on how residents get involved with the council and council meetings and that it be user friendly.

Donna LeBlanc reminded everyone of the “we got your five” challenge and that this coming Saturday is 6/25; Community Clean Team will be out Saturday at Walters and Petersen Roads for clean up; question posted on social media from someone buying a house and wanted to know a good area in Suisun; there were good reviews, some comments on trash and comments not to buy in old town because of the homeless.

**GENERAL BUSINESS  ITEM 15**

**HEARING**

Council Adoption of Resolution No. 2022-93: Placing Liens for Unpaid Waste Collection Service Charges on Certain Lands Situated in the City of Suisun City, County of Solano, State of California – (Deol: ideol@suisun.com).

Finance Officer Lahkwinder Deol presented the staff report.

Vice Mayor Hernandez opened the Public Hearing.

Donna LaBlanc commented the city receives $20 per lien and a percentage of the fees owed and would like to know if that money goes into the general fund.

Ms. Deol stated the monies go into the General Fund for the Utilities Department.

There being no further comments Vice Mayor Hernandez closed the Public Hearing.
Motion by Council Member Williams to adopt the resolution and seconded by Council Member Day. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams
NOES: None
ABSENT: None

PUBLIC HEARING

City Council

11. Conduct a Public Hearing, Approve Final Engineer’s Report, and Order the Levy and Collection of Assessments for the McCoy Creek Parking Benefit Assessment District – Deol: ldeol@suisun.com.

a. Council Adoption of Resolution No. 2022-86: Amending and/or Approving the Final Engineer’s Annual Levy Report for the McCoy Creek Parking Benefit Assessment District for Fiscal Year 2022-23; and

b. Council Adoption of Resolution No. 2022-87: Ordering the Levy and Collection of Assessments within the McCoy Creek Parking Benefit Assessment District for Fiscal Year 2022-23.

Public Works Director Vue presented the staff report and power point presentation.

Vice Mayor Hernandez opened the Public Hearing.

Michelle Chavez asked what happens if residents in the respective LLD’s to not agree with increases? What about LLD’s like Montebello that does not have a clause in their agreement for increases?

Patricia Matteson, resident of Victorian Harbor, stated she was happy to see that column painting project is a goal for FY22-23 for Victorian Harbor LLD; what work will be done (masonry, lamp posts, sign posts, painting only) and estimated cost. Could Mr. Vue explain the details and estimated costs of Victorian Harbor F relandscaping project?

Steve Olry commented Measure S was created to insulate us from some of these costs; took away monies from the special assessment districts; feels there is a neglect by the council and the taxpayers are going to suffer.

Charles S. the 14.79% increase is very relevant and should be of no surprise to anyone; when reports read the “last couple of years” it is indicative of the council not paying attention and could have been addressed years ago; will see another 14% or higher increase next year and the year after until we catch up to what should have been done years ago.

Donna LeBlanc made a request for Mr. Vue to post power point presentation on the website.

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

Motion by Council Member Day to Item 11 and seconded by Council Member Williams. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams
NOES: None
ABSENT: None
12. Conduct a Public Hearing, Approve Final Engineer’s Report, and Order the Levy and Collection of Assessments for Maintenance Assessment Districts – (Deol: ideol@suisun.com).

a. Council Adoption of Resolution No. 2022-88: Amending and/or Approving the Final Engineer’s Annual Levy Reports for the Suisun City Maintenance Assessment Districts for Fiscal Year 2022-23; and

b. Council Adoption of Resolution No. 2022-89: Ordering the Levy and Collection of Assessments within the Suisun City Maintenance Assessment Districts for Fiscal Year 2022-23.

Public Works Director Vue stated that this presentation was very similar to Item 11.

Vice Mayor Hernandez opened the Public Hearing.

Patricia Matteson commented the LLD’s annual budget as presented in the report are not itemized; do not have sufficient detail for reads to understand what specific projects and equipment purchases are planned and their estimated costs. Requests the Council ask City Engineer to provide more detail itemized budgets in the future.

- How are LLD assessments field equipment determined?
- What is included under the budget line operating contingency and how is this budget line calculated?
- Only 2 of the 3 LLD’s that are in the red got General Fund transfers to help pay their landscaping expenses. Why? Are they grants or do they add to the LLD debt?

Charles S. quoted from the staff report and stated it was in direct conflict with the Engineer Report for Peterson Ranch in particular; budget oversights; take guiding principle of following the general recommendation that you maintain our districts in a healthy, vigorous, satisfactory condition like they were when we moved into our homes.

Donna LeBlanc commented she does not live in an LLD district but sympathizes with those that do; if an annual inflator had been put into the district programs when it started they would be in good financial condition; only way to rectify is for those LLD’s to have a vote which is costly; if it cannot be maintained it will resort to impervious material being place and you will lose your parks; will have to get together as neighbors and maintain the park yourselves; volunteers are here to help you just need to ask.

