

CITY COUNCIL  
Lori Wilson, Mayor  
Michael A. Segala, Mayor Pro-Tem  
Anthony Adams  
Jane Day  
Wanda Williams



CITY COUNCIL MEETING

First and Third Tuesday  
Every Month

## A G E N D A

### SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, JUNE 25, 2019

5:30 P.M.

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

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#### **NOTICE**

*Pursuant to Government Code Section 54953, Subdivision (b), the following City Council meeting includes teleconference participation by Council Member Jane Day from: 301 Morgan Street, Suisun City, CA 94585.*

#### **ROLL CALL**

Council Members

#### **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.)*

#### **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.)*

#### **CLOSED SESSION**

City Council

1. CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: City Manager  
Employee organization: SCPOA (Suisun City Police Officers' Association).
2. CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: City Manager  
Employee organization: SCEA (Suisun City Employees' Association).
3. CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: City Manager  
Employee organization: SCMPEA (Suisun City Management and Professional Employees' Association).

DEPARTMENTS: AREA CODE (707)

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

**CONVENE OPEN SESSION**

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

**ADJOURNMENT**

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

***PLEASE NOTE:***

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2. Suisun City is committed to providing full access to these proceedings; individuals with special needs may call 421-7300.
3. Agendas are posted at least 72 hours in advance of regular meetings at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including the Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA, and the Suisun City Senior Center, 318 Merganser Drive, 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 June 25, 2019 was posted and available for review, in compliance with the Brown Act.



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Lori Wilson, Mayor  
Michael A. Segala, Mayor Pro-Tem  
Anthony Adams  
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CITY COUNCIL MEETING

First and Third Tuesday  
Every Month

## A G E N D A

### REGULAR MEETING OF THE SUISUN CITY COUNCIL

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

TUESDAY, JUNE 25, 2019

7:00 P.M.

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

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#### **NOTICE**

*Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by:  
Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.*

(Next Ord. No. – 763)

(Next City Council Res. No. 2019 – 67)

Next Suisun City Council Acting as Successor Agency Res. No. SA2019 - 06)

(Next Housing Authority Res. No. HA2019 – 06)

#### **ROLL CALL**

Council / Board Members

Pledge of Allegiance

Invocation

#### **PUBLIC COMMENT**

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SUCCESSOR AGENCY 421-7309 FAX 421-7366

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

1. Solano Countywide Pothole Report 2019.

**PRESENTATIONS/APPOINTMENTS**

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

2. Committee Appointments. (City Council).
  - a. Environment and Climate Committee.
3. Recognition of Suisun City Interim Police Chief Scott Paulin.
4. Update on the Public Safety Power Shutoff (PSPS) Program by John Costa, Government Relations/Public Affairs at Pacific Gas and Electric Company.

**CONSENT CALENDAR**

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

**City Council**

5. Council Adoption of Resolution No. 2019-\_\_\_: Identifying the Terms and Conditions for Fire Department Response Away from Their Official Duty Station and Assigned to an Emergency Incident - (Vincent).
6. Council Adoption of Resolution No. 2019-\_\_\_: Authorizing the City Manager to Allow the Chief Fire Officers to Deploy in Strike Teams and Collect Overtime on Assignments where Reimbursements Will Occur Under the California Fire Assistance Agreement - (Vincent).
7. Council Adoption of Resolution No. 2019\_\_\_: Authorizing the City Manager to Execute a Contract with Questica for Budget and Transparency Software and Services - (Folsom/Dingman/Corey).
8. Council Adoption of Resolution No. 2019\_\_\_: Authorizing the City Manager to Execute a Lease-To-Own Purchase Agreement with Motorola Solutions, INC. for Portable and Mobile Radios for the Fire Department - (Folsom).

**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 7, 2019 (Corrected Minutes Continued from May 21, 2019), May 14, 2019, May 21, 2019 and May 28, 2019 – (Hobson).

**PUBLIC HEARINGS****GENERAL BUSINESS****City Council**

10. Council Consideration of Resolution No. 2019 - \_\_\_: Establishing the Regular Time of the Suisun City Council Meetings - (Folsom).
11. Police Department and Fire Department Annual Reports - (Paulin/Vincent).

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

12. a. Council/Boardmembers
- b. Mayor/Chair
13. City Manager/Executive Director/Staff

**PUBLIC COMMENT**

*(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)*

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# Solano Countywide Pothole Report

April 2019

**Solano Transportation Authority**  
Streets and Roads Pavement  
and Rehabilitation Report



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# Executive Summary

**From a transportation standpoint, a community's roads and network of streets, and the connections that they enable, are its lifeblood. A well-maintained road network can attract and support new residents, businesses, and investment, while a neglected network can lead to lost opportunities for growth and reduced quality of life for residents and local businesses. In order to allow Solano County to remain a competitive, attractive location for desirable development, our roads must be smooth and free of potholes.**



**Figure 1. Pothole Example**

The first Solano County Pothole Report was released in October 2014. It provided locally specific Countywide roadway condition and maintenance budget information, bridging a key knowledge gap in pothole reports released by the Metropolitan Transportation Commission (MTC) and the California Department of Transportation (Caltrans). This report updates the information provided in 2014, including a comprehensive description of the current and projected condition of Solano County's local streets and roads, and an updated overview of funding sources for maintenance.

Since the last report, the outlook for the ongoing maintenance of Solano County's local streets and roads network has greatly improved. In 2017, California legislators passed Senate Bill (SB) 1, which raised the state gas tax for the first time since 1994 and increased vehicle registration fees. The revenue stagnation had caused significant funding shortfalls and contributed to a troubling maintenance backlog for local streets and roads networks throughout the state. The goal of these increases was to fund roadway improvement throughout the state. Moving forward, Solano County's seven cities and the unincorporated county will use this new investment to address their maintenance backlogs and work to improve the overall quality of Solano County's local streets and roads network.

## **Executive** Summary Continued

Timely investment in roadway preservation can save millions of tax dollars in long-term maintenance costs. For example, a municipality that spends \$1 on timely maintenance to keep a section of roadway in good condition would have to spend \$5 to restore or reconstruct the same road if the pavement were allowed to significantly deteriorate or fail (MTC, 2011). This report analyzes the current funding strategy in Solano County, demonstrating how revenue is being utilized and identifying critical financial shortfalls to assist local public works staff with project planning and future funding requests.

The roadways in Solano County, measured according to a standard 100-point Pavement Condition Index (PCI), are in “fair” condition with a countywide average PCI of 65. MTC’s Regional Transportation Plan sets a regional average PCI goal of 75<sup>1</sup>; this goal was adopted in the current Solano Comprehensive Transportation Plan. The costs of roadway rehabilitation increase substantially when PCI drops below 60 (roads categorized as “at-risk”).

In addition, a majority of state and federal funding is exclusively available to repair arterial and collector roads, leaving local communities responsible for maintaining residential streets. It is therefore no surprise that almost every Solano jurisdiction has significantly higher average scores across its arterials and collectors than for its residential streets. While arterials and collectors do carry far more traffic, declining residential streets can have a significant and negative impact on the quality of life for residents who begin and end every trip on those streets.

As of August 2018, Solano County and its seven cities were cumulatively investing approximately \$22.4M annually to maintain pavement on local streets and roads. In order to maintain the current average PCI of 65, Solano County jurisdictions would need a total of \$53.5M per year. Although SB 1 provides additional new funding and will continue to increase revenue over time, there is still a shortfall in the current budget strategy of approximately \$10M per year. To reach the higher PCI goal of 75, an additional \$25M would be needed annually over the next 10 years.

If current levels of funding are continued through 2027, the countywide average would drop from a PCI of 65 in 2018 to a PCI of 59 by 2027. Even with increased state investment in roadway maintenance, Solano County roadway infrastructure still needs additional investment to halt its downward trend in pavement quality and to ensure significant cost savings on future maintenance. Local residents deserve a well-maintained network of local streets and roads that meet all of their needs, both now and in the future.

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<sup>1</sup> MTC Pothole Report: [https://www.pavementpreservation.org/wp-content/uploads/2011/06/2011-MTC-Pothole\\_Report.pdf](https://www.pavementpreservation.org/wp-content/uploads/2011/06/2011-MTC-Pothole_Report.pdf)

# Roads: The Network of Our Neighborhoods

## Everyone Uses Roads

Roads make up the network that connects us to our jobs, schools, shopping, and entertainment. Whether a commuter, a student, or retiree, nearly everyone benefits from the local streets and roads network. From sidewalks and crosswalks to neighborhood streets and four-lane boulevards, a well-maintained roadway network promotes mobility for Solano County residents. Every trip begins and ends with local streets and roads and nearly every mode of surface travel relies on quality infrastructure.

Maintaining this infrastructure shows residents and visitors that we care about Solano County. Just like the welcome mat for your home, the local streets and roads system provides visitors and potential business investors a first impression of a community that can last a lifetime. Ignoring these critical facilities can affect quality of life and cost a city more than its roadway system. Economic vitality depends on new businesses and residents moving into our county in the future. The look and quality of our roads will be a factor in their decision to invest in our communities.

## Pavement Condition Index (PCI): What it Means

The PCI is a numerical index between 0 and 100 used by roadway engineers to measure the general condition of a pavement. The PCI measures two conditions: (1) the type, extent, and severity of pavement surface distresses, and (2) the smoothness and ride comfort of the road. A PCI rating of 0 represents the worst possible condition and a rating of 100 represents the best possible condition. Pavement condition categories are assigned according to PCI; these categories are described below in Table 1 (see next page).

## **Roads:** The Network of Our Neighborhoods Continued

### **Pavement Condition Index (PCI): What it Means**

**Table 1. Pavement Condition Categories\***

<b>Very Good-Excellent</b> (PCI = 80-100)	Pavements are newly constructed or resurfaced and have few if any signs of distress.
<b>Good</b> (PCI = 70-79)	Pavements require mostly preventive maintenance and have only low levels of distress, such as minor cracks or spalling, which occurs when the top layer of asphalt begins to peel or flake off as a result of water permeation.
<b>Fair</b> (PCI = 60-69)	Pavements at the low end of this range have significant levels of distress and may require a combination of rehabilitation and preventive maintenance to keep them from deteriorating rapidly.
<b>At Risk</b> (PCI = 50-59)	Pavements are deteriorated and require immediate attention including rehabilitative work. Ride quality is significantly inferior to better pavement categories.
<b>Poor</b> (PCI = 25-49)	Pavements have extensive amounts of distress and require major rehabilitation or reconstruction. Pavements in this category affect the speed and flow of traffic significantly.
<b>Failed</b> (PCI = 0-24)	Pavements need reconstruction and are extremely rough and difficult to drive.

\* Source: MTC September 2018 *The Pothole Report: Bay Area Roads at Risk*

### **Current Pavement Status in Solano County**

MTC's Regional Transportation Plan sets a goal of 75 for the regional average PCI. As of 2017, the average PCI was 67 for the Bay Area's local streets and roads network, which includes nearly 43,374 lane miles. This PCI rating places the region's roadway network in the "fair" category. The average condition of Solano County's local streets and roads network, which includes approximately 3,724 lane miles of roadway, is also in the "fair" category, with a 3-year moving average of 64.

**Table 2. Three-Year Moving Average PCI for Solano County (2015-2017)**

	2015	2016	2017
Benicia	57	56	55
Dixon	72	69	68
Fairfield	71	72	71
Rio Vista	57	56	60
Solano County	79	80	81
Suisun City	55	58	60
Vacaville	69	69	69
Vallejo	49	51	53
<b>Countywide</b>	<b>66</b>	<b>64</b>	<b>65</b>

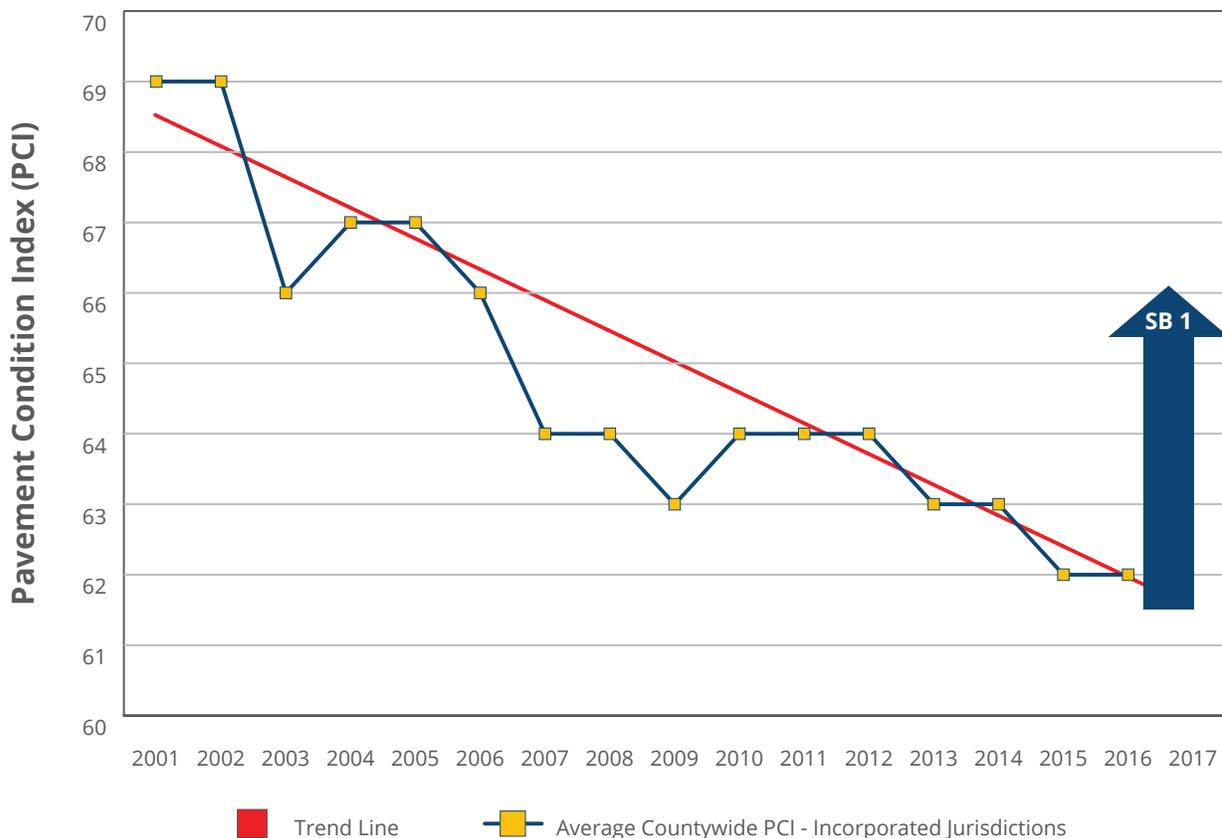
## Roads: The Network of Our Neighborhoods Continued

### Current Pavement Status in Solano County Continued

Using a 3-year average provides a more accurate picture, since not all jurisdictions submit their streets and roads data at the same time, and a single project can cause a significant jump in the annual PCI score for a small city with just a few miles of streets.

Figure 2 shows that over the past 10 years, most Solano County jurisdictions experienced a slow decline in pavement condition until the passage of SB 1, which is anticipated to improve conditions.

**Figure 2. Year-to-Year PCI Trends Countywide**



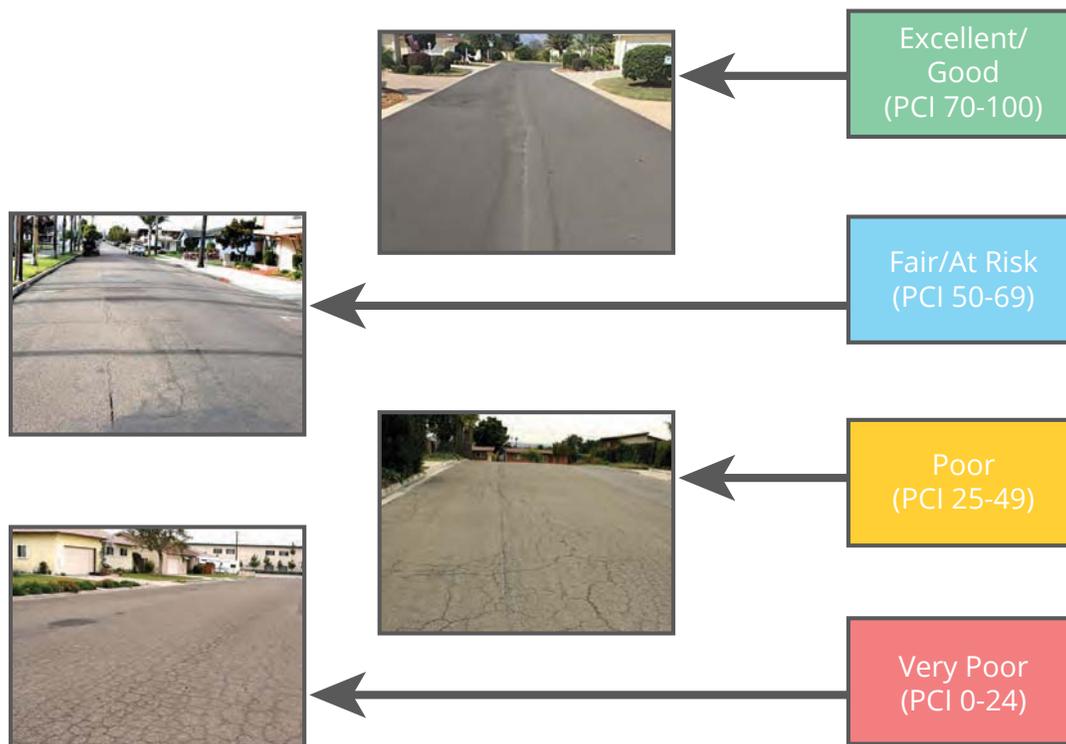
## Roads: The Network of Our Neighborhoods Continued

### What the PCI Looks Like

Local roads are inspected and assessed by certified inspectors approximately every 2 to 4 years. A PCI score is generated based on visual inspections of roadway sections, taking into account the prevalence, density, and severity of deficiencies such as cracking, crumbling, chipping, and potholes.

The photos displayed in Figure 3 show streets and roads that represent PCI ratings of Excellent/Good, Fair or At-Risk, and Poor/Failed. Most of the streets and roads in Solano County fall under the At-Risk (Fair) category. While this condition category may not look so bad on the surface, the costs associated with falling below this threshold can be significant.

**Figure 3. PCI Rating and Visual Condition**



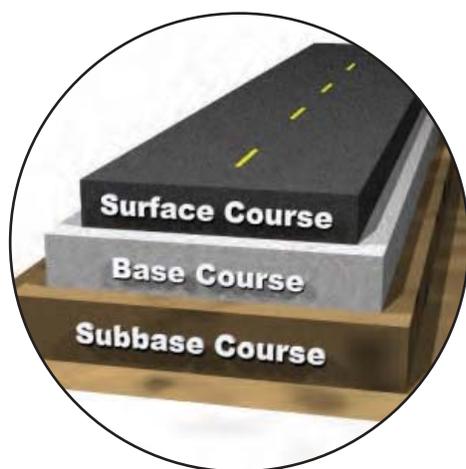
# Cost of Maintaining Our Roadways

## The Cost of Doing Nothing

Of all the infrastructure investments a city must make, road maintenance is among the most expensive. The more money a city can put into maintaining good pavements and preventing roadways from degrading, the more money it will save in expensive pavement reconstruction in the long run.

A typical pavement section consists of a surface layer (course), a base course, and a subbase course (Figure 4). As cracks and potholes form in pavement, water can seep from the surface layer into those beneath, undermining the base and subbase courses. The deeper the damage occurs, the more expensive the road becomes to repair and maintain. For maximum cost-effectiveness, the surface course must remain sealed to prevent water from intruding into the lower levels. If these small issues are not addressed in a timely manner, they can cause much larger problems that will result in the roadway degrading at a rapid pace.

Solano County's average PCI is 65, which is considered to be in the "fair" category (PCI 60-69). This PCI score indicates a critical need for maintenance. Once a pavement's condition rating reaches 60, it begins to deteriorate rapidly and repair costs also increase quickly. As shown in Figure 5 (see next page), new pavement deteriorates slowly for the first 12 years of a standard 20-year life span. Without any intervention, the pavement condition drops from the fair category to the "failed" category in the next 5 years. This deterioration holds serious implications for the cost of system preservation. **Pavements that are still in good condition (a PCI of 70 or above) can be maintained at a low cost, whereas pavements that need significant rehabilitation or reconstruction require approximately 10 times the amount of funding.** Thus, a PCI of 65 should be viewed with caution. Although the roads may look serviceable and not exhibit major degradation, the PCI indicates that many of our local streets and roads are positioned on the edge of a maintenance cliff.

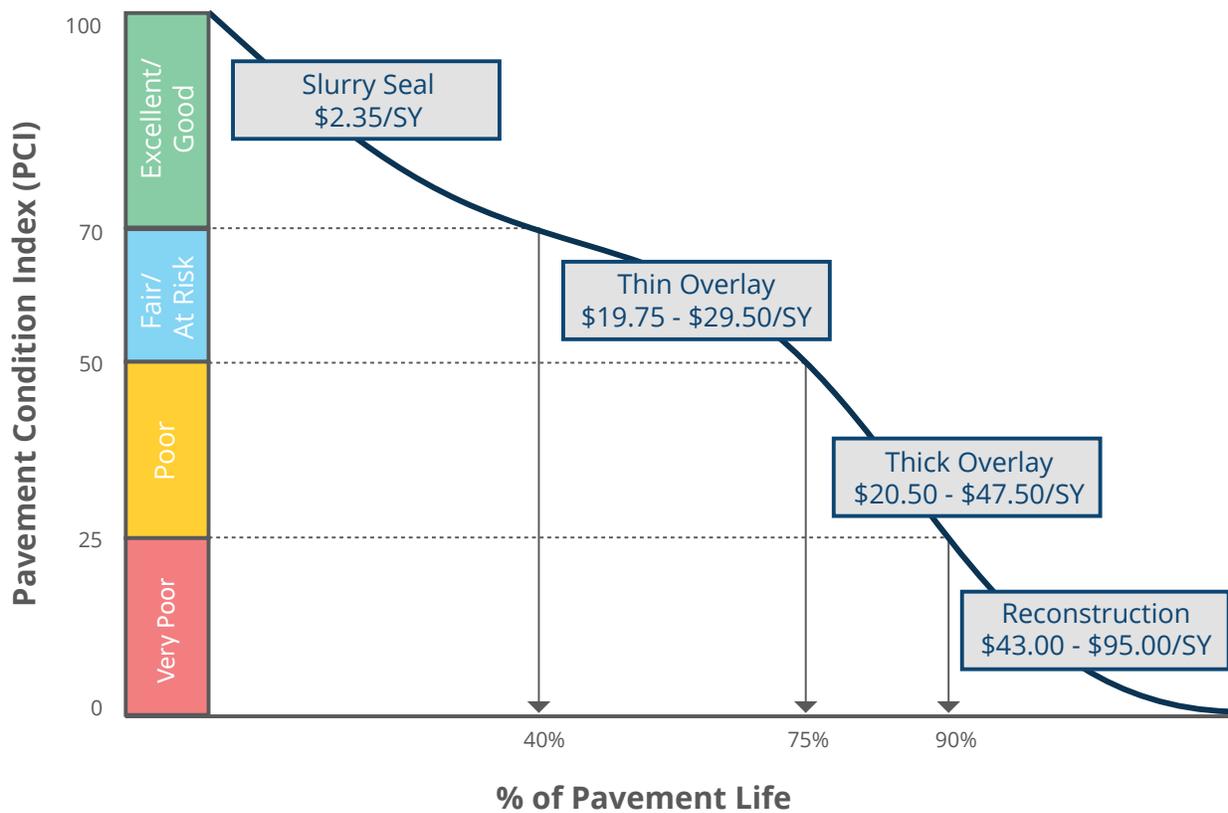


**Figure 4. Typical Pavement Section**

**Cost** of Maintaining Our Roadways Continued

**The Cost of Doing Nothing** Continued

**Figure 5. PCI Condition and Cost of Rehabilitation**



## Cost of Maintaining Our Roadways Continued

### The Cost of Doing Nothing Continued

Table 3 further illustrates the impact of deferring maintenance. As street rehabilitation costs increase, cities may have to face uncomfortable tradeoffs (e.g., building new community centers vs. repairing failed streets). When cities wait until streets reach critical and expensive maintenance needs, cities must pay for additional labor and materials to rebuild the road, potentially multiplying the cost.

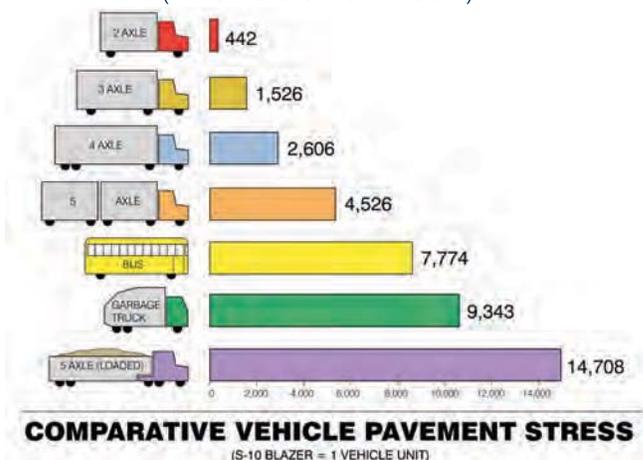
**Table 3. Approximate Cost to Maintain/Repair Roads\***

Rating	PCI Range	Treatment	Treatment Cost (per mile)
Excellent	80+	None	N/A
Good	70 - 79	Patch Work	\$10,000
Fair	60 - 69	Slurry	\$17,000 - \$25,000
At Risk	50 - 59	Thin Overlay	\$140,000 - \$260,000
Poor	25 - 49	Thick Overlay	\$150,000 - \$350,000
Very Poor/ Failed	0 - 24	Reconstruction	\$310,000 - \$1M+

\* Source: Federal Highway Administration: <http://www.fhwa.dot.gov/pavement/preservation/pubs/perfeval/perfeval.pdf>

**Figure 6. Pavement Stress per Trip**

(1 Vehicle Unit = 1 SUV)



Source: Pavement Engineering, Inc.

In addition, freight trucks, buses, and garbage trucks use the same roads as cars, trucks, and bicycles. Unfortunately for a city's roadway repair budget, not all vehicles cause the same amount of damage to roadways. As shown in Figure 6, a simple delivery truck causes the equivalent of 442 sport utility vehicle (SUV) units of damage to a

## Cost of Maintaining Our Roadways Continued

### The Cost of Doing Nothing Continued

roadway. Buses, which run frequently on some streets, cause 7,774 SUV units of damage, while garbage trucks, which drive on a weekly basis on every street in an urbanized area, cause 9,343 SUV units. Larger vehicles cause even more damage. While these large trucks cause significant damage to city streets, there is no direct funding mechanism in Solano County to offset their impacts.

In addition to the cost of repairing roadways, the damage done to cars from roads in disrepair can quickly add up. A report published by the nonprofit group TRIP stated that poor roads in the Bay Area cost the average motorist about \$1,049 a year in additional repairs, increased gas use, and tire wear. The MTC is in the process of quantifying this additional cost on a region-wide level and will use this metric as the basis for road quality in the future.

## Funding Sources for Solano County Roadways

There are numerous possible funding sources for maintaining and building local streets and roads. Federal funds typically consist of one-time allocations that are provided to county congestion management agencies and then dispersed to local jurisdictions during a federal funding cycle of between 4 and 5 years. State funds, like the gas tax, are disbursed annually or semi-annually to local jurisdictions. The disbursement amounts vary depending on the gas taxes received in the previous year. Local funds, like general funds or local sales, are budgeted by each local jurisdiction annually.

Solano County's funding sources are discussed further below.

Federal (14% of total existing budgets)

- **Surface Transportation Program (STP)** – This funding source is packaged as part of the One Bay Area Grant program. This program has increased the level of regulation and limited the use of funds; in Solano County, at least 50% of STP funds must go to priority development areas or must be used on complete streets projects, with high non-pavement costs.

## Cost of Maintaining Our Roadways Continued

### Funding Sources for Solano County Roadways Continued

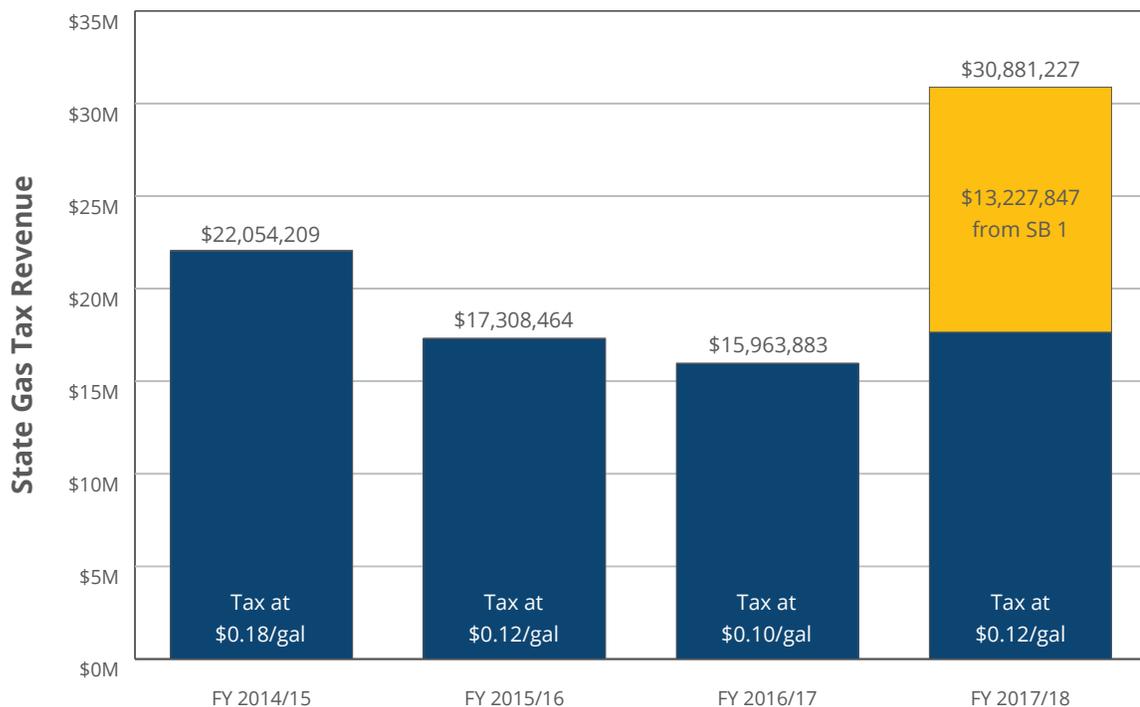
#### State (50%)

- **Gas Tax** – State gas tax revenues are collected by the state and distributed to local jurisdictions by formula. As shown in Figure 7, the amount dispersed annually depends on the amount of tax collected annually. A portion of the gas tax is based on the price of gas, so if the price of gas decreases, then the amount of tax collected will decrease, and the amount of tax revenue dispersed to cities will also decline.

