



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

AND

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

TUESDAY, SEPTEMBER 17, 2019

5:30 P.M.

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

NOTICE

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

ROLL CALL

Council/Board 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

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

City Council Acting as 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

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

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: City Manager.

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:

1. The City Council/Agency/Authority hopes to conclude its public business by 11:00 P.M. Ordinarily, no new items will be taken up after the 11:00 P.M. cutoff and any items remaining will be agendaized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.
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 September 17, 2019 was posted and available for review, in compliance with the Brown Act.

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

REGULAR MEETING OF THE SUISUN CITY COUNCIL

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

AND HOUSING AUTHORITY

TUESDAY, SEPTEMBER 17, 2019

6:30 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/Board Member Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

(Next Ord. No. – 765)

(Next City Council Res. No. 2019 – 95)

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

(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.)

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

REPORTS: (Informational items only.)

1. CalTrans Highway Maintenance Agreement Update – (Medill: mmedill@suisun.com).
2. Homeless Funds Spent in Suisun City – (Lawton: klawton@suisun.com).

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

City Council

3. Committee Appointments: Environment and Climate Committee – (City Council).

CONSENT CALENDAR

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

City Council

4. Council Adoption of Resolution No. 2019-___: Authorizing the Director of Recreation, Parks, and Marina Department (RPM) to Accept Grant Funds from the California Department of Fish and Wildlife, Office of Spill Prevention and Response, for Oil Spill Response Equipment Staging – (Lofthus: llofthus@suisun.com).
5. Council Adoption of Resolution No. 2019-___: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Paving Construction Services, Inc. for the Whitby Way and Olive Avenue Resurfacing Project and Authorize the City Manager to Approve up to 10% in Contingencies – (Medill: mmedill@suisun.com).
6. Council Adoption of Resolution No. 2019-___: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with W. Bradley Electric, Inc. for the State Route 12 Advance Warning Devices Project, Federal Project Number HSIPL-5032(031) – (Medill: mmedill@suisun.com).
7. Council Adoption of Resolution No. 2019-___: Authorizing the City Manager to Execute a Program Supplement Agreement with the California Department of Transportation for the McCoy Creek Trail – Phase 2 Project, Federal Project Number ATPL-5032(032) – (Medill: mmedill@suisun.com).

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

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 August 27, 2019 – (Hobson: Clerk@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

9. Council/Agency Approval of the August 2019 Payroll Warrants in the Amount of \$643,134.36. Council/Agency Approval of the August 2019 Accounts Payable Warrants in the Amount of \$3,138,124.85 – (Finance).

PUBLIC HEARINGS

GENERAL BUSINESSCity Council

10. Council Adoption of Resolution No. 2019-___: Allowing Temporary Appointments to the Lighting & Landscaping District Citizen's Advisory Committee - (Folsom: gfolson@suisun.com).
11. Council Discussion and Direction: Suisun City Fiscal Model and Analysis – (Folsom: gfolson@suisun.com).

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.)

ADJOURNMENT

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1. The City Council/Agency/Authority hopes to conclude its public business by 10:00 P.M. Ordinarily, no new items will be taken up after the 10:00 P.M. cutoff and any items remaining will be agendaized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.
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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 September 17, 2019 was posted and available for review, in compliance with the Brown Act.

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AGENDA TRANSMITTAL

MEETING DATE: September 17, 2019

CITY AGENDA ITEM: Council Adoption of Resolution No. 2019-___: Authorizing the Director of Recreation, Parks, and Marina Department (RPM) to Accept Grant Funds from the California Department of Fish and Wildlife, Office of Spill Prevention and Response, for Oil Spill Response Equipment Staging.

FISCAL IMPACT: None. There are no “matching” funds required for this grant. The City of Suisun City will be reimbursed for 100% of equipment costs and associated training.

BACKGROUND: During an oil spill, California operates within the Incident Command System (ICS), a mechanism used to bring multiple jurisdictions under one standard operating arena. The ICS is comprised of a designated official from the United States Coast Guard, the Office of Spill Prevention and Response (OSPR) and the responsible party. The three members make all decisions on how the oil spill incident operations are planned, executed and demobilized. Several Oil Spill Response Organizations (OSRO) are available to provide response and clean-up of oil spills throughout the State. In remote areas the OSRO’s have difficulty or are unable to pre-stage response equipment. To address this problem, OSPR has established a grant program that allows local government agencies funding to purchase spill response equipment so they can initiate a first response prior to the OSRO’s arrival.

RPM will use grant funding to purchase the emergency oil spill response equipment and trailer for the Suisun City Marina and provide necessary staff training for marina staff.

STAFF REPORT: RPM staff successfully applied for, and has been awarded, a grant for \$35,000 through the Department of Fish and Wildlife, Office of Spill Prevention and Response to provide response training, equipment, and a trailer to be located at the City of Suisun City Marina. The equipment will be deployed by the City staff to contain oil spills and to protect local resources. The equipment and training is intended to meet the needs of personnel at the operational level who initially respond to releases or potential releases of hazardous materials.

RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2019-___: Authorizing the Director of Recreation, Parks, and Marina Department (RPM) to Accept Grant Funds from the California Department of Fish and Wildlife, Office of Spill Prevention and Response, for Oil Spill Response Equipment Staging

ATTACHMENTS:

1. Resolution No. 2019-___: Authorizing the Director of Recreation, Parks, and Marina Department (RPM) to Accept Grant Funds from the California Department of Fish and Wildlife, Office of Spill Prevention and Response, for Oil Spill Response Equipment Staging
2. Oil Spill Response Trailer Location Placement Map
3. Grant Agreement

PREPARED BY:

Janet Hull, Recreation Manager

REVIEWED BY:

Kris Lofthus, Recreation, Parks, and Marina Director

APPROVED BY:

1

Greg Folsom, City Manager

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RESOLUTION NO. 2019-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE DIRECTOR OF RECREATION, PARKS, AND MARINA
DEPARTMENT (RPM) TO ACCEPT GRANT FUNDS FROM THE CALIFORNIA
DEPARTMENT OF FISH AND WILDLIFE, OFFICE OF SPILL PREVENTION AND
RESPONSE FOR OIL SPILL RESPONSE EQUIPMENT STAGING**

WHEREAS, during an oil spill, California operates within the Incident Command System (ICS), a mechanism used to bring multiple jurisdictions under one standard operating arena.

WHEREAS, several Oil Spill Response Organizations (OSRO) are available to provide response and clean-up of oil spills throughout the State.

WHEREAS, to address this problem, OSPR has established a grant program that allows local government agencies funding to purchase spill response equipment so they can initiate a first response prior to the OSRO’s arrival.

WHEREAS, the Recreation, Parks and Marina Department, applied to the California Department of Fish and Wildlife, Office of Spill Prevention and Response for oil spill response equipment for the City of Suisun City Marina; and

WHEREAS, on August 23, 2019, the California Department of Fish and Wildlife, Office of Spill Prevention and Response has approved the City of Suisun City to receive \$35,000.00 in oil spill response equipment grant funds and now requires a resolution accepting these grant funds.

NOW, THEREFORE, BE IT RESOLVED, the City Council authorizes the Recreation, Parks, and Marina Director to accept a California Department of Fish and Wildlife, Office of Spill Prevention and Response Grant in the amount of \$35,000.00 for oil spill response equipment staging on behalf of the City of Suisun City, a public entity established under the laws of the State of California.