Council Member Hudson left dais at 8:47PM

Council Member Hudson returned to dais at 8:49PM

Motion by Council Member Hudson moved to approve the Engineer’s Report and seconded by Council Member Day. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams
NOES: None
ABSENT: None

Housing Authority

13. Housing Authority Resolution No. HA 2022-__: Resolution of the Housing Authority of the City of Suisun City approving the First Amendment by and among the Housing Authority of the City of Suisun City and Harbor Park LLC, providing for certain changes relating to the
project description and provisions to the Disposition and Development Agreement regarding the Almond Gardens Apartments property dated November 2, 2022, located at APN 0032-101-420 and 0032-102-160, in the City of Suisun City (Recommendation to Continue Public Hearing to July 5, 2022) – (Bermudez: jbermudez@suisun.com).

Vice Mayor Hernandez opened the Public Hearing.

There being no comments the Public Hearing was continued to July 5, 2022.

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

14. PUBLIC HEARING

Adoption of the Fiscal Year 2022-23 Annual Budget - (Deol: Ideol@suisun.com).

a. Council Adoption of Resolution No. 2022-90: Adopting the Annual Budget for Fiscal Year 2022-23; and

b. Agency Adoption of Resolution No. SA 2022-01: Adopting the Annual Budget for Fiscal Year 2022-23; and

c. Authority Adoption of Resolution No. HA 2022-01: Adopting the Annual Budget for Fiscal Year 2022-23; and


e. Council Adoption of Resolution No. 2022-92: Adopting the Master Fee Schedule.

Finance Officer Deol made the presentation.

Vice Mayor Hernandez opened the Public Hearing.

George Guynn commented the city has a major problem with the cost of everything going up and nothing being down to counteract that; Measure S monies will be the only funds to pay for streets and a lot more than Measure S can provide will be needed; will also need to watch the cost of employees.

Steve Olry commented you made the budget work by not repairing any of our failed infrastructure; denying funding for dredging; grossly outspending the revenue.

Motion by Vice Mayor Hernandez to pass budget with being able to address the reserve in midyear by $144,263 and seconded by Council Member Williams. Motion failed by the following vote:

AYES: Hernandez, Williams
NOES: Day, Hudson
ABSENT: None
Motion by Council Member Hudson to pass the budget and without the Public Safety Dispatchers and seconded by Council Member Day. Motion failed by the following vote:

AYES: Day, Hudson  
NOES: Hernandez, Williams  
ABSENT: None

Motion by Vice Mayor Hernandez to pass the budget with 19% in reserve and add additional 1% by midyear and seconded by Council Member Williams. Motion failed by the following vote:

AYES: Hernandez, Williams  
NOES: Day, Hudson  
ABSENT: None

Motion by Council Member Williams to pass budget, take $144,000 from the street, and keep dispatch and seconded by Vice Mayor Hernandez. Motion failed by the following vote:

AYES: Hernandez, Williams  
NOES: Day, Hudson  
ABSENT: None

Council Member Hudson left dais at 9:52PM.  
Council Member Hudson returned to dais at 9:54PM.

Motion by Council Member Williams to pass the budget and remove the dispatcher positions and seconded by Council Member Day. Motion passed by the following vote:

AYES: Day, Hudson, Williams  
NOES: Hernandez  
ABSENT: None

Motion by Council Member Hudson to reconsider to cut one dispatcher and balance of that to come from the roads and will be the first budget amendment going forward and seconded by Council Member Williams. Motion carried by the following vote:

AYES: Day, Hernandez, Hudson, Williams  
NOES: None  
ABSENT: None

REPORTS: (Informational items only)  
15. Council/Boardmembers Updates

Council Member Hudson commented we had a great Father’s Day; have the 4th of July coming and wants everyone to come out; reminded everyone that illegal fireworks will cost you $1,000 and encouraged residents not to use illegal fireworks.
Council Member Williams commented “good job” to everyone on the dais in compromising and passing the budget. Adopt a Neighborhood is having hot dogs in the park on Saturday, 6/25 at the Montebello Park at 11:30am and one of our partners Republic Services will be joining as well. Opportunity to learn about Adopt a Neighborhood, how it works and how to get involved. Remind everyone tomorrow night as part of our Good Neighbor Policy, Buzz Oaks will have a zoom meeting from 7-8pm and information can be found on Suisun.com. There are RV’s being parked on private property at Railroad and Sunset Avenues; have seen a lot of Stiizy black bags everywhere and ask staff to contact Stiizy to maintain their perimeter and maintain the good neighbor policy. Hope everyone enjoyed their Father’s Day.

Council Member Day say “yay” for the 4th of July and so glad we got it back.