#### Local (36%)

- City or County General Fund
- **Countywide or Local Sales Tax Measures** – Many local measures are set to expire before 2024.

**Figure 7. Solano Countywide State Gas Tax Revenues**

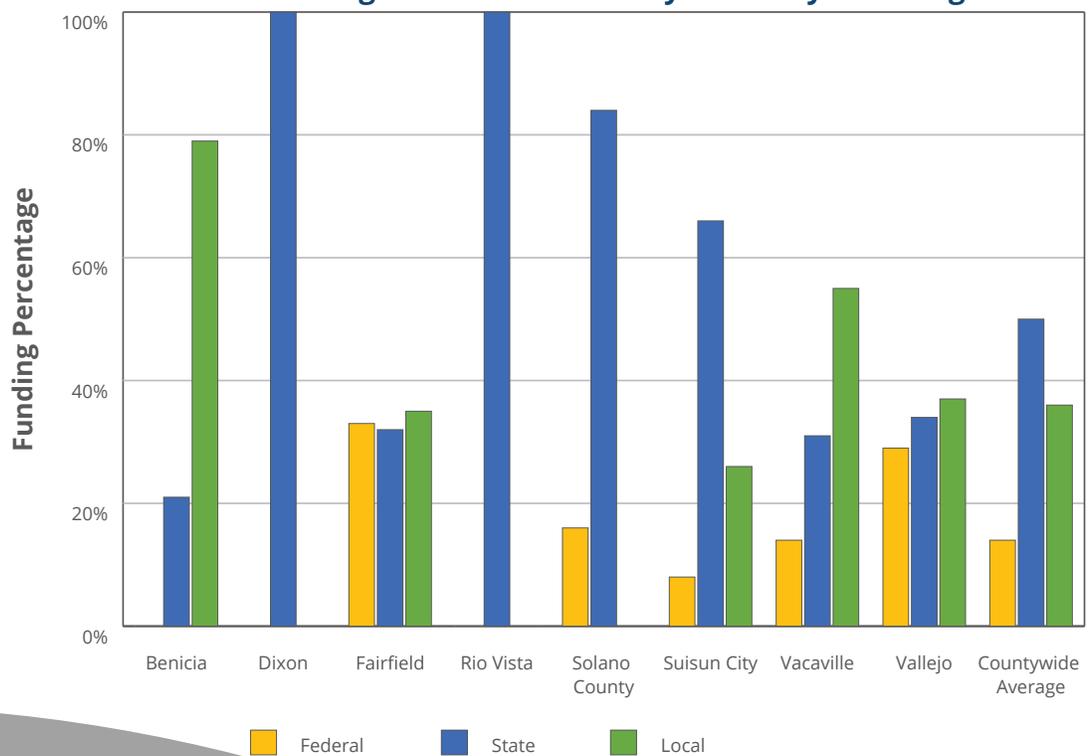


## Cost of Maintaining Our Roadways Continued

### Funding Sources for Solano County Roadways Continued

The majority of funds invested in local streets and roads comes from state sources (Figure 8). Over the past decade, the percentage of funds coming from the federal government has declined and the percentage coming from local sources has increased. With the passage of SB 1 in 2017, the state gas tax was raised by twelve cents, the first increase since 1994. According to the Federal Highway Administration, the purchasing power of the gas tax dropped approximately 30 percent between 1997 and 2017. While SB1 does not fully bridge the gap between road repair needs and local revenues, it provides millions of dollars toward addressing the maintenance backlog created by years of declining revenues and increasing costs. Moreover, the gas tax is indexed to inflation, preventing another steep shortfall from accumulating. Going forward, local agencies may consider seeking additional funding sources such as local funding measures to meet their remaining roadway needs.

Figure 8. Solano County Roadways Funding Sources



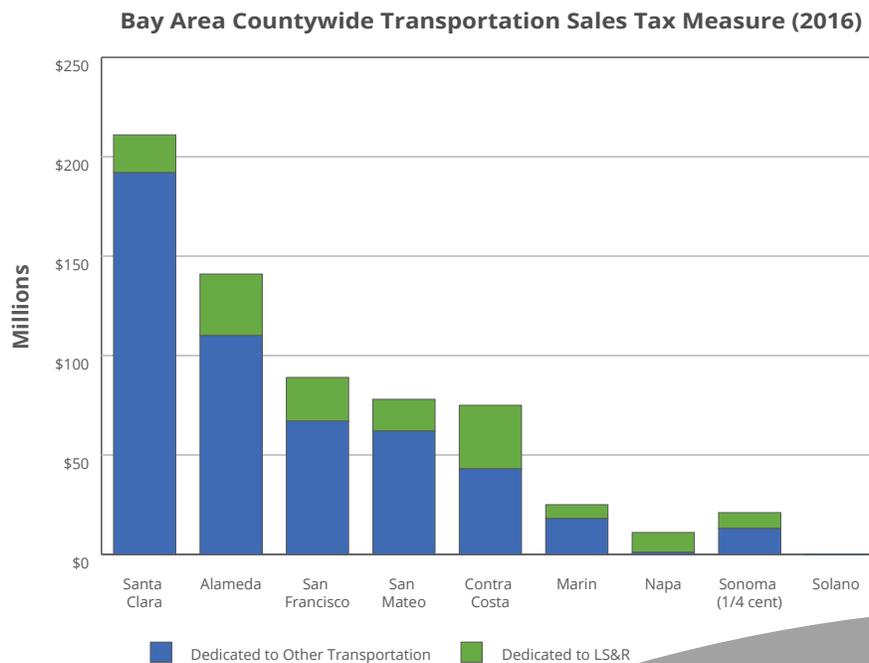
## Cost of Maintaining Our Roadways Continued

### Funding Sources for Solano County Roadways Continued

A countywide transportation funding source would help to alleviate some local funding shortfalls and would provide a reliable and steady source of revenue for roadway maintenance needs. In fact, Solano County is the only county within the nine-county San Francisco Bay Area that does not have a local countywide funding source dedicated to transportation improvements and roadway maintenance. Some Bay Area counties have also adopted a fee based on vehicle licensing through the Department of Motor Vehicles that directly funds transportation projects.

How much revenue can a countywide funding source provide? Figure 9 below shows that tens, or even hundreds of millions of dollars are generated annually for transportation projects through local, voter-approved sales tax measures. Many of these local measures dedicate a significant amount of funding to local streets and roads maintenance. In Solano County, the lack of revenue from a transportation sales tax measure has contributed to a higher backlog of roadway maintenance needs that will have to be addressed in future years, at an increased cost.

**Figure 9. Bay Area Transportation Measures and Annual Revenue Estimates**



## Cost of Maintaining Our Roadways Continued

### Long-Term Funding Shortfall for Local Streets and Roads

Local streets and roads may be the most visible of the many services that a local jurisdiction must fund and maintain. Whenever a jurisdiction decides to invest in its roads, or defer maintenance, everyone can see it. Construction crews or potholes? Smooth streets or rough roads? The choice is up to us.

The dollar amount a jurisdiction must spend to attain a particular PCI by a certain year is called its "Needs." Solano Transportation Authority and its member agencies utilize a pavement management program named StreetSaver. This program takes inputs such as roadway maintenance records, roadway inspections, and roadway maintenance budgets to calculate future roadway conditions. At the end of every year, staff or hired consultants enter new ratings for roads that have undergone improvement. Every 2 to 4 years, every road in each jurisdiction is inspected by a certified PCI inspector and that PCI is entered into StreetSaver. Finally, a jurisdiction's budget helps to inform StreetSaver regarding how much maintenance work can be expected in the future.

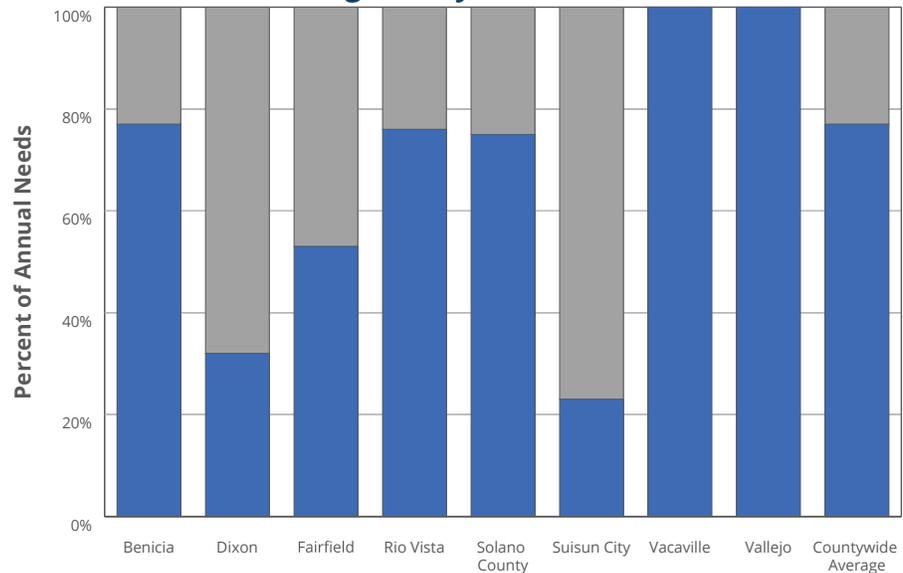
For the purposes of this report, the investment required to maintain the current PCI of 65 and the investment required to reach the region-wide PCI goal of 75 are projected to 2027. **Using StreetSaver, the investment required to maintain the current PCI average of 65 (fair) for Solano County is \$427.9M over the next 10 years. The current countywide budget supplies roughly 70% of this amount, which includes SB 1.** The financial investment needed to reach PCI of 75 is \$578.8 M over the next 10 years. The current budget supplies approximately 30% of the amount needed annually. If current levels of funding continue through 2027, then the countywide average PCI will drop from 65 (current) to 59 by 2027.

Some local jurisdictions are doing better than others with regard to the amount of money needed to maintain or improve their PCI. For example, Figure 10 (see next page) illustrates that Vacaville and Vallejo have sufficient funding to maintain their current PCIs. Figure 11 (see next page) shows that unincorporated Solano County's budget will enable them to maintain their roads at a PCI of 75. On the other hand, some cities, including Dixon and Suisun City, have less than 20% of the amount required to reach a PCI of 75 by 2027 and less than 33% of the amount required to maintain their current PCI and halt further degradation.

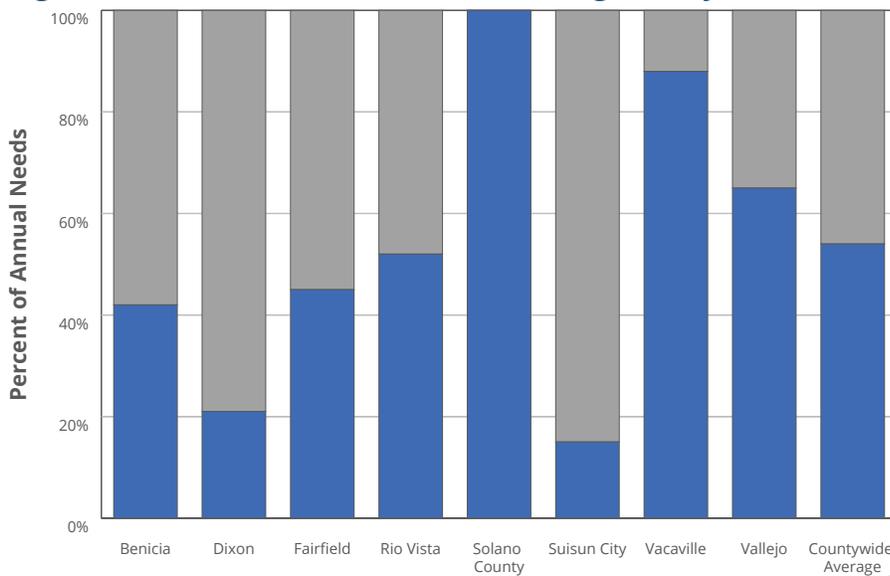
**Cost** of Maintaining Our Roadways Continued

**Long-Term Funding Shortfall for Local Streets and Roads** Continued

**Figure 10. Percent of Annual Needs Budgeted by 2027 to Maintain Current PCI**



**Figure 11. Percent of Annual Needs Budgeted by 2027 to Maintain PCI of 75**



## Cost of Maintaining Our Roadways Continued

### Why Are Roads Failing Now?

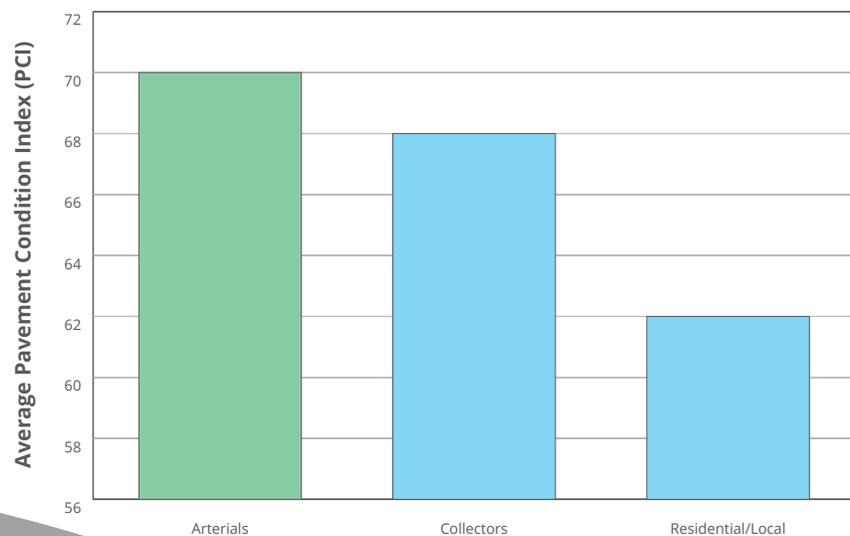
Many long-time residents of Solano County may be asking themselves, “Why are roads failing now, when they were fine before?”

To answer this question, it is important to remember that a road generally has a lifespan of 20 years if it does not receive regular maintenance. As has been stated previously in this report, investment in local streets and roads has been decreasing since 1994. The economic downturn that occurred between 2007 and 2011 also had a very serious impact on the quality of roads, with the amount of funding that local jurisdictions were able to budget for road maintenance decreasing significantly. While the federal government did provide some relief with stimulus funds, these were short-lived and did not bridge the funding shortfall facing local jurisdictions.

Arterials are federally funded and are generally kept in good condition because they carry the highest traffic volumes. However, residential roads, particularly in older neighborhoods, have lagged far behind arterials and collectors in maintenance, causing issues for neighborhoods. Although residential streets carry less traffic than collectors or arterials, they represent the beginning and end of every journey for most Solano County residents.

Figure 12 shows the average PCI countywide for each type of roadway.

**Figure 12. Countywide Average PCI by Road Type**



## Cost of Maintaining Our Roadways Continued

### Why Are Roads Failing Now? Continued

Although the average PCI for residential streets is 62, this is a skewed average. Many areas of Solano County experienced rapid growth as the economy recovered, with the construction of new subdivisions and associated roads. Such new construction can skew the average PCI upwards because the new roads are in excellent condition. **This masks the deteriorating condition of older neighborhood streets.**

It is crucial to maintain all types of streets and roads within the existing network in order to ensure a high quality of life for Solano County residents.

## Summary and Conclusions

Whether commuting to work, dropping the kids off at school, or making a quick stop at the grocery store, nearly every trip begins and ends on local roadways. Street maintenance is arguably one of the most important infrastructure investments a jurisdiction can make. A quality roadway network also promotes the movement of goods and services, which has a positive effect on economic activity.

How and when we invest in our roads can have major implications on future budgets. Funding low-cost preventive maintenance now to keep roads in good condition can drastically reduce the amount of high-cost rehabilitation or reconstruction necessary if pavements are allowed to deteriorate or fail.

With increased funding available through SB 1, Solano County jurisdictions will be able to address longstanding maintenance backlogs and make greater strides toward bringing the local streets and roads network into a “state of good repair.” However, this additional funding still does not fully meet the network’s needs. **In order to maintain a countywide PCI goal of 65 over the next 10 years, the jurisdictions will need to spend an additional \$10M annually.** And to reach and maintain the PCI goal of 75, which was approved in the Solano Comprehensive Transportation Plan, an additional \$25M is needed annually for the next 10 years.

*“Strategic investment in infrastructure produces a foundation for long-term growth.”*

-Roger McNamee

With a healthy investment in our roadway infrastructure, Solano County can halt and reverse its downward trend in pavement quality. Repairing the Solano County road network will help our cities attract new jobs, housing, tourism, and business investment. Money spent now on long-term roadway maintenance can save Solano County and its seven cities millions in the future and strengthen our local economy.

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sta.ca.gov | (707) 424-6075 | info@sta.ca.gov  
One Harbor Center, Suite 130, Suisun City, CA 94585

## AGENDA TRANSMITTAL

### MEETING DATE:

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**AGENDA ITEM:** Adoption of Resolution No. 2019-\_\_\_\_: A Resolution of the City Council of the City of Suisun City Identifying the Terms and Conditions for Fire Department Response Away from Their Official Duty Station and Assigned to an Emergency Incident.

---

### FISCAL IMPACT:

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

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### BACKGROUND:

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

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### STAFF REPORT:

Staff has done a thorough evaluation of the Fire Department’s capabilities to participate in the statewide mutual aid system. With the addition of more full-time staff, overhead chief officer positions, and a new type 3 wildland fire apparatus arriving this fall, Suisun City is posed to increase its mutual aid participation. The increase in participation provides a fiscal reimbursement for personnel, overtime, apparatus and an administrative rate at 10% or more. These funds will increase annual wages for fire personnel through overtime availability and increase funds to the general fund through the state paid administrative fire and apparatus fees. In order for Suisun City to begin billing for reimbursement from the time of dispatch until the time of return, the state must have a resolution on file that states the city will bill for “Portal to Portal.” Without this resolution, the state will only reimburse for personnel overtime, apparatus, and administrative fees from the time of arrival at an incident until the time of demobilization from an incident. Since the mutual aid agreement is statewide, the travel time can be considerable from Suisun City.

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### STAFF RECOMMENDATION:

1. It is staff’s recommendation that the City Council adopt Resolution No. 2019-\_\_\_\_: A Resolution of the City Council of the City of Suisun City Identifying the Terms and Conditions for Fire Department Response Away from Their Official Duty Station and Assigned to an Emergency Incident.

---

**PREPARED BY:**

Justin Vincent, Fire Chief

**REVIEWED/APPROVED BY:**

Greg Folsom, City Manager

---

**ATTACHMENTS:**

1. Resolution No. 2019-\_\_: A Resolution of the City Council of the City of Suisun City Identifying the Terms and Conditions for Fire Department Response Away from Their Official Duty Station and Assigned to an Emergency Incident.

**RESOLUTION NO. 2019-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT  
RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO  
AN EMERGENCY INCIDENT**

**WHEREAS**, the City of Suisun City Fire Department is a public agency located in the County of Solano, State of California; and

**WHEREAS**, it is the City Council of Suisun City’s desire to provide fair and legal payment to all its employees for time worked; and

**WHEREAS**, the City of Suisun City has in its employ Fire Department response personnel include: Fire Chief, Deputy Chief, Assistant Chief, Division Chief, Battalion Chief, Fire Captain, Engineer, and Firefighter; and

**WHEREAS**, the City of Suisun City will compensate its employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident; in support of an emergency incident, or prepositioned for emergency response; and

**WHEREAS**, the City of Suisun City will compensate its employees overtime in accordance with their current Memorandum of Understanding while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

**NOW, THEREFORE**, be it here resolved by the City Council of Suisun City that:

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

6.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 25<sup>th</sup> day of June 2019 by the following vote:

**AYES:** Councilmembers: \_\_\_\_\_  
**NOES:** Councilmembers: \_\_\_\_\_  
**ABSENT:** Councilmembers: \_\_\_\_\_  
**ABSTAIN:** Councilmembers: \_\_\_\_\_

**WITNESS** my hand and the seal of said City this 25<sup>th</sup> day of June 2019.

\_\_\_\_\_  
Donna Pock, CMC  
Deputy City Clerk

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## AGENDA TRANSMITTAL

**MEETING DATE:** June 25, 2019

**AGENDA ITEM:** Council Adoption of Resolution No. 2019-\_\_\_\_: Authorizing the City Manager to Allow the Chief Fire Officers to Deploy in Strike Teams and Collect Overtime on Assignments where Reimbursements Will Occur Under the California Fire Assistance Agreement.

**FISCAL IMPACT:**

The fiscal impact is based on anticipated reimbursements for Chief Officer deployments. The salary and backfill overtime costs will be recouped along with an administration rate and the cost for use of a vehicle. The City will receive an administration rate of at least 10% and a vehicle reimbursement rate that can be placed back into the Fire Department budget.

**BACKGROUND:**

Cal OES and the CFAA allow for Fire Department Chief Officer ranks (Fire Chief, Deputy Chief, Assistant Chief, and Division Chief) who are salary exempt, to deploy on strike team deployments in any position they are qualified for, including what is referred to as “overhead” assignments. Examples of these assignment include Strike Team Leader and Safety Officer.

Fair Labor Standards Act (FLSA) allows for the collection of overtime, by exempt employees, as long as it is for other assignments and duties not associated with their regular responsibilities. Cal OES requires an “MOU/MOA, GBA, or equivalent”, to ensure proper reimbursement occurs and that the employee is authorized to deploy (See CFAA Changes Letter 2015; Attachment 2). The attached Memorandum of Agreement (Attachment 3) will serve as the required agreement and, if approved, will be filed with Cal OES along with the salary survey. Reimbursements will also include considerations for the potential need to assign an Acting Chief Officer in the deployed Chief Officer’s position, to ensure continuity of Fire Department operations.

**STAFF REPORT:**

The Fire Department is requesting consideration by the City Manager and City Council to allow the deployment of Chief Officers on Strike Teams in support of the department, county, and state, in a limited capacity, filling positions where he or she is qualified under the California Incident Command Certification System (CICCS). The deployments will only be with the approval of the City Manager and only to the extent they will not conflict with city business, his or her duties, or critical projects. There will be mutual benefit as the city will receive reimbursements and the Chief Officers will be able to maintain proficiency and gain experience while representing Suisun City on large disasters. The county system will also benefit by having additional qualified personnel available to deploy or lead strike teams locally and in neighboring counties and jurisdictions.

**STAFF RECOMMENDATION:**

It is the recommendation of staff that City Council adopt Resolution No. 2019-\_\_\_\_: Authorizing the City Manager to Allow the Chief Fire Officers to Deploy in Strike Teams and Collect Overtime on Assignments where Reimbursements Will Occur Under the California Fire Assistance Agreement.

**PREPARED BY:**

Justin Vincent, Fire Chief

**REVIEWED/APPROVED BY:**

Greg Folsom, City Manager

---

**ATTACHMENTS:**

1. Resolution No. 2019-\_\_\_\_: Authorizing the City Manager to Allow the Chief Fire Officers to Deploy in Strike Teams and Collect Overtime on Assignments where Reimbursements Will Occur Under the California Fire Assistance Agreement.
2. Cal OES 2015 CFAA Changes Letter
3. Memorandum of Agreement, Chief Officers – Strike Team Deployments

**RESOLUTION NO. 2019-**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN  
CITY AUTHORIZING THE CITY MANAGER TO ALLOW THE CHIEF  
FIRE OFFICERS TO DEPLOY IN STRIKE TEAMS AND COLLECT  
OVERTIME ON ASSIGNMENTS WHERE REIMBURSEMENTS WILL  
OCCUR UNDER THE CALIFORNIA FIRE ASSISTANCE  
AGREEMENT**

**WHEREAS**, the City of Suisun City wishes to support the state fire mission by deploying resources to all-risk incidents in times of need when feasible; and

**WHEREAS**, the City Fire Department resources are represented by Cal OES and order under the California Fire Assistance Agreement (“CFAA”); and

**WHEREAS**, the Chief Officers have incident qualifications under the California Incident Command Certification System (“CICCS) and can be deployed along with other department resources; and

**WHEREAS**, the Chief Officers can collect overtime pay on such assignment; and

**WHEREAS**, Cal OES requires a Memorandum of Understanding (“MOU”), Memorandum of Agreement (“MOA”) Governing Body Resolution (“GBR”) or equivalent on file to properly reimburse the City; and

**WHEREAS**, the Fire Chief or the City Manager may designate an acting Chief Officer to handle administrative duties in his or her absence; and

**NOW, THEREFORE**, be it here resolved by the City Council of Suisun City that, contingent upon prior City Manager approval of the deployment, the City Council does hereby authorize Chief Officers to deploy on strike teams or Cal OES assignments or covering such deployments. Chief Officers may only collect overtime while deployed on these assignments. The City Council further authorizes the City Manager to execute the attached “side letter” with the Fire Chief that will serve as the required MOU/MOA, GBR or equivalent and file documentation with Cal OES.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 25<sup>th</sup> day of June 2019 by the following vote:

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

**WITNESS** my hand and the seal of said City this 25<sup>th</sup> day of June 2019.

\_\_\_\_\_  
Donna Pock, CMC  
Deputy City Clerk

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EDMUND G. BROWN JR.  
GOVERNOR

MARK S. GHILARDUCCI  
DIRECTOR



June 13, 2016

**SUBJECT: 2016 CALIFORNIA FIRE ASSISTNACE AGREEMENT (CFAA) UPDATES AND REMINDERS**

Dear Fire Chief:

The California Fire Assistance Agreement Committee has completed their yearly negotiations of the exhibits portion of the Agreement.

Enclosed within this letter, you will find the most relevant changes and reminders effective May 1, 2016. Please ensure that all fire agency personnel that are impacted by incident orders and requests through the CFAA familiarize themselves, and/or disseminate the information appropriately, as the information affects reimbursement rates, methodologies and formulas for this year.

**Exhibit A – General**

Page A-1      Clause A-1  
**Updated intent statement to better clarify “reimbursement” and how it is utilized by the CFAA signatories.**

It is the intent of the signatories to the CFAA to ~~compensate~~ **reimburse** California Fire and Rescue Mutual Aid System Agencies, **including accrued financial liability** for the cost of assisting the State of California and the Federal Fire Agencies. The rates, methodologies, and formulas in the Agreement are intended to provide for such costs. The ~~compensation~~ **reimbursement** shall be consistent with the California Fire and Rescue Mutual Aid System Agency’s normal internal business practices and any existing Memorandum of Understanding (MOU)/Memorandum of Agreement (MOA), Governing Body Resolution (GBR), or equivalent, which supports those business practices.

Page A1-A2      Clause A-5 & A-6  
**Free period change – 12 hour versus 4 hours:**

Department of Interior Agencies (BLM, NPS, BIA, & FWS) will no longer reimburse from the time of initial dispatch but rather after the fourth hour (4<sup>th</sup> hour). USFS and CAL FIRE still require a 12 hour free period.

Page A-2      Clause A-7  
**Actual Administrative Rate Due Date REMINDER:**

California Fire and Rescue Mutual Aid System Agencies that develop an Actual Administrative Rate must review and update their rate by July 1 of each year. If an agency fails to submit an updated rate by July 1 of each year, Cal OES will automatically default the agency to the 10% base administrative rate set by the Committee until an update rate is received.

3650 SCHRIEVER AVENUE, MATHER, CA 95655  
FIRE AND RESCUE DIVISION  
(916) 845-8711 TELEPHONE (916) 845-8396 FAX

**Exhibit A – Reimbursement - Personnel**

Page A-3

Clause A-8.1

**The annual salary survey and signature is now required for all agencies seeking the base and/or the average actual rates. The required signature of the Chief Financial Officer has been changed to the Agency’s Authorized Representative.**

~~Previous language: Any agency seeking reimbursement for its personnel at a rate higher than the appropriate Base Rate, must complete the annual salary survey and file it with Cal OES Fire and Rescue Division. The Chief Financial Officer will provide verification that the personnel wages exceed the Base Rate for each requested position.~~

New language: All agencies seeking reimbursement for their personnel must complete and sign the annual salary survey and file it with Cal OES Fire and Rescue Division. The Authorized Representative will provide verification that the personnel wages are accurate for each requested position.

Page A-3

Clause A-8.2

**Portal to Portal Reimbursement REMINDER:**

Any agency seeking reimbursement for personnel for more than actual hours worked on the incident (portal-to-portal) must file an MOU/MOA, GBR, or equivalent with Cal OES Fire and Rescue Division. The MOU/MOA, GBR, or equivalent shall indicate how personnel will be compensated.

**\*\* Only submit an MOU/MOA, GBR or equivalent if your fire agency has not followed the above clause, or if your agency approved document indicates an expiration date and that date has since passed, or is coming to an end.\*\***

**Formula for Establishing the Base Rates**

Page A-5

Updated formulas to include the “2016” AD-F and CAL FIRE Apparatus Engineer Rate for Engine Company Personnel and Overhead at or below the Strike Team/Task Force Leader:

Numerical Calculation:  $23.76 + 18.51 = 42.27 / 2 = 21.14$ ,  $((21.14 \times 40) + (21.14 \times 1.5 \times 128)) / 168 = \$29.19$  (OT)  $\times .6667 = 19.46$  (ST) and;

The “2016” AD-H and CAL FIRE Captain Rate for Overhead at or above the Strike Team Leader/Task Force Leader:

Numerical Calculation:  $29.04 + 22.90 = 51.94 / 2 = 25.97$ ,  $((25.97 \times 40) + (25.97 \times 1.5 \times 128)) / 168 = \$35.87$  (OT)  $\times .6667 = 23.91$  (ST)

Link to: [2016 CFAA Rate Letter](#)

Page A-6

Clause A-15.3

**Personnel above the Battalion Chief level that are paid above straight time  
REMINDER:**

If personnel above the Battalion Chief level have an MOU/MOA, GBR, or equivalent that indicates they are to be paid above straight time, the reimbursement will be calculated using one of the following formulas. The MOU/MOA, GBR, or equivalent is subject to the provisions in Clause A-9, and must not be contingent on this Agreement or executed on the sole basis that there is reimbursement from Cal OES, CAL FIRE, or the Federal Fire Agencies.