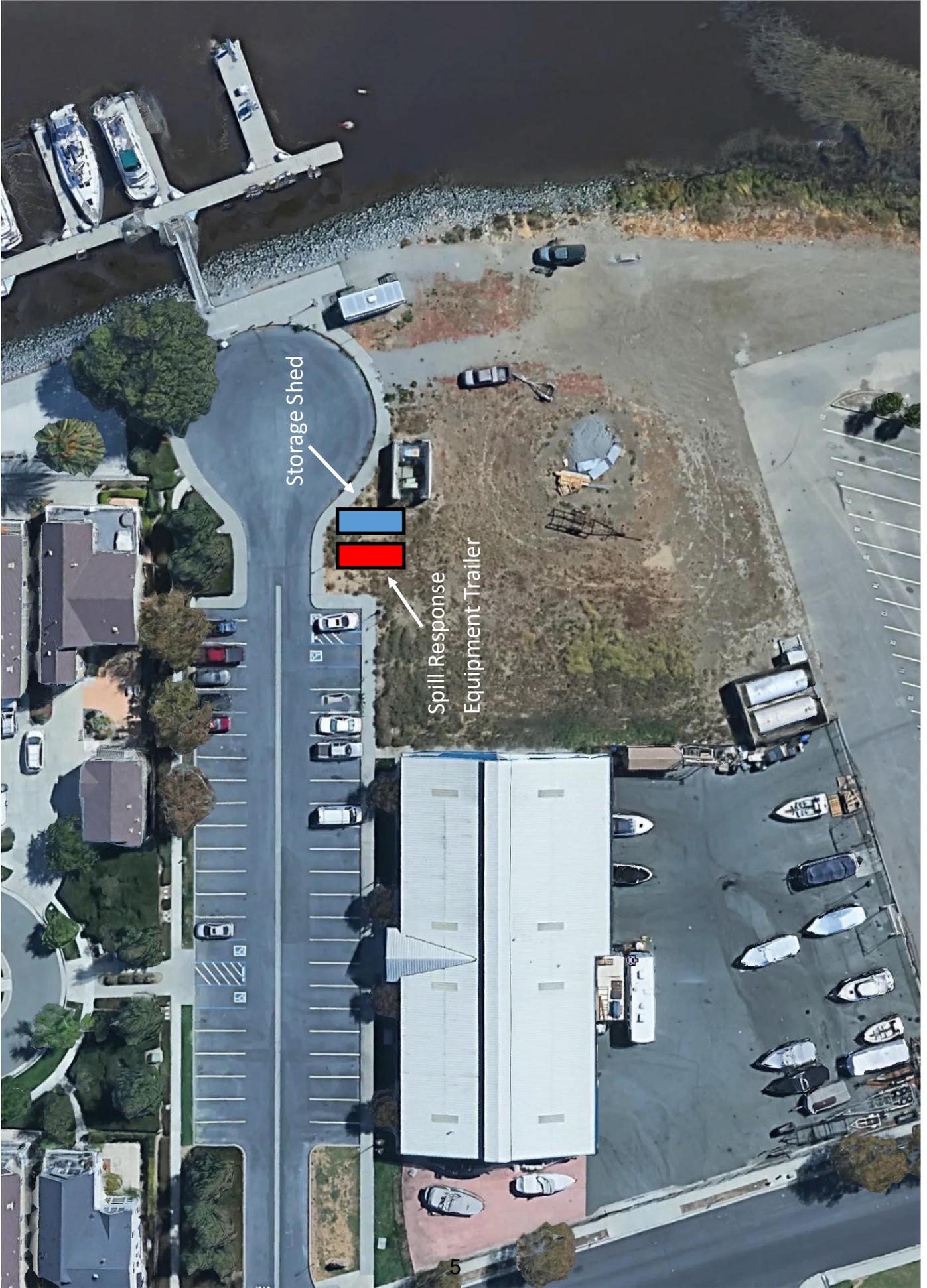
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PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 17th day of September 2019, by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of September 2019.

Donna Pock, CMC
Deputy City Clerk



Storage Shed

Spill Response
Equipment Trailer

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August 23, 2019
Janet Hull
800 Kellogg Street
Suisin, CA 94585

Re: Q197506700 OIL SPILL RESPONSE EQUIPMENT STAGING SOLONO COUNTY

For your review and signature, we are pleased to email the following attached electronic files for the above-referenced Grant Agreement:

Grant Agreement
Please sign, date and scan back one copy of the signature page of the Grant Agreement .

Payment Data Record Form (STD 204)
Please complete the form with your information.

In addition, the following checked items may also need to be included:

Acknowledgement of Work Commencement Authorization Disclaimer
Please sign and date one (1) copy of the "Acknowledgment Disclaimer".

Copy of the Authorizing Resolution approving and authorizing the financial assistance.
A completed and signed Federal Funding Accountability and Transparency Act, **FFATA 2006 Contractor Certification Form (DFW 868)**. Necessary for any Grant Agreements funded by federal financial assistance.

If you are unable to scan back the above-referenced documents, you may mail them to the address below within five working days to facilitate the final execution of the grant agreement by CDFW:

For hand deliveries, FedEx and UPS:
California Department of Fish and Wildlife
Payable Grants Section
1831 Ninth Street
Sacramento, CA 95811

For U.S. Postal Service delivery:
California Department of Fish and Wildlife
Payable Grants Section
PO Box 944209
Sacramento, CA 94244-2090

If you find that changes must be made to the Grant Agreement prior to your signature, please contact your Grant Manager listed below for direction.

Once Payable Grants Section receives the signed and required completed documentation, CDFW will execute the Grant Agreement and return by email a complete signed document for your file. Please note that the Grant Agreement will not be effective until fully executed by CDFW. Questions regarding the services to be performed under this Grant Agreement should be directed to the CDFW Grant Manager Cindy Murphy at (916) 324-6250.

Sincerely,

Jennifer Donohue
Payable Grant Analyst

Enclosure(s)
c: File, Suspense
OSPR Cindy Murphy
OSPR Julia-Malia Olea



August 23, 2019
Janet Hull
Suisin City
800 Kellogg Street
Suisin, CA 94585

Re: Q1975067 00 OIL SPILL RESPONSE EQUIPMENT STAGING SOLONO COUNTY

ACKNOWLEDGEMENT OF WORK COMMENCEMENT AUTHORIZATION DISCLAIMER

Where approval from the California Department of Fish and Wildlife (CDFW) applies, the attached payable grant shall be of no force or effect until it is signed by both parties (CDFW and grantee). The signing of this payable grant by your organization does not authorize the commencement of work.

By signing this letter, your organization acknowledges and agrees not to begin work until all approvals have been obtained, the payable grant has been fully executed, and the grantee has been given authorization to begin work. Should any work begin before all approvals are obtained or authorization is given, services will be considered voluntary.

Please be advised that failure to sign and return this letter will delay approval of your payable grant.