Vice Mayor Hernandez commented she is excited to have the 4th of July back too. Reminder of no illegal fireworks are allowed and there are signs throughout the city for our zero-tolerance policy. Give thanks to Tri City an NCAAP for hosting an event for Juneteenth. It was a great family event. Currently sit on the board of Solano Transportation Buses and there is a new app out where you can see the routes and wait times. Attended the Community Base Transportation Plan Workshop open house that happened at the Solano Transportation building and looking forward to seeing the results of the 400 plus surveys received and how you want to see future transportation here in the city.

16. **Non-Discussion Items**

**ADJOURNMENT**

There being no further business the meeting was adjourned at 10:08pm.

___________________________
Anita Skinner, City Clerk
**MEETING DATE:** July 5, 2022

**HOUSING AUTHORITY BOARD AGENDA ITEM:** Housing Authority Resolution No. HA 2022-____: Resolution of the Housing Authority of the City of Suisun City approving the First Amendment by and among the Housing Authority of the City of Suisun City and Harbor Park LLC, providing for certain changes relating to the project description and provisions to the Disposition and Development Agreement regarding the Almond Gardens Apartments property dated November 2, 2022, located at APN 0032-101-420 and 0032-102-160, in the City of Suisun City (Continued from June 21, 2022).

**FISCAL IMPACT:** There is no impact at this time.

**STRATEGIC PLAN:** Provide Good Governance.

**STAFF REPORT:** This item is being continued to a date uncertain at the request of the developer and staff to allow additional time to review the proposed amendments.

**RECOMMENDATION:** It is recommended that the Housing Authority Board open the Public Hearing, receive public comments, and continue to a date uncertain.
AGENDA TRANSMITTAL

MEETING DATE: July 5, 2022

CITY AGENDA ITEM: Successor Agency Adoption of Resolution No. SA 2022-__ : A Resolution of the Suisun City Council Acting as the Successor Agency to the Redevelopment Agency of the City of Suisun City Approving a Modification of the First Time Homebuyer Program to Remove the Provisions of the Loans Affordability Restrictions but maintain the homeowner’s obligation to pay the calculated Equity Share at loan payoff.

FISCAL IMPACT: There would be a positive impact. Impact explained in detail in the staff report section of this agenda transmittal.

STRATEGIC PLAN IMPACT: Provide Good Governance.

BACKGROUND: In 2009 the Agency initiated its Foreclosure First-Time Homebuyer Program. The Agency created the program to eliminate blight created by vacant distressed foreclosed homes, enhance property values, and provide affordable home ownership opportunities to low- and moderate-income households within the existing neighborhoods of Suisun City. Qualified persons and households were eligible to receive these shared equity down-payment assistance loans of up to 25 percent of the purchase price plus closing costs toward the purchase of bank owned foreclosure residence, or up to 35 percent of the purchase price plus closing costs for a previously bank owned foreclosure residence that had been purchased and rehabilitated for market sale. The Agency’s loan appeared as a second mortgage secured by the property.

The Program loans were funded from the Agency’s Housing Set-Aside Fund in exchange for sharing equity appreciation in the property with the Agency and recording a 45-year resale restriction against the property. The Program was designed to finance the difference between the applicant’s first mortgage combined with what the applicant brought to the table and what was needed to close escrow.

Loan payments are deferred at zero percent interest until the sale or transfer of the home, refinancing of the initial mortgage, or violation of a Program covenant (transfer of the home, conversion of the home to rental property, unapproved mortgage, etc.), at which time the principal amount of the loan and the shared appreciation is due and payable. The loan is forgiven if the initial buyer remains in the home for the full 45-year restriction term. In exchange for providing a zero-interest rate loan, the Agency shares a portion of the home's equity appreciation when the home is resold or upon repayment of the principal of the loan. The Agency’s equity share is equivalent to the percentage of the Agency's investment into the purchase of the property.

From January 2009 through July 2011, at total of 39 loans were issued to first-time homebuyer households. Currently there are a remaining 23 participant households. The loan program ended as of July 2011 due to the dissolution of the Redevelopment Agency.

Each participant household participated in a one-on-one explanation of the loan terms prior to loan funding during which participants were afforded an opportunity to ask questions and review sample loan documents. Each participant household signed the following recorded documents during their loan closing:

PREPARED BY: Kathy Lawton, Housing Manager
REVIEWED/APPROVED BY: Greg Folsom, City Manager
Another provision of the program is an Affordability Restriction. This restriction limits the allowable resale price. The restriction exists to ensure that these homes would remain affordable to other first-time homebuyers for 45 years. Each participant household signed the aforementioned loan documents and all but the Promissory Note either explained or referenced the affordability restriction.