**\*\* Only submit an MOU/MOA, GBR or equivalent if your fire agency has not followed the above clause, or if your agency approved document indicates an expiration date and that date has since passed, or is coming to an end.\*\***

**Support Equipment, Privately-Owned Vehicles, and Rental Vehicles**

Page A-11

Clause A-31

**The State of California or Federal Fire Agencies will no longer make arrangements for procuring rental vehicles for local government team members or local government fire agency personnel. Fire agencies/personnel are responsible for making their own arrangements and are required to adhere to Exhibit "H", and the terms within the exhibit pertaining to Rental Vehicles.**

The use and reimbursement of rental vehicles requires authorization either at the time of the initial request in ROSS, or documented by written approval at the incident. Rental vehicles from an airport are discouraged and the use of economy cars are encouraged. Rental vehicles and the fuel expense while responding to, during, or returning from a State of California or Federal Fire Agency incident will be reimbursed for the actual costs incurred by the California Fire and Rescue Mutual Aid System Agencies. The process to obtain reimbursement for rental vehicle expenses is outlined in Exhibit "H".

Exhibit H

In-State Travel and Incident Related Expenses

**Exhibit "H" and the Incident Related Expenses "Form" have become as essential as the Form F-42.**

Page H1-H5

**Language added to the exhibit outlining the requirements for procuring rental vehicles, travel and per diem costs, as well as loss or damages attributable to the incident. The process in which to receive reimbursement for direct costs associated with this exhibit will require fire agencies/personnel to adhere strictly to the terms set forth in this exhibit. If fire agencies/personnel fail to follow the terms, reimbursement may be significantly delayed or determined not eligible.**

Exhibit I

Definitions

**Newly added definitions for clarification purposes:**

Page I-1

**Actual Hours** shall mean on shift time which includes a specific start and ending time and is recorded as clock hours. On shift time includes actual work, ordered standby and compensable travel. Individuals are required to report to their designated work site as scheduled, ready and willing to perform work safely.

Page I-2 **Compensate** shall mean to give money in return for something such as work or payment for something lost or damaged.

Page I-4 **Reimbursement** shall mean to pay someone/agency an amount of money equal to an amount that agency has spent or where the agency has accrued a financial liability.

Definition Reminders

**There are three classifications of personnel type defined within the CFAA. Please make sure to request reimbursement appropriately by defining what classification type your agency personnel are and submit the appropriate salary survey forms before initial dispatch.**

Page I-3 **Non Suppression Personnel** shall mean personnel who occupy a civilian position within a fire agency.

\*\* (Complete and sign Attachment A. of the Cal OES Salary Survey.) \*\*

Link to: [Attachment A. of the Cal OES Salary Survey](#)

Page I-4 **Supplemental Personnel** shall mean overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled trainings, meetings, etc., of the department staff.

\*\* (Complete and sign Attachment B. of the Cal OES Salary Survey and follow GS pay rates and tables for each respective year as well as NWCG Attachment D.) \*\*

Link to: [2016 GS Pay Rates](#)

Link to: [NWCG Attachment D.](#)

Link to: [Attachment B. of the Cal OES Salary Survey](#)

**Suppression Personnel** shall mean personnel who routinely respond to emergencies.

\*\* (Complete and sign Cal OES Salary Survey.) \*\*

Link to: [2016 Cal OES Salary Survey](#)

In conclusion, fire agencies are expected to reimburse their agency personnel the pay rates submitted on the annual salary survey. If Cal OES, does not receive a signed 2016 Annual Salary Survey from your agency's authorized representative indicating your agency's rates, Cal OES will have no basis to process an invoice for payment for any responses ordered and requested through the CFAA.

If you have questions regarding any of the referenced changes and or reminders, please review the [CFAA with 2016 updated exhibits](#) in correlation with the page numbers and references to the specific clauses noted in this letter. All other inquires can be directed to Lori Lopez at [lori.lopez@caloes.ca.gov](mailto:lori.lopez@caloes.ca.gov).

Thank you for your constant support and patience while we strive to meet the terms and conditions of all parties involved with the CFAA.

Sincerely,



Kim Zagaris  
State Fire and Rescue Chief

3650 SCHRIEVER AVENUE, MATHER, CA 95655  
FIRE AND RESCUE DIVISION  
(916) 845-8711 TELEPHONE (916) 845-8396 FAX



# Suisun City Fire Department



621 Pintail Dr.  
Suisun City, CA 94585  
**Justin Vincent, M.S. - Fire Chief**

June 26th, 2019

M A , C O S T

This document is meant to serve as an **MOA M A** for the purposes of Cal OES reimbursement of overtime on strike team deployments of the Suisun City Chief Officers. The Chief Officers are eligible to collect overtime solely when deployed under the California Fire Agreement (“CFAA”) or when backfilling behind a deployment. Such overtime must be recorded on the Cal OES F-42 (or other signed pay document such as a shift ticket) and turned into the City. Only overtime subject to reimbursement under the CFAA may be incurred. A signed agreement is required by Cal OES prior to reimbursement for the Chief Officers overtime wages (and backfill costs) to ensure appropriate payment occurs and proper allocations of funds by the City. The Chief Officers hourly rate is captured on the annual salary survey.

By City Council approved policy, the Chief Officers are authorized to deploy on strike teams or overhead assignments, contingent on prior approval of the City Manager, and only so long as such deployments do not interfere with his or her position duties or scheduled City business. The Fire Chief may designate an acting Chief Officer (with the approval of the City Manager) to handle administrative duties in his or her absence while on deployment.

\_\_\_\_\_  
Justin Vincent, Fire Chief

\_\_\_\_\_  
Greg Folsom, City Manager

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## AGENDA TRANSMITTAL

**MEETING DATE:** June 25, 2019

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2019\_\_\_\_: A Resolution of the City Council of the City of Suisun City Authorizing the City Manager to Execute a Contract with Questica for Budget and Transparency Software and Services

**FISCAL IMPACT:** Yet to be determined. The FY 2019/20 budget has up to \$50,000 programmed for a new Budget Software & Services tool.

**BACKGROUND:** Suisun City has recently embraced technology options to help drive efficiencies and integrate more streamlined corporate processes in our daily business. Staff will continue to need to find ways increase output without increasing staffing or payroll. Suisun City does not currently have a budget analyst or budget manager, those duties are shared on a part-time basis with two staff members, with an antiquated Microsoft Excel database that is extremely manually intensive. In an effort to bring more transparency and citizen engagement to the City, integrating a software service as highlighted below is a necessary step for staff moving forward.

**STAFF REPORT:** City Staff received demonstrations and price quotes from three different companies to find the most effective, end-to-end budgeting and transparency software to address three identified and critical areas of: Budgeting & Planning, Performance Management & Strategic Planning, and Citizen Transparency & Engagement. Each of the vendors interviewed had excellent options, but all had different strengths & characteristics that differentiate them in the marketplace. The most important need identified by City staff was for a tool that could drive more efficiency in our budgeting process and provide a comprehensive and streamlined solution to shorten our budgeting cycle and produce a user-friendly annual budget book to relieve hundreds of staff-hours currently spent in the budget process. There were only two vendors with a budget book option that offered higher levels of functionality (Questica & OpenGov), because of this, ClearGov was eliminated from consideration as it did not meet the full criteria.

Further analysis and comparison of Questica and OpenGov was conducted by staff with Questica emerging as the clear recommended choice for Council to consider. The software and services package from Questica provides the City the ability to create significant efficiencies regarding budget and labor negotiations; will help management to track our progress on meeting the goals of the City Council and City Manager; and provide more data and real-time information to the citizens of Suisun City regarding those items. As highlighted in the chart below, the costs are broken down by vendor:

V	D C	S	S P	C C	A	T	-Y C	T
	\$23,750 <i>Plus one-time costs: \$1.6/\$10K</i>		\$14,500		\$41,350 (1 <sup>st</sup> year)	\$29,750 (2 <sup>nd</sup> /3 <sup>rd</sup> year)	100,000	0
<b>O G</b>	\$20,000		\$15,000		\$35,000		10,000	

**PREPARED BY:**

Joe Dingman, Administrative Services Director

**REVIEWED APPROVED BY:**

Greg Folsom, City Manager

Questica has been working with public sector organizations - governments, hospitals and healthcare facilities, colleges and universities, K-12 schools and non-profits for more than twenty years - to better enable data-driven budgeting and decision-making, while increasing data accuracy, saving time and improving stakeholder trust. Questica's Budget suite is set up to drive budget transformation by creating a single source of data truth. Almost 700 organizations across North America in 46 states have eliminated spreadsheets opting for smarter planning, budgeting, performance measures, management, reporting, transparency and engagement with Questica's software solutions, as seen below in four general categories:

## **B S**

Efficient, accurate and collaborative budgeting all in one. Questica's Budget is an easy-to-use, comprehensive and collaborative cloud-based solution for operating, capital and salary budget preparation and performance management.

- Better budget process with workflow, approvals and role-based security. Create unlimited what-if scenarios, decision packages and multi-year budgeting.
- Integrates with financial, HR and others systems.
- Position, salary and benefit planning. Staff scheduling and planning.
- Statistical ledger, funding gap/revenue analysis, and capital project planning/reserve analysis.
- Easily assemble actionable data from anywhere in the system for analysis. Create interactive and sharable dashboards.
- Easily produce reports, financial statements and your annual Budget Book.
- Advanced Calculation Engine enables complex modelling for revenue, projections, and activity-based costing.

*"Implementing Questica Budget has saved us over \$85,000 in productivity savings annually."  
Walter Rossmann, Director, Office of Management and Budget, City of Palo Alto, California*

## **P S**

With Questica Performance management software it allows the City to set standards with a system of programs, measures and scorecards. It is established to track progress and measure strategic goals and outcomes, supporting the fundamentals of Performance Based Budgeting.

- A system of programs, measures and scorecards.
- Track an unlimited number of budget and non-budget key performance indicators (KPIs).
- Monitor with user-defined dashboards. Alerts and reminder notifications.
- Interactive analytic tools. Drill down to specific strategies, programs, and initiatives.
- Integrates seamlessly with Questica Budget.

## **O B S**

Questica OpenBook is a data visualization software built to showcase transparency and trust by communicating organization data visually. The software will present financial and non-financial data with descriptive text, informational pop-ups, charts, and graphs. The searching, filtering and sorting tools allow you to find the right information faster. It will allow everyone to dive in and discover information that was once hidden in a printed reports or complex spreadsheets. Questica's OpenBook Project Explorer visualization for Capital Budgets allows organizations to display on a map every infrastructure project, including the budget, actual spend, funding sources, and

accompanying documentation, images, video, etc. It will allow staff to take back hundreds of hours of administrative work and reduce errors with better collaboration, editing, approval and publishing capabilities.

- Showcase financial and non-financial data with interactive charts, tables and graphics with descriptive text, and informational pop-ups.
- Share data through all social channels, access via web and mobile.
- Engage with the council, staff, citizens and others in your community for better conversations about programs and services.
- Project Explorer visualization for Capital Budgets allows organizations to display on a map every infrastructure project, including the budget, actual spend, funding sources, and accompanying documentation, images, video, etc.
- Minimize data duplication/re-entry with seamless integration with Questica Budget.

## **B B**

Questica's Budget Book is a user-friendly and comprehensive document management and financial reporting tool that allows the City to create, collaborate, edit, approve and publish an awards compliant Budget Book without the headaches of multiple spreadsheets/documents, version control issues, manual updates, and duplicating content/visuals such as charts, graphs, tables and images.

- Repeatable, standardized Budget Book
- Workflow and approvals
- Built-in diagnostics and rounding features
- Create and input graphs, charts, tables and images
- Access to Questica's financial reporting content/resource library and online training
- Version control and access to historical changes
- Easy to set-up with your agency's branding and colors
- Automatic notifications when data/information doesn't balance
- Instructor-led online training for users
- GFOA Budget Award compliant template
- Customizable security/access options
- Monitors/maintains formatting and references

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**RECOMMENDATION:** Council Adoption of Resolution No. 2019 \_\_\_\_ : A Resolution of the City Council of the City of Suisun City Authorizing the City Manager to Execute a Contract with Questica for Budget and Transparency Software and Services

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## **ATTACHMENTS:**

1. A Resolution of the City Council of the City of Suisun City Authorizing the City Manager to Execute a Contract with Questica for Budget and Transparency Software and Services
2. Questica Demonstration Slides (Suisun City)
3. Questica US Government Solutions Overview
4. Questica Budget Quote (Suisun City)
5. Questica Software Subscription Agreement (Suisun City)
6. Questica SaaS Mid-Market Insert
7. Questica OpenBook-Capital Budgets Attachment

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**RESOLUTION NO. 2019-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH  
QUESTICA FOR BUDGET AND TRANSPARENCY SOFTWARE AND SERVICES**

**WHEREAS**, the City of Suisun City desires to implement a Budget and Transparency Software and Services tool to help integrate more streamlined corporate processes in the City’s daily business; and

**WHEREAS**, the Budgeting and Transparency Software and Services tool better enables data-driven budgeting and decision-making, while increasing data accuracy, productivity and improving stakeholder trust; and

**WHEREAS**, the City engaged in a competitive selection process for a vendor, evaluating three different companies that resulted in two finalists that competed in a web-hosted demonstration of their respective offerings;

**WHEREAS**, the demonstrations were conducted through comprehensive and interactive on-line demonstrations and based upon the results, the staff recommends the software from Questica;

**WHEREAS**, the cost of the services proposed by Questica is consistent with amounts appropriated in the FY 2019-20 Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby authorizes the City Manager to execute a contract with Questica, Inc. for Budget and Transparency Software and Services.

**PASSED AND ADOPTED** by the City Council of the City of Suisun City at a regular meeting thereof held on the 25th day of June, 2019 by the following vote:

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

**WITNESS** my hand and the seal of said City this 25th day of June, 2019.

\_\_\_\_\_  
Linda Hobson, CMC  
City Clerk

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**Questica**

**#BudgetTransformation**

**Government Budgeting Solutions**

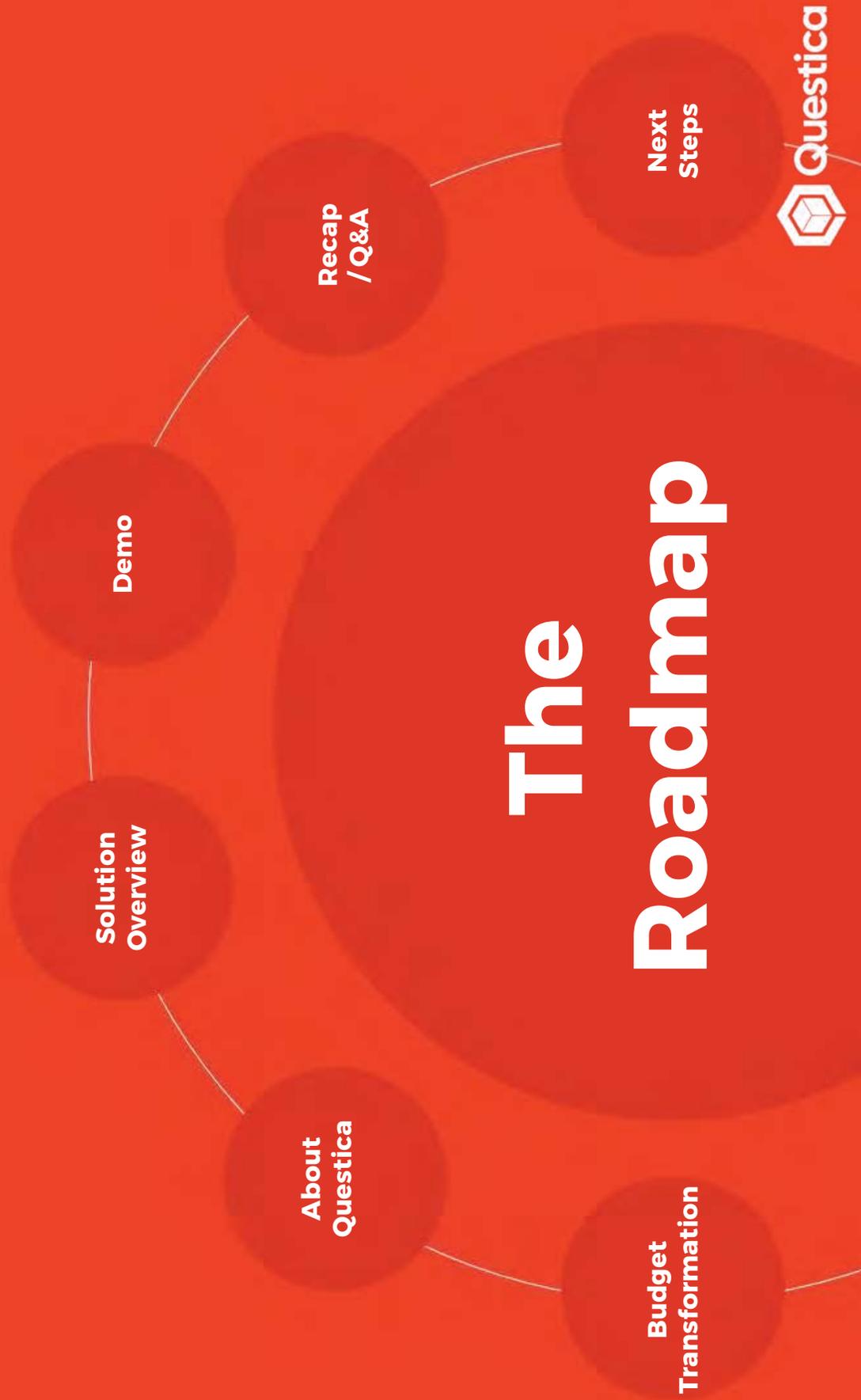
**May 1<sup>st</sup>, 2019**

**#BudgetTransformation**

# Transformation for City of Suisun City, CA

- Improve existing budgeting process
  - A more structured workflow budgeting process
- Improve efficiencies
  - Centralized web-based platform providing real-time info
- Reporting & Metrics
  - Transparency with complete audits
- Data integration with Tyler Incode
  - Scheduled nightly integrations to pull Actuals





#BudgetTransformation

# Budget Transformation

Questica's goal is to drive budget transformation by creating a **single source of data truth**.

This allows public sector organizations to **shift from data collection** to focus on what's important, deeper analysis and data-driven decision-making.



**20**

years  
in business



**75+**  
staff

**Offices**

Burlington, ON  
Huntington Beach, CA



**100%**

**Public Sector**

Focused

**\$63+**  
billion

in annual public sector  
budgets managed

**95+**  
Customer retention



**675+**  
Customers

- Government
- Higher Education
- Healthcare
- K-12 Schools
- Non-profit



**25+**

financial system  
integrations

**60+**  
NPS

net promoter score



**46** States

**10**

Provinces/  
Territories



Budgeting,  
performance,  
transparency  
software



**5M to 4B+**

in size of  
budgets  
managed

**Questica** provides public sector organizations access to a complete budgeting, performance, and transparency, and citizen engagement solutions.

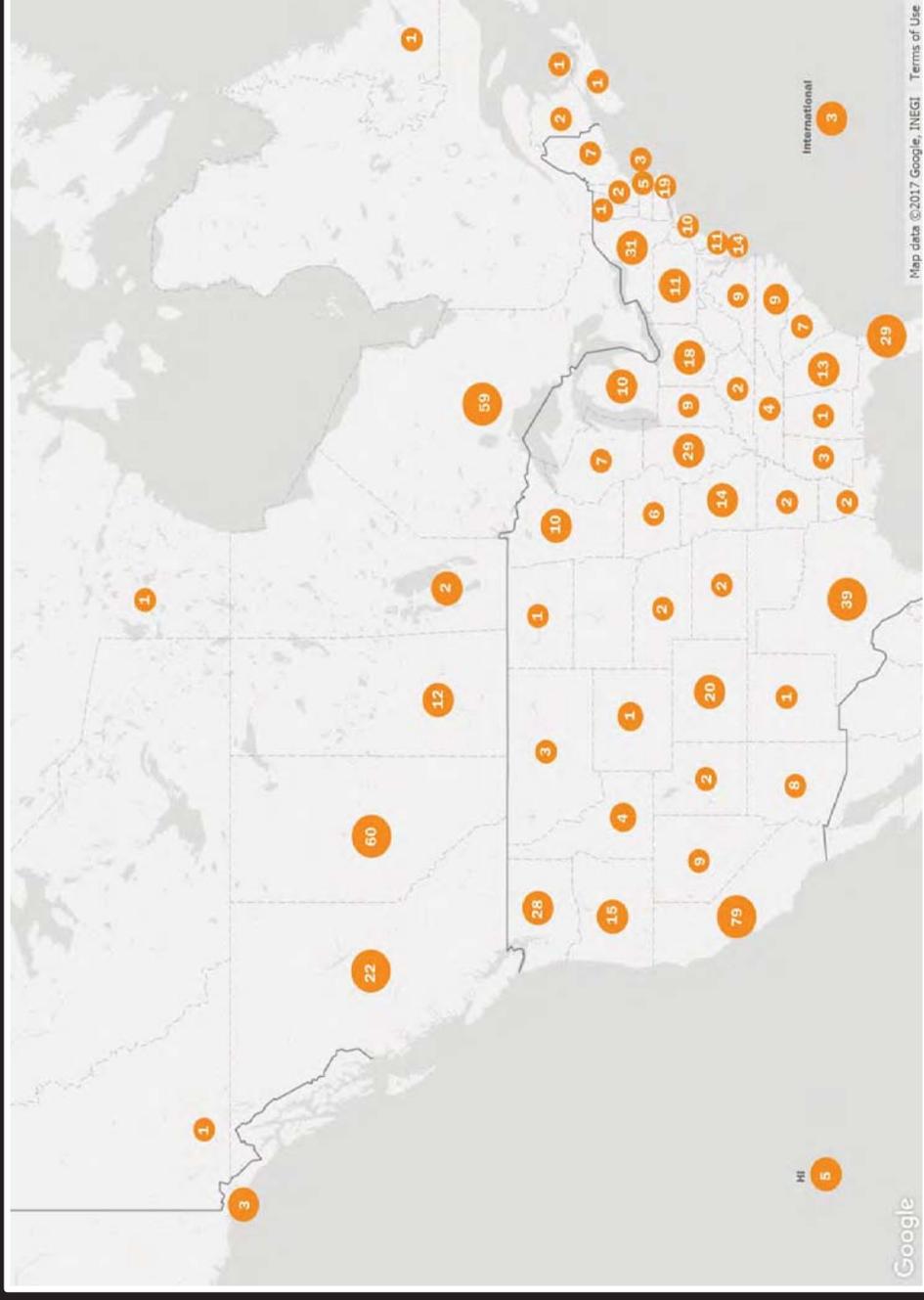
We drive **better enabled data-driven budgeting** and decision-making, while increasing data accuracy, saving time, and improving stakeholder trust and engagement.



#BudgetTransformation

# Our Customers

- 46 states
- 11 provinces/territories
- 100+ customers have been with Questica for over 5 years



#BudgetTransformation

# Integrations

Tyler Technologies



Town of East Hampton, NY



City of Corinth, TX



City of Issaquah, WA



Town of Brookhaven, NY



Thurston County, WA



City of Naperville, IL



#BudgetTransformation

# The Foundation

## Core Modules and Features

- Operating
- Salary and Position Planning
- Capital
- Performance
- Financial Statements

## Key Integrations

- Financial, HR and other systems
- Budget Book powered by CaseWare
- OpenBook transparency and visualizations
- Stakeholder engagement (Balancing Act)

## Budget



#BudgetTransformation

# The Workflow

Configurable Budget Approval Stages



#BudgetTransformation

# The Tech Core

- Windows Server  
2012 / 2012 R2 / 2016
- SQL Server  
2014 / 2016 / 2017
- SSRS
- Hyper-V & VMWare supported
- All major browsers supported
- On-premise or cloud
- ASP.Net / C# / IIS





# Demo

**#BudgetTransformation**

#BudgetTransformation

# “We did the hard stuff first.”

More Configuration = Less Customization



#BudgetTransformation

# The Journey: A Clear Focus

**For over 20 years Questica has been partnering with our customers to develop and deliver end-to-end budget, performance, data visualization, transparency and engagement solutions.**



**#BudgetTransformation**

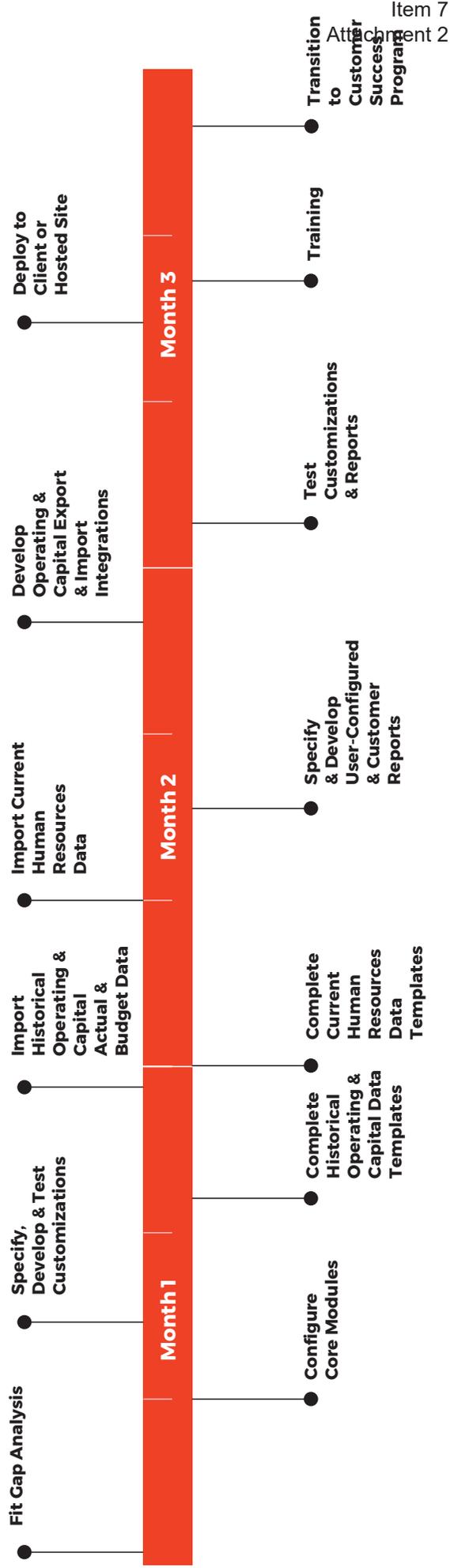
# The Partnership

- It goes beyond a great system.
- 100% public sector focus.
- Deeper vertical experience – government, higher education, healthcare, K-12, non-profit.
- Our approach is customer-centric and consultative.
- We are nimble and “right-sized”.



#BudgetTransformation

# The Path To Impact



Ongoing Project Management & Customer Success Touch Points

Item 7  
Attachment 2



**Thank You!**  
**Questions?**

**For more information, contact:**

**Raul Toth**

**Account Executive, Mid-Market**

**877.707.7755 ext. 519**

**c. 647.299.4018**

**[rtoth@questica.com](mailto:rtoth@questica.com)**

**[questica.com](http://questica.com)**



# Better public sector budgeting and performance.



**Questica's budgeting, performance and transparency software solutions help government agencies to deliver better outcomes.**

## Budget

Efficient, accurate and collaborative budgeting all in one.

Questica works with government agencies to better enable data-driven budgeting and decision-making, while increasing data accuracy, saving time and improving stakeholder trust.

Questica Budget Suite drives budget transformation by creating a single source of data truth. Questica Budget is an easy-to-use, comprehensive and collaborative cloud-based solution for operating, capital and salary budget preparation and performance management.

- Better budget process with workflow, approvals and role-based security. Create unlimited what-if scenarios, decision packages and multi-year budgeting.
- Integrates with financial, HR and others systems.
- Position, salary and benefit planning. Staff scheduling and planning.
- Statistical ledger, funding gap/revenue analysis, and capital project planning/reserve analysis.
- Easily assemble actionable data from anywhere in the system for analysis. Create interactive and sharable dashboards.
- Easily produce reports, financial statements and your annual Budget Book.
- NEW: Our Advanced Calculation Engine enables complex modelling for revenue, projections, and activity-based costing.

**Almost 700 public sector customers use Questica's budgeting solutions including:**

- Anchorage, AK
- Champaign, IL
- Clean Water Service, OR
- Denver, CO
- East Hampton, NY
- Fredrick County, MD
- Greensboro, NC
- Jacksonville Aviation Authority, FL
- Multnomah County, OR
- New Haven Housing Authority, CT
- Jacksonville Aviation Authority, TX
- Idaho Supreme Court, ID
- Riverside, CA
- Palo Alto, CA
- Seattle, WA
- Shelby County, TN
- Sound Transit, WA
- Southampton, NY

Learn more at [questica.com](https://questica.com)  
or schedule a demo with us today!



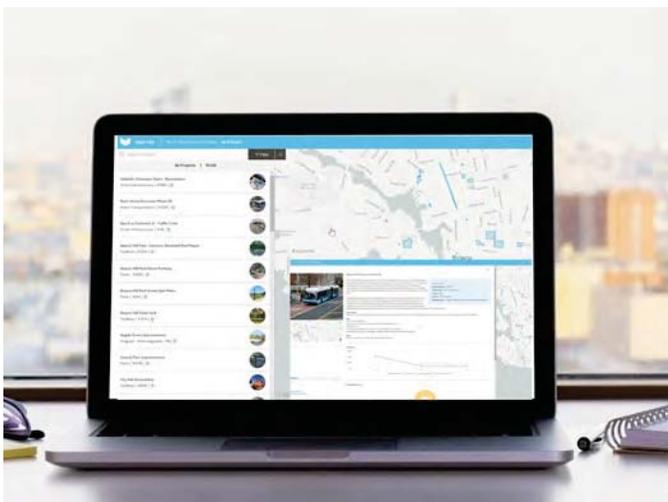
## Performance

Track your progress. Measure your government agency's strategic goals and outcomes.