Authorized Signature

Date

Printed Name and Title of Person Signing



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
P.O. Box 944209
Sacramento, CA 94244-2090
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



**OFFICE OF SPILL PREVENTION AND RESPONSE
OIL SPILL RESPONSE EQUIPMENT STAGING, SOLANO COUNTY
GRANT AGREEMENT NUMBER Q1975067**

GRANTOR: State of California, acting by and through
The California Department of Fish and Wildlife,
P.O. Box 944209
Sacramento, CA 94244-2090

GRANTEE: City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585

SECTION 1- LEGAL BASIS OF AWARD

Pursuant to Government Code 8670.8.3, the California Department of Fish and Wildlife (CDFW or Grantor) is authorized to enter into a Grant Agreement (Agreement) and to make an award to the City of Suisun City (Grantee) for the purposes set forth herein. Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, Grantor and Grantee (Parties) hereby agree as follows:

SECTION 2 – GRANT AWARD

2.01 Grant: In accordance with the terms and conditions of this Agreement, including Section 5.07 – General Terms and Conditions, Grantor shall provide Grantee with a maximum of \$35,000 (Grant Funds) to financially support and assist Grantee’s implementation of Oil Spill Response Equipment Staging, Solano County (Project).

2.02 Term: The term of this agreement is upon approval through June 30, 2020.

SECTION 3 – ELIGIBLE USES OF GRANT

Only Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with Section 6 – Project Statement and Section 9 – Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds.

SECTION 4 – GRANTEE’S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

4.01 Existence and Power: Grantee is a public entity, validly existing, and in good

Q1975067
CITY OF SUISUN CITY

standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

- 4.02 Binding Obligation:** This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with the Agreement's terms.

SECTION 5 – GRANTEE'S AGREEMENTS

- 5.01 Purpose:** This Agreement is entered into by the Parties for the purpose of providing financial support to Grantee to complete the Project, specifically the activities identified within Section 6 – Project Statement.

- 5.02 Project:** Grantee shall complete activities as set forth in Section 6 – Project Statement. Changes to Section 6 shall be submitted to the CDFW Grant Manager for prior approval and may be made only as provided in Public Entities General Grant Provisions (Exhibit 1.a) of this Agreement, which is attached hereto and made a part of this Agreement.

- 5.03 Use of Project Funds:** Grantee agrees that only Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with Section 6 – Project Statement and Section 9 – Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds. Grantee acknowledges that it may not transfer Grant Funds between or among budget line items without written approval from CDFW Grant Manager in accordance with Section 9 – Budget and Payment.

- 5.04 Payment Schedule:** Payments shall be made to Grantee according to the payment and report schedule identified in Section 9 – Budget and Payment.

- 5.05 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Project at the level specified in Section 2 – Grant Award and Section 9 – Budget and Payment of this Agreement, Grantor reserves the right to modify this Agreement to reflect a reduction in available funds, as an alternative to termination.

- 5.06 Submission of Reports:** Grantee shall comply with the format, content, and timing requirements set out in Section 8 – Reports. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of this Agreement by Grantor

- 5.07 General Terms and Conditions:** Public Entities General Grant Provisions (Exhibit 1.a), is attached hereto and made a part of this agreement.

Q1975067
CITY OF SUISUN CITY

- 5.08 Amendments:** This Agreement may only be amended in accordance with Section 5.07 – General Terms and Conditions. Grantee shall submit any request to amend any term of this Agreement in writing to the CDFW Grant Manager no later than 120 days prior to the end of the term of this Agreement. Grantee must include an explanation of and justification for any such request.
- 5.09 Acknowledgement of Credit:** Grantee shall include signage, to the extent practicable, informing the public that the Project received funds through the CDFW. Further, Grantee shall include appropriate acknowledgement of credit to the Office of Spill Prevention and Response (OSPR) Grant Program and its implementing agency, the CDFW, for Grantor’s financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).
- 5.10 Labor Code Requirements; Prevailing Wage:** State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the CDFW are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and the Department of Industrial Relations website at <http://www.dir.ca.gov>. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

SECTION 6 – PROJECT STATEMENT

- 6.01 Introduction:** During an oil spill, California operates within the Incident Command System (ICS), a mechanism used to bring multiple jurisdictions under one standard operating arena. The ICS is managed by the Unified Command, in most cases, is comprised of a designated official from the United States Coast Guard, the OSPR and the Responsible Party (Spiller); the three members make all decisions on how the oil spill incident operations are planned, executed and demobilized.

Several Oil Spill Response Organizations (OSRO) are available to provide response and clean-up of oil spills throughout the State. However, in certain remote locations, the OSRO’s have difficulty or are unable to pre-stage response equipment. To address this problem, OSPR has established a grant program that will provide local government agencies with funding to purchase spill response equipment, so they can initiate a first response prior to the OSRO’s arrival.

- 6.02 Objectives:** Grant funding will enhance the availability of oil response equipment around the state and will provide local governments an opportunity to protect their economic resources. Grantee will purchase the response equipment and provide training as identified in Equipment Specifications (Attachment I).

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CITY OF SUISUN CITY

6.03 Project Description: Grantee's Project Manager will be responsible for all aspects of the administration of this grant which include; procurement, training, staging and usage of the equipment.

6.04 Location: The equipment will be staged at the Suisun City Marina, located at 800 Kellog Steet, Suisun City, CA 94585, Solano County.

6.05 Materials and Equipment: See Equipment Specifications (Attachment I).

6.06 Project Implementation: Consistent with Grantee's proposal for the Project, Grantee will complete the following tasks in accordance with Section 6.07 – Schedule of Due Dates and Deliverables:

Task 1 – Equipment Ordering

1. Place order per OSPR equipment specifications which is attached hereto as Equipment Specifications (Attachment I) and made a part of this agreement.

1. **Task 2 – Equipment Delivery & Familiarization/Training** Coordinate delivery of equipment.

2. Ensure key response staff (actual staff and total number of staff, to be determined by Grantee) receives training/familiarization which should entail:

- a. Health and safety concerns when deploying equipment on oil spills,
- b. Equipment familiarization,
- c. Care, storage and maintenance of the equipment,
- d. Usage as it pertains to the Local Geographic Response Plans and other pertinent strategies,
- e. Decontamination of personnel and equipment,
- f. A practical hands-on deployment of the equipment, and
- g. Limitations of the equipment.

3. Submit report to the CDFW Grant Manager with equipment staging location.

4. The CDFW Grant Manager will perform an inspection of the trailer and equipment.

Task 3 – Project Management and Administration

1. Furnish the necessary personnel, equipment, material and/or service(s) necessary for routine or incidental deployment of the equipment provided in this agreement.

2. Equipment may be deployed in the event of an oil spill within the Grantee's jurisdiction, for the shelf life of the equipment. The Grantee will notify CDFW

Q1975067
CITY OF SUISUN CITY

Grant Manager within 15 days by phone or e-mail, when the equipment is used in conjunction with an oil spill response. Grantee also agrees to notify CDFW Grant Manager if the equipment is relocated to a different staging location within the jurisdiction.

3. Provide the CDFW Grant Manager with equipment access such as facility/storage security access codes, keys to gate and trailer locks or designate staff to be on-site to allow the necessary access.
4. Grantee's Project Manager will be responsible for all aspects of the administration of this grant, including procurement, invoicing, final reporting, training, staging, and usage of the equipment.