**STAFF REPORT:** Staff has reviewed the impact of the program’s affordability restriction as it relates to current market value of homes in Suisun City. Of the remaining 23 participant loans, the following has been determined:

- **i.** Average Purchase Price of homes - $197,890
- **ii.** Average Agency Loan toward home purchases - $47,042
- **iii.** Average Agency Percentage Investment - 24% of the total purchase price
- **iv.** Average Restricted Resale Price of homes - $267,200
- **v.** Average Current Market Value of homes - $567,800

Using the above average figures, the following has been determined:

<table>
<thead>
<tr>
<th>Sale of Property at Restricted Price</th>
<th>Sale of Property at Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payoff of Agency’s Loan</td>
<td>Payoff of Agency’s Loan</td>
</tr>
<tr>
<td>Seller Net before 1st Mortgage Payoff</td>
<td>$62,330</td>
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<tr>
<td></td>
<td>$204,870</td>
</tr>
<tr>
<td></td>
<td>$133,788</td>
</tr>
<tr>
<td></td>
<td>$434,012</td>
</tr>
</tbody>
</table>

Holding the First Time Homebuyers to the restricted resale price substantially diminishes the equity investment of the homeowner. While removal of the affordability restriction from the loan will require the homeowner to pay a higher equity share to the Agency, the overall impact is positive to the homeowner and to the Agency as well.

Payment of the Equity Share by the homeowner to the Agency will not be waived or removed.

**RECOMMENDATION:** It is recommended that the Successor Agency Adopt Resolution No. SA 2022-__: A Resolution of the Suisun City Council Acting as the Successor Agency to the Redevelopment Agency of the City of Suisun City Approving a Modification of the First Time Homebuyer Program to Remove the Provisions of the Loans Affordability Restrictions but maintain the homeowner’s obligation to pay the calculated Equity Share at loan payoff.

**ATTACHMENTS:**

1. Resolution No. SA 2022-__: A Resolution of the Suisun City Council Acting as the Successor Agency to the Redevelopment Agency of the City of Suisun City Approving a Modification of the First Time Homebuyer Program to Remove the Provisions of the Loans Affordability Restrictions but maintain the homeowner’s obligation to pay the calculated Equity Share at loan payoff.
2. PowerPoint Presentation
RESOLUTION NO. SA 2022-

A RESOLUTION OF THE SUISUN CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY APPROVING A MODIFICATION OF THE FIRST TIME HOMEBUYER PROGRAM TO REMOVE THE PROVISIONS OF THE LOANS AFFORDABILITY RESTRICTIONS BUT MAINTAIN THE HOMEOWNER’S OBLIGATION TO PAY THE CALCULATED EQUITY SHARE AT LOAN PAYOFF.

WHEREAS, in 2009 the Redevelopment Agency of the City of Suisun City began providing Foreclosure First Time Homebuyer loans to eliminate blight, enhance property values, and provide affordable home ownership opportunities to low- and moderate-income households within the existing neighborhoods of the Suisun City; and

WHEREAS, a provision of the loan program was an Affordability Restriction. Under the affordability restriction, the homeowner is limited to a restricted resale price instead of being allowed to sell at market value. The restriction exists to ensure that these homes remain affordable to other/future first-time homebuyers for a period of 45 years.

WHEREAS, current market value of homes in Suisun City have experienced substantial increases value; and

WHEREAS, after careful consideration of the impact of the Affordability Restriction on participant households, it has been determined that holding the program participants to the restricted resale price substantially diminishes the equity investment of each homeowner.

NOW, THEREFORE, THE SUISUN CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY DOES HEREBY APPROVE the removal of the Affordability Restriction from each property deed but maintain that homeowners remain responsible for repaying the loan plus the calculated equity share; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute all documents necessary to Release the Affordability Restrictions on all impacted properties.

PASSED AND ADOPTED at a regular meeting of the City Council serving as the Successor Agency to the Redevelopment Agency of the City of Suisun City duly held on Tuesday, the 5th of July 2022, by the following vote:

AYES: Boardmembers: ____________________________

NOES: Boardmembers: ____________________________

ABSENT: Boardmembers: ____________________________

ABSTAIN: Boardmembers: ____________________________

WITNESS my hand and seal of the City of Suisun City this 5th of July 2022.

Anita Skinner
City Clerk
In 2009 the City initiated its Foreclosure First-Time Homebuyer Program. Under the terms of the loan, participants were eligible to receive up to 25 or 35% of the total home purchase price (sales price plus closing costs). In exchange for receiving these loans homeowners are required to pay a percentage of the home’s equity appreciation when paying off the loan. The percentage of the equity share is equivalent to the City’s investment in the purchase of the home.
Each approved applicant who successfully entered into a purchase contract and obtained assistance from the City signed the following loan documents which governed their participation in the loan program:

- Promissory Note;
- Loan Agreement, Resale Restriction and Option to Purchase;
- Notice of Affordability Agreement;
- Deed of Trust;
- Notice of Default; and
- Disclosure.