- A system of programs, measures and scorecards.
- Track an unlimited number of budget and non-budget key performance indicators (KPIs).
- Monitor with user-defined dashboards. Alerts and reminder notifications.
- Interactive analytic tools. Drill down to specific strategies, programs, and initiatives.
- Integrates seamlessly with Qwestica Budget.

"Implementing Qwestica Budget has saved us over \$85,000 in productivity savings annually."

Walter Rossmann, Former Director, Office of Management and Budget, City of Palo Alto, California



"The data (in OpenBook) that provides the most detailed information comes from Qwestica Budget. OpenBook is a straightforward way to graphically display our budget dollars, while only conveying information that the public wanted."

Meridy Semones, Manager, Office of Management & Budget, The City of Largo, Florida

## OpenBook

Build trust by being transparent and accountable.

- Showcase financial and non-financial data with interactive charts, tables and graphics with descriptive text, and informational pop-ups.
- Share data through all social channels, access via web and mobile.
- Engage with the council, staff, citizens and others in your community for better conversations about programs and services.
- Project Explorer visualization for Capital Budgets allows organizations to display on a map every infrastructure project, including the budget, actual spend, funding sources, and accompanying documentation, images, video, etc.
- Minimize data duplication/re-entry with seamless integration with Qwestica Budget.
- Integrates with Balancing Act's budget simulator tool to promote and support deeper two-way stakeholder consultation and engagement.

Learn more at [questica.com](https://questica.com) or schedule a demo with us today!

Questica is the recognized leader in budget preparation and management software. Over 700 public sector and non-profit organizations across North America have eliminated spreadsheets, opting for smarter planning, budgeting, management, transparency and engagement with our solutions.

Questica is part of the GTY Technology group of companies. A GovTech 100 company.



Questica Budget – BRILLIANT Subscription Bundle (SaaS) – 30 Read/Write Seats included + Budget Book + OpenBook

Description	Qty	Total
Questica Budget Framework – All Modules	1	
Operating License Seats	22	
Salaries License Seats	3	
Capital License Seats	5	
Performance Measures License Seats	Included	
Unlimited Read-Only	Included	
Allocations Module	0	
Statistical Ledger	Included	
<b>Questica Budget Annual Software Subscription (including maintenance, support, and hosting)</b>	<b>\$19,500</b>	<b>\$ 14,500.00</b>
<b>Questica Budget Book by CaseWare 1 User - Annual Software Subscription (including implementation, training, maintenance, support, and hosting)</b>		<b>\$ 15,250.00</b>
<b>Questica OpenBook Annual Software Subscription (Year 1 subscription fee waived)</b>	<b>\$ -7,500</b>	<b>\$ .00</b>
<b>Professional Services (Per Statement of Work)</b>		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Accounting Integration	Included	
Customizations	Not included	
Customized Reports	Not included	
Training	Included	
Project Management	Included	
<b>Total Questica Budget Professional Services (one-time fee)</b>		<b>\$10,000.00</b>
<b>Total OpenBook Professional Services (one-time fee)</b>		<b>\$ 1,600.00</b>
<b>Grand Total Year 1</b>	<b>\$53,850</b>	<b>\$ 41,350.00</b>

## PRICING NOTES:

Pricing valid through: **June 30<sup>th</sup>, 2019**

- Questica Budget annual subscription fee \$14,500 per year (based on a 3-year subscription)
- One-time \$10,000 implementation fee for Questica Budget
- Existing 30 seats are to be shared across the 3 modules and can split however customer wishes
- Additional seats can be purchased at \$500 each
- OpenBook annual renewal fee is \$7,500 (Effective 1 year post Contract Effective Date)
- One-time \$1,600 implementation fee for OpenBook
- Questica Budget Book by CaseWare annual subscription fee \$15,250 for 1 User or \$23,750 for 5 Users (if you'd like help with your CAFR as well). Implementation is included.
- Applicable Taxes Extra
- Terms of Payment:
  - Software Subscription (including annual maintenance, support, and hosting services):
    - Due 100% upon Contract Effective Date (Net 30) and annually in advance for future years
  - Professional Services:
    - Due 100% upon Contract Effective Date (Net 30) and annually in advance for future years
- Above pricing in US dollars



## QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the “**Agreement**”) is made this \_\_\_\_\_ (the “**Effective Date**”) by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware (“**Questica**”) and CITY OF SUISUN CITY, CA, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the “**Subscriber**”).

### 1. DEFINITIONS

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

“**Order Form**” means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto.

“**Services**” means the products and services that are ordered by You or Your Affiliates under an Order Form and made available by Us online.

“**User Guide**” means the on-line users guide for the Services, made available on-line.

“**Users**” means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You, (or by Us at your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

“**We,**” “**Us,**” “**Our,**” “**Questica Inc.**” or “**Questica**” means the company or entity providing the Services in the Agreement

“**You,**” “**Your,**” “**Subscriber**” means the company or other legal entity for which you are accepting the Agreement and Affiliates of that company or entity.

“**Your Data**” means all electronic data or information submitted by You to the Services, including but not limited to any data, content (including user content), information and files.

### 2. PROVISION OF SERVICES

**2.1 Terms of Service.** Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

**2.2 Provision of Services.** We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

- 2.3 User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same price as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and (iii) the added User subscriptions shall terminate on the same day as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one user but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.
- 2.4 Hosting, Product Maintenance and Support.** For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, Questica shall provide Hosting, Maintenance and Technical Support Services (the "**Services**") for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.
- 2.5 Implementation Services.** Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the Subscriber expires the earlier of:
- 1) completion of the services described in the SOW
  - 2) 12 months from the effective date of the relevant Order Form.
- 2.6 Acceptance of Custom Work.** Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determination that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Subscriber's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.
- 3. USE OF THE SERVICES**
- 3.1 Our Responsibilities.** We shall: (i) provide Our basic support for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.
- 3.2 Our Protection of Your Data.** We shall maintain reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.
- 3.3 Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

#### 4. FEES AND PAYMENTS FOR SERVICES

- 4.1 Fees.** You shall pay all fees specified in all Order Forms as set out in Appendix A. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the full monthly period and the monthly periods remaining in the subscription term.
- 4.2 Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
- 4.3 Overdue Charges.** If any changes are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment)
- 4.4 Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.
- 4.5 Payments and Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 4.6 Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.
- 4.7 Travel Costs.** Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

#### 5. PROPRIETARY RIGHTS

- 5.1 Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.
- 5.2 Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

- 5.3 Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.
- 5.4 Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.
- 5.5 Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.

## 6. CONFIDENTIALITY

- 6.1 Definition of Confidential Information.** As used herein, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 6.2 Protection of Confidential Information.** The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party’s prior written consent.
- 6.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest such disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

## 7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

- 7.1 Our Warranties.** We represent and warrant that (i) We have validly entered into this Agreement and have the legal authority to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided it is not in breach of this subsection (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.
- 7.2 Your Warranties.** You represent and warrant that (i) You have validly entered into this Agreement and have the legal authority to do so; (ii) You will use the Services in accordance with applicable laws; and (ii) You have all necessary rights to use and upload any Data for use with the Services.

**7.3 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OF KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **8. MUTUAL INDEMNIFICATION**

**8.1 Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates any Canadian or United States' registered patents, copyrights or trade-mark rights of a third party (a "**Claim Against You**"), and shall indemnify You for any damages, legal fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) Give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim against You, or if we reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

**8.2 Indemnification by You.** You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Us for any damages, legal fees and costs finally awarded against us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

**8.3 Exclusive Remedy.** This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

## **9. LIMITATION OF LIABILITY**

**9.1 Limitation of Liability.** NEITHER PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES).

**9.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

**10. TERM AND TERMINATION**

- 10.1 Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.
- 10.2 Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the start date specified in the specific Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all user subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.
- 10.3 Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 10.4 Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.
- 10.5 Return of Your Data.** Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30 day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.
- 10.6 Surviving Provisions.** Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability, 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data), 10.6 (Surviving Provisions), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.

**11. NOTICES, GOVERNING LAW AND JURISDICTION**

- 11.1 Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing- related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.
- 11.2 Dispute Resolution/Arbitration.** In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday in Ontario.

Escalation Level	Questica Management Level	Subscriber Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 Business Days
Second Level	Customer Success Manager	Finance Department Manager	10 Business Days
Third Level	Chief Revenue Officer	Director of Finance or Treasurer	10 Business Days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator.

(a) Except as provided above, or any other circumstance in which a party seeks an injunction or other equitable relief from the courts, Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Delaware before one arbitrator, including lawyers with 10 years of active practice in relevant information technology or intellectual property matters. The arbitration shall be administered by (i) JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures if You are U.S. based or if You are from outside the United States, in accordance with the JAMS International Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall not award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. The parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

(b) Notwithstanding the provision in Section 11.2(a) with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

(c) In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.

**11.3 Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Delaware and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 11.2 above, the parties attorn to the exclusive jurisdiction of the courts of Delaware in respect of this Agreement.

**11.4 Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

## **12. GENERAL PROVISIONS**

**12.1 Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

**12.2 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**12.3 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**12.4 Export Compliance.** The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any US or Canadian government denied-party list. You shall not permit Users to access or use Services in a US or Canada embargoed country or in violation of any US or Canadian export law or regulation.

**12.5 Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

**12.6 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

- 12.7 Legal Fees.** You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment).
- 12.8 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 12.9 Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- 12.10 Cooperative Statement.** Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided We also agrees to do so.
- 12.11 Media Releases.** Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, We may use the Your name and identify You as a Questica client in advertising, marketing materials, press releases and similar materials.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

**CITY OF SUISUN CITY, CA**

**QUESTICA LTD.**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

I have authority to bind the organization

I have authority to bind the organization

**APPENDIX A – Order Form**

**Questica Budget – BRILLIANT Subscription Bundle (SaaS) – 30 Read/Write Seats included**

Description	Qty	Total
Questica Budget Framework – All Modules	Included	
Operating License Seats	23	
Salaries License Seats	2	
Capital License Seats	5	
Performance Measures License Seats	Included	
Unlimited Read-Only	Included	
Statistical Ledger	Included	
Allocations Add-on	Not Included	
Financial Statements Add-on	Not Included	
<b>Questica Budget Annual Software Subscription (including maintenance, support, and hosting)</b>	<b>\$19,500</b>	<b>\$ 14,500.00</b>
<b>Questica OpenBook Annual Software Subscription (Year 1 subscription fee waived)</b>	<b>\$ -7,500</b>	<b>\$ .00</b>
<b>Professional Services (Per Statement of Work)</b>		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Accounting Integration	Included	
Customizations	Not included	
Customized Reports	Not included	
Training	Included	
Project Management	Included	
<b>Total Questica Budget Professional Services (one-time fee)</b>		<b>\$10,000.00</b>
<b>Total OpenBook Professional Services (one-time fee)</b>		<b>\$ 1,600.00</b>
<b>Grand Total</b>	<b>\$38,600</b>	<b>\$ 26,100.00</b>

## PRICING NOTES:

Pricing valid through: **June 30<sup>th</sup>, 2019**

- Questica Budget annual subscription fee \$14,500 per year (based on a 3-year subscription)
- One-time \$10,000 implementation fee for Questica Budget
- Existing 30 seats to be shared across the 3 modules and can be split however customer wishes
- Additional seats can be purchased at \$500 each
- OpenBook annual renewal fee is \$7,500 (Effective 1 year post Contract Effective Date)
- One-time \$1,600 implementation fee for OpenBook
- Applicable Taxes Extra
- Terms of Payment:
  - Software Subscription (including annual maintenance, support, and hosting services):
    - Due 100% upon Contract Effective Date (Net 30) and annually in advance for future years
  - Professional Services:
    - Due 100% upon Contract Effective Date (Net 30) and annually in advance for future years
- Above pricing in US dollars

**APPENDIX B – Hosting, Maintenance and Technical Support Services**

- (A) **Hosting Services.** Questica shall provide technical support and the associated hardware infrastructure to maintain the various Questica databases in a hosted environment. This includes performance tuning, database backups, disaster recovery availability, applying software upgrades and patches at the direction of the Subscriber, performing 24X7 server monitoring. Hosting Services do not include:
- I. Testing customizations during an upgrade
  - II. Restoring a database backup required because of a Subscriber error
  - III. Migrating data or reports among instances (example: from training or testing to production)

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical support relating to the Hosting Services is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee. Questica will provide an initial response to all properly submitted support requests within two (2) business hours of initial submission.

- (B) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Subscribers generally ("**Updates**") but excluding any New Product (a "**New Product**" being a solution which, in Questica's determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:
- I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
  - II. New applications
  - III. Services associated with the application or installation of Updates

If requested, Questica will provide assistance in the testing of any site specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

- (C) **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of Questica supplied integrations that have not been modified by the Subscriber. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:

- I. Custom programming services;
- II. On-site support;
- III. Subscriber developed interfaces, API interactions, or customizations;
- IV. Subscriber developed reports;
- V. End-User training or re-training;
- VI. Subscriber hardware or network issues;
- VII. Correction of data issues derived from user error or Software misuse;
- VIII. Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;
- IX. Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and

- X. Changes to integration functionality made necessary due to Subscriber server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.

**APPENDIX C – Scope of Work (SOW)**

## Scope of Work

### Project Management & Consulting

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility and that neither party is in total command of all the resources necessary to achieve objectives within mutually agreed timeframes. However, both Questica and The Customer agree that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so. Delays on the part of The Customer, including putting the project on temporary hold or switching out project team members, may result in a project Change Order to cover restart, rework, rescheduling and retraining.

### Questica Project Management

Questica will assign a resource, referred to as the “project manager” or “PM”, to lead this implementation on Questica's behalf. The role and responsibilities of the project manager are:

- a) Coordinating the development of the project plan in consultation with The Customer project manager and key team members.
- b) Ensuring the timely delivery of items identified as “In scope” within this SoW.
- c) Ensuring that members of The Customer staff are sufficiently educated in the Questica Budget application to understand the implications of initial design decisions.
- d) Providing The Customer with timely and detailed descriptions of the items identified as “Customer task” within this SoW.
- e) Advising The Customer of expected completion dates for items identified as “Customer task” within this SoW.
- f) Advising The Customer of the impact on the expected delivery dates of “Customer task” items when prerequisite customer tasks, such as the completion of data import templates are advanced or delayed.
- g) Tracking and communicating of issues (“issue log”).
- h) Completing items identified as “In scope” within this SoW or obtaining such resources within Questica as are required to complete these items.
- i) Monitoring the progress of the project and advising The Customer of risks to its on-time completion.
- j) Coordinating the completion and approval of change orders.

All work with the Questica project lead(s) will be carried out “off-site” and contact will be via normal telecommunication channels.

The project manager will hold no more than 1 scheduled weekly status meeting, but is available via email and telephone for ad-hoc contact as needed.

## The Customer

The Customer will assign a resource as a primary point of contact. The role and responsibilities of this resource are:

- a) Ensuring the timely delivery of items identified as “Customer task” within this SoW.
- b) Advising the Questica PM of expected delivery dates for items identified as “Customer task” within this SoW.
- c) Clearly communicating with the Questica PM.
- d) Reviewing all implementation training material in a timely manner, and/or ensuring that the relevant resources have done so.
- e) Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.
- f) Certifying that change orders contain a full specification of the changes required.

The Customer will have access to training materials, such as videos, online in the Questica Academy. It is the customer’s responsibility to have reviewed and understood this material in order to efficiently complete The Customer tasks in this scope of work, as detailed in “*Scope of Implementation Services*”.

## Timeline

The implementation of the module(s) included in your package will take between 8 and 13 weeks, the variance primarily dictated by The Customer’s schedule. A sample timeline is included as

Appendix A: Sample **Implementation Timeline**.

The implementation services include project management and consulting for up to 13 weeks contiguous from kick-off. Should implementation project management and consulting be required beyond this period, additional time may be purchased at Questica's standard services rate.

**Data Model/Chart of Account Structure**

For the purpose of this Scope of Work, the definition of Division, Department, Costing Centers, Project, Fund, GL Account, and Asset Type shall be that found in the Questica Budget Operating & Capital manuals. The mathematical relationships between these entities shall be those currently supported by Questica Budget and described in the Questica Budget Operating & Capital manuals. The GL Account/Account Category, Division/Department, Fund Category/Fund, and Asset Category/Asset Type structures must be consistent across all years and across the modules (Operating, Salaries, Capital and Performance) where each of these modules is in use. GL Accounts must be categorized as either a revenue or expenditure account.

Questica's flexible data model (use of user entities and configurable account structure) means that the inclusion of chart of account segments ("chart fields") other than those mentioned above can likely be accommodated but is not guaranteed.

## Scope of Implementation Services

### General

"Scope" Entry	Meaning
In scope	The task or function is within the scope of work to be undertaken by the Questica PM or Questica professional services.
Customer task	The task or function is not within the scope of work to be undertaken by Questica professional services, but will be undertaken by The Customer, with such help from Questica as is detailed in the item description.
Shared task	The task or function is within the scope of work but will be undertaken by The Customer along with the Questica PM.
Not in scope	The task or function is not within the scope of work to be undertaken by Questica professional services, nor will it be undertaken by The Customer.

### Initial Data Load

"Data import", "import workbooks", "import configuration", and "initial data load" are synonymous terms referring to the initial migration of data from The Customer's existing system(s) into Questica. The data load will utilize Questica's Excel® export/import functionality. Implementation training material will enable The Customer to manage this process and the Questica Project Manager is available to assist and oversee the process.

Should The Customer choose to forgo the benefit of learning the system through loading the data under the guidance of the Questica PM, then the Questica PM will perform all or any part of the data load on behalf of the client. In such cases, Questica will supply The Customer with blank workbooks which must be completed according to the defined format and structure. These workbooks cannot be imported directly into Questica, rather, they are designed to gather the data in a structure that can both be understood by The Customer AND manipulated into a format which can be imported into Questica.

The Customer will resolve any inconsistencies in the structures and data prior to providing the data to Questica for import to Questica Budget. Where import data meets these requirements, Questica will populate the Questica Budget database within 10 business days of receiving any of the import workbooks. Data returned to Questica which violates Questica Budget's data integrity rules will extend this timeframe.

### Integrations

"Integration" as used in this Scope of Work refers to the automated copying of data to and from systems external to Questica Budget.

Questica Budget has been engineered with built-in integration functionality – configuration options which allow the export of an entire approved budget into a CSV file for import into the GL system. Questica Budget can also be configured to perform scheduled imports of actual costs from a CSV file generated by your GL system. During this process transactions being copied into Questica will be imported provided that the data element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be thus matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Questica.

## System Hosting and Maintenance

The implementation will be carried out directly on the “Production” system.

### Server

Questica will provide the hosted operating server environment, as per the signed hosting agreement.

### Client

The Customer will provide user workstation environments as follows:

- A web browser: supported browsers - Internet Explorer 11 or newer, Microsoft Edge, Safari latest release (on Mac only), Firefox latest release, Chrome latest release;
- Microsoft .NET Framework 4.6 installed;
- Microsoft Excel® 2007 or newer;
- A ClickOnce browser extension (*only required for self-serve report authoring from browsers other than Internet Explorer or Edge*).

## Questica Budget Configuration & Shared Components

Function, Feature, or Service	Description	Scope
Application Level Security	Determine how and when to use the various security levels available within Questica Budget, enter users and assign them to groups and roles. Questica will assist with this task until administrators have reviewed the training in the security component of Questica Budget.	Shared task
Single Sign-On	Configure Questica Budget to use The Customer's existing Windows, Google, SAML or CAS Authentication, for user logon. <i>* If required, but not in scope, please discuss adding this for a one-time set-up fee.</i>	Not in scope
Import Master Configuration Data	Configuration and data import of the following Questica standard data structures, using data supplied by The Customer in Excel® workbooks provided by Questica: <ul style="list-style-type: none"> <li>• Division/Department hierarchy;</li> <li>• Fund Categories and Funds;</li> <li>• Account Categories and Expense and Revenue GL Accounts.</li> </ul> <i>* The Customer is encouraged to load as much of this data as possible in order to achieve a clearer understanding and ownership of the system data and configuration.</i>	In scope
Standard Reports	Provision of Questica Budget's standard reports. These reports are provided as-is and may not fully address The Customer's specific reporting requirements.	In scope
Administrator Authored Reporting	Questica's reporting infrastructure allows users to create ad hoc views which can be used: <ul style="list-style-type: none"> <li>• as datasets when using Report Builder 3.0 for administrator authored reporting;</li> <li>• as the data source for dashboard widgets;</li> <li>• as part of the ad-hoc analytics interface.</li> </ul> Each ad hoc view requires a base "entity" (database table), which can be one of Questica's native data entities; a user configured entity; or a custom built "report entity" which consolidates the data from multiple entities and presents it to the ad hoc view as a single entity ready to report on. Questica is provisioned with a set of useful report entities and sample ad hoc views.	Customer task

## Operating Module

Function, Feature, or Service	Description	Scope
<b>Configuration &amp; Initial Data Load</b>		
Import Costing Centers	<p>Configuration and data import of standard Questica Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:</p> <ul style="list-style-type: none"> <li>• Create Costing Centers (for each historical and current/future budget year to be loaded);</li> <li>• Add Costing Centers to Departments;</li> <li>• Associate Costing Centers with Funds;</li> <li>• Define Budget Promotion Stages.</li> </ul> <p><i>* The Customer is encouraged to load as much of this data as possible in order to achieve a clearer understanding and ownership of the system data and configuration.</i></p>	In scope
Import Historical & Existing Budgets	<p>Import multiple years of Operating budget from data import workbooks (e.g. the current fiscal year's budget, last year's budget, and next year's budget):</p> <ul style="list-style-type: none"> <li>• Create dollar budget line items with GL Accounts ... at the Costing Center level.</li> </ul> <p>The budgets must be imported in year order from oldest to newest. Questica will import budget data for the number of years included in the selected package. Note that The Customer can import additional years at their discretion (there is no system restriction).</p> <p>Since only one import is in scope, if budgets change during the time that the implementation is underway then the client can update it directly within the system.</p>	Shared task
<b>Integration</b>		
Budget Export	<p>Configuration of the built-in integration to copy the approved Operating budget from Questica Budget into a CSV file (for import into The Customer's general ledger). This built-in integration consolidates the approved budget at GL account string level (as configured) on an annual, quarterly, or monthly basis.</p> <p>Note: running the export is a user action.</p> <p><i>* If a custom integration is required (for example to accommodate dynamic mapping of data required by legacy systems or non-normalized GL Account structures; or to write the budget directly to your general ledger system) then please discuss adding this for a one-time set-up fee.</i></p> <p><i>* To export an approved budget into an Excel file it is possible that Questica's "Ad Hoc Views" feature can be used to create such a file.</i></p>	Shared task
Budget Amendments Export	<p>Facility to transfer individual approved amendments to the Operating module budget data, from Questica Budget to The Customer's general ledger, or the other direction as required. This interface is required only in the case where amendments must be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.</p>	Not in scope

Actuals Import	<p>Configuration of the built-in integration to copy financial Actuals into the Questica Operating module from a CSV file generated by The Customer's general ledger system. This built-in integration requires the CSV file to conform to some basic formatting conventions and minimally each transaction must identify the account string, transaction date, and amount. (Note: running the import can be scheduled to run nightly and/or can be run on demand.</p> <p>The Customer may also choose to manually import Actuals on a regular basis using Questica's Excel export/import feature, instead of configuring an Actuals import integration.</p> <p><i>* If a custom integration is required (for example to accommodate dynamic mapping of data required by legacy systems or non-normalized GL Account structures; or to read the actuals directly from your general ledger system) then please discuss adding this for a one-time set-up fee.</i></p>	Shared task
<b>Optional Features</b>	<i>The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. If "Not in scope" then these features are not part of the purchased Questica package.</i>	
Allocations Add-in	The Questica Budget Allocations add-in, to automatically transfer specific budget lines to multiple costing centers. If the Capital module is active then budget lines can also be allocated to projects.	Not in scope
Statistical Ledger Add-in	The Questica Budget Statistical Ledger add-in, to budget for non-general ledger and non-monetary values, rates and quantities (within costing centers). Also provides a convenient source of non-monetary data for the Performance Measures module.	In scope

## Salaries Module

Function, Feature, or Service	Description	Scope
<b>Configuration &amp; Initial Data Load</b>	<p><i>The Questica Salaries module is not loaded or used for historical budgets. It will be configured only for one fiscal year which should be either:</i></p> <ul style="list-style-type: none"> <li>- <i>Current fiscal year: The Customer will be able to verify the structure by "publishing" the Salaries to their current budget and making a comparison, but the position/employee data will be stale by one year and will need updating when rolling to the new budget year.</i></li> <li>- <i>New budget year (first year for which a new budget is being built using Questica).</i></li> </ul> <p><i>Note that once in the system all salaries data is rolled with the Operating budget when creating a new budget year. It does not need to be reloaded from scratch each year.</i></p>	
Import Positions & Employees	<p>Load the lists of Employees and associated data; and Positions and their associated data (including incumbent Employee) using data supplied by The Customer in Excel® workbooks provided by Questica.</p> <p><i>*The Customer is encouraged to load as much of this data as possible in order to achieve a clearer understanding and ownership of the system data and configuration.</i></p>	In scope

Import Grades & Scales	<p>Load the list of Grades and their associated data, and any contracted pay Scales (hourly by “Step”). Data to be supplied by The Customer in Excel® workbooks provided by Questica.</p> <p><i>* The Customer is encouraged to load as much of this data as possible in order to achieve a clearer understanding and ownership of the system data and configuration.</i></p>	In scope
Configure Benefits (“Modifiers”)	<p>Create “modifiers” to generate supplementary personnel costs such as benefits, allowances, payroll taxes, and insurance. Note that modifiers are not simple 2-dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.</p> <p>The Questica system is pre-loaded with example modifiers that The Customer may find useful to use as-is, or for copying and editing to generate the supplementary personnel costs appropriate to their organization.</p> <p>The Customer will receive assistance from the Questica Project Manager to create a subset of the required modifiers which can then be copied and edited by The Customer as many times as needed to create the full required set.</p> <p><i>*While most supplementary personnel costs can be configured and auto-calculated using “modifiers”, it is noted that the rules and arithmetic of certain costs cannot be modelled and either need to be manually calculated and entered by The Customer or accommodated through custom modifiers which can be added to the implementation for a one-time setup fee.</i></p>	Shared task
Import Position/Costing Center Allocations	<p>Load the “allocation” of Positions to the Costing Centers, to assign payroll costs of those Positions.</p> <p>Note that each Position may be split between multiple Costing Centers.</p> <p>Within each Costing Center, all payroll costs are consolidated to the account string level. You may also choose to configure the system such that it splits the costs to a more detailed level.</p>	In scope
<b>Optional Features</b>	<p><i>The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. If “Not in scope” then these features are not part of the purchased Questica package.</i></p>	
Staff-Planning Add-in	<p>The Questica Budget Staff Planning add-in, to create a staffing budget which accounts for non-productive time and full shift coverage, within Costing Centers. This add-in requires the Salaries module as well as the Operating module.</p>	Not in scope

## Capital Module

Function, Feature, or Service	Description	Scope
<b>Configuration &amp; Initial Data Load</b>		
Import Costing Centers	<p>Configuration and data import of standard Questica Capital data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:</p> <ul style="list-style-type: none"> <li>• Create Projects (including closed projects where historical budget is to be loaded);</li> <li>• Add Projects to Departments consistent with, and shared by, the Operating budget module;</li> <li>• Define Project Promotion Stages.</li> </ul> <p>The configuration data may optionally contain data necessary to:</p> <ul style="list-style-type: none"> <li>• Define Asset Categories &amp; Asset Types;</li> <li>• Define Project Regions;</li> <li>• Define a Single Set of Project Ranking Metrics.</li> </ul> <p><i>*The Customer is encouraged to load as much of this data as possible in order to achieve a clearer understanding and ownership of the system data and configuration.</i></p>	In scope
Import Historical & Existing Budgets	<p>Import multiple years of Capital budget from data import workbooks (e.g. the current fiscal year’s budget, last year’s budget, and next year’s budget):</p> <ul style="list-style-type: none"> <li>• Create dollar budget line items with GL Accounts ... at the Project level.</li> </ul> <p>The budgets must be imported in year order from oldest to newest. Questica will import budget data for the number of years included in the selected package. Note that The Customer can import additional years at their discretion (there is no system restriction).</p> <p>Since only one import is in scope, if budgets change during the time that the implementation is underway then the client can update it directly within the system.</p>	In scope
<b>Integration</b>		
Budget Export	<p>Configuration of the built-in integration to copy the approved Capital budget from Questica Budget into a CSV file (for import into The Customer’s general ledger or project system). This built-in integration consolidates the approved budget at GL account string level (as configured) on an annual, quarterly, or monthly basis.</p> <p>Note: running the export is a user action.</p> <p><i>*If a custom integration is required (for example to accommodate dynamic mapping of data required by legacy systems or non-normalized account structures; or to write the budget directly to your general ledger or project system) then please discuss adding this for a one-time set-up fee.</i></p> <p><i>*To export an approved budget into an Excel file it is possible that Questica’s “Ad Hoc Views” feature can be used to create such a file.</i></p>	Shared task

Budget Amendments Export	Facility to transfer individual approved amendments to the Capital module budget data, from Questica Budget to The Customer's general ledger or project system, or in the other direction as required. This interface is required only in the case where amendments must be synchronized between the two systems and where the target system cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	Not in scope
Actuals Import	<p>Configuration of the built-in integration to copy financial Actuals into the Questica Capital module from a CSV file generated by The Customer's general ledger system.</p> <p>This built-in integration requires the CSV file to conform to some basic formatting conventions and minimally each transaction must identify the account string (including Project Number), transaction date, and amount. (Note: running the import can be scheduled to run nightly and/or can be run on demand.)</p> <p>The Customer may also choose to manually import Actuals on a regular basis using Questica's Excel export/import feature, instead of configuring an Actuals import integration.</p> <p><i>*If a custom integration is required (for example to accommodate dynamic mapping of data required by legacy systems or non-normalized account structures; or to read the actuals directly from your general ledger system) then please discuss adding this for a one-time set-up fee.</i></p>	Shared task

## Performance Measure Module

Function, Feature, or Service	Description	Scope
<b>Configuration &amp; Initial Data Load</b>		
Measure Categories and Units	<p>Configuration of Performance Measure Categories and Units of Measure.</p> <p><i>*The Customer is encouraged to load as much of this data as possible in order to achieve a clearer understanding and ownership of the system data and configuration.</i></p>	Shared task
Measures	<p>The Customer will receive training to determine how to enter Performance Measures into the system.</p> <p>Note that Measures are not simple 2-dimensional data that can be represented in a spreadsheet. It is not possible to create Measures in bulk from Excel® workbooks.</p>	Customer task
Scorecards	<p>The Customer will receive training to determine how to configure Performance Measure Scorecards within the system.</p>	Customer task
<b>Integration</b>		
Measure Actuals Import	<p>Questica Budget does not feature an automated interface for importing Actuals from the many and various systems which might house data useful as Measure Actuals.</p> <p><i>*If a custom integration is required then please discuss adding this for a one-time set-up fee.</i></p>	Not in scope

## OpenBook

If Questica’s “OpenBook” cloud service is not included in this implementation, please speak to your Questica Account Executive about the advantages of a data transparency platform.