6.07 Schedule of Due Dates and Deliverables:

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
1	Equipment Ordering	Equipment	May 15, 2020
2	Equipment Delivery and Familiarization/Training	Training and Location Report	May 15, 2020
3	Project Management and Administration	Invoicing and Final Report	May 30, 2020

SECTION 7 – CONTACTS

The point of contact may be changed at any time by either party by providing a 10 day advance written notice to the other party. The Parties hereby designate the following points of contact during the Term of this Agreement:

CDFW Grant Manager:		Grantee Project Manager:	
Name:	Cindy Murphy	Name:	Janet Hull
Title:	Associate Governmental Program Analyst	Title:	Recreation Manager
Address:	PO Box 944209 Sacramento, CA 94244-2090	Address:	800 Kellogg Street Suisun City, CA 94585
Phone:	(916) 324-6250	Phone:	(707) 580-0670
Email:	cindy.murphy@wildlife.ca.gov	Email:	jhull@suisun.com

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CITY OF SUISUN CITY

Direct all administrative inquiries to:

CDFW Grant Coordinator:		Grantee Project Manager:	
Name:	Julia-Malia Olea	Name:	Janet Hull
Title:	Contract/Grant Coordinator	Title:	Recreation Manager
Address:	PO Box 944209 Sacramento, CA 94244-2090	Address:	800 Kellog Street Suisun City, CA 94585
Phone:	(916) 327-9407	Phone:	(707) 580-0670
Email:	julia-malia.olea@wildlife.ca.gov	Email:	jhull@suisun.com

SECTION 8 – REPORTS

8.01 Final Report: Grantee shall submit a Final Report by the date listed in Section 6.07– Schedule of Due Dates and Deliverables. The report shall summarize the life of the Agreement and describe the work and results pursuant to Section 6 - Project Statement. The Final Reports will be submitted, electronically, to the CDFW Grant Manager upon completion of the Project tasks. The CDFW Grant Manager will provide Grantee a sample Final Report template, upon request.

SECTION 9 – BUDGET AND PAYMENT

9.01 Budget Details and Funding Summary: Grantor will provide an amount not to exceed \$35,000.00 as detailed in the Line Item Budget Detail (Detail) below. Actual expenditures will not be determined until the competitive process and equipment procurement has occurred. The procurement will consist of such items as a mobile storage trailer, boom, absorbents, anchors, personal protective equipment, equipment deployment training (if applicable) and all other items as outlined in Equipment Specifications (Attachment I).

Any changes or modifications to a fund source indicated below must be promptly reported to the CDFW Grant Manager in writing.

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Line Item Budget Detail	
A. PERSONNEL SERVICES	
N/A	\$0
Total Personnel Services	\$0
B. OPERATING EXPENSES: GENERAL	
N/A	\$0
Subtotal Operating Expenses: General	\$0
C. OPERATING EXPENSES: SUBCONTRACTORS	
N/A	\$0
Subtotal Operating Expenses: Subcontractors	\$0
D. OPERATING EXPENSES: EQUIPMENT	
Equipment identified in Attachment A	\$35,000
Subtotal Operating Expenses: Equipment	\$35,000
E. INDIRECT COSTS	
Indirect Charge Rate 0% (Applies to Sections A + B only)	\$0
F. GRAND TOTAL (A+B+C+D+E)	\$35,000

9.01.1 Budget Flexibility: Grantee must submit all budget line item revision requests, in writing, to the CDFW Grant Manager, prior to implementing any changes. All proposed budget changes require prior approval from the CDFW Grant Manager, regardless of budgetary impact. Informal Budget adjustments between existing line items may be permitted. Any revision to the Line Item Budget Detail must comply with Section 5.09 – Amendments. Considerations for informal Budget adjustments, if granted, must include:

1. Revisions which are consistent with the purpose, objectives, and description of the Project as detailed in Section 6 - Project Statement;
2. Revisions that do not increase or decrease the total Agreement amount;
3. Revisions that do not substitute key personnel; and
4. Line item shifts **within** a budget category (e.g., Field Supplies to Travel) up to \$25,000 or 10% of the Agreement amount, whichever is less.

Formal Budget adjustments will be considered by the Grantor, with prior approval from the CDFW Grant Manager. An amendment to the Agreement is required if a formal Budget adjustment is approved. Considerations for formal amendments, if granted, include:

1. Shifting Grant Funds between budget categories (e.g., Personnel Services to Operating Expenses);

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2. Increasing or decreasing the total Agreement amount;
3. Substituting key personnel; or
4. Line item shifts **within** a budget category (e.g. Field Supplies to Travel) that exceeds \$25,000 or 10% of the Agreement amount, whichever is less.

9.02 Payment Provisions:

9.02.1 Disbursements: Grant disbursements will be made to Grantee in one lump sum payment in arrears, upon receipt of an original itemized invoice and required documentation as identified in Section 6.07 - Schedule of Due Dates and Deliverables.

Grant disbursements will be mailed to the following Grantee address:

Grantee Name:	City of Suisun City
Attention:	Janet Hull
Address:	701 Civic Center Blvd Suisun City, CA 94585

9.02.2 Invoice Documentation: The invoice for payment must be accompanied by the Final Report. If there are cost shares involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source. The CDFW Grant Manager will provide Grantee with a sample invoice template upon request. The Final Invoice must be submitted to the CDFW Grant Manager by the date identified in Section 6.07 – Schedule of Due Dates and Deliverables. The invoice package must be sent hard copy or email to the CDFW Grant Manager, as identified in Section 7 – Contacts.

Requirements: The invoice shall contain the following information:

1. The word “Invoice” should appear in a prominent location at the top of the page(s);
2. Printed name of Grantee on company letterhead;
3. Grantee’s business address, including P.O. Box, City, State, and Zip Code;
4. Name of the CDFW Region/Division being billed;
5. The invoice date and the time period covered; i.e., the term “from” and “to”;
6. This Agreement number and the sequential number of the invoice (i.e., Qxx75xxx-Invoice 1);
7. The invoice must be itemized using the categories and following the format of the Budget;
8. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished

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from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by Grantee under the terms of this grant;

9. The original signature of Grantee; and
10. Grantee must provide supporting documentation for the invoice and actual receipts.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Grantor date set forth below the signature.

AUTHORIZED AGENT FOR GRANTEE

By:
Signature: _____
Printed Name: Kris Loftus
Title: Recreation and Community Services Director
Date: _____

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:
Signature: _____
Printed Name: Valinda Roberts
Title: Chief, Business Operations
Date: _____

This agreement is exempt from DGS-OLS approval, per SCM 4.06.