The Affordability Restriction of the loan program limits the allowable resale price of the property and was intended to ensure that these homes would remain affordable to other first-time homebuyers for 45 years.

Staff is recommending that the remaining loan participants to be authorized to sell their homes at market value and to have staff remove the Affordability Restriction from the properties once the loans have been fully repaid which includes the principal loan balance and the required equity share.
AGENDA TRANSMITTAL

MEETING DATE: July 5, 2022

CITY AGENDA ITEM: Discussion and Direction Regarding Code Enforcement in the City of Suisun City

FISCAL IMPACT: There will be no fiscal impact beyond what is currently budgeted if the City Council accepts and considers staff’s approach as an effective Code Enforcement Program. However, if the City Council decides to consider alternative methods to the City's enforcement program, there may be additional costs to reach new levels of enforcement.

STRATEGIC PLAN GOALS:
- Develop Sustainable Economy
- Enhance Environment

BACKGROUND: Code Enforcement, when used effectively, can be a beneficial enforcement tool to assist residents and businesses of the City of Suisun City. An effective Code Enforcement Program will enhance the City's livability to its residents and create an attractive business environment. What started as an effort to improve and encompass a comprehensive approach to code enforcement, today's code enforcement objective mainly concentrates on general blight conditions on public property, such as expired vehicle licensing and vehicle abatement. While these enforcement activities are crucial to enhancing a community's character, they only make up a small part of the City's enforcement program, thus leaving behind the more considerable public nuisances that arise on private property. Several studies have shown that a robust compliance program promotes increased land values, safer neighborhoods, and pride of ownership. Furthermore, public awareness and education of applicable laws can effectively obtain immediate compliance and serve as a long-range solution to ongoing nuisances.

The City's current Code Enforcement Program has two Community Services Officers (CSO) that serve the City. The two officers are part of the Police Department budget and are managed by the Police Chief. While the expectation and perception of the CSOs have long thought to take on complex and proactive enforcement of the Suisun City Municipal Code, historical records indicate that the CSOs have primarily focused on visual blight with some limitations engaging in private property code matters due to inadequate training. An effective code enforcement program should enforce all facets of City ordinances and provisions, not just focusing on a small set of neighborhood issues.

With a new Development Services Director and the recent retirement of a Community Services Officer, plans are taking shape to reclassify the vacant CSO position to a Code Enforcement Officer and move that position to the Development Services Department. This reorganization provides the City an opportunity at this time to evaluate, prioritize, and consider different approaches when reacting to code enforcement complaints.
STAFF REPORT: Staff is approaching City Council at this time to share fundamental code enforcement principles and enforcement activities that will fall under the purview of an enhanced code enforcement program moving forward. These basic principles and the reactive approach to code enforcement will deviate from the City’s current enforcement model and, in doing so, could face some resistance from the community. Still, with education and the positive visual impact of enforcement around the City, residents will see the benefits of a practical code enforcement philosophy. Being able to refocus our code enforcement program at this time will serve as an educational opportunity and foster dialogue with residents on aesthetically enhancing and beautifying the community.

Key Principles
Like any code enforcement case, the action and reaction of code officers are fluid based on the type of code violation; that said, the following fundamental principles reflect a general overview of the enforcement approaches that are planned for the division:

1. The City will enforce its ordinances based on the violation, not the violator. The focus of our code enforcement is the nuisance activity or structure, without regard to the source of the complaint or the nature or character of the violator.
2. The City will enforce confirmed violations based on the idea that they are violations against the City, not against a neighbor or other individual party.
3. The City seeks compliance first and foremost. Enforcement efforts are directed at providing opportunities for solving problems and eliminating violations, not punishing people.
4. When sufficient opportunity for eliminating the nuisance has been provided, but no significant results have been obtained, the City will aggressively pursue relief in the courts, including civil and criminal remedies.
5. Health and safety violations are given the highest priority to protect human life and property without delay.

Types of Enforcement Activity
The types of conditions that code enforcement will be monitoring and seeking compliance with include the following types of activities:

- Overgrown vegetation – work in tandem with the Fire Department on compliance
- Illegal construction activities
- Storing of debris and rubbish in public view
- Keeping inoperable/unregistered vehicles on private property in public view
- Unsafe building/living units, pack rats
- Parking on private unpaved/unapproved surfaces
- Discarded appliances, household items, construction materials
- Miscellaneous, complaints-includes dangerous pools, basketball hoops in the public right-of-way
- Operating without a business license(illegal business
- Illegal fences, signs
- Illegal keeping of animals
Many situations fall under code enforcement, and the above list is not inclusive. Historically, as code enforcement activity increases, the community will realize the benefits of an active program. Further, the division will begin to act as a “clearinghouse” for residents wanting to discuss other situations or questions regarding potential citywide activities. These questions may not be real code issues, but call activity increases, and this behavior, albeit positive, requires staff time to guide citizens to the appropriate agency to assist them.