## Training

Questica maintains a substantial set of training courseware online and a well-stocked Knowledge Base. All relevant material within *Questica Help* is available to all users both during and after implementation.

Questica's standard training model is to train the trainers and/or advanced users within the Customer's organization. Training is a blend of online courseware and "live" training via a web conference. In the case of video training the project manager will field any outstanding questions in a follow-up call. Where a specialist trainer is "In Scope" below, this might be as a follow-up to a video or presentation of the entire course. Training delivered in a webinar can be recorded and made available within the Questica Help center to The Customer’s users only.

Questica's project manager will help determine at which point in the implementation the delivery of training is most appropriate. The Customer may prefer to receive some or all training in the early stages of the implementation, in the knowledge that such training will need to be carried out using a generic training database. Alternatively, The Customer may choose to wait until the implementation is substantially complete in order to be trained on their own instance of Questica. In any case, having received train-the-trainer training, the Customer is responsible for training end users.

The following sections detail the proposed training. The project manager and The Customer will determine the final training plan. Topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed the proposed plan.

Training Topic	Description	Scope
Implementation	A Questica Budget Implementation Guide identifies all steps involved in the implementation process. This guide is accompanied by pre-recorded training videos, job aids, etc.	Customer task
Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos.	Customer task
Administrator Authored Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommends that users make use of the many online resources to gain expertise in this tool.	Customer task
Allocations	Training in Questica Budget's Allocations feature is delivered via a pre-recorded training video.	Not in scope
Change Requests	Training in Questica Budget's Change Requests feature is delivered via a pre-recorded training video.	Customer task
Statistical Ledger	Training in Questica Budget's Statistical Ledger budgeting feature is part of the Operating training where this optional feature is in scope. It also features in Performance Measures training.	In scope
Operating Module	Training in the use of Questica Budget's Operating module. This will be delivered in one “live” training session. This session can be recorded and made available in the Questica Academy, to your users only.	In scope

Salaries	Training in the use of Questica Budget's Salaries module. This will be delivered in one "live" training session. This session can be recorded and made available in the Questica Academy, to your users only.	In scope
Capital	Training in the use of Questica Budget's Capital module. This will be delivered in one "live" training session. This session can be recorded and made available in the Questica Academy, to your users only.	In scope
Performance Measures	Training in the use of Questica Budget's Performance Measures module. This will be delivered via a pre-recorded video, and then a PM will address Customer questions and will provide assistance as needed.	In scope
OpenBook	Training in Questica's OpenBook module. This will be delivered via a series of pre-recorded training videos, and then a PM will address Customer questions and will provide assistance as needed.	In scope

## Customizations

### Custom Integrations, Custom Business Rules (CBRs), Modifiers, User Interface

This SoW does not include the development of customizations. Customizations can be accommodated upon receipt and acceptance of a change order.

### Custom Reports, Custom Report Views and Custom Dashboards

This SoW does not include the development of custom reports or ad hoc entities. Custom reporting and custom dashboard requirements can be accommodated upon receipt and acceptance of a change order.

## Change Orders

Any changes to the agreed scope, including changes requested by The Customer within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Scope of Work. Before Questica undertakes any customizations, including integrations with other systems, The Customer and Questica shall prepare and sign-off on the detailed specifications for the work to be performed.

A high-level estimate will be included in the specification; however, the work shall be billed on a time and materials basis at the current/relevant hourly rate. Should The Customer require a more detailed design and estimate, this can be prepared, however the investigation will be billable as the design of customizations is typically a large part of the work.

## Warranty

Once completed, any custom work shall be warranted by Questica in accordance with the "Technical Support Services" section of the Questica Software License Agreement.

## Appendix A: Sample Implementation Timeline

The following timelines represent an example of how an implementation of Questica's *Operating*, *Salaries*, and *Capital* modules, may unfold. When all three modules are being implemented, then the Questica Project Manager will work with The Customer to determine a merged timeline to suit the situation. On the other hand, if a module is not in scope, then those activities will be skipped and the implementation timeline can be compressed.

These sample timelines intentionally exclude Questica's *Performance* module since there are very few implementation activities involved and the impact on schedule is quite minimal. The key to a successful performance measurement program is not to wait until a full analysis has been made of every measure within every program, but instead to start measuring as soon as possible since the set of measures will mature over time and some will be discontinued as others are found to be more relevant. Where a measure relies on data in other Questica modules (for its targets or actuals), then these measures can be manually entered until that data has been created in the new system. The choice of when to start implementing is entirely up to The Customer. Questica provides training videos on the mechanics of using this module and the Questica PM (or another Questica consultant) is available to offer advice and clarify anything that is not made clear in these videos. Thereafter, creating and managing measures and scorecards is an ongoing activity.

The actual planned sequence and time allotted to each implementation task will be determined in the early part of the project. The timeline will be shared with The Customer in a OneNote file that holds all implementation information, including meeting notes and issue logs. This file will be maintained on a SharePoint web site where it is accessible on the internet.

Items in **blue** are owned by The Customer.

Items in **green** are owned by Questica.

Items in **purple** are shared.

### Timeline for Operating Module Implementation (with Salaries Module)

#### Week 1

- Kick-off:
  - SharePoint folder set up and shared with client.
  - Administrative information completed in project's OneNote document.
- Client reviews process document.
- Client reviews first round of online implementation guide(s) and training material.
- Implementation sites (production and test) installed on Questica servers.

### Week 2

- Status/implementation meeting:
  - Demo aspects of system as required.
  - Project timeline agreed upon.
  - COA ("account structure") understood and modelled in Questica Budget.
  - In depth review of data load methodology (use individual Questica Export/Import screens or completion of data load templates).
- Client begins gathering, or loading directly into Questica Budget, the chart of accounts data (accounts, funds, departments, etc.).
- Client begins gathering and cleaning Operating budgets.
- Client begins gathering and cleaning current (or next year's) Salaries data.
- Client begins investigation into ERP/financial system integrations:
  - Obtain sample file of "Actuals" for import into Questica.
  - Obtain specification/sample of file format for load of approved budget into ERP/financial system.

### Week 3

- Chart of account data available for import.
- Chart of accounts loaded into Questica budget by Questica or by Client.
- Operating budgets (historical and current) returned to Questica in Excel workbook.
- Client reviews second round of online implementation guide(s) and training material.

### Week 4

- Operating budget import complete.
- Review of Operating budget import for correctness started.
- Built-in Operating integrations configuration started.
- Salaries data workbook available for import or client commenced loading salaries data (Positions, Employees, Grades, & Scales).
- Client reviews third round of online implementation guide(s) and training material.
- Date(s) for training scheduled.

### Week 5

- Review of Operating budget import for correctness completed.
- Client completed data import of salaries data or Questica completed import of salaries data.
- Begin configuring salaries "modifiers" (calculations for allowances and benefits).

### Week 6

- Built-in Operating integrations configured and tested.
- Salaries modifiers configured.
- Begin review of Salaries budget for correctness.
- Operating and Salaries training.
- Begin preparation for end-user training.

### Week 7

- Review of Salaries budget for correctness completed.
- Begin end-to-end/acceptance testing.
- Begin specification and building of ad hoc reports.

### Week 8

- End-to-end/acceptance testing complete.
- End-user Training.

### Week 9

- Go-live to end users.

### Post Go-Live

- System review, respond, fix.
- Promote from implementation to production status (hand-over to Questica professional services).

## **Timeline for Capital Module Implementation**

### Week 1

- Kick-off:
  - SharePoint folder set up and shared with client.
  - Administrative information completed in project's OneNote document.
- Client reviews process document.
- Client reviews first round of online implementation guide(s) and training material.
- Implementation sites (production and test) installed on Questica servers.

### Week 2

- Status/implementation meeting:
  - Demo aspects of system as required.
  - Project timeline agreed upon.
  - COA ("account structure") understood and modelled in Questica Budget.
  - In depth review of data load methodology (use individual Questica Export/Import screens or completion of data load templates).
- Client begins gathering, or loading directly into Questica Budget, the chart of accounts data (accounts, funds, departments, asset types, etc.).
- Client begins gathering and cleaning Capital budgets.
- Client begins investigation into ERP/financial/project system integrations:
  - Obtain sample file of "Actuals" for import into Questica.
  - Obtain specification/sample of file format for load of approved budget into ERP/financial/project system.

Week 3

- Chart of account data available for import.
- Chart of accounts loaded into Questica budget by Questica or by Client.
- Capital budgets (historical and current) returned to Questica in Excel workbook.
- Client reviews second round of online implementation guide(s) and training material.

Week 4

- Capital budget import complete.
- Review of Capital budget import for correctness started.
- Built-in Capital integrations configuration started.
- Client reviews third round of online implementation guide(s) and training material.
- Date(s) for training scheduled.

Week 5

- Review of Capital budget import for correctness completed.
- Built-in Capital integrations configured and tested.

Week 6

- Capital training.
- Begin preparation for end-user training.
- Begin end-to-end/acceptance testing.
- Begin specification and building of ad hoc reports.

Week 7

- End-to-end/acceptance testing complete.
- End-user Training.

Week 8

- Go-live to end users.

Post Go-Live

- System review, respond, fix.
- Promote from implementation to production status (hand-over to Questica professional services).

**APPENDIX D – Contract Exceptions**

This Appendix D is reserved for agreed upon changes or exceptions to the Software Subscription Agreement. Changes in this Appendix D supersede and replace the identified language or section from the Software Subscription Agreement.

**END OF SOFTWARE SUBSCRIPTION AGREEMENT DOCUMENT**



# Budget Brilliantly

## Still budgeting with spreadsheets?

Get faster and easier operating, salary and capital budget preparation and management with the preferred budgeting and performance software solution for the public sector.

### Budget

Questica Budget is a comprehensive, streamlined solution that enables you to improve and shorten your organization's budgeting cycle by ensuring an accurate, collaborative and multi-user budgeting process.

- Multi-year budgeting
- Workflows and approvals
- Position, salary and benefit planning
- Reporting and auditing
- Unlimited what-if scenarios
- Change control management
- Decision packages
- Departmental transfers/allocations
- Staff planning/scheduling
- Analytics and dashboard
- Integrates with 25+ financial systems
- NEW - Advanced Calculation Engine

### Three Core Budget Modules

- Operating
- Capital
- Salaries/Position Planning
- Plus, Performance Measures

Plus, integrates seamlessly to Questica OpenBook, our transparency and data visualization tool, and Balancing Act's budget simulation engagement tool.

### Advantages of Cloud/ SaaS Hosting

- Fast and easy deployment
- High adoption with Questica Budget users
- Automatic updates to ensure you have the latest functionality/features
- Mobilize your workforce and work from anywhere
- More affordable with lower upfront costs
- Scalable, with pay-as-you-go usage

NEW FEATURED PRICING FOR 2019<sup>1</sup>

Budget SaaS Pricing Packages	BRIGHT	VIVID	BRILLIANT	ENTERPRISE
	\$7,500 annually plus \$5,000 implementation (plus applicable taxes)	\$9,500 annually plus \$7,500 implementation (plus applicable taxes)	\$14,500 annually plus \$10,000 implementation (plus applicable taxes)	SaaS or Licensed (Hosted) <small>*Contact us for a personalized quote.</small>
<b>Modules</b>	Operating	Operating + One (1) Additional Module	All Three (3) Budget Modules: Operating, Capital, and Salaries. Plus Performance.	All Three (3) Budget Modules: Operating, Capital, and Salaries. Plus Performance.
Included Read/Write Seats <sup>2</sup> Read Only	5 Unlimited	10 Unlimited	20 Unlimited	Unlimited Available
<b>Additional Read/Write Seats</b>	\$500 ea. per year (max. 5)	\$500 ea. per year (max. 10)	\$500 ea. per year (max. 20)	\$
<b>Historical Data Imports</b>	Up to 2 years	Up to 2 years	Up to 3 years	Unlimited
<b>Forecasting (Operating)</b>	Unlimited	Unlimited	Unlimited	Unlimited
<b>Forecasting (Capital)</b>	Unlimited	Unlimited	Unlimited	Unlimited
<b>Flat File Integration<sup>3</sup></b>	Included	Included	Included	Included
<b>Direct Integration (Financial &amp; Other Systems)</b>	\$	\$	\$	Included per scope
<b>Implementation<sup>4</sup></b>	Included	Included	Included	Included
<b>Built-in Reports</b>	Included	Included	Included	Included
<b>Academy/Questica Help<sup>5</sup> Usage</b>	Unlimited	Unlimited	Unlimited	Unlimited
<b>Live Training</b>	2 hours	4 hours (2 hours per module)	8 hours (2 hours per module)	Included per scope
<b>Customer Support</b>	8 am - 8 pm EST	8 am - 8 pm EST	8 am - 8 pm EST, Dedicated Customer Success Resource	8 am - 8 pm EST, Dedicated Customer Success Resource
<b>Performance</b>	\$	\$	Included	Included per scope
<b>Allocations, Financial Statements<sup>6</sup></b>	\$	\$	\$	Included per scope
<b>Questica Budget Book</b> powered by CaseWare <sup>7</sup>	\$	\$	\$	Included per scope
<b>Balancing Act's Budget Simulation Engagement Tool<sup>8</sup></b>	\$	\$	\$	Included per scope
<b>Additional Services</b> (i.e., custom reports, business rules, personalized training, etc.)	\$	\$	\$	Included per scope

### ADDITIONAL SAVINGS FOR PURCHASES BEFORE JUNE 30, 2019

<b>Questica OpenBook<sup>9</sup></b>	Purchase now and receive a 1-year FREE subscription to OpenBook, Questica's market leading transparency and data visualization solution. New in OpenBook: Project Explorer for Capital Budgets with GIS mapping that seamlessly integrates with Questica Budget.
<b>BONUS SEATS:</b>	In addition, contract by June 30, 2019 and be eligible to receive up to 50% more seat licenses at no extra cost! Receive the following additional seats for free: Bright (3), Vivid (5), Brilliant (10).

\$ Additional fee applies.

- Pricing valid for up to 3 years.
- Customers to determine allocation of seats per module up to the maximum specified (e.g. 10 - 5 Operating, 5 Salaries).
- Questica Budget has been engineered with built-in integration functionality and configuration options that allow you to export your entire budget in a manner that can be easily imported into your GL system. You can also configure Questica Budget to perform scheduled imports of actual costs from a file generated by your GL system.
- Includes complete analysis, design and configuration.
- Questica Help integrated into Questica Budget and includes a searchable library of articles and training resources.
- Financial Statements system-wide module allows users to configure and generate all three major financial statements, including Income Statements, Balance Sheets, and Cash Flow Statements.
- Questica Budget Book powered by CaseWare provides a direct integration from Questica Budget to CaseWare's Working Papers to efficiently and cost-effectively create, collaborate, edit, approve and publish your annual Budget Book.
- Balancing Act's Budget Simulation Engagement Tool integrates with Questica Budget and OpenBook.
- OpenBook pricing available on request.

Note: The above pricing may not apply when procurement requires a full RFP process. Call to discuss.

**Better budgeting. That's brilliant.**

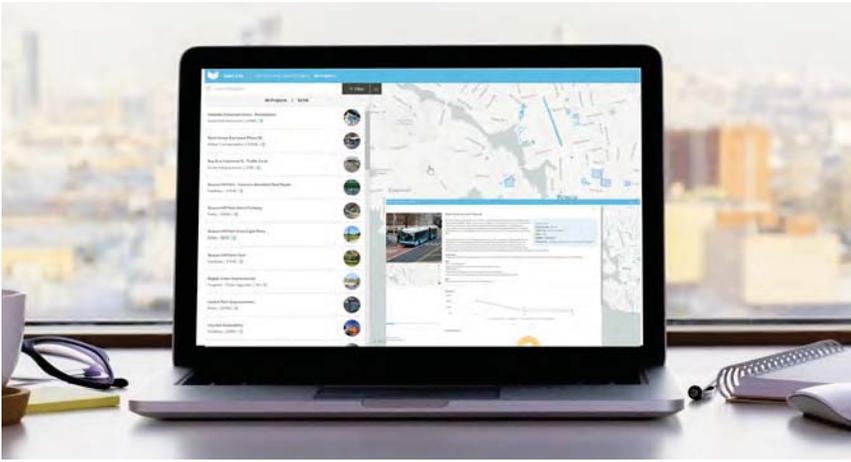
For more information or to request a demo, visit [www.questica.com](http://www.questica.com)



Questica is the recognized leader in budget preparation and management software. Over 675 public sector and non-profit organizations across North America have eliminated spreadsheets, opting for smarter planning, budgeting, management, transparency and engagement with our solutions.



# Questica OpenBook: Project Explorer for Capital Budgets



The future of finance, it's about being open, transparent and accountable. Build trust that enables better ideas, better conversations and better financials.

Our newest data visualization in Questica OpenBook enables organizations to display on a map every infrastructure project, including the budget, actual spend, funding sources, and accompanying documentation, images, video, etc. Organizations can link related activities to showcase the depth and scope of capital projects that are happening in a city, region, or state/province.

## Better data integration

Often one of the primary difficulties with capital map offerings is the challenge of integrating data. It can take a lot of work to prepare the data sources that will form the basis for a public visualization. Since Questica Budget is tightly integrated with OpenBook, we have no limitations on the number of datasets and types of data we can send. The information is all there inside Questica Budget and we know exactly how to transform and send it.

## Always up-to-date

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We can support many different types of data:

- Separate data sets for expenses and revenues
- Operating Budget impacts and related projects
- Images, videos, and GIS map data
- Downloadable file attachments
- Project milestones and custom fields

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- Import any data
- Display data in interactive maps, charts, tables and graphs
- Include images, GIS map data , resource documents, video and more
- Access through any platform, including smartphones
- Share data through all social platforms
- Embed charts on any website
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- Seamlessly connects with Questica Budget
- Integrates with Balancing Act's budget simulator tool to promote and support deeper two-way stakeholder consultation and engagement.

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Questica is the recognized leader in budget preparation and management software. Over 700 public sector and non-profit organizations across North America have eliminated spreadsheets, opting for smarter planning, budgeting, management, transparency and engagement with our solutions.

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## AGENDA TRANSMITTAL

**MEETING DATE:** June 25, 2019

**AGENDA ITEM:** Adoption of Resolution No. 2019-\_\_\_\_: Authorizing the City Manager to execute a lease-to-own purchase agreement with Motorola Solutions, Inc. for portable and mobile radios for the Fire Department.

### **FISCAL IMPACT:**

The Fire Department had previously identified a need to replace radios and had implemented a 4-year funding plan through the public safety communications fund at a cost of \$373,709.23. The Motorola lease-to-own purchase agreement including tax, interest, and a 10% discount is estimated at \$334,924.02. The savings created by reevaluating departmental needs and the 10% discount granted by Motorola will exceed \$38,000. The payment schedule has been arranged to follow the current 4-year plan, with the first-year's payment slated at \$100,000.

### **BACKGROUND:**

The Fire Department is currently utilizing the "VHF" radio system. The "VHF" radio coverage is not consistent throughout the city with the worst areas being Old Town Suisun and Peterson Ranch. The "VHF" transmission is first transmitted to the repeater at the fire station and then to the dispatch center. The distance that the transmission must travel degrades the traffic to the point where it is sometimes unreadable. An example of this was seen during the wildland fire at Morgan St. and Solano St. on May 14th. The radio traffic was so compromised that it put firefighters' lives in danger. During the firefight a telephone pole caught fire, and a live electrical line fell to the ground. The firefighters could not hear the emergency traffic alerting them of the threat and, therefore, did not know where the safety zone was located.

The Suisun City Fire Department has relied heavily on the "VHF" radio system, which has progressively become out of date due to unreliability within urban/suburban environments. Most cities in Solano County are in the process of converting to the 800 system or have already switched to the 800 system. In order to maintain the ability to communicate on the fireground, with the surrounding agencies, and even with our own Suisun City Police Department and dispatch, Suisun City Fire Department must begin to make the change to the same 800 system.

### **STAFF REPORT:**

The Fire Department currently uses end of life Motorola radios which are on average greater than 10 years old. The radios are no longer produced or serviced, and as a result, the department is unable to ensure reliable operations. Radios are typically replaced around seven years to ensure they are current, serviceable, and maximize the time they are covered under warranty.

The Fire Department has previously applied for a FEMA Assistance to Firefighter Grant (AFG) in 2015, 2017, and most recently in 2018. The department was denied in all previous attempts to secure grant funds for the purchase of new portable and mobile radios.

**PREPARED BY:**

**REVIEWED/APPROVED BY:**

Justin Vincent, Fire Chief  
Greg Folsom, City Manager

The U.S. Department of Homeland Security Science and Technology Directorate (S&T) partnered with the Department of Commerce Public Safety Communications Research program to establish the P25 Compliance Assessment Program (P25 CAP). Project 25 (P25) is a suite of standards that enables interoperability among digital, two-way, land mobile radio communications products created for use by public safety professionals. In order to comply with P25 standard, the Fire Department will need to purchase: four (4) APX 6500 VHF remote head mobile radios; three (3) APX 6500 VHF dual head mobile; four (4) APX 6500 700/800 remote head mobile radios; three (3) APX 6500 700/800 double head mobile radios; three (3) APX 8500 all band remote head radios; one (1) APX 8500 all band dual head mobile radios; and thirty (30) APX 8000 portable radios (hand held) and the required accessories.

Year	Mobiles						Portables
	APX 6500 VHF Remote Head	APX 6500 VHF Dual head	APX 6500 7/800 Remote Head	APX 6500 7/800 Dual Head	APX 8500 All Band Remote head	APX 8500 All Band Dual Head	APX 8000 Portable
Total Scope	4	3	4	3	3	1	30

The specific models listed are manufactured by Motorola. Motorola Solutions is offering a one-time 10% discount off of the list price, if the department completes the lease-to-own purchase by July 1<sup>st</sup>, 2019. The total estimate for the City of Suisun City Fire Department to replace and upgrade its 48 radios is \$315,211.85 this number includes taxes and the 10% discount. Motorola is a sole source vendor, offering a singular-type product necessary to match the existing equipment of the police department and dispatch center.

## Purchasing Options

### **Option 1: Continue as planned with the approved 4-year purchase plan**

When the Fire Department and police department began looking at the Public Safety Communications Fund budget for FY 19-20, it became clear that a multi-year purchase plan was needed. The Fire Department created a 4-year purchase/replacement plan for its portables and mobile radios totaling \$373,709.23. The cost is higher than the current invoice due to expected inflation (estimated at 5% each year). The increases are reflected in attachment 1.

### **Option 2: Signing a 4-year lease with Motorola Solutions, Inc.:**

Recently, the Fire Department became aware of a lease-to-own purchase option through Motorola. The leasing program allows large scale purchases to be paid off over a set time period. The lease is a municipal lease purchase agreement which is tax-exempt. 100% of the project acquisition cost can be financed. Payment frequency can be matched to meet our cash flow and budget requirements. There are no pre-payment penalties.

- 4-year lease to purchase: \$315,211.86 plus interest
  - Lease Term: 4 years
  - Lease Rate: 4.87%

The graph below estimates the yearly payment schedule and the accrued interest:

Year	Remaining Amount	Interest Accrued	Current Amt Plus Interest	Payment
1	\$ 315,211.86	\$ -	\$ -	\$ 100,000.00
2	\$ 215,211.86	\$ 10,480.82	\$ 225,692.68	\$ 99,000.00
3	\$ 126,692.68	\$ 6,169.93	\$ 132,862.61	\$ 70,000.00
4	\$ 62,862.61	\$ 3,061.41	\$ 65,924.02	\$ 65,924.02
Totals	\$ 315,211.86	\$ 19,712.16	\$ 334,924.02	

The total cost of the lease-to-own purchase with interest is \$334,924.02.

**Cost Savings potential created by approving option 2**

There are many benefits to the leasing option. The total cost including taxes of the original 4-year plan was \$373,709.23. The total cost for the leasing program with interest and tax is estimate at \$334,924.02. That is a savings of **\$38,785.21**.

Another cost savings will come in the next fiscal year. The Police Department and Fire Department are preparing to flash the radios to the newest version. The Fire Department has 4 radios that need to be flashed at a cost of \$2,828. The software needed to complete the task is \$900. Option 2 will eliminate the need for flashing radios and will add a savings of **\$3,728**.

Opportunity	Cost/(Savings)
Option 2 leasing program cost with interest is \$334,924.06.	\$ (38,785.21)
By receiving the radios in bulk means we will not have to flash (update to the latest version) any radios this year	\$ (3,728.00)
Sale of Radios	\$ (1,000.00)
<b>Total *estimated</b>	<b>\$ (43,513.21)</b>

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**STAFF RECOMMENDATION:**

The Fire Chief recommends option 2, the lease-to-own option. The savings outweigh the costs and allows for a more efficient replacement program. Option 2 will immediately increase firefighter safety through adequate and effective communications equipment being deployed by the end of July. Lastly, by increasing the interoperability of the police and Fire Departments through utilizing the same 800 frequency, there will be an increase in responder and community safety in disaster and active shooter scenarios, where effective communication is paramount to a successful outcome.

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**ATTACHMENTS:**

- 1). Resolution No. 2019-\_\_\_\_: Authorizing the City Manager to execute a lease-to-own purchase agreement with Motorola Solutions, Inc. for portable and mobile radios for the Fire Department.
- 2). 4-Year Radio Purchase Plan (Option 1)
- 3). Radio Price Quote (Option 2)
- 4). Lease-Purchase Agreement (Option 2)

**RESOLUTION NO. 2019-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE-TO-OWN PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR PORTABLE AND MOBILE RADIOS FOR THE FIRE DEPARTMENT.**

**WHEREAS**, there is a need by the City of Suisun City to provide for both, expeditious emergency and routine Public Safety services to its citizens; and

**WHEREAS**, critical to the proper fire responses, is the radio system; and

**WHEREAS**, the fire department has submitted a four-year lease-to-purchase, from Motorola Solutions, Inc.; and

**WHEREAS**, the purchase of goods and services by local contracting units from authorized State vendors without competitive bidding is authorized by Houston-Galveston Area Council (H-GAC) cooperative purchasing program; and

**WHEREAS**, this purchase will be in the best interest of the City of Suisun City in that it will provide the fire department with a digital radio system that will enable the fire department to continue providing for critical and essential services; and

**WHEREAS**, creating a savings from the previously proposed 4-year purchase program of \$38,785.21; and

**NOW, THEREFORE**, be it here resolved by the City Council of Suisun does hereby authorize the City Manager to execute a lease-to-own purchase agreement with Motorola Solutions, Inc. for portable and mobile radios for the fire department.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 25<sup>th</sup> day of June 2019 by the following vote:

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

**WITNESS** my hand and the seal of said City this 25<sup>th</sup> day of June 2019.

\_\_\_\_\_  
Donna Pock, CMC  
Deputy City Clerk

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Attachment 2

Option 1.