Attachment I, Equipment Specifications

Table 1 Specifications for Equipment Trailer	
Custom Built	<p>Approximate size of box 7' x 16' or 7' x 12 Minimum ¼" plywood interior sidewall with finished surface Undercoated exterior grade ¾" plywood floor Undercoating on complete chassis Vapor barrier underbelly 16: o/c stud walls 24" o/c floor cross member frame Fiberglass front cap Aluminum roof and cove Side vents (one on each side of trailer near top) Aluminum fenders (thickness should be 3/16") Lighted license plate holder Front stone guard Electric brakes with breakaway switch and battery GVRW 7000 lbs. (minimum)</p>
Doors	<p>Double rear door with full length cam bar Side door near front Both doors fitted with pad lock securing mechanism</p>
Electrical	<p>12 volt dome lights with wall switch 7-way connector D.O.T. compliant exterior lighting Double insulated wiring</p>
Suspension	<p>Tandem Axels EZ lube hubs torsion axles</p>
Tires	<p>15" radial tires 5-bolt E-coated wheels Wheel tire covers ½" wood tire parking pads Wheel chocks Spare tire and wheel with inside mount</p>
Color	<p>White "Oil Spill Response Equipment Funded by: Oil Spill Prevention and Response" stenciled in red 6" letters on 2 sides 2-digit trailer ID number stenciled on back of trailer in 6" black numbers 2-digit trailer ID number stenciled on top of trailer in 36" black numbers</p>
Tongue	<p>Hitch ball size 2 15/16" Tongue jack with stand pad D.O.T. safety chains</p>
Warranty	<p>3 Year Standard Manufactures Warranty 5 Year Axle Standard Manufacturers Warranty</p>

Attachment I, Equipment Specifications

	20 Year Leak Manufactures Warranty
TABLE 2 Standard Oil Response Containment Boom Specifications (various sizes available)	
Freeboard	2.5"
Draft	4"
Overall Height	6.5"
Section Length	50' 1,500ft
Fabric	22 oz./sq.yd PVC Coated Nylon Fabric
Color	Yellow or International Orange
End Connectors	ASTM "Z" (F 962-04) or ASTM Slide (F 2438-04) (style of connectors TBD) With Stainless Steel Toggle Pins
Flotation	100 % Cylindrical Rolled Polyethylene micro or closed cell foam, with tapered ends Fully sealed floatation cambers Max. 14" fabric fold between floatation cambers RF Welded Seams
Fold Point	Center of fold points to be every 6 ½'
Anchor Points	¾" eye minimum, located at water line on each end connector & one at mid section, in a appropriate place of choosing
Ballast Material	1/4" Galvanized Chain
Bridle	An ASTM End Plate with ½" x 6' Poly Rope lead, one end to be finished with thimble connected to tow plate & 6" soft eye spliced into other end.
Warranty	Standard Manufacturer's Commercial Warranty
TABLE 3 Standard Storm Drain Containment Boom Specifications	
Overall Height	Bilge/Storm Drain Absorbent Boom 32" x 6"
Section Length	20 per case
TABLE 4 Standard Sorbent Boom Specifications	
Overall Height	6" – 8"
Section Length	120' up to 720ft

Attachment I, Equipment Specifications

TABLE 5	
Standard Oil Response Containment Boom Specifications	
Freeboard	4"
Draft	6"
Overall Height	10"
Section Length	100' 1,000ft
Fabric	22 oz./sq.yd PVC Coated Nylon Fabric
Color	Yellow or International Orange
End Connectors	ASTM "Z" (F 962-04) or ASTM Slide (F 2438-04) (style of connectors TBD) With Stainless Steel Toggle Pins
Flotation	100 % Cylindrical Rolled Polyethylene micro or closed cell foam, with tapered ends Fully sealed flotation cambers Max. 14" fabric fold between flotation cambers RF Welded Seams
Fold Point	Center of fold points to be every 6 ½'
Anchor Points	¾" eye minimum, located at water line on each end connector & one at mid section, in a appropriate place of choosing
Ballast Material	1/4" Galvanized Chain
Bridle	An ASTM End Plate with ½" x 6' Poly Rope lead, one end to be finished with thimble connected to tow plate & 6" soft eye spliced into other end.
Warranty	Standard Manufacturer's Commercial Warranty
TABLE 6	
Standard Oil Response Containment Boom Specifications	
Freeboard	6"
Draft	6"
Overall Height	12"
Section Length	100' 1,000ft
Fabric	22 oz./sq.yd PVC Coated Nylon Fabric
Color	Yellow or International Orange

Attachment I, Equipment Specifications

End Connectors	ASTM "Z" (F 962-04) or ASTM Slide (F 2438-04) (style of connectors TBD) With Stainless Steel Toggle Pins
Flotation	100 % Cylindrical Rolled Polyethylene micro or closed cell foam, with tapered ends Fully sealed flotation cambers Max. 14" fabric fold between flotation cambers RF Welded Seams
Fold Point	Center of fold points to be every 6 ½'
Anchor Points	¾" eye minimum, located at water line on each end connector & one at mid section, in a appropriate place of choosing
Ballast Material	1/4" Galvanized Chain
Bridle	An ASTM End Plate with ½" x 6' Poly Rope lead, one end to be finished with thimble connected to tow plate & 6" soft eye spliced into other end.
Warranty	Standard Manufacturer's Commercial Warranty

**TABLE 7
Standard Oil Response Containment Boom Specifications**

Freeboard	6"
Draft	12"
Overall Height	18"
Section Length	100' 1,000ft
Fabric	22 oz./sq.yd PVC Coated Nylon Fabric
Color	Yellow or International Orange
End Connectors	ASTM "Z" (F 962-04) or ASTM Slide (F 2438-04) (style of connectors TBD) With Stainless Steel Toggle Pins
Flotation	100 % Cylindrical Rolled Polyethylene micro or closed cell foam, with tapered ends Fully sealed flotation cambers Max. 14" fabric fold between flotation cambers RF Welded Seams
Fold Point	Center of fold points to be every 6 ½'
Anchor Points	¾" eye minimum, located at water line on each end connector & one at mid section, in a appropriate place of choosing

Attachment I, Equipment Specifications

Ballast Material	1/4" Galvanized Chain
Bridle	An ASTM End Plate with ½" x 6' Poly Rope lead, one end to be finished with thimble connected to tow plate & 6" soft eye spliced into other end.
Warranty	Standard Manufacturer's Commercial Warranty

**TABLE 8
Anchor System Specifications**

Anchor	30 lb. Danforth Style Galvanized Anchor
Chain	10 feet of 3/8" galvanized proof coil chain, shackled to anchor using ½" galvanized shackle
Rode	150 feet of ½" nylon 3-strand with galvanized thimble eyes and 7/16" SPA galvanized shackle in each end.
Flotation	A2 Polyform style buoy (15.5") with 6 feet of ½" polypropylene rope spliced onto buoy and ½" galvanized thimble eye in other end with 7/16" galvanized shackle.
Warranty	Standard Manufacturer's Commercial Warranty

**TABLE 9
Boom Tool Box Specifications**

Tool Box	1	Heavy-duty poly toolbox. 24" length or larger if necessary to fit all tools
Wrenches	2	8" crescent wrench
Pliers	1	8" standard pliers
Hammer	1	16 oz. claw hammer
Clamps	2	4" C-clamp
Screwdriver	2	Flathead screwdriver, small and large
Shackles	4	2 3/8" SPA galvanized shackles, 2 ½" SPA galvanized shackles
Knife	1	Utility knife with extra blade set
Flashlight	1	Waterproof floatable flashlight with 2 D-cell batteries
Hardware	6	Hardware set including: 5/16" x 1 ¼" SS bolts, 2 flat washers, nylock nuts
PVC	4	PVC pipe 6"x6'
Wire	1	50' roll chicken wire or mesh fencing
Stakes	10	6' t-post stakes and t-post pounder
Kit	1	Plug and Patch Kit
Hacksaw	1	12in. High Tension Hacksaw
Wire/Bolt Cutters	1ea.	36' Bolt Cutter