**Reactive and Proactive Enforcement**

Moving forward with an enhanced code enforcement program, the City would be looking for better ways to encourage private property owners to comply with health and safety regulations. Traditional approaches to code enforcement tend to be reactive, relying on complaints from the public to trigger action. Another means of enforcement is the proactive code enforcement model. This method is typically not implemented city or community-wide but is used to target a particularly blighted area for improvement.

A reactive code enforcement program is driven by the community and is complaint-based. In the reactive approach, the Code Enforcement Officer would be taking calls from the public, which could bring a different reaction from the owner of a potential violating property. Enforcement only occurs when residents and neighbors report possible violations. Because reactive inspection programs rely on residents reporting, the City is less likely to be aware of all violations that exist in the community. For instance, vulnerable tenants, who fear retaliation and are not knowledgeable about the reporting system, may be reluctant to make complaints; thus, housing issues are more likely to be ignored. The benefits of a reactive code compliance strategy include cost and a demand-driven process that is more forgiving considering the City's fiscal position. The reactive approach can operate with low staffing levels because the division is only reacting to complaints and not actively looking for violations. One of the negative aspects of the reactive strategy is that staff is continually responding to conditions instead of proactively enforcing the City's ordinances. Additionally, the reactive approach has the potential for code compliance problems to become more significant or more severe, waiting for the public to report a particular nuisance.

The proactive code enforcement strategy emphasizes engaging the public about their community issues while educating them about the adopted City codes. This strategy allows for the development of a relationship that can help a code compliance division become more efficient and effective with the community’s help. The relationship created with the public allows for a buy-in level to be completed. By getting the public active in the code compliance process, the residents could take more ownership of the process for their neighborhoods. Taking a proactive approach in certain areas and for specific problems – signs in the commercial district, for example – could be beneficial to achieving a balanced code enforcement program in the City. In commercial districts where it is vital to attract customers, a proactive approach would allow the City to establish and maintain a clean and attractive environment to benefit all businesses. A proactive approach would let the City take action on any observed violation to preserve the area's integrity. However, taking on a proactive approach to enforcement requires additional time and expense, and it would be necessary to increase the code enforcement budget and possibly hire additional officers to assist with the increased workload of a more complex or comprehensive program. Well-resourced and moderately sized cities may be well-positioned to have the consistent staff infrastructure to address code issues proactively. The City with fewer resources
or challenging code issues may not have the staffing capacity or resources to tackle all problems regularly.

The strategy of the Code Enforcement Program moving forward is not to concentrate solely on the reactive versus proactive nature of code compliance but to attempt to concentrate on both within limitations given due to budget and available resources. The key moving forward is to ensure the program response is timely and effective while handling a wide range of code issues that the program recognizes and pursues for the betterment of the community. Lastly, the program aims to educate the community, so that code compliance is understood as an integral part of our community fabric. The program intends to move the conversation away from reactive versus proactive and toward an understanding of gaining voluntary compliance for code abatement.

**CEQA ANALYSIS:** The California Environmental Quality Act (Section 21000, et. seq. of the California Public Resources Code, hereafter CEQA) requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.”

City Council is providing discussion and direction at this time, and there are no identifiable environmental effects or physical changes in the environment with the subject of this report.

**RECOMMENDATION:** The goal of an adequate code enforcement program is to ensure safety for our residents and enhance their quality of life. Staff recommends the City Council discuss the code enforcement program and processes, identify any priorities, and provide direction to staff.

**ATTACHMENTS:**

1. PowerPoint Presentation
Code Enforcement Program Discussion

CITY OF SUISUN CITY, CITY COUNCIL
JULY 5, 2022

Current Code Enforcement Program

• Community Services Officer
• Public nuisances – 72-parking violations, illegal parking, dumping
• Training - limitations
• Engage in Private Property matters
Enhanced Code Enforcement Program

- Visual blight conditions
- Transition to private property matters
- Types of enforcement activity
- Key enforcement principles

Code Enforcement Approach

- Reactive
  - Reliance on community complaints
  - Prioritization – queue
  - Lack of reporting
  - Ideal for limited staffing

- Proactive
  - Establish set objectives
  - Activates the community – rally around issues
  - Prioritization issues
  - Scale of objectives limited - staffing
What is the best approach?