Multi-Year Radio Purchase Plan

Year	Mobiles						Portables
	APX 6500 VHF Remote Head	APX 6500 VHF Dual head	APX 6500 7/800 Remote Head	APX 6500 7/800 Dual Head	APX 8500 All Band Remote head	APX 8500 All Band Dual Head	APX 8000 Portable
<b>Total Scope</b>	4	3	4	3	3	1	30
1	1	1	1	1	1	1	10
2	1	1	1	1	1	0	8
3	1	1	1	1	1	0	6
4	1	0	1	0	0	0	6

Year 1 Costs	Cost	QTY	Total			
APX 6500 VHF Remote Head	\$ 4,458.58	1	\$ 4,458.58			
APX 6500 VHF Dual head	\$ 4,642.54	1	\$ 4,642.54			
APX 6500 7/800 Remote Head	\$ 4,458.94	1	\$ 4,458.94			
APX 6500 7/800 Dual Head	\$ 5,190.40	1	\$ 5,190.40			
APX 8500 All Band Remote head	\$ 5,855.43	1	\$ 5,855.43			
APX 8500 All Band Dual Head	\$ 6,271.53	1	\$ 6,271.53			
APX 8000 Portable	\$ 7,785.16	10	\$ 77,851.60	Tax	Shipping	Total
<b>Total</b>			<b>\$108,729.02</b>	\$ 9,106.06	\$ 500.00	\$118,335.08

Year 2 Costs <i>*includes 5% increase from previous year</i>	Cost	QTY	Total			
APX 6500 VHF Remote Head	\$ 4,681.51	1	\$ 4,681.51			
APX 6500 VHF Dual head	\$ 4,874.67	1	\$ 4,874.67			
APX 6500 7/800 Remote Head	\$ 4,681.89	1	\$ 4,681.89			
APX 6500 7/800 Dual Head	\$ 5,449.92	1	\$ 5,449.92			
APX 8500 All Band Remote head	\$ 6,148.20	1	\$ 6,148.20			
APX 8500 All Band Dual Head	\$ 6,385.11	0	\$ -			
APX 8000 Portable	\$ 8,174.42	8	\$ 65,395.34	Tax	Shipping	Total
<b>Total</b>			<b>\$ 91,231.53</b>	\$ 7,640.64	\$ 500.00	\$ 99,372.17

Year 3 Costs <i>*includes 5% increase from previous year</i>	Cost	QTY	Total			
APX 6500 VHF Remote Head	\$ 4,915.58	1	\$ 4,915.58			
APX 6500 VHF Dual head	\$ 5,118.40	1	\$ 5,118.40			
APX 6500 7/800 Remote Head	\$ 4,915.98	1	\$ 4,915.98			
APX 6500 7/800 Dual Head	\$ 5,722.42	1	\$ 5,722.42			
APX 8500 All Band Remote head	\$ 6,455.61	1	\$ 6,455.61			
APX 8500 All Band Dual Head	\$ 6,914.36	0	\$ -			
APX 8000 Portable	\$ 8,583.14	6	\$ 51,498.83	Tax	Shipping	Total
<b>Total</b>			<b>\$ 78,626.83</b>	\$ 6,585.00	\$ 500.00	\$ 85,711.82

Year 4 Costs <i>*includes 5% increase from previous year</i>	Cost	QTY	Total			
APX 6500 VHF Remote Head	\$ 5,161.36	1	\$ 5,161.36			
APX 6500 VHF Dual head	\$ 5,374.32	0	\$ -			
APX 6500 7/800 Remote Head	\$ 5,161.78	1	\$ 5,161.78			
APX 6500 7/800 Dual Head	\$ 6,008.54	0	\$ -			
APX 8500 All Band Remote head	\$ 6,778.39	0	\$ -			
APX 8500 All Band Dual Head	\$ 7,260.08	0	\$ -			
APX 8000 Portable	\$ 9,012.30	6	\$ 54,073.78	Tax	Shipping	Total
<b>Total</b>			<b>\$ 64,396.92</b>	\$ 5,393.24	\$ 500.00	\$ 70,290.16

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Option 2

MOTOROLA SOLUTIONS INC.  
500 W MONROE STREET, STE 4400  
CHICAGO, IL 60661-3781  
USA  
(847) 576-5000

**DAY**  
WIRELESS SYSTEMS

**Proposal**

<b>Prepared For:</b> Suisun Fire Dept.	<b>Date:</b> 6/10/2019
<b>Contact:</b> Greg Renucci	<b>Acct #:</b>
<b>Address:</b> 621 Pintail Dr	<b>PO#:</b>
<b>City/State/Zip:</b> Suisun City, CA 94585	
<b>Phone:</b> 707-425-9133	

Item	Qty	Description	Unit Cost	Total
1	30	APX8000XEall-band ruggedized model 3.5	\$6,938.38	\$208,150.80
2	30	Remote speaker mic XE500 remote green	\$492.80	\$14,784.00
3	4	APX6500 7/800 mHz mid-power mobile (remote head)	\$4,458.94	\$17,835.76
4	4	APX6500 VHF mid-power mobile (remote head)	\$4,458.58	\$17,834.32
5	3	APX8500 all-band mid power mobile (dual head remote)	\$6,271.53	\$18,814.59
6	3	APX6500 VHF mid-power mobile (dual head remote)	\$4,642.54	\$13,927.62
7	3	APX6500 7/800 mHz mid-power mobile (dual head remote)	\$5,190.40	\$15,571.20
8	1	APX8500 all-band mid power mobile (remote head)	\$5,855.43	\$5,855.43
9	30	Vehicle charger IMP ELJ/KIT	\$354.00	\$10,620.00
		VFRC discount 10%	<3239.38>	<3239.38>
				\$0.00
			<b>Equipment / Labor</b>	\$291,054.34
			<b>Shipping</b>	\$ -
			<b>Subtotal</b>	\$ 291,054.34
			<b>8.3% Sales Tax</b>	\$ 24,157.51
			<b>Total</b>	\$ 315,211.85

**Scope of Work:**  
All radio specs for Vacaville/Fairfield regional communications system

**Proposal Valid for 60 Days - Please See Exceptions Below**

<b>Area Sales Rep:</b>	Greg Weisman	
<b>Office:</b>	707-905-6097	
<b>Fax:</b>		
<b>Email:</b>	<a href="mailto:gweisman@daywireless.com">gweisman@daywireless.com</a>	

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June 18, 2019

CITY OF SUISUN CITY

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be lease purchased from Motorola Solutions Inc. The interest rate and payment streams outlined in Equipment Lease Purchase Agreement #24614 are valid for contracts that are executed and returned on or before **June 28, 2019**. After **6/28/19**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC  
Attn: Paul Mecaskey / 44<sup>th</sup> Floor  
500 W. Monroe  
Chicago, IL 60661

Should you have any questions, please contact me at 847-538-3707.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC  
Paul Mecaskey

# LESSEE FACT SHEET

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address CITY OF SUISUN CITY  
\_\_\_\_\_

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

2. Lessee County Location: \_\_\_\_\_

3. Federal Tax I.D. Number \_\_\_\_\_

4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: \_\_\_\_\_

5. Equipment description that you would like to appear on your invoicing: \_\_\_\_\_

**Appropriate Contact for Documentation / System Acceptance Follow-up:**

6. Appropriate Contact & Mailing Address \_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

7. Payment remit to address: **Motorola Solutions Credit Company LLC**  
**P.O. Box 71132**  
**Chicago IL 60694-1132**

Thank you

**EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Lease Number: 24614**

**LESSEE:**

**CITY OF SUISUN CITY**  
701 Civic Center Blvd.  
Suisun City, CA 94585

**LESSOR:**

Motorola Solutions, Inc.  
500 W. Monroe  
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment, software, upgrades of same, extended warranties and other support, and other personal property described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

**1. TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

**2. RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

**4. REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to promptly discontinue use of the Equipment, remove or delete any software which is part of the Equipment from all of Lessee's computers and electronic devices, and peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

**6. LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income

taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon shipment of the Equipment to Lessee hereunder, title to the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; or (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

**12. RISK OF LOSS: DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

**13. INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**14. INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

**15. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

**16. EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

**17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v)

exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

**18.1 PARTIAL PAYMENT/PURCHASE OPTION – GRANT FUNDING.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than \$175,000.00 SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor's request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease.

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

**20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

**22. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

**23. ENTIRE AGREEMENT; WAIVER.** This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of

the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**24. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**LESSEE:**  
**CITY OF SUISUN CITY**

**LESSOR:**  
**MOTOROLA SOLUTIONS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

**CERTIFICATE OF INCUMBENCY**

I, \_\_\_\_\_ do hereby certify that I am the duly elected or  
(Printed Name of Secretary/Clerk )

appointed and acting Secretary or Clerk of the CITY OF SUISUN CITY, an entity duly organized and existing under the laws of the **State of California**, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24614**, between CITY OF SUISUN CITY and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

**IN WITNESS WHEREOF**, I have executed this certificate and affixed the seal of CITY OF SUISUN CITY,

hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_

(Signature of Secretary/Clerk)

**SEAL**

**OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement 24614 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

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Attorney for CITY OF SUISUN CITY

**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A                      24614  
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24614** ("Lease"), between MOTOROLA SOLUTIONS INC. ("Lessor") and CITY OF SUISUN CITY (" Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

<b>QUANTITY</b>	<b>DESCRIPTION (Manufacturer, Model, and Serial Nos.)</b>
	Refer to attached Equipment List.
<b>Equipment Location: CA</b>	

**Initial Term: 49 Months**

**Commencement Date:        6/28/2019**

**First Payment Due Date:    7/1/2020**

**Four (4) consecutive annual payments** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

## EQUIPMENT LIST

1	30	APX 8000XE all-band ruggedized model 3.5
2	30	Remote speaker mic XE500 remote green
3	4	APX 6500 7/800 mHz mid-power mobile (remote head)
4	4	APX 6500 VHF mid-power mobile (remote head)
5	3	APX 8500 all-band mid power mobile (dual head remote)
6	3	APX 6500 VHF mid-power mobile (dual head remote)
7	3	APX 6500 7/800 mHz mid-power mobile (dual head remote)
8	1	APX 8500 all-band mid power mobile (remote head)
9	30	Vehicle charger IMP EU/KIT

Total	\$	315,211.85
less Down-Pmt	\$	(100,000.00)
<b>AMOUNT FINANCED</b>	<b>\$</b>	<b>215,211.85</b>

Lessee: CITY OF SUISUN CITY

**Schedule B (Lease #24614)**

Compound Period: Annual  
 Nominal Annual Rate: 4.853%

**CASH FLOW DATA**

Event	Date	Amount	Number	Period	End Date
1 Loan	6/28/2019	215,211.85	1		
2 Payment	7/1/2020	60,509.00	4	Annual	7/1/2023

**AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year**

	Date	Payment	Interest	Principal	Balance
Loan	6/28/2019				215,211.85
2019 Totals		0.00	0.00	0.00	
1	7/1/2020	60,509.00	10,534.51	49,974.49	165,237.36
2020 Totals		60,509.00	10,534.51	49,974.49	
2	7/1/2021	60,509.00	8,018.22	52,490.78	112,746.58
2021 Totals		60,509.00	8,018.22	52,490.78	
3	7/1/2022	60,509.00	5,471.08	55,037.92	57,708.66
2022 Totals		60,509.00	5,471.08	55,037.92	
4	7/1/2023	60,509.00	2,800.34	57,708.66	0.00
2023 Totals		60,509.00	2,800.34	57,708.66	
Grand Totals		242,036.00	26,824.15	215,211.85	

INITIAL INSURANCE REQUIREMENT: \$215,211.85

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

**EVIDENCE OF INSURANCE**

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24614** to that Equipment Lease Purchase Agreement number **24614** will be maintained by **CITY OF SUISUN CITY** as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

\_\_\_\_\_  
Name of insurance provider

\_\_\_\_\_  
Address of insurance provider

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone number of local insurance provider

\_\_\_\_\_  
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24614**, **CITY OF SUISUN CITY**, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

**Certificate shall include the following:**

**Description:** All Equipment listed on Schedule A number 24614 to that Equipment Lease Purchase Agreement number 24614. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24614 and list any deductibles.

**Certificate Holder:**

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee  
500 W Monroe  
Chicago, IL 60661

**If self insured, contact Motorola representative for template of self insurance letter.**

**STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (# 24614)**

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, **please address the following questions** by completing this form or by sending a separate letter:

- 1.** What is the specific use of the equipment?
  
- 2.** Why is the equipment essential to the operation of **CITY OF SUISUN CITY**?

- 3.** Does the equipment replace existing equipment?  
If so, why is the replacement being made?

- 4.** Is there a specific cost justification for the new equipment?  
If yes, please attach outline of justification.

- 5.** What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

General Fund

- Have dollars already been appropriated for the Lease Payment? Yes -or- No

- If yes, for what fiscal year(s) have appropriations been made? \_\_\_\_\_

Combination of Federal Grant funding supplemented by General Revenues

- What fiscal year(s) is expected to be funded via federal grants: \_\_\_\_\_

- What fiscal year(s) is expected to be funded via general revenues: \_\_\_\_\_

- Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

Other (please describe): \_\_\_\_\_

\_\_\_\_\_

**CERTIFIED LESSEE RESOLUTION (Lease# 24614)**

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) *held on or before the execution date of the Lease*, the following resolution was introduced and adopted. BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between CITY OF SUISUN CITY (Lessee) and Motorola Solutions, Inc. (Lessor).
2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

## Bank Qualified Statement (Lease# 24614)

LESSEE CERTIFIES THAT IT (circle one) HAS or HAS NOT

DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

Form **8038-G**  
(Rev. September 2011)  
Department of the Treasury  
Internal Revenue Service

**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)  
► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

**Part I Reporting Authority** If Amended Return, check here

1 Issuer's name  
**City of Suisun City**

2 Issuer's employer identification number (EIN)

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
**701 Civic Center Blvd**

5 Report number (For IRS Use Only) **3**

6 City, town, or post office, state, and ZIP code  
**Suisun City, CA 94585**

7 Date of issue  
**6/28/2019**

8 Name of issue  
**Equipment Lease Purchase Agreement # 24614**

9 CUSIP number

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)

10b Telephone number of officer or other employee shown on 10a

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11	Education		
12	Health and hospital		
13	Transportation		
14	Public safety	215,211	85
15	Environment (including sewage bonds)		
16	Housing		
17	Utilities		
18	Other. Describe ►		
19	If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>
	If obligations are BANs, check only box 19b		<input type="checkbox"/>
20	If obligations are in the form of a lease or installment sale, check box		<input checked="" type="checkbox"/>

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	7/1/2023	\$ 215,211.85	\$ n/a	4 years	4.853 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22	Proceeds used for accrued interest		
23	Issue price of entire issue (enter amount from line 21, column (b))		
24	Proceeds used for bond issuance costs (including underwriters' discount)		
25	Proceeds used for credit enhancement		
26	Proceeds allocated to reasonably required reserve or replacement fund		
27	Proceeds used to currently refund prior issues		
28	Proceeds used to advance refund prior issues		
29	Total (add lines 24 through 28)		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded  years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded  years

33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)

34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	<b>36a</b>	
<b>b</b>	Enter the final maturity date of the GIC ▶ _____		
<b>c</b>	Enter the name of the GIC provider ▶ _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool obligation ▶ _____		
<b>c</b>	Enter the EIN of the issuer of the master pool obligation ▶ _____		
<b>d</b>	Enter the name of the issuer of the master pool obligation ▶ _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶ <input type="checkbox"/>		
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ <input type="checkbox"/>		
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ▶ _____		
<b>c</b>	Type of hedge ▶ _____		
<b>d</b>	Term of hedge ▶ _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . . ▶ <input type="checkbox"/>		
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ <input type="checkbox"/>		
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ <input type="checkbox"/>		
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____		
<b>b</b>	Enter the date the official intent was adopted ▶ _____		

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative \_\_\_\_\_ Date \_\_\_\_\_ Type or print name and title \_\_\_\_\_

<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶				Firm's EIN ▶
	Firm's address ▶				Phone no.

# EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24614

Lease Schedule A No. : 24614

## EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24614. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF SUISUN CITY

By: \_\_\_\_\_

Date: \_\_\_\_\_

*to complete after delivery*

(REVISED)

## MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL  
AND HOUSING AUTHORITY  
TUESDAY, MAY 7, 2019  
5:15 P.M.

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

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**NOTICE**

Pursuant to Government Code Section 54953, Subdivision (b), the following City Council / Housing Authority meeting includes teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

**ROLL CALL**

Mayor Wilson called the meeting to order at 5:15 PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson.

**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.)

**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.)

**CLOSED SESSION****City Council**

## 1. PERSONNEL MATTERS

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

## 2. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section 54957(b)(1).

Title: Police Chief

**Joint City Council/ Housing Authority**

## 3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

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

Negotiating Party: City Manager and Development Services Director  
Subject: Price and Terms of Payment  
Parties Negotiating With: Lewis Acquisition Company, LLC

**5:16 PM – Mayor Wilson recessed the meeting to Closed Session.**

**CONVENE OPEN SESSION**

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

**7:02 PM – Mayor Wilson recessed Closed Session to continue after the close of the regular  
7:00 PM City Council Meeting.**

**9:08 PM – Mayor Wilson reconvened Closed Session.**

**9:58 PM – Mayor Wilson reconvened the meeting and stated no action was taken in Closed  
Session.**

**ADJOURNMENT**

There being no further business, Mayor Wilson adjourned the meeting at 9:58 PM.

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Linda Hobson, CMC  
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, MAY 7, 2019**

**7:00 P.M.**

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

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**NOTICE**

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by:  
Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

(Next Ord. No. – 758)

(Next City Council Res. No. 2019 – 39)

Next Suisun City Council Acting as Successor Agency Res. No. SA2019 - 04)

(Next Housing Authority Res. No. HA2019 – 04)

**ROLL CALL**

Mayor Wilson called the meeting to order at 7:08 PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson.

Pledge of Allegiance was led by Fire Chief Vincent.

Invocation was given by City Manager Folsom.

**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.)

George Guynn expressed about an Assembly Bill in regard to Prop 13; suggested council oppose the bill; and suggested smaller buses for public transportation.

**CONFLICT OF INTEREST NOTIFICATION - None**

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

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

1. Mayor Appointed Committee Reports
  - a. Recreational Vehicle Ad Hoc Committee Report (Folsom)

b. Noise Ordinance Workshop Report (Folsom/McNamara)

City Manager Folsom reported the Recreational Vehicle Ad Hoc Committee had met on April 24 with about 70 citizens in attendance and the item will be brought to a public hearing for the Council meeting on May 14.

City Manager Folsom reported a workshop was held on May 1 to discuss a noise ordinance with about 12 citizens in attendance and a draft ordinance will be brought to Council.

Consensus of Council was to schedule another workshop and Mayor Wilson recommended all public notifications should be sent in English, Spanish, and Tagalog.

### PRESENTATIONS APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

#### City Council

2. Presentation of Proclamation to Lawrence Gee, Suisun City Representative on the Bicycle Advisory Committee, Proclaiming May 2019 as “Bike Month.”

Mayor Wilson read the proclamation and Council Member Segala presented the proclamation.

3. Proclamations (not presented):

- a. Proclaiming May 11-18, 2019, as “National Safe Boating Week.” (Lofthus).
- b. Proclaiming May 2019 as “Older American’s Month.” (Lofthus).

Mayor Wilson summarized the proclamations.

4. Committee Appointments. (Wilson).

- a. Environment and Climate Committee

Mayor Wilson appointed Eliabeth Ball and Patricia Matteson. Council Member Adams appointed Tristan Du Bois. Council Member Williams appointed Belinda Baugh-Brown.

Motioned by Mayor Wilson and seconded by Council Member Day to appoint the above names to the Environment and Climate Committee. Motion carried by the following roll call vote:

**AYES: Council Members Adams, Day, Segala, Williams, Wilson**

- b. Lighting and Landscaping District Citizen Advisory Committee

Mayor Wilson recommended appointing Belinda Baugh-Brown, Mariah Klein, Douglas Stockins, Jim Wise, and Cindi Witten. (each of these were from a different district) The rest of the committee will be appointed on May 21.

Motioned by Mayor Wilson and seconded by Council Member Day to appoint the above names to the Environment and Climate Committee. Motion carried by the following roll call vote:

AYES: Council Members Adams, Day, Segala, Williams, Wilson

5. Committee Appointments. (City Council).

a. Public Safety Committee

The following were recommended:

Mayor Wilson - Michael Lucsera, Bill Gaither

Council Member Day - Raymond Klein

Council Member Adams - Justin Moore

Council Member Williams - Fatima Neal-Eff

Mayor Wilson stated other appointments would be made on May 21.

Motioned by Mayor Wilson and seconded by Council Member Segala to appoint to the Public Safety Committee. Motion carried by the following roll call vote:

AYES: Council Members Adams, Day, Segala, Williams, Wilson

6. Presentation of Proclamation to Police Department Proclaiming May 13 - 19, 2019 "Police Week" and May 15, 2019 "Peace Officers' Memorial Day." (Paulin).

Mayor Wilson read the proclamation and Council Member Williams presented the proclamation to Interim Police Chief Paulin.

7. Introduction and Swearing-in of new Suisun City Police Officer Ryan Armosino. (Paulin).

Interim Police Chief Paulin introduced Officer Armosino and Deputy Clerk Pock gave the oath of office.

8. Swearing-in of Fire Chief Justin Vincent. (Hobson).

Deputy Clerk Pock gave the oath of office for Fire Chief Vincent.

7: 7 PM – Mayor Wilson recessed the meeting for refreshments.

8:0 PM -Mayor Wilson reconvened the meeting.

**CONSENT CALENDAR**

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

City Council

9. Council Adoption of Resolution No. 2019-39: Ratifying the Emergency Expenditures for Repairs to the Highway 12 Storm Drain Project, Accepting the project as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project (Medill/Lozano).

10. Council Adoption of Resolution No. 2019-40: Adopting the Planning Commission Bylaws and Rescinding the 1997 Planning Commission Rules of Procedure – (McNamara).

Joint City Council / Housing Authority

11. East West Water Transmission Pipeline Project – (McNamara)

- a. Council Adoption of Resolution No. 2019-41: Authorizing the City Manager to Execute Documents Related to the Creation and Sale of a Certain Easement Required to Facilitate the East West Water Transmission Pipeline Project on a Portion of APN 0032-230-280; and
- b. Housing Authority Adoption of Resolution No. HA 2019-04: Authorizing the City Manager/Executive Director to Execute Documents Related to the Creation and Sale of Certain Easements Required to Facilitate the East West Water Transmission Pipeline Project on a Portion of APN 0032-230-290.

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

- 12. 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 April 16, 2019 – (Hobson).

Mayor Wilson pulled Items 10 and 12 from the consent calendar.

Motioned by Council Member Adams and seconded by Council Member Segala to approve Consent Calendar Items 9 and 11. Motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Day, Segala, Williams, Wilson

**Item 10**

Consensus to amend the following in the Planning Commission Bylaws:

Change wherever it says Planning Director to Development Services Director.

. When communicating with the press, Commissioners should be very specific in stating they are speaking for themselves not the Commission as a whole and any communication with the press should be reported to staff.

.6 Change - All members of the Planning Commission may serve in the same office of the Planning Commission for no more than two consecutive terms.

**6.1 Delete – Communications and Petitions**

6. although not required.

Motioned by Council Member Adams and seconded by Council Member Segala to adopt Resolution No. 2019- 0 with the above amendments to the Planning Commission Bylaws. Motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Day, Segala, Williams, Wilson

Mayor Wilson, with consensus of the Council, directed staff to bring back the proposed ordinance on May 21 with the following changes.

**2.20.0 0 Terms Vacancies and Removal**

Codify current practices of staggering and add length of service.

**2.20.050 Failure to Attend Meetings**

Adopted a resolution without being excused by the Mayor.

**Item 12**

**Minutes**

**Item 11 Mayor Chair Report – add with Council consensus, directed staff to bring back an ordinance to require covered trash at commercial sites.**

**Motioned by Council Member Day and seconded by Council Member Williams to approve April 16, 2019 Minutes with the above amendment. Motion carried unanimously by the following roll call vote:**

**AYES: Council Members: Adams, Day, Segala, Williams, Wilson**

**PUBLIC HEARINGS**

**GENERAL BUSINESS**

City Council

13. Council Adoption of Resolution No. 2019-\_\_\_: Authorizing the City Manager to Execute a Master Equity Lease Agreement with Enterprise Fleet Management, Inc. for the replacement of City vehicles and take other actions as necessary – (Dingman/Enterprise Fleet Management).

**This item was pulled by staff and to be brought back in June.**

- 14. General Tax Oversight (Measure S) Committee Annual Update – (Forney/Dingman).
  - a. Accept the Annual Update of the General Tax Oversight Committee on Fiscal Year 2017-18 Measure S Activity; and
  - b. Adopt Resolution No. 2019-42: Accepting the Measure S General Transaction and Use Tax Audit for the Year Ended June 30, 2018.

**Consensus of council was to direct staff to bring back a resolution amending the committee's responsibilities to do more community outreach, re-prioritize and give a mid-joint report before the 2021-22 budget.**

**Motioned by Council Member Segala and seconded by Council Member Williams to adopt Resolution No. 2019- 2. Motion carried unanimously by the following roll call vote:**

**AYES: Council Members: Adams, Day, Segala, Williams, Wilson**

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

15. a. Council/Boardmembers

Council Member Segala suggested everyone get ready for next year's bike ride; it was a lot of fun; reported attending a joint backpack and bicycle meeting.

Council Member Adams reported being appointed by the Solano Mayors to represent the City Councils in Solano County on the CASA Housing and Legislative Working Group and attended five of the meetings.

b. Mayor/Chair

16. City Manager/Executive Director/Staff

City Manager Folsom reported publishing first City Manager's Report on the City website; reminded everyone there were two more council meetings, May 14 and 21, and that May 21 was the budget workshop; and on May 15 there would be a public meeting of the Park and Recreation Commission to discuss the Park Grant

**PUBLIC COMMENT**

(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)

Francis Rodgers expressed concern about crime along the bike trail in Peterson Ranch, home invasions, vehicle break-ins, graffiti. She reported police responses have been slow and the police cannot use video to arrest the perpetrators. Mayor Wilson referred Ms. Rodgers to Police Chief Paulin for further discussion.

**ADJOURNMENT**

There being no further business, Mayor Wilson adjourned the meeting at 9:07 PM and council reconvened in closed session.

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Linda Hobson, CMC  
City Clerk

# 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, MAY 1 , 2019

5: 0 P.M.

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

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### NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following City Council / Successor Agency meeting includes teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

### ROLL CALL

Mayor Wilson called the meeting to order at 5:30 PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson.

### 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.)

### 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.)

### CLOSED SESSION

#### Successor Agency

#### 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8 Real Property Identified by APN's, 0032-091-170, 0032-091-180, 0032-091-190 and 0032-091-200 located at the southwest corner of Civic Center and Driftwood Drive.

Negotiating Party: City Manager and Development Services Director

Subject: Price and Terms of Payment

Parties Negotiating With: Main Street West Partners

#### City Council

#### 2. 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 Performance Evaluation: Development Services Director

3. CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: City Manager.  
Employee organization: SCPOA (Suisun City Police Officers' Association)
4. CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: City Manager  
Employee organization: SCEA (Suisun City Employees' Association).
5. CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: City Manager.  
Employee organization: SCMPEA (Suisun City Management and Professional Employees' Association)

**5: 2 PM – Mayor Wilson recessed the meeting to Closed Session**

**CONVENE OPEN SESSION**

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

**7:20 PM – Mayor Wilson reconvened the meeting and stated no action was taken in Closed Session.**

**ADJOURNMENT**

There being no further business, Mayor Wilson adjourned the meeting at 7:20 PM.

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Linda Hobson, CMC  
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, MAY 14, 2019**

**7:00 P.M.**

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

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**NOTICE**

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by:  
Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

(Next Ord. No. – 758)

(Next City Council Res. No. 2019 – 43)

Next Suisun City Council Acting as Successor Agency Res. No. SA2019 - 04)

(Next Housing Authority Res. No. HA2019 – 05)

**ROLL CALL**

Mayor Wilson called the meeting to order at 7:21 PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson.

Pledge of Allegiance was led by Council Member Adams.

Invocation was given by City Manager Folsom.

**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.)

City Attorney Taylor clarified that at the last meeting some consensus items were done with a nod of their head, however, since we have telephonic participation with Council Member Day, we need to make sure consensus responses are verbal. Also stated that for the public hearing item on tonight's agenda, the City has received some emails and the emails have been summarized by Deputy Clerk Pock to reflect the position of the emailer and the full emails will be a part of the official record.

**CONFLICT OF INTEREST NOTIFICATION - None**

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

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

1. ~~Dredging update (Lozano)~~

**PRESENTATIONS APPOINTMENTS**

(Presentations, Awards, Proclamations, Appointments).

2. Proclamations (not presented):
  - a. Proclaiming May 19 - 25, 2019 as “Public Works Week.” (Medill)

Mayor Wilson summarized the proclamation.

**CONSENT CALENDAR**

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

**City Council**

3. Council Adoption of Resolution No. 2019-43: Authorizing the City Manager to Enter into a Construction Contract on the City’s Behalf with Green Vista Landscape for the Pierce Island Vegetation Removal and Mouse Exclusion Fence Installation Project – (Medill).
4. Initiate and Provide Intent to the Levy and Collection of Assessments for the City’s Maintenance Assessment Districts – (Medill).
  - a. Council Adoption of Resolutions No. 2019-44 Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation and Filing of the Engineer’s Report Related to the Suisun City Maintenance Assessment Districts for Fiscal Year 2019-20.
  - b. Council Adoption of Resolutions No. 2019-45: Declaring its Intention to Levy and Collect Assessments Within the City’s Maintenance Assessment Districts for Fiscal Year 2019-20 and Announcing That the Associated Public Hearing Will Be Held on June 18, 2019.
5. Initiate and Provide Intent to the Levy and Collection of Assessments for the Parking Benefit Assessment District – (Medill).
  - a. Council Adoption of Resolution No. 2019-46: Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation and Filing of the Engineer’s Report Related to the McCoy Creek Parking Benefit Assessment District for Fiscal Year 2019-20; and
  - b. Council Adoption of Resolution No. 2019-47: Declaring Its Intention to Levy and Collect Assessments Within the McCoy Creek Parking Benefit Assessment District for Fiscal Year 2019-20.
6. Council Adoption of Resolution No. 2019-48: Approving the Purchase of a 2019 Groundsmaster 4000-D T4 Commercial Mower – (Medill).

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

7. Council/Agency Approval of the April 2019 Payroll Warrants in the Amount of \$417,234.27. Council/Agency Approval of the April 2019 Payable Warrants in the Amount of \$1,211,396.20 – (Finance).

Motioned by Council Member Segala and seconded by Council Member Adams to approve Consent Calendar. Motion carried unanimously by the following roll call vote:  
**AYES:** Council Members: Adams, Day, Segala, Williams, Wilson

## PUBLIC HEARINGS

### City Council

#### 8. PUBLIC HEARING

Council Introduction and Waive Reading of Ordinance No.758: Amending Chapter 10 of Title 13 (Stormwater Management and Discharge Control) of the Suisun City Municipal Code to Implement the Municipal Regional Stormwater Permit Mandate to Manage Polychlorinated Biphenyls (PCB)-Containing Materials during Building Demolition - (Medill/Lozano).

Mayor Wilson opened the public hearing. Hearing no comments, Mayor Wilson closed the public hearing.

7: 0 PM – Mayor Wilson left the Council Chambers.

7: PM – Mayor Wilson returned.

Motioned by Council Member Adams and seconded by Council Member Segala to introduce and waive the reading the reading of Ordinance No. 758. Motion carried by the following roll call vote:

**AYES:** Council Members Adams, Day, Segala, Williams, Wilson

#### 9. PUBLIC HEARING

Residential Yards and Parking Ordinance – (McNamara)

a. Council Adoption of Ordinance No. 759: An Interim Urgency Ordinance of the City Council of the City of Suisun City, California, Establishing a 45-day Temporary Moratorium on Paving of Greater Than Sixty Percent of the Total Surface Area of any Residential Front Yard and Declaring the Urgency Thereof.

Mayor Wilson opened the public hearing.

George Guynn expressed concern about properties that have already exceeded sixty percent and lack of enforcement during previous years.

Lawrence Woods suggested the City could do better.

Hearing no further comments, Mayor Wilson closed the public hearing.

Mayor Wilson explained this moratorium would only be in effect for the 45-days.

City Attorney Taylor explained the moratorium is for the next 5-days and explained an urgency ordinance requires a four-fifths vote.