Attachment I, Equipment Specifications

Generator	1	Gasoline Powered Electric Start Portable Generator with Wheel Kit
Sand bags	30	14 x 26"
Shovel	2	Square Point Digging Shovels
TABLE 10 PPE Gear Specifications		
Storage bag	Reusable waterproof storage bag large enough to hold all 1 set of PPE	
Hard hat	Hard hat with ratcheting head band	
Boots	16" PVC steel toe work boots, size 11, ASTM F2413-05 M I/75 C/75 compliant	
Glove liners	Nitrile glove liners, 1 box of 100, large size	
Gloves	PVC gloves, 1 dozen, 12" gauntlet, size 11 (large)	
Work gloves	Leather work gloves, 2 pair, large size	
Safety glasses	2 pair, meeting ANSI and OSHA specifications	
Ear plugs	6 pair	
Tyvek suits	Full tyvek suit without hood, 2 pair	
Tape	Duct tape, 2 rolls	
TABLE 11 Specifications for Decontamination Equipment		
Wash Tubs	2 Galvanized wash tubs	
Detergent	Degreaser detergent for decontamination	
Brushes	2 decontamination scrub brushes with long handles	
Waste Bags	1 case of 100 bags, 33" x 40", 4 mil	
Visqueen	1 roll of visqueen	
Tarps	2 drop tarps, 8' x 10'	
Bucket	1 5-gallon plastic bucket	
TABLE 12 Specifications for Spill Adsorbent Material		
Pads	Heavy weight adsorbent pads, 1 bag of 100 pads	
Sweep	100 feet of 19" heavy weight sweep with nylon web strap, bonded with scrim	
Boom	1 bag of heavy weight boom containing 4 sections of 5" x 10' each with poly tension line and quick-clips for connecting	
TABLE 13 Specifications for Spill Adsorbent Material		
Snare	Adsorbent snares, 2 bags, 30 snares per bag	
TABLE 14 Miscellaneous Equipment Specifications		

Attachment I, Equipment Specifications

First Aid Kit	Meeting the requirements for at least 10 people
Fire Extinguishers	2 5-pound class ABC fire extinguishers, mounted in trailer interior, one near the front and one near the rear.
MSDS Book	A binder containing MSDS for common oil products including gasoline, diesel, home heating oil, motor oil, jet fuel, fuel oil, IFO, bunker fuel, and crude oil. Also contains emergency contact numbers for spill, including the National Response Center (1-800-424-8802)
Navigation Lights	Self-floating amber buoy lights 48” tall to attach on or near boom. Lights should be made durable and waterproof, and should have adequate keel weight and floatation to give full stability in various tide and sea conditions. Lights should be flashing; D-cell battery operated, and be fitted with photo sensors.



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1. **APPROVAL**: This Agreement is of no force or effect until signed by both Parties and approved by CDFW or Grantor. Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on either of the Parties.
3. **ASSIGNMENT**: This Agreement is not assignable by Grantee, either in whole or in part, without the consent of CDFW in the form of a formal written amendment.
4. **AUDIT**: Grantee agrees that CDFW, the Department of General Services (DGS), the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

 The State of California shall defend, indemnify and hold Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.
6. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CDFW. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.



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- 8. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

- 9. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 10. LICENSES AND PERMITS (If Applicable):** Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Agreement only if approved in the budget detail and payment provisions section.
- 11. RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
- 12. CONTINGENT FUNDING:** It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both Parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes



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of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in Grant Funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grantee shall immediately provide CDFW an accounting of all funds received under this Agreement and return to CDFW all Grant Funds received under this Agreement which have not been previously expended to provide the services outlined within this Agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

14. CONFIDENTIALITY OF DATA: Grantee shall protect from disclosure all information made available by CDFW. Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

15. DISCLOSURE REQUIREMENTS: Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with CDFW. The disclosure statement shall include this Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.



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16. USE OF SUBCONTRACTOR(S): If Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. Grantee shall submit any subcontracts to CDFW for inclusion in the grant file;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;
- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, CDFW Grant Manager shall be notified immediately, in writing.

Grantee shall ensure that any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

17. POTENTIAL SUBCONTRACTOR(S): Nothing contained in this Agreement or otherwise shall create any contractual relation between CDFW, and any subcontractor(s) and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to CDFW for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractor(s) is an independent obligation from CDFW's obligation to make payments to Grantee. As a result, CDFW shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

18. TRAVEL AND PER DIEM (if applicable): Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the California Department of Human Resources travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CDFW.

19. LIABILITY INSURANCE (as applicable): Unless otherwise specified in the Agreement, when Grantee submits a signed Agreement to the State, Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.



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Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the (DGS), and Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. **GRANTEE STAFF REQUIREMENTS:** Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with CDFW.
21. **PROPERTY ACQUISITIONS AND EQUIPMENT PURCHASES:** Property, exclusive of real property, as used in this exhibit shall include the following:
- a. Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
 - b. Furniture, including standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
 - c. Portable Assets, including items considered 'highly desirable' because of their portability and value, e.g., calculators, computers, printers, scanners, shredders, cameras, etc.
 - d. Electronic Data Processing (EDP) Equipment, including all computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

Grantee may purchase property under this Agreement only if specified in the Budget section. All property purchased by Grantee is owned by Grantee. CDFW does not claim title or ownership to



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the property but, requires Grantee to maintain accountability for all property purchased with grant funds.

Title or ownership to property with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by CDFW's Grant Manager.

Before property purchases made by Grantee are reimbursed by CDFW, Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item(s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Agreement. Said paid receipts shall be attached to Grantee's invoice(s).

Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Funds.

Prior written authorization by the CDFW Grant Manager shall be required before Grantee will be reimbursed for any property purchases not specified in the budget. Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant Funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant Funds cannot be used for property if specifically prohibited in the authorizing Legislation or restricted in the terms of the program.

Should this Agreement be cancelled for any reason, any property purchased with Grant Funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by Grantee under this Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.

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AGENDA TRANSMITTAL

MEETING DATE: September 17, 2019

CITY AGENDA ITEM: Adoption of Council Resolution No. 2019-__: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Paving Construction Services, Inc. for the Whitby Way and Olive Avenue Resurfacing Project and Authorize the City Manager to Approve up to 10% in Contingencies.

FISCAL IMPACT: There would be no impact to the General Fund. The Street Improvement Projects Program (Program) is a three-year program for street improvements that will utilize Measure S and State Senate Bill 1 (SB 1) funding as included in the Fiscal Year (FY) 2019-20 Budget. The Program has budgeted \$1,159,800 for FY 2019-20.

BACKGROUND: The City of Suisun City is responsible for the maintenance of 153 lane miles of roadway with over 13 million square feet of pavement. The goal of the Suisun City Pavement Management Program is to maintain the City's pavement in the best condition possible given the available funding.

In November 2016, Suisun City residents approved Measure S, a one-percent general transaction and use tax. The measure passed with 69% of voters supporting the increase in the sales and use tax for a period of ten years. A Measure S survey indicated that street repairs were a top priority for the residents of the City.

On April 28, 2017, the Governor signed Senate Bill 1 (SB1) also known as the Road Repair and Accountability Act of 2017. This bill provides a stable source of funding to local agencies to provide for road maintenance and rehabilitation. SB1 does not have a sunset, so this funding source is projected to continue after the expiration of the local Measure S funding.