Let’s discuss......
AGENDA TRANSMITTAL

MEETING DATE: July 5, 2022

CITY AGENDA ITEM: Council Discussion and Direction: Community Christmas Tree Replacement Location

FISCAL IMPACT: None at this time

STRATEGIC PLAN IMPACT: Provide Good Governance

BACKGROUND: The Christmas Tree used each year for Christmas on the Waterfront has lived its useful life. Early in 2021 staff hired an arborist to inspect the tree and provide an estimated life expectancy for the tree. Their estimate was 2-5 years with recommended modifications to the watering cycle and soil amendments. Efforts were made to prolong the trees life by adhering to the recommendations provided, but those efforts were unsuccessful. Last year, 2021, was the last year of life for the Community Christmas Tree. During the March 10, 2022, City Council meeting options were presented for the tree replacement and a new tree planting was decided upon. The estimated budget was $15,000 plus additional costs due to inflation and lack of supply of this size of tree.

STAFF REPORT: Staff has located and made the purchase of the new Christmas tree and the next steps are delivery and planting. The identified area as shown on the map in attachment 2, will allow for minimal changes to the design of the annual program. The new location will open the promenade to allow for less restrictive walkways after the tree lighting and provide a dedicated stage area that is not on the public sidewalk. Considerations for the location were, flow of pedestrian traffic, proximity to the Visitors Dock to accept the arriving Santa Claus and Mrs. Claus, provide community members close access to the tree for viewing of the tree lighting as well as the lighted boat parade.

A replacement tree has been located and purchased with a total cost including delivery of $11,775. Rental equipment will be needed to plant the tree and with staff time, another $3,250 will be spent to complete this phase of the project. That total is on budget with the original approval of $15,000. Staff recommends creating a hard base in the planter box to accommodate the stage trailer for Christmas on the Waterfront. Staff will remove ground level vegetation, relocate boulders, and fill with a solid base of decomposed granite to provide a suitable base for the stage. This can be done in house with current materials.

STAFF RECOMMENDATION: It is recommended Council provide direction on a Community Christmas Tree Replacement Location.

ATTACHMENTS:

1. Power Point Presentation
THIS PAGE INTENTIONALLY LEFT BLANK
Community Christmas Tree Location

Legend:
- Feature 1
- Feature 2
- Feature 3
- Lagoon House
- Beach (North)
- Inlet (South)

Christmas Tree
Stage Location
AGENDA TRANSMITTAL

MEETING DATE: July 5, 2022

CITY AGENDA ITEM: Police Department Showcase.

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

STRATEGIC PLAN IMPACT:

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

BACKGROUND: The Police Department has historically provided an annual report each year at the direction of the City Council. This report is provided to the Public Safety and Emergency Management Committee each year, and after discussion with the committee, the report is given to the Council.

STAFF REPORT: To aid and assist in continued transparency, a Police Department annual report is compiled and published each year. This specific report being presented on July 5, 2022, contains information related to personnel, patrol & crime statistics, technology, and department accomplishments for the 2021 calendar year. This report was provided to the Public Safety and Emergency Management Committee on May 4, 2022. The Committee unanimously agreed this report should be presented to Council.

RECOMMENDATION: This is a presentation only and no recommendation is associated with this item.

ATTACHMENTS:

1. PowerPoint Presentation

PREPARED BY: Aaron Roth, Police Chief
APPROVED BY: Greg Folsom, City Manager
In 2021, SCPD participated in a 3-day Team Building Workshop sponsored by POST. During this workshop, we discussed many ideas including succession planning, efficiency, training needs and much more. We also worked on our Mission, Vision and Values statements as requested by the City Council in 2020.
CHIEF’S MESSAGE

• Continuing Pandemic
• 2021 SCPD’s 100 Year Anniversary
• Held Team Building Workshop

Core Values
• Integrity
• Community Service
• Respect
• Leadership
• Innovation

Thank you to our Community!

CHIEF’S MESSAGE:

On behalf of the Suisun City Police Department, it is my pleasure to present the police department’s annual report. This report for 2021 will highlight some of our accomplishments and some of the hard work done by our staff over the past year. My hope is this report will provide a glimpse into the department and provide you with an update on our areas of focus in 2021.

During 2021, the COVID-19 global pandemic continued to play a major role in hindering our ability to interact in person and engage with all of you to the level we have come to expect in Suisun City. Despite these challenges, the women and men of the Suisun City Police Department continued to serve 24 hours a day, 7 days a week to enhance the safety and security of our city. We are proud to be Your Police Department and to be a part of the Suisun City Community. We cannot be successful without the amazing support the community of Suisun City shows us.

2021 marked the 100-year anniversary for the Suisun City Police Department. According to city records, the Suisun Board of Trustees, the body that was eventually renamed the Suisun City Council, appointed Anson Burdick as the Suisun Town Marshall in November of 1921. This made him the first deputized law enforcement officer employed by Suisun City. Unfortunately, as many of you may know, Anson Burdick was killed in the line of duty on September 1, 1927. While subsequent appointments to his post were made changing the position's title along the way, the deputization of Marshall Anson Burdick in 1921 was the beginning of what we now know as the Suisun City Police Department. "Serving since 1921," became our motto and helped us to acknowledge our past and focus on our future.