Motioned by Council Member Day and seconded by Council Member Williams to adopt Ordinance No. 759. Motion carried by the following roll call vote:

**AYES:** Council Members Adams, Day, Segala, Williams, Wilson

- . Council Introduction and Waive Reading of Ordinance No. : Repealing and Replacing Section 18.36.070 of Title 18 of the Suisun City Code and Amending the Waterfront District Specific Plan, Relating to Regulations for Front, Rear, and Side Yard Areas of Residential Properties. 28.1

Mayor Wilson opened the public hearing.

Anthony Moscarelli, Keith Gallagher, Debra Orsnic, Marcus Woodgrin, Lawrence Woods, George Guynn, Jim Wise, Brandon Gaedner, Eric Somoy, Mariah Klein, and George Medoski expressed concerns about:

- RV and boat storage on property
- Height of fence to block RVs and boats being seen from roads
- Multiple families in single family residential home with multiple vehicles
- Landscaping requirements
- Barking dogs
- Vehicles on driveway with non-op registration
- Parking of vehicles for 72-hours
- Street and sidewalk disrepair

Hearing no further comments, Mayor Wilson closed the public hearing.

Consensus of Council was to have each council member give direction to the Planning Commission to discuss their concerns and where there is a consensus of the Council that is direction to the Planning Commission.

Council Member Day

- Wanted everyone to note that Old Town was different than the rest of the City,
- Stated Old Town does not have sidewalks or wide streets,
- Expressed concern about fire trucks being able to get down the roads,
- Stated RVs and boats cannot be parked on the streets in Old Town,
- Stated a tree should not be required in Old Town or the Crystal School development because the yards are too small.

Council Member Adams expressed concern about:

- Paving 5' of front yard and suggested it for only new development,
- Landscaping 50' of front yard, side yards and rear yards and how it can be enforced,
- Allowing for vehicular and pedestrian traffic in side and rear yards,
- Minimum of 6 inches for safety clearance for storage of vehicles,
- Requiring tree in front yard,
- Suggested RVs and boats being restricted from narrow streets,
- Recommended targeted code enforcement to cite the problems.

Council Member Williams recommended to return to the Planning Commission and to look at:

- Line of site for parking on street,
- Yard size to accommodate boats and RVs,
- Not allowing storage of boats and RVs on the street.

Council Member Segala

- Discussed tree maintenance and trees in front yard,

- Suggested repairing vehicles in driveway prohibited,
- Expressed concern about grandfathering,
- Suggested 60' 0" rule be used for parking in front yard,
- Suggested RVs must be registered.

Mayor Wilson suggested things should be reasonable and not burdensome and suggested the following:

- Landscaping versus hardscape recommended if hardscaped and permeable should be allowed,
- Weeds should be defined according to weed abatement such as weeds in backyards,
- Grandfathering should be addressed,
- Safety clearance from a house should be addressed to conform with Fire Code,
- RVs should be registered and guidelines for parking according to site,
- New development language should be clarified,

Motioned by Council Member Adams and seconded by Council Member Segala to send item to Planning Commission to take action consistent with council direction and comments and that all add-ons for this Item, by the Planning Commission be agenda'd for public comment consistent with the Brown Act.

AYES: Council Members Adams, Day, Segala, Williams, Wilson

## GENERAL BUSINESS

### City Council

10. Informational Report – Public Works Complete Street Safety Assessment – (Medill).

### REPORTS: (Informational items only.)

11. a. Council/Boardmembers

Council Member Day reported there had been a fire today on the old Crystal School lot and fire trucks had trouble getting in to fight the fire and stated the Council needed to get the Public Safety Committee up and running

Council Member Adams was impressed how fast the Fire Department got the fire out and stated he had lost someone very special to him and suggested people show their love and take lots of pictures because you don't know when you won't see them again.

Council Member Williams thanked everyone for coming to the meeting.

Council Member Segala visited Suisun Elementary for bike to school and work and attended the Dixieland Jazz on the waterfront

b. Mayor/Chair

Mayor Wilson

- Reported the Clean Team was meeting this Saturday in the Wal-Mart parking lot;
- Golden Hills Mustang 35<sup>th</sup> Annual Biggest Little Car Show would be held Saturday;
- Stated at the last Council Meeting the Council had reviewed the Planning Commission By-laws and in their by-laws it states that the Council should make recommendations and then it should go back to the Planning Commission for their adoption.

**Consensus was to send the by-laws back to the Planning Commission with Council changes for adoption**

Stated at the last meeting Council with regard to Planning Commissioners speaking to the press and checking with staff beforehand could have a chilling effect on freedom of speech

**Consensus of Council was to encourage commissioners to exercise their right to free speech with regard to the press**

- Fairfield-Suisun Sewer board issue of reviewing our sewers that are twelve inches and below

**Consensus of Council was to create an ad hoc and a Joint Council Members Adams and Williams to the ad hoc to review this.**

#### 12. City Manager/Executive Director/Staff

- 5/15 Park Planning Meeting, City Hall, 7:00 PM for grant application for Montebello Park
- 5/21 Energy efficiency Kickoff at 12:00 noon at Lambrecht Fields
- 5/21 City Council Budget Workshop at 7:00 PM
- MCE on June 4 Council Meeting

#### **PUBLIC COMMENT** - None

(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)

#### **ADJOURNMENT**

There being no further business, Mayor Wilson adjourned the meeting at 10:57 PM.

---

Linda Hobson, CMC  
City Clerk

# MINUTES

## SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, MAY 21, 2019

5: 0 P.M.

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

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### NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following City Council meeting includes teleconference participation by Council Member Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

### ROLL CALL

Mayor Wilson called the meeting to order at 5:30 PM with the following Council / Board Members present: Adams, Day, Segala, Wilson. Council Member Williams was absent.

### 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.)

### 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.)

### CLOSED SESSION

#### 1. PERSONNEL MATTERS

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

#### 2. 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 Performance Evaluation: Fire Chief.

5: 1 PM – Mayor Wilson recessed the meeting to Closed Session.

5: PM – Council Member Williams arrived.

### CONVENE OPEN SESSION

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

7:08 PM – Mayor Wilson reconvened the meeting and City Attorney Taylor reported Item 1 was continued to after tonight's regularly scheduled Council Meeting. Item 2 was discussed and there was no reported action taken.

8: 5 PM – Mayor Wilson reconvened the City Council to Closed Session.

**ADJOURNMENT**

**9:55 PM – Mayor Wilson adjourned the Closed Session and stated no actions had been taken.**

There being no further business, Mayor Wilson adjourned the meeting at 9:55 PM.

---

Linda Hobson, CMC  
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, MAY 21, 2019

7:00 P.M.

---

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

---

### NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by:  
Council Member Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

### ROLL CALL

Mayor Wilson called the meeting to order at 7:09 PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson.

Pledge of Allegiance was led by Council Member Segala

Invocation was given by City Manager Folsom.

### 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.)

Jon Riley, Executive Director of the Solano-Napa Labor Council, presented Mayor Wilson with the 2019 Labor Partnership Award and resolutions from Congressman Thompson, Senator Dodd, and Assemblyman Grayson and Aguilar-Curry.

Raymond Klein reported Congressman Garamendi and Keating introduced the Capacity of America's Primary Evacuation Routes Act (ESCAPE) which would authorize \$1 billion to help communities improve evacuation routes in the wake of increased climate-related disasters across the country.

George Guynn stated having reported numerous times about a resident on his street who has a junk yard and auto repair business that creates a fire hazard and the City has done nothing to remedy the situation.

Alexis Jarreau expressed disappointment with the City; she is co-founder of a non-profit called Found It, working with disabled adults; no adult programs in Solano County. She stated she had

reached out to the mayor and other local representatives several times and not received any response and asked for help to find a place for their semi-monthly meeting. Mayor Wilson apologized, gave her a business card and asked for her to call to set up an appointment to meet.

Pam Pracht reported on continued problem of a truck stop in the Wal-Mart parking lot and asked the Council to help with the problem. Mayor asked staff to bring back a report of what has been done and what are the rules for trucks stopping in Suisun City.

James Berg spoke about the recent fires in the downtown area and the homelessness on Cordelia and the slough area.

Buddy Trujillo reported on the junk yard that Mr. Guynn had reported and stated it should have been taken care of a long time ago; Budget trucks and big rigs parked in residential areas; and stated these problems should be taken care of before new restrictions are created for boat and RV parking.

#### **CONFLICT OF INTEREST NOTIFICATION - None**

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

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

1. Mayor Appointed Committee Reports
2. Dredging update – (Lofthus)

James Berg concerned about his kayaking business and having access to the water. City Manager Folsom assured him that the dredging wouldn't affect his business.

#### **PRESENTATIONS APPOINTMENTS**

(Presentations, Awards, Proclamations, Appointments).

##### City Council

3. Proclamations (not presented):
  - a. Proclaiming May 5, 2019 as “Greater Vallejo Chapter of Jack and Jill, Inc Black Family Day 30-year Celebration.”

Mayor Wilson summarized the proclamation.
4. Committee Appointments. (Wilson).
  - a. Lighting and Landscaping District Citizen Advisory Committee

Mayor Wilson moved to a joint Patricia Madison and Council Member Adams seconded the motion. Motion carried unanimously by the following roll call vote:  
**AYES: Council Members: Adams, Day, Segala, Williams, Wilson**
5. Committee Appointments. (City Council).
  - a. Environment and Climate Committee -none
  - b. Public Safety Committee

Council Member Segala appointed Tom Amin and the Suisun City Fire Association appointed Brian Ermoad.

Motioned by Council Member Day and seconded by Council Member Williams to appoint the above names to the Public Safety Committee. Motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Day, Segala, Williams, Wilson

### CONSENT CALENDAR

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

#### City Council

6. Council Adoption of Ordinance No.759: Amending Chapter 10 of Title 13 (Stormwater Management and Discharge Control) of the Suisun City Municipal Code to Implement the Municipal Regional Stormwater Permit Mandate to Manage Polychlorinated Biphenyls (PCB)-Containing Materials during Building Demolition - (Introduced and Reading Waived on May 14, 2019) - (Medill/Lozano).

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

7. Council/Agency/Authority Accept the Investment Report for the Quarter Ending March 31, 2019 – (Luna).
8. 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 7, 2019 – (Hobson).

Council Member Williams asked that Item 8 be pulled from Consent Calendar.

Motioned by Council Member Segala and seconded by Council Member Adams to approve Consent Calendar Items 6 and 7. Motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Day, Segala, Williams, Wilson

#### Item 8

Motioned by Council Member Williams and seconded by Council Member Segala to continue Consent Calendar Item 8 to June meeting. Motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Day, Segala, Williams, Wilson

### PUBLIC HEARINGS

#### City Council

9. PUBLIC HEARING  
Council Introduce and Waive Reading of Ordinance No. 760: Amending Chapter 2.20 “Planning Commission” of the Suisun City Code – (McNamara).

Mayor Wilson opened the public hearing.

Dennis Clemente, Chairman of Planning Commission, stated in the past the chair would notify Ms. Pock when a commissioner had missed several meetings, she would investigate and then give the information to the mayor, and then it was up to the mayor to decide what to do.

**Hearing no further comments, Mayor Wilson closed the public hearing**

**Mayor Wilson reopened the public hearing.**

Dennis Clemente stated the chair always contacts commissioners before turning it over to Ms. Pock.

**Hearing no further comments, Mayor Wilson closed the public hearing**

**Motioned by Council Member Day and seconded by Council Member Adams to introduce and waive the reading of Ordinance No. 760. Motion carried by the following roll call vote:**

**AYES: Council Members Day, Segala, Williams, Wilson**

## **GENERAL BUSINESS**

### **City Council**

10. Discussion and Direction Regarding the Meeting Time for Regular City Council Meetings – (Folsom).

George Guynn suggested 7:00 – 10:00.

Roxanne Rodriguez stated Suisun was a commuting community.

Raymond Klein was in favor of 6:00 PM and suggested the City have a time management seminar.

**Consensus of the Council was to direct staff to prepare the necessary documents to change the regular meetings to start at 6:00 PM with a guideline to end at 10:00 PM.**

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

11. a. Council/Boardmembers

Council Member Adams commented on our great weather.

Council Member Williams attended the Fairfield-Suisun Unified School District Highest Honors with Mayor Wilson and to award students in Suisun City certificates and toured Shelters Inc

Council Member Segala reported attending the 35<sup>th</sup> Annual Biggest Little Car Show and stated it was a fantastic event.

Council Member Day commented on the Companion Bill that Dr. Klein had discussed and stated it could be very helpful for Suisun City.

b. Mayor/Chair

Mayor Wilson

- Stated the Clean Team did not get to meet on May 18<sup>th</sup> due to rain and postponed it to

June 1 meeting at Fulmar and Peterson and the regular June clean up on June 29 at Marina and Highway 12;

- Attended the car show and presented the Mayor's Choice to as beautiful blue Shelby;
- Attended Blessing of the Blue recognized Julia Rosario as Officer of the Year and Ann Segonni as our Dispatcher of the Year;
- Stated on June 2<sup>nd</sup> there would be a Mayor's Round Table Series faith-based engagement with monthly meetings on Mondays with that group and later in June one would be held on the impact of homelessness in Suisun City and the other on business retention;
- Working with Republic Services on contract issues and appointed Council Member Segala and Adams to an ad hoc committee to work through the issues;
- Marin Clean Energy is due to come back to the Council in a couple of weeks and suggested the item be postponed to a later date and consensus of the council was to postpone.

#### 12. City Manager/Executive Director/Staff

#### **PUBLIC COMMENT**

(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)

#### **ADJOURNMENT**

There being no further business, Mayor Wilson adjourned the meeting at 8:45 PM and reconvened the Closed Session.

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Linda Hobson, CMC  
City Clerk

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# MINUTES

## SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, MAY 28, 2019

5: 0 P.M.

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

---

### NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following City Council meeting includes teleconference participation by Council Member Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

### ROLL CALL

Mayor Wilson called the meeting to order at 5:33 PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson.

### 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.)

### 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.)

### CLOSED SESSION

#### City Council

1. CONFERENCE WITH LABOR NEGOTIATOR  
     Agency negotiator: City Manager.  
     Employee organization: SCPOA (Suisun City Police Officers' Association)
2. CONFERENCE WITH LABOR NEGOTIATOR  
     Agency negotiator: City Manager  
     Employee organization: SCEA (Suisun City Employees' Association).
3. CONFERENCE WITH LABOR NEGOTIATOR  
     Agency negotiator: City Manager.  
     Employee organization: SCMPEA (Suisun City Management and Professional Employees' Association)

5: PM – Mayor Wilson recessed the City Council to Closed Session.

### CONVENE OPEN SESSION

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

7:15 PM – Mayor Wilson reconvened the City Council and stated no actions had been taken.

**ADJOURNMENT**

There being no further business, Mayor Wilson adjourned the meeting at 7:15 PM.

---

Linda Hobson, CMC  
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, MAY 28, 2019**

**7:00 P.M.**

---

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

---

**NOTICE**

*Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by:  
Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.*

(Next Ord. No. – 761)

(Next City Council Res. No. 2019 – 49)

Next Suisun City Council Acting as Successor Agency Res. No. SA2019 - 05)

(Next Housing Authority Res. No. HA2019 – 05)

**ROLL CALL**

Mayor Wilson called the meeting to order at 7:20 PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson.

Pledge of Allegiance was led by Council Member Williams

Invocation was given by City Manager Folsom.

**PUBLIC COMMENT**

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

Steve Olry discussed the pollution of Suisun City and the lack of clean up, closed businesses, economic condition of the City, and lack of code enforcement.

Henry Hanke discussed Mello Roos taxes being collected, complained about tree maintenance in his neighborhood and the damage to his daughter’s car.

George Guynn expressed concern about properties with unregistered cars, multiple cars parked in backyards, and weeds and the City’s lack of enforcement; suggested the City work on current code enforcement rather than recreational vehicles parking restrictions; and opposed time change for Council meetings.

Chief Paulin reported Code Compliance had gone out last week and resident was warned about vehicle registration, warned about 72-hour vehicle parking on street, and code enforcement will continue to monitor the situation.

Raymond Klein discussed time of Council meetings and suggested the day might be changed in order to de-conflict with Fairfield.

**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.)*

**GENERAL BUSINESS**

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

1. Fiscal Year 2019-20 Annual Budget Workshop and Presentation of Conceptual Fiscal Year 2019-20 Budget Strategy - (Folsom/Dingman/Corey).

Fire Chief Vincent explained the necessity of a staffed fire department.

Thomas Kamin, volunteer fireman for 23 years, discussed fire and medical training, funding with future developments.

Greg Renucci, involved with fire department since 1997, concerned about limiting staffing, contracting services would cost more money.

Raymond Klein discussed increase fire risk, need for mutual aid with a volunteer fire department, and City can't afford not to have a staffed fire department.

George Guynn expressed concern about generating revenue for staffed fire department, suggested chopping budget service increases, comprise and stay within budget.

**Consensus of Council was to go with Option 1 with regard to fire department:**

**2 Division Chiefs, 3 Fire Captains, and 3 Fire Engineers**

**And to direct staff to look into funding options and ask the voters to fund it.**

**Consensus to leave to the discretion of the City Manager when resources become available, to fix Harbor Master building gutters, the Joe Nelson Center roof, and updating the City website.**

**Consensus to fund or prioritize strategic investment and revenue generation plan into the City Strategic Plan.**

Raymond Klein suggested taxes or development fees to generate revenue to fund fire department and do a better job of informing citizens of the City's needs by sending emails.

Steve Olry stated the City needed to find ways to generate revenue rather than dumping the burden on the citizens and suggested the fire department piggy-back with the fire on medical situations. Chief Vincent stated the police department did not have any medical training.

George Guynn stated roofs and infrastructure costs more to fix if it is let it go, limit on how much citizens can or should be taxed, Council should look at bringing new businesses in that generate revenue.

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

2. a. Council/Boardmembers

Council Member Williams reported attending Yacht Club Open House, met with Sustainable Solano, met with Principal Newberg at Suisun Elementary.

Council Member Segala complimented code enforcement for quick response about a motorcycle appearing in someone's yard, American Legion Post 182 put flags along Highway 12 showing support for Travis Air Force base, public works event tomorrow at 11:00 AM at Peterson Road.

b. Mayor/Chair

Mayor Wilson complimented staff for all their hard work on the budget.

3. City Manager/Executive Director/Staff

**PUBLIC COMMENT**

*(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)*

**ADJOURNMENT**

There being no further business, Mayor Wilson adjourned the meeting at 9:32 PM.

---

Linda Hobson, CMC  
City Clerk

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## AGENDA TRANSMITTAL

**MEETING DATE:** June 25, 2019

**CITY AGENDA ITEM:** General Business: Consideration of Resolution No. 2019 - \_\_\_\_\_  
Establishing the Regular Time of the Suisun City Council Meetings.

**FISCAL IMPACT:** Minimal positive fiscal impact with some potential overtime savings.

**BAC GROUND:** Chapter 2.04 – City Council. The City of Suisun City Code establishes the place, day, and time for regular meetings of the City Council. The ordinance was last amended in November of 1989 establishing 7:00 pm as the meeting time.

**STAFF REPORT:** Regular City Council meetings have been set at 7 pm since 1989. This start time has not been discussed in thirty years and staff is bringing this forward for discussion and direction. Staff reviewed the starting time for neighboring cities in Solano County and they are split between 6pm and 7pm start times:

- Vallejo – 7pm
- Fairfield – 6pm
- Vacaville – 6pm
- Benicia – 7pm
- Dixon – 7pm
- Rio Vista – 6pm

This issue was discussed at the May 21<sup>st</sup> Council meeting and direction was given to staff to come back with a Resolution to begin Council meetings at 6:30pm and not taking on new business after 10pm.

**RECOMMENDATION:** Staff recommends moving the start time to six thirty (6:30) pm as the regular meeting time of the City Council beginning in July with the policy of not taking on new business after 10pm.

**ATTACHMENTS:**

1. Resolution No. 2019-\_\_\_\_\_: A Resolution of the City Council of the City of Suisun City Establishing the Regular Time of the Suisun City Council Meetings.
2. Resolution No. 89-142: A Resolution of the City Council of the City of Suisun City Establishing the Regular Time of the Suisun City Council Meetings.

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

Greg Folsom, City Manager  
Greg Folsom, City Manager  
Greg Folsom, City Manager

**RESOLUTION NO. 2019-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN  
CITY ESTABLISHING THE REGULAR TIME OF THE SUISUN CITY  
COUNCIL MEETINGS**

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**WHEREAS**, Ordinance No. 510, adopted and approved by the City Council of the City of Suisun City on March 5, 1985, provides for the establishment of the meeting time of regular Council meetings; and

**NOW, THEREFORE**, be it resolved by the City Council of the City of Suisun City does hereby resolve that the meeting time for regular meetings of the Suisun City Council shall be six thirty (6:30) PM.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 25<sup>th</sup> day of June 2019 by the following vote:

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

**WITNESS** my hand and the seal of said City this 25<sup>th</sup> day of June 2019.

\_\_\_\_\_  
Donna Pock, CMC  
Deputy City Clerk

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RESOLUTION NO. 89-142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
ESTABLISHING THE REGULAR TIME OF THE SUISUN CITY COUNCIL MEETINGS

WHEREAS, Ordinance No. 510, adopted and approved by the City Council of the City of Suisun City on March 5, 1985, provides for the establishment of the meeting time of regular Council meetings; and

NOW, THEREFORE BE IT RESOLVED the City Council of the City of Suisun City does hereby resolve that the meeting time for regular meetings of the Suisun City Council shall be seven o'clock (7:00) PM.

CERTIFICATION

I, ARLYS HERBAUGH, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing is a full, true and correct copy of a resolution duly introduced, passed and adopted by the said City Council at a regular meeting on Tuesday, the 21st day of November, 1989 by the following vote:

AYES:	COUNCILMEMBERS	<u>Lotz, Rundlett, Day, Dodini, Spering</u>
NOES:	COUNCILMEMBERS	<u>None</u>
ABSENT:	COUNCILMEMBERS	<u>None</u>

WITNESS my hand and seal of the said City this 21st day of November, 1989.

  
Arlys Herbaugh, City Clerk

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## AGENDA TRANSMITTAL

**MEETING DATE:** June 25, 2019

---

**CITY AGENDA ITEM:** Police Department and Fire Department Annual Reports.

---

**FISCAL IMPACT:** There would be no fiscal impact associated with this report.

---

**BACKGROUND/STAFF REPORT:** Presentation on Suisun City Police Department 2018 annual statistics and 2019 issues on the horizon; and the Suisun City Fire Department 2018 Annual Report.

---

**RECOMMENDATION:** Informational Only.

---

**ATTACHMENTS:**

1. Suisun City Police Department 2018 Annual Report.
2. Suisun City Fire Department 2018 Annual Report.

---

**PREPARED / REVIEWED BY:** Scott Paulin, Interim Police Chief/Justin Vincent, Fire Chief  
**APPROVED BY:** Greg Folsom, City Manager

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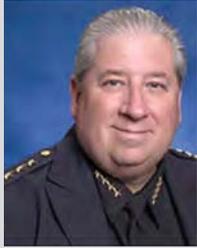


**SUISUN CITY**  
POLICE DEPARTMENT  
Annual Report

2018

[police.suisun.com](http://police.suisun.com)

# CHIEF KREINS



On behalf of the dedicated staff of the Suisun City Police Department I am pleased to present our 2018 Annual Report. The women and men of the Suisun City Police Department are committed to providing quality public safety services to our community. We are very proud of our dedicated employees and volunteers who, through their daily activities, are making a positive difference by enhancing safety and security in Suisun City.

2018 was a year of significant change and transition for our department, especially in our supervisory and command staff. Our long-term Police Chief, Tim Mattos, left the agency to pursue a career as the Director of Public Safety for the Rohnert Park Public Safety Department. Our Police Commander, Andrew White, left our department to become the Chief of Police in Clearlake, California; and, we have experienced turnover in our sworn supervisory staff.

As we move forward by adapting to change and transitional staffing issues, we have doubled down on our continuing efforts to provide the community with quality public safety services. Our staff constantly evaluates our operations so that we may use our resources as efficiently and effectively as possible.

As we embrace the challenge of change and diminishing resources, I am confident that we can all agree that Suisun City is a safe community because of our organization’s emphasis in providing outstanding law enforcement services to our residents and our business community.

No organization has all of the necessary resources to effectively manage a community’s public safety needs. The success of our organization is dependent upon our community policing philosophy and the collaborative partnerships that we have established and nurtured within our city. The members of the Suisun City Police Department are committed to ensuring that our city continues to be a desirable and safe community in which to live, work and play.

Your Police Department is fortunate to have an excellent reputation with our allied members of the law enforcement profession and members of our community. We place a high value and priority on maintaining both, so it is imperative that we continue to look for ways to improve communication, seek feedback and effectively manage our resources.

In addition to these priorities, we are focused on providing VALUE in our policing efforts. Those VALUE Goals include:

- Reduce criminal victimization
- Call offenders to account
- Reduce fear and enhance personal security
- Guarantee safety in public places
- Use financial resources fairly and effectively
- Use force and authority fairly and effectively
- Satisfy customer demands – Achieve legitimacy with the community we serve

Thank you for your interest in our 2018 annual report.

Sincerely,

*Joseph M. Kreins*

Chief of Police  
Suisun City Police Department

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Patrol.....	3	Code Enforcement.....	7
Dispatch Statistics.....	4	2019 Outlook.....	8

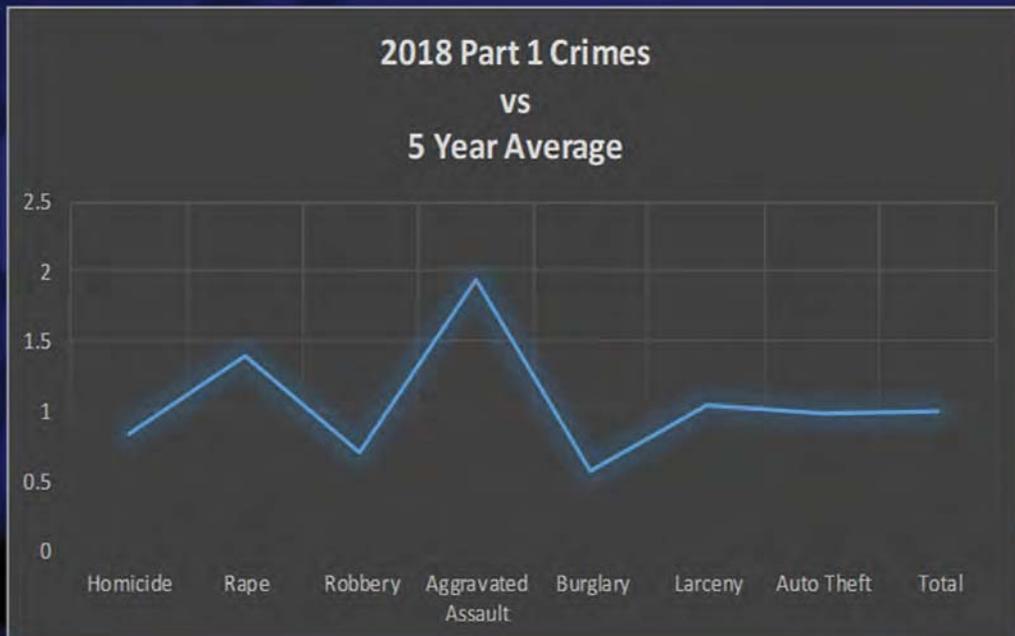
# CRIME STATISTICS

Every year police departments from around the country report crime statistic data to the Federal Bureau of Investigations (FBI). These crime statistics break crimes into two categories, Part-1 Crimes, which are the most significant crimes and Part-2 crimes which are lesser in nature. These statistics are referred to as the Uniform Crime Report (UCR). Crimes captured in Part-1 crime reporting include; homicide, rape, robbery, aggravated assault, burglary, larceny and auto theft.

In 2018, Suisun City experienced 787 Part-1 crimes. This rate is consistent with Suisun City’s Part-1 crime rate for the past five years. The crimes with increased reports were aggravated assaults and rapes, while robberies and burglary reports decreased. The crime rates associated with homicide, larceny and auto theft remained consistent with the five year average.

BELOW IS A CHART DEPICTING THE FIVE YEAR COMPARISON OF PART-1 CRIMES.

PART 1 CRIMES	2014	2015	2016	2017	2018
Homicide	1	1	0	3	1
Rape	9	5	14	8	14
Robbery	29	20	23	38	18
Aggravated Assault	29	55	41	52	77
Burglary	109	120	80	110	54
Larceny	393	659	495	490	533
Auto Theft	104	97	80	90	90
TOTAL	674	957	733	791	787





## PERSONNEL

In 2018 the Suisun City Police Department experienced significant changes in the organization and administration. Police Chief Tim Mattos left the City to take the position of Public Safety Director in Rohnert Park. Commander Andrew White left the City to take the position of Police Chief in Clearlake. In addition to those in administration; Sergeant Jeffery Henderson, School Resource Corporal Lex Egbert, Officer Cheryl Kondratieff and Dispatcher Victoria Fisher all left the organization in 2018. The department welcomed new officers, Scott Heine, Ernesto Zaragoza, Cody Marler, Cesar Dominguez, Public Safety Dispatchers Haley Alexander, Amanda Prusak, Community Service Officer Danielle Lobao, and School Safety Traffic Officer Don Hafich. Interim Chief of Police Joseph Kreins brought a wealth of knowledge and experience to the department and guided the agency through a difficult transition.



The department also saw numerous promotions in 2018. Sergeants Daniel Healy and Jeremy Crone were promoted to the position of Police Commander. Corporal Lisa Carlock and Officer Joe Elliott were promoted to the position of Police Sergeant. Amber Kent was reclassified to the position of Dispatch and Records Supervisor.

Overall 2018 challenged the personnel to fill new roles and continue the positive forward momentum of the organization. Police officers, public safety dispatchers, and professional staff worked diligently to ensure the continued success of the organization. The department personnel ensured that the safety and service of the community never waned throughout this transition. The City of Suisun should be proud of the SCPD personnel and know they are here 24 hours a day, every day to ensure this is a safe place to live, work and raise a family.

## COMMUNITY

The SCPD is especially grateful to serve such an engaging community. Sworn officers, dispatchers and professional staff contact thousands of residents each year. We meet our community in person on calls for service, at events and while on patrol. We also contact the community when they call dispatch or reach out to us via our mobile application or Facebook page.