Over the past two years the Suisun City Public Works road maintenance and rehabilitation effort has completed the following projects:

- Approximately 6,250 square feet of 6" deep asphalt patches within the City for a total construction contract cost of \$62,474.38.
- Approximately 27,320 square yards of cape seal, 32,617 square yards of Type II slurry seal and replacement of 46 existing curb ramps with Americans with Disabilities Act (ADA) compliant curb ramps for a total construction contract cost of \$585,710.55.
- Roadway patching, pothole repair and crack sealing performed by City staff.

STAFF REPORT: This Whitby Avenue and Olive Avenue Resurfacing Project (Project) will provide pavement treatment with an asphalt concrete overlay and slurry seal at the following locations: 1) Whitby Way from Lawler Ranch Parkway to Potrero Street, and 2) Olive Avenue from East Tabor Avenue south, approximately 925 feet, to the city limits. The work will also

PREPARED BY:

Nick Lozano, Associate Engineer

REVIEWED BY:

Matthew Medill, Public Works Director/City Engineer

APPROVED BY:

Greg Folsom, City Manager

include surface preparation, removal and replacement of curb ramps to meet ADA requirements, protection of existing utilities and striping.

Bids for this Project were opened on August 20, 2019, at 2:00 PM, at which time three (3) bids were received. Staff has reviewed the low bidder's proposal and bid documents. Staff has determined that the bid submitted by Paving Construction Services, Inc. is the lowest responsive bid.

The three bids received for the Project are as follows:

<u>Company</u>	<u>Base Bid</u>
Engineer's Estimate	\$174,000.00
Paving Construction Services, Inc.	\$182,467.22
MCK Services, Inc.	\$210,265.50
Team Ghilotti	\$241,141.77

Given that the construction budget is enough to cover the construction contract for this Project, staff recommends awarding the construction contract in the amount of \$182,467.22 to Paving Construction Services, Inc. for the Whitby Way and Olive Avenue Resurfacing Project. Adding a 10% contingency of \$18,247.00 to said amount results in a total construction cost of up to \$200,714.22. This results in a remaining FY 2019-20 budget of \$959,085.78 for the upcoming projects including the Civic Center Boulevard Improvement Project (Lotz Way to Almond Street) for which plans, specifications and estimates (PS&E) are currently being prepared.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2019-___: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Paving Construction Services, Inc. for the Whitby Way and Olive Avenue Resurfacing Project and Authorize the City Manager to Approve up to 10% in Contingencies.

ATTACHMENTS:

1. Resolution No. 2019-___: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Paving Construction Services, Inc. for the Whitby Way and Olive Avenue Resurfacing Project and Authorize the City Manager to Approve up to 10% in Contingencies.
2. Project Location Map.

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RESOLUTION NO. 2019-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION
CONTRACT ON THE CITY’S BEHALF WITH PAVING CONSTRUCTION
SERVICES, INC. FOR THE WHITBY WAY AND OLIVE AVENUE RESURFACING
PROJECT AND AUTHORIZE THE CITY MANAGER TO APPROVE UP TO 10% IN
CONTINGENCIES**

WHEREAS, the City of Suisun City is responsible for the maintenance of 153 lane miles of roadway with over 13 million square feet of pavement; and

WHEREAS, in November 2016, Suisun City residents approved Measure S, a one-percent general transaction and use tax for City services, including road repairs; and

WHEREAS, in April 2017, the Governor signed Senate Bill 1 (SB1), also known as the Road Repair and Accountability Act of 2017, which provides a stable source of funding to local agencies to provide for road maintenance and rehabilitation; and

WHEREAS, Measure S will assess sales and use tax increase for a period of ten years, while SB1 does not have a sunset and is projected to continue after the expiration of Measure S funding; and

WHEREAS, over the past two years Measure S and SB1 has funded various road maintenance and rehabilitation projects; and

WHEREAS, in FY 2019-20 the Suisun City road and maintenance and rehabilitation account budget is \$1,159,800, consisting of Measure S and SB1 funding; and

WHEREAS, the Whitby Way and Olive Avenue Resurfacing Project (Project) is a FY 2019-20 project that will provide asphalt concrete overlay and slurry sealing on Whitby Way and on Olive Avenue; and

WHEREAS, the Project will also include surface preparation, removal and replacement of curb ramps to meet Americans with Disabilities Act (ADA) requirements, protection of existing utilities, and striping; and

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WHEREAS, the City’s design consultant has prepared plans, specifications; and engineer’s cost estimate for the Project; and

WHEREAS, the construction documents for the Project were advertised on July 25, 2019 and August 3, 2019 in the Daily Republic newspaper; and

WHEREAS, three (3) sealed bid proposals were received by the City on August 20, 2019, by 2:00 pm, and bids were opened and read aloud; and

WHEREAS, Paving Construction Services, Inc. provided the lowest responsive bid of \$182,467.22.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to enter into a construction contract on behalf of the City with Paving Construction Services, Inc. for the Whitby Way and Olive Avenue Resurfacing Project in the amount of \$182,467.22 and to take any and all necessary and appropriate actions to implement this contract. The City Council further authorizes the City Manager to approve changes for contingencies not to exceed 10% of the contract amount.