During 2021, we also evaluated our Mission, Vision, and Core Values. In that process, we wanted to ensure our Mission Statement re-affirmed our moral contract with you the community, who entrust us to serve you. We wanted to develop a vision that inspired our current and future employees to advance the Department towards a shared vision. Finally, we wanted to assess our Core Values to affirm our guiding principles of service to the community. You can see our Mission and Vision Statements on the adjacent page.

Our Mission acknowledges that above all else, our role is to be in service of our diverse community. Our Vision acknowledges that to accomplish this mission, we must commit to the development of our personnel to improve our capability to provide exemplary services. Finally, our Core Values of Integrity, Community Service, Respect, Leadership, and Innovation help to guide us to seek and identify meaningful long-term solutions and relationships with the community.

We are honored to represent Suisun City and proud to serve this great community.

Sincerely,

Anna Roth

Thank you to our Community!
In 2021, we hired or promoted 1 Commander, 3 Sergeants, 2 Police Officers and 2 Dispatchers.

### EMPLOYEE DEMOGRAPHICS

**SCPD STAFF**

<table>
<thead>
<tr>
<th>Ethnicity</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
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<td>Black</td>
<td>9%</td>
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**SCPD SWORN STAFF ONLY**

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**FEMALE SWORN**

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<tr>
<td>Asian</td>
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<tr>
<td>Black</td>
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</tbody>
</table>

Our personnel are critical to providing the highest level of services to our diverse community. The department is comprised of both sworn and professional staff. Our staff work hard to keep Suisun City safe 5200 days-a-year and 24 hours-a-day. These people include police officers, detectives, dispatchers, community service officers, property and evidence technicians and support staff. Every position is vital and every employee makes a direct impact on the services provided to our community.

This year we recruited and promoted several personnel. Amongst those were one Commander, two Sergeants, two Police Officers and two Public Safety Dispatchers. Below is our personnel demographics.
<table>
<thead>
<tr>
<th>Personnel Services</th>
<th>Services &amp; Supplies</th>
<th>Interdepartmental Charges</th>
<th>Non-Reoccurring</th>
<th>Debt Service Principal</th>
<th>Debt Service Interest</th>
<th>Transfer Out</th>
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<tr>
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<td>$7,848.00</td>
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PATROL STATISTICS

• Investigates collisions, missing persons, thefts, domestic violence, robbery, child abuse and other crimes
• Assists with emergency response to medicals and fires
• Contacts our homeless and mentally ill
• Responded to 29,447 calls
• Wrote 3,328 reports
• Made 802 arrests
• Issued 827 citations
• Investigated 278 collisions
• Responded to 73 shooting calls (*11 substantiated shootings)
• Recovered 50 firearms
USE OF FORCE

- 13 use of force incidents (0.0004%)

COMPLAINTS

- 7 citizen complaints
- 1 sustained

TRAINING

- Identified new training manager
- 4,3000 hours of training
- National Alliance on Mental Illness (NAMI) Training
UCR STATISTICS

- Homicide
- Rape – up 37%
- Robbery
- Aggravated Assault
- Burglary
- Larceny
- Auto Theft
- Arson – up 20%

* Crime down 20% for 5-year average
DISPATCH

• Handled 34,894 incoming calls
• Created 29,447 incidents
• Made 12,361 outgoing calls
• Answered 10,549 9-1-1 calls

In addition, Dispatch handles police reports, subpoenas, records requests, vehicle releases, sex and drug offender registrations and other front counter requests all while dispatching.
ACCOMPLISHMENTS

- Racial and Identity Profiling ACT Data (RIPA)
- Implementation of CA Incident Based Reporting System (CIBRS/NIBERS)
- Implementation of new property and evidence software
- Shelter Bed Grant
- Pilot agency for Mobile Crisis
INVESTIGATIONS

- Conducted follow up on 598 Part 1 Crimes
- Missing Persons and Misdemeanor Weapons Cases
- Full investigations on 110 incidents
- Closed 89 of these cases
- One Detective Assigned to the Solano Co. Major Crimes Task Force
- Continued work on the 2021 homicide

PROPERTY & EVIDENCE

- One full time Property & Evidence Technician
- Transferring old records to new software
- Logged over 1,200 items of evidence for the year
- 50 firearms to be tested
COMMUNITY SERVICE OFFICERS

- CSO’s investigate parking complaints and low-level code enforcement issues
- Able to assist with some “cold” police reports
- Provides field assistance during emergencies
- Historically Three CSO’s
- Started 2021 year with two CSO’s
- One CSO Retirement
- One School Safety Officer Departure
Thank you to the Suisun City Community!

QUESTIONS?