These interactions lead to great partnerships with our community. In 2014 SCPD personnel received and responded to 455 extra patrol requests. In 2018 due to our myriad of communications, SCPD received and responded to 1165 extra patrol requests! That increase marks a 256% increase in extra patrol requests by our community over five years.

Of course we also love interacting with our community when it is not related to a specific call for service or extra patrol. From our cadet program, which is open to youth from 8th grade graduation until their 21st birthday, to our foot patrols in the areas with dense pedestrian traffic, to the National Night Out and the 4th of July Extravaganza, we are grateful to serve our community.



Police Officers and Public Safety Dispatchers are the backbone of any police department. They are usually the first person you will speak to when you have an emergency or call the police department for a crime report. Because of this, a lasting impression of the police department as a whole is often made through the first contact with this one officer or dispatcher

## PATROL

Patrol is the primary component of any municipal law enforcement agency. As a full service police department, SCPD patrols the City 24 hours a day 365 days a year. The women and men of the SCPD work hard to enforce laws, investigate crimes, assist the community and address quality of life issues throughout the City. Patrol officers respond to calls for service and conduct officer initiated activities, such as traffic and pedestrian stops.



In 2018 SCPD patrol officers made 1074 arrests. This number is lower than the 5-year average. Many factors should be considered for this decrease, however the decriminalization of certain crimes and the reduction of crime classifications has had a statistical impact not only in Suisun City, but across California. Crime reporting for 2018 followed a similar down turn as arrests.

SCPD personnel receive training on dealing with persons in crisis. This training includes communications and de-escalation techniques for helping those in crisis. SCPD officers responded to 112 mental health calls in 2018, which represented a 20% decrease in mental health calls for service versus the five-year average. These numbers may demonstrate that people in crisis are receiving mental health interventions earlier in the process and are not escalating to calls for service. Overall long-term data will be needed to determine if this a trend or simply a one-year reduction.

## CORE VALUES



### SERVICE :

We are dedicated to delivering the highest quality of service to our community.



### INTEGRITY :

We recognize that our actions must continuously justify the trust bestowed to us by those we serve.



### RESPECT :

We understand that we are not granted respect, but rather we earn respect by demonstrating respect in all that we do.



### LEADERSHIP :

We expect all of our personnel to be leaders within the organization and within the community.



### INNOVATION :

We will always seek opportunities to improve our quality and level of service, through innovations by our employees and the community.

## DISPATCH STATISTICS

The Suisun City Police Department Communications Center dispatches both police and fire. SCPD dispatch personnel are unique in that they also assist all customers that come into the police department lobby and perform all police department records functions.

The Suisun City Police Department's Dispatch Center is staffed with a total of 8 full time dispatchers. All dispatch personnel attend a police dispatch academy for three weeks, where they are trained to handle any situation that may arise from a residential alarm call to a child not breathing. After formal training, dispatchers go through an individual training program ranging from 6-7 months before they handle the communications center solo.

The Dispatch Center is fully committed to community oriented policing and are always ready to help and provide insight and advice for the citizens in our community.

Dispatchers are often the first and only point of contact a citizen will have with the police department and great pride is taken in ensuring calls to our communications center are handled professionally and the end result is the best outcome possible for those involved.



## DISPATCH & RECORDS PROJECTS

### Projects Completed in 2018

#### VIPER 9-1-1 System Upgrade

- In cooperation with the California Governor's Office of Emergency Services, the Suisun City Police Department dispatch center upgraded to a new 9-1-1 call taking system. The new telephone system will afford citizens the ability to text 9-1-1 when the technology is rolled out across Solano County.

#### Dispatch Center Remodel

- The Suisun City Police Department dispatch center received a complete remodel of the dispatch consoles, furniture, paint and carpet in October 2018. This remodel was made possible by residual funds from the 9-1-1 system upgrade and was long overdue as the previous furniture was nearly 15 years old. The new equipment has advanced the ergonomics for the hard working Public Safety Dispatchers as they are able to customize the workstations to fit their individual needs.

#### Annual Report Preparation and Data Collection

- The Suisun City Police Department Public Safety Dispatchers are a critical component in the gathering of statistics that make reports such as these possible. Not only do they answer and enter calls from citizens, they are also the record keepers of the Department.

### Projects on the Horizon for 2019

#### Motorola Radio Upgrade

- In partnership with the City of Vacaville, City of Fairfield and Solano County Sheriff's Department, the Suisun City Police Department dispatch center's public safety radio system will be upgraded to the Motorola ASTRO P25 Interoperable Communications System. The new radios will be digital versus analog and allow for interoperability with all Solano County agencies during critical incidents.

#### Sunridge RIMS CAD/RMS System Acquisition

- As part of a Countywide interoperability initiative, the Suisun City Police Department will receive a new Computer Aided Dispatch (CAD) and Records Management (RMS) system in June 2019 that will replace the current CAD/RMS from 2002. The RIMS CAD/RMS system will allow Countywide agencies to share information and calls for service and promote a seamless workflow for the police department across all units and divisions. The new CAD/RMS system is extremely advanced when compared to the current CAD/RMS and will make all departmental employees more proficient in their day to day duties and responsibilities.



The Suisun City Police Department Communications Center dispatches both police and fire personnel and is unique in the fact that we also assist all customers that come into the police department lobby and perform all police department records functions.

## PROPERTY & EVIDENCE

The Property and Evidence Unit is part of the Support Services Division and is staffed by one part-time Community Service Officer. They are responsible for the secure storage of all items collected by department personnel including evidence, found property and those items taken for safekeeping and destruction.

All property and evidence collected by the Department is stored in the secured Property and Evidence Room until the cases are complete and specific records retention requirements are met.

The Property and Evidence CSO is responsible for the proper storage of all of these items, the preservation of the items for possible analysis and the lawful release or disposition of the items.



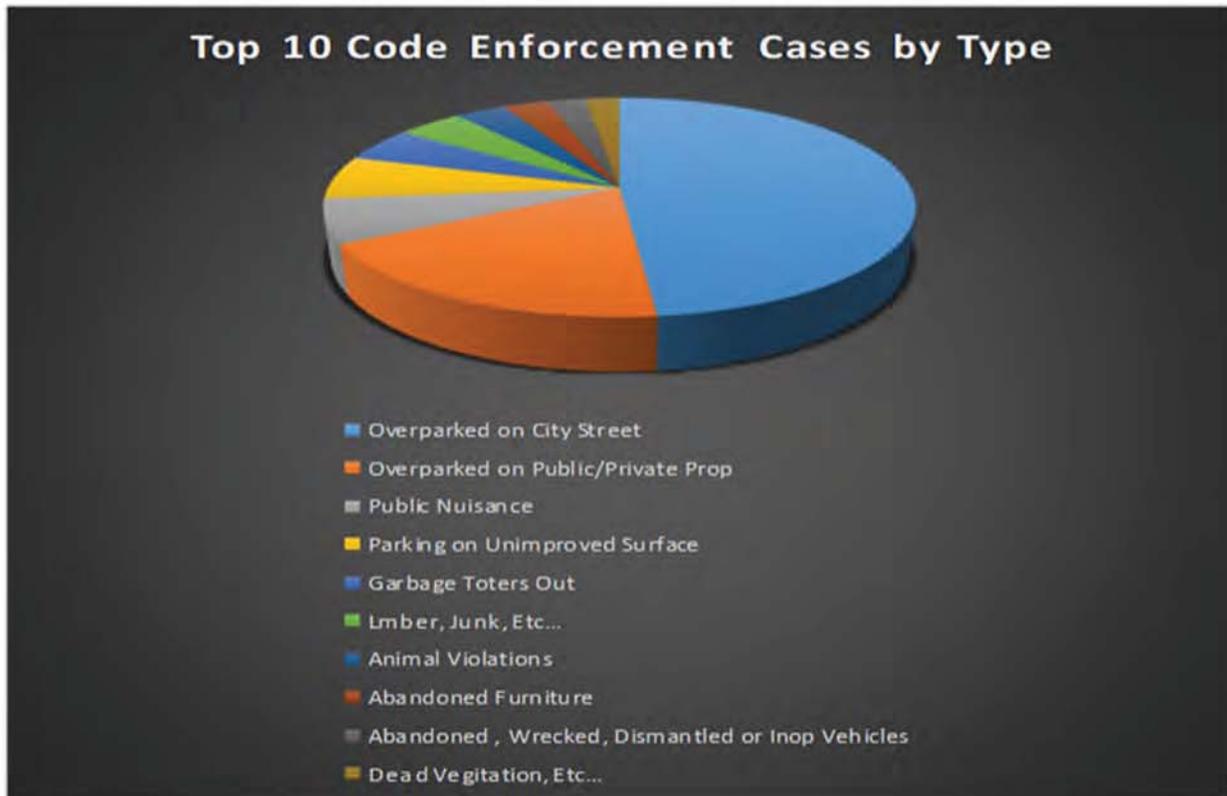
## TRAFFIC

The Suisun City Police Department is committed to reducing the number of collisions in the City. Reduction of collisions, specifically traffic collisions that result in injury can be reduced through enforcement and education. SCPD officers investigated 300 traffic collisions in 2018, of those 113 were collisions with injury and 187 were collisions without injuries. These numbers represent a decline in the number of non-injury collisions over the five year average, while the injury collision number is consistent with the five year average.

In 2018 SCPD officers conducted 3,355 traffic enforcement stops. These stops resulted in 1,173 moving citations issued. Violators not issued moving citations either received a fix-it-ticket or a verbal warning. Throughout the City, traffic stops and parking violation investigations by police officers and community service officers resulted in 3,452 parking, mechanical and registration violations being issued on vehicles out of compliance.

## CODE ENFORCEMENT

The Suisun City Police Department includes the Code Enforcement element for the City. Code Enforcement is a vital component of the police department and the City. Code Enforcement addresses quality of life issues and targets areas of blight for compliance with Suisun City Municipal Codes. In 2018, SCPD Code Enforcement handled over 1,800 code enforcement cases. Approximately half of these violations were referred to code enforcement by citizens through our online, telephone and email referral systems. The other half of the cases were created by code enforcement conducting proactive patrols throughout the City and identifying municipal code and vehicle code violators.



The mission of the Code Enforcement Unit is to enforce city codes to eliminate blight that invites crime and contributes to the deterioration of our neighborhoods. The unit handles a variety of cases that occur on both public and private property. The unit works hard to clean up and improve our neighborhoods.

The team consists of three Community Service Officers, who are supervised by the Support Commander. The Code Enforcement team works with other departments within city government such as the Public Works Department and City Attorney's Office.

## SUISUN CITY POLICE DEPARTMENT 2019

The City of Suisun and the Suisun City Police department has gone through significant changes in 2018. The City and the Department will be headed into a new era in 2019. The Department will continue to seek highly qualified people for positions within the organization. The women and men of the Suisun City Police Department have made significant personal sacrifices to ensure the City was staffed 24 hours-a-day to keep the City safe. The officers, dispatchers and support staff have demonstrated their resolve through this transition. In 2019 the Department is optimistic for the future. The Department looks forward to working collaboratively with the new Police Chief to serve the diverse community of Suisun City. The residents, business owners and developers should take great pride in this community as we move forward together.



We are in the PEOPLE business.  
Our people take pride in providing the highest level of quality  
service to the COMMUNITY.

APPLY TODAY: [www.calopps.org/city-of-suisun-city](http://www.calopps.org/city-of-suisun-city)



# 2018

## Suisun City Fire Department Annual Report



Dedication | Team | Integrity | Professional | Leadership | Tradition

### *Message from the Chief...*

On behalf of the members of the Suisun City Fire Department, I would like to extend our sincerest gratitude to the residents of Suisun City for their continued support through the last year. It is an honor for us to serve and protect all of those that live, work, and travel through the City of Suisun City.

In this annual report you will find 2018 statistical information about the Suisun City Fire Department and other anecdotal information in regard to the fire department in 2018. As my first year as the Fire Chief of Suisun City, I am very proud of the members of this department, past and present, for their dedicated service. I look forward to continuing on a path of excellence as we embody our new motto;

*"Semper Progrediens"*

(Always Progressing)

Respectfully,

Justin Vincent, M.S



**Suisun City Fire Department**  
621 Pintail Dr.

**Suisun City, CA 94585**  
Phone (707) 421-7205  
Fax: (707) 421-7398



## History of the SCFD

The Suisun City Fire Department originally started as a fire brigade, staffed by Union Army soldiers. The Suisun City Fire Department was formed on April 27, 1861. The first-hand pump was purchased from the City of San Francisco. This hand pumper was an 1857 Hunniman design that was made by a former apprentice to Paul Revere

In 1928, the fire department purchased its first motorized fire engine, an American LaFrance pumper engine. In 1977, Sunset Avenue was opened, and the City of Suisun City started to grow from a population of about 2,300 people. In August of 1978, The City of Suisun City hired its first paid employee, Fire Chief Jim Pennington.

Suisun City now has a population of over 29,000 people and covers approximately 4.5 square miles. The fire department has one (1) paid Fire Chief and (3) three paid Fire Captains. There are currently 23 volunteer fire department members protecting Suisun City. The fire department responds to almost 2,500 emergencies per year from a single fire station on Pintail Drive. The department apparatus now includes (2) Type 1 - Fire Engines, (1) 105-foot ladder truck, (2) Wildland apparatus, and (2) Command Vehicles. Suisun city is an all-risk and all-hazard fire agency that is part of the statewide mutual-aid system. The Suisun City Fire Department is a BLS agency providing EMT level medical care on all responding apparatus.

### Mission Statement

To ensure the protection of life and property through effective and efficient delivery of professional firefighting, fire prevention, and emergency medical services to the communities of Suisun City.

### Vision Statement

Provide professional fire prevention and emergency response services to protect the people, property, businesses, and facilities within the City of Suisun City from the adverse effects of fire, injury and illness, and all potential hazardous conditions.

### Core Values

Core values are essential and enduring tenets, a set of general guiding principles, not to be compromised for short-term expediency. In order to accomplish its mission with the highest degree of professionalism, integrity, efficiency, and service to the city, the Suisun City Fire Department has identified the following core values:

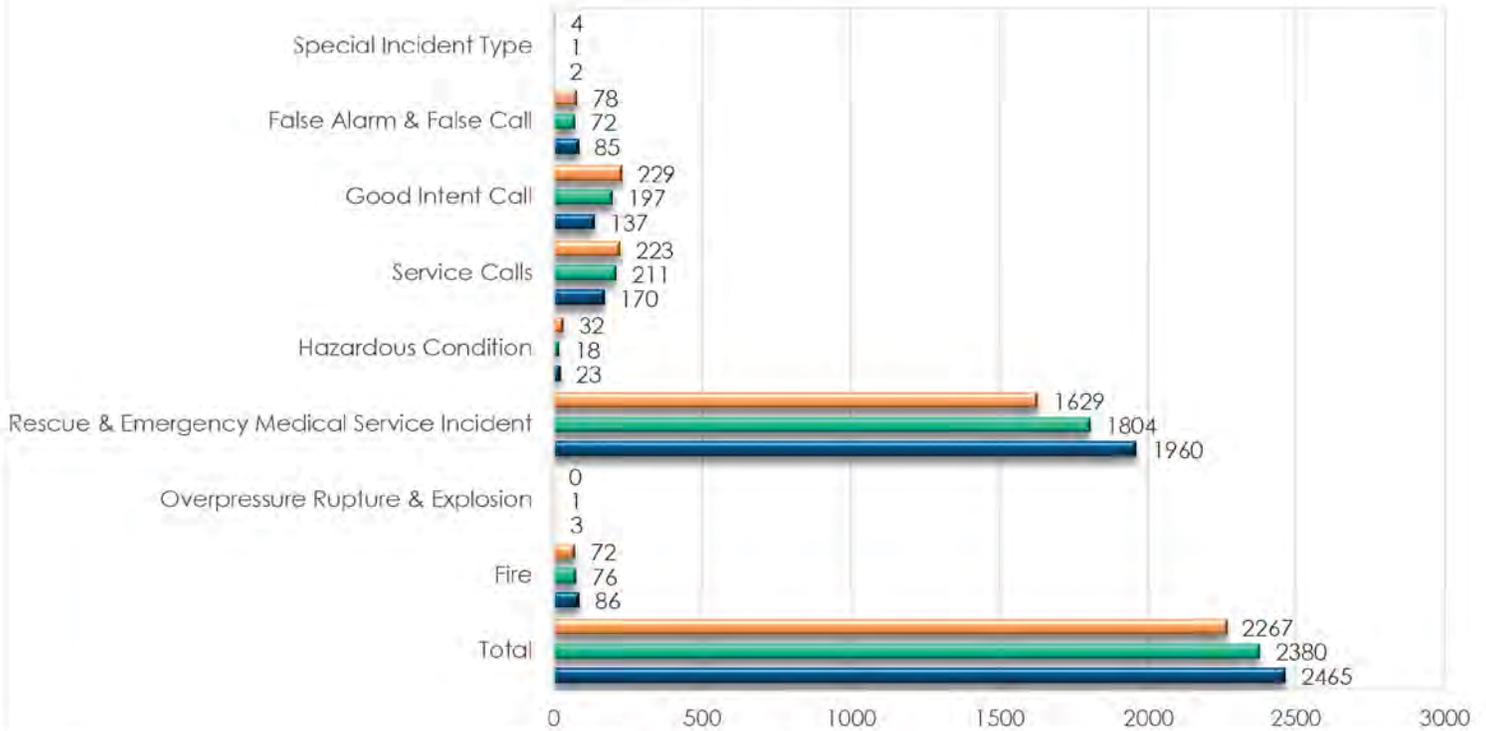
- Dedication:** "Serve our city and department to the best of our ability".
- Teamwork:** "A group of individuals striving to reach common goals".
- Integrity:** "City partnerships based on trust, respect, and accountability through service".
- Professional:** "Consistently demonstrate a high standard".
- Leadership:** "Providing guidance and support throughout the city and department."
- Tradition:** "Preserving and carrying forward the legacy of those who served before us."



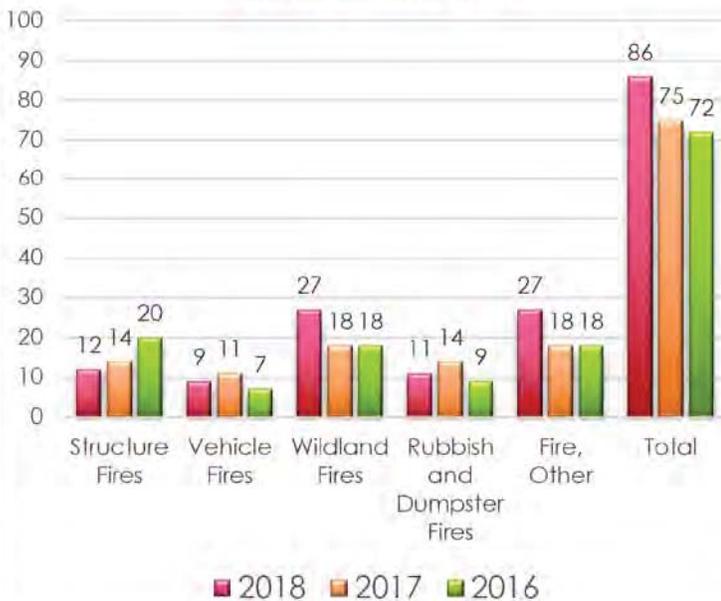
### Total Call Volume (over three years)

**2018 call volume 2465**

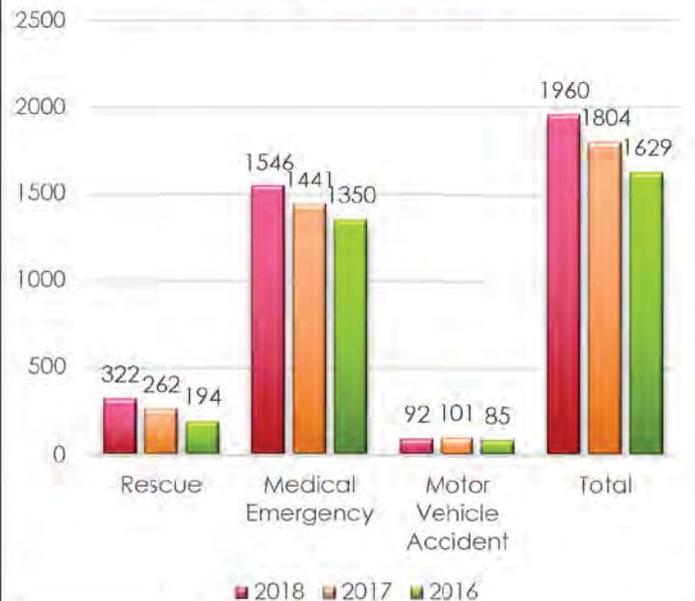
2016 2017 2018



### Fire Calls 2018 Calls 86



### EMS and Rescue 2018 Calls 1960

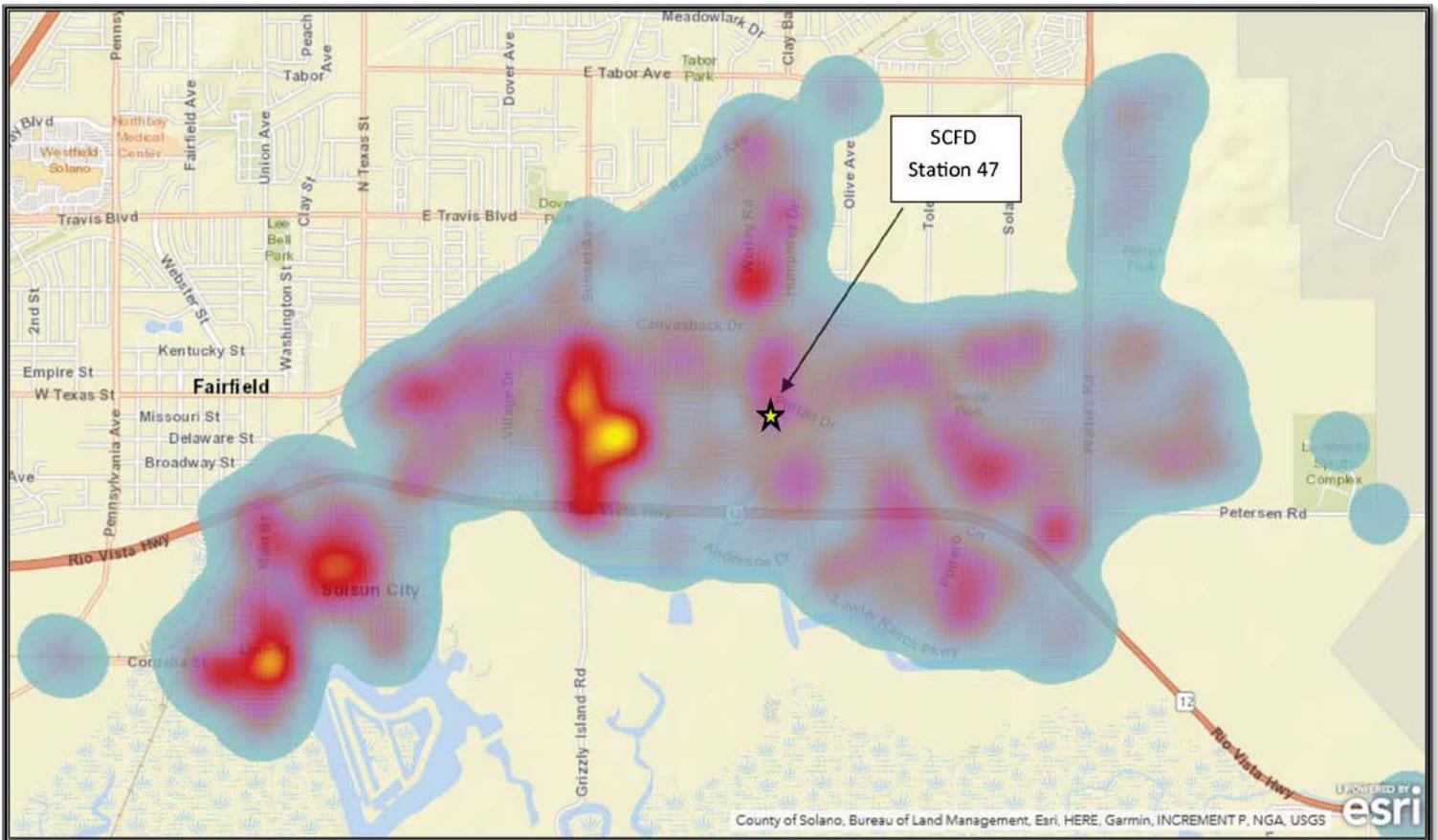


### Major Incidents Responded to

- Grizzly Island Road Fire
- Nelson Fire
- Grizzly Fire
- Branscombe Fire
- Nurse Fire
- Snell Fire



### 2018 Call Locations



## 2018 Department Achievements

- A third paid Fire Captain position was created and filled for the first time in department history. Increasing the total staffing level and allowing for a 24-hour staffing schedule to be implemented.
- Took delivery of a Type 1, all risk, fire engine (Engine 48).
- Held a recruitment campaign for the volunteer firefighter program to start to increase staffing levels on the department.
- Revamped the Training Program.
- Held two live-fire trainings for fire department members.
- Remodel of the fire station administrative office areas.



### Retirements

Fire Chief, Michael O'Brien

Battalion Chief, Jeffery Dennis

Fire Captain, Gregory Bounds Sr.

Fire Captain, Marc Renucci

### New Hires

Fire Chief, Justin Vincent

Fire Captain, Joshua Danner

Recruit, Bryan Smith

Recruit, Jian Eddinger

Recruit, Daniel Holt

Recruit, Anthony Caddell

Recruit, Che Salabarria

## Achievements



### 2018 SCFD Firefighter of the Year

Suisun City Fire Department has selected Volunteer Fire Captain, Brian Kermoade as the department's Firefighter of the Year. Captain Kermoade joined the Suisun City Fire Department in 2002. He is currently semi-retired after working in the newspaper and media industry for 25 years along with a short stint in public transportation. Captain Kermoade belongs to the chamber of commerce and is a member of the local Kiwanis service club. Academically, he holds a PhD in contemporary organization and management business practices and is certified as an EMT. In 2018, Captain Kermoade went above and beyond with stepping up to cover shift assignments and participated in all of the fire department's community events and activities. He has proven to be a valuable asset to the department and is very worthy of this recognition.

**Congratulations Captain Brian Kermoade!**

### Suisun City Fire Department Hires a New Fire Chief



In August 2018, the Suisun City Fire Department concluded its recruitment and hiring of a new Fire Chief to replace retired Fire Chief Mike O'Brien. Chief O'Brien had been the Fire Chief of Suisun City since 1999. With his retirement, the city looked to hire a new Fire Chief that would honor the traditions of the 157-year-old fire department while bringing new and progressive leadership to Suisun City. The City of Suisun City selected Fire Chief Justin Vincent to lead this impressive organization and enhance public safety for the City of Suisun City.

Fire Chief Justin Vincent began with the City of Suisun City on August 27, 2018. Chief Vincent began his career in the fire service as a volunteer firefighter/Engineer with the Hughson Fire Protection District in Central California. He went on to begin his professional paid career as a full-time Firefighter for the Meeks Bay Fire District in Lake Tahoe. He has spent most of his professional firefighting career working in combination, volunteer and paid, fire departments up and down the State of California. He has held the following ranks in his paid fire career: Firefighter, Lieutenant, Captain, Deputy Chief, and Fire Chief.

Chief Vincent holds a Bachelor's degree from California State University Stanislaus, a Master's Degree in Public Safety Leadership, and is currently finishing his dissertation for a Doctorate Degree in Public Administration. He is certified by the State of California as a Chief Fire Officer, Prevention Officer, Public Education Officer, Fire Investigator, EMT, and HAZMAT Incident Commander. The City of Suisun City and the Suisun City Fire Department look forward to his progressive leadership and are excited to embrace his vision for the future of the Suisun City Fire Department.

**Welcome Chief Justin Vincent!**

### Grant Funding

The Suisun City Fire Department participated in a regional grant to fund the replacement of old Self-Contained Breathing Apparatus (SCBA). The grant was awarded with a 10% match that cost the City of Suisun City \$17,155 dollars for \$188,714.39 amount of SCBA equipment. This grant was through the FEMA AFG grant and included our regional partners: Fairfield, Vacaville City, Vacaville District, Cordelia, and Rio Vista. Suisun City Fire Department is fortunate to be able to use these grant funds to enhance firefighter safety and capability in the City of Suisun City.



### 2019 Department Goals

- Acquire and put in service a new Fire Apparatus: Pierce Type 3-Wildland Fire Unit.
- Develop a 5-year general/strategic plan.
- Increase recruitment and retainment of Volunteer Firefighters.
- Create an AED program and increase AED locations in public areas of Suisun City.
- Update the City and department's EOC and Hazard Mitigation plans
- Fire Station remodel projects.



### Fire Department Members

**Fire Chief, Justin Vincent**  
**Deputy Chief, Greg Smith**

**Battalion Chief, Mel Torres, Jr.**  
**Captain, Carmen Maio**  
**Captain, Greg Renucci**

**Engineer, Richard Anderson**  
**Firefighter, Carlos Gonzalez**  
**Firefighter, Justin Mabra**  
**Firefighter, Dominic Reyes**  
**Firefighter, Shannon Thompson**  
**Recruit, Bryan Smith**  
**Recruit, Anthony Caddell**  
**Admin. Assistant, Michelle Zunino**

**Battalion Chief, Dave Bellerive**  
**Captain, Ken Forkes**  
**Captain, Brian Kermoade**  
**Captain, Josh Danner**  
**Engineer, Jose Benitez**  
**Firefighter, Paul De Vita**  
**Firefighter, Jeffery Toft**  
**Firefighter, Romy Aguba**  
**Firefighter, Aulryely Labay**  
**Recruit, Jian Eddinger**  
**Recruit, Stephen Ennis**  
**Photographer, Christopher Cooke**

**Captain, Jose Colin**  
**Captain, Tom Kamin**  
**Engineer, Philip Martin**  
**Firefighter, Matthew Knopp**  
**Firefighter, Aaron Leming**  
**Firefighter, Jacob Helton**  
**Firefighter, Chris Lujan**  
**Recruit, Daniel Holt**  
**Recruit, Che Salabarria**