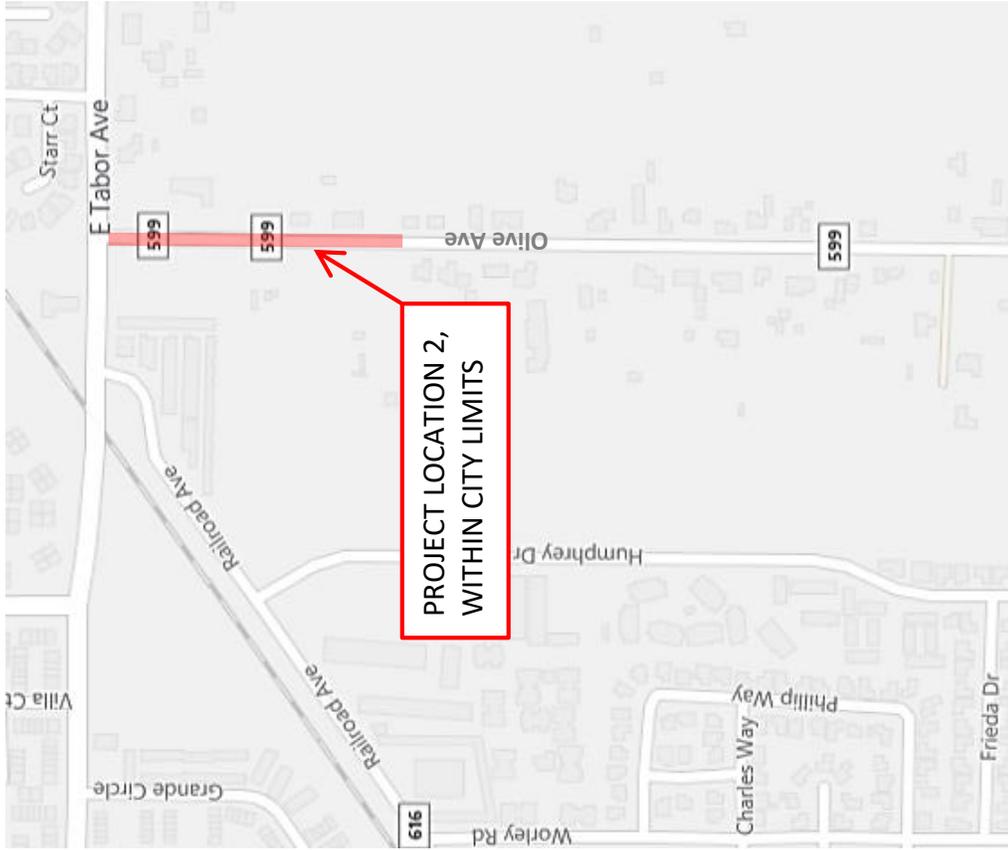
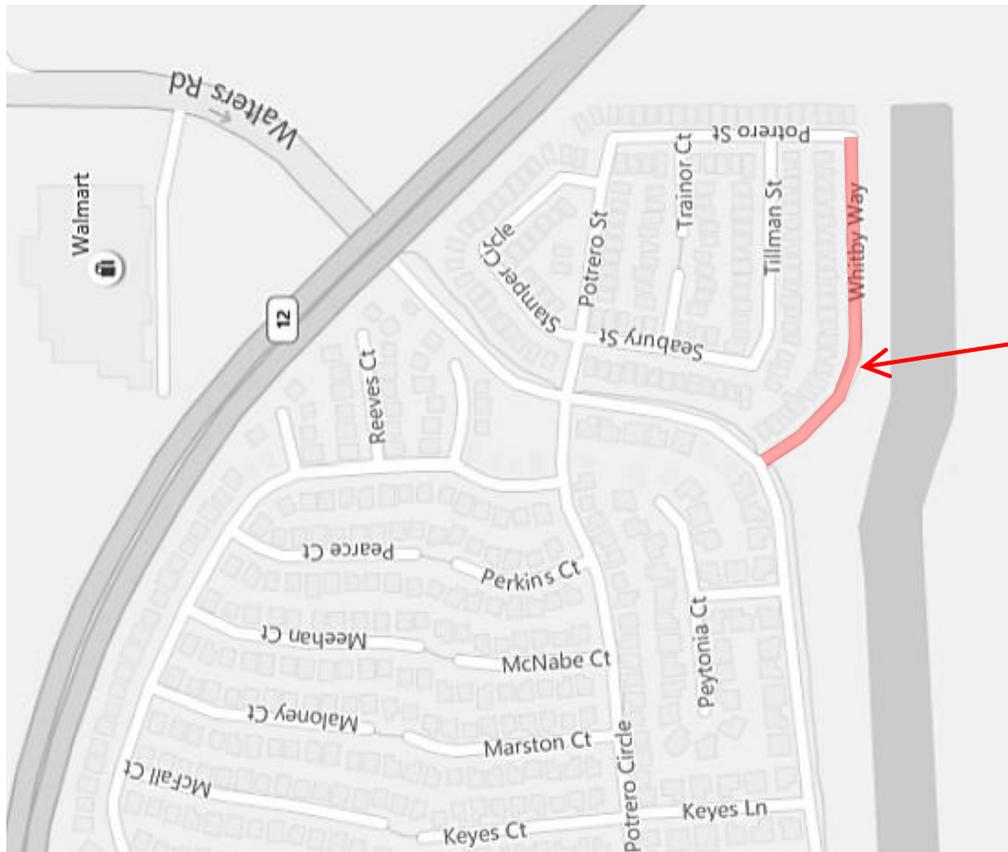
PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 17th day of September 2019, by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of September 2019.

Donna Pock, CMC
Deputy City Clerk

LOCATION MAPS
Whitby Way and Olive Avenue Resurfacing Project



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AGENDA TRANSMITTAL

MEETING DATE: September 17, 2019

CITY AGENDA ITEM: Adoption of Council Resolution No. 2019-__ : Authorizing the City Manager to Enter into a Construction Contract on the City’s Behalf with W. Bradley Electric, Inc. for the State Route 12 Advance Warning Devices Project, Federal Project Number HSIPL-5032(031).

FISCAL IMPACT: The State Route Highway 12 Advance Warning Devices Project (Project) would have no fiscal impact on the General Fund. City staff has applied for and the City has been awarded a total of \$162,000 in Highway Safety Improvement Project (HSIP) grant funds from the California Department of Transportation for this Project. The City is required to provide a local match of \$18,000, which will be supplied by the Off Site Street Improvement Program (OSSIP) fund. This provides for a total of \$180,000 to complete the Project, including construction and design.

To date, a total of \$46,370.55 has been expended to complete the design phase. This results in a remaining budget of \$133,629.45 for construction, consisting of \$120,266.50 in HSIP grant funds and \$13,362.95 in OSSIP funds.

BACKGROUND: The State Route Highway 12 Advance Warning Devices Project (Project) will install flashing advance warning devices as well as corresponding vehicular detection devices on eastbound Highway 12 between Pennsylvania Avenue and Marina Boulevard. The goal of this Project is to reduce the probability of rear-end accidents due to stacked traffic on eastbound Highway 12, west of the Marina Boulevard intersection.

During peak travel times this section of Highway 12 has experienced stacking of vehicles at the signal intersection of Highway 12 and Marina Boulevard. Vehicles in the queue are not readily visible to those traveling eastbound on Highway 12 due to the crest of the existing overpass which creates a visual block of the traffic conditions. These conditions cause this location to have a higher probability of experiencing rear-end accidents between the moving vehicles and the stopped vehicles in the queue.

Construction documents have been prepared for this Project, and Caltrans has given the City approval to proceed with the construction phase.

STAFF REPORT: The construction documents for this Project were advertised in the Daily Republic newspaper on August 8, 2019, and again on August 17, 2019. Bids were opened on August 29, 2019, at 2:00 PM, at which time two (2) bids were received. Staff has reviewed the low bidder’s proposal and bid documents. Staff has determined that the bid submitted by W. Bradley Electric, Inc. is the lowest responsive bid.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Nick Lozano, Associate Engineer
 Matthew Medill, Public Works Director/City Engineer
 Greg Folsom, City Manager

The two bids received for the Project are as follows:

<u>Company</u>	<u>Base Bid</u>
Engineer's Estimate	\$87,500.00
W. Bradley Electric, Inc.	\$105,945.00
Mike Brown Electric Co.	\$123,952.00

Given that the construction budget is enough to cover the construction contract for this Project, staff recommends awarding the construction contract in the amount of \$105,945.00 to W. Bradley Electric, Inc. for the State Route 12 Advance Warning Devices Project, Federal Project Number HSIPL-5032(031). Staff also recommends approval to utilize the remaining construction budget of \$27,7684.45 for contingencies and staff time's in administering the construction contract and performing construction inspections.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2019-___: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with W. Bradley Electric, Inc. for the State Route 12 Advance Warning Devices Project, Federal Project Number HSIPL-5032(031).

ATTACHMENTS:

1. Resolution No. 2019-___: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with W. Bradley Electric, Inc. for the State Route 12 Advance Warning Devices Project, Federal Project Number HSIPL-5032(031).
2. Project Location Map.

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RESOLUTION NO. 2019-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION
CONTRACT ON THE CITY’S BEHALF WITH W. BRADLEY ELECTRIC, INC. FOR
THE STATE ROUTE 12 ADVANCE WARNING DEVICES PROJECT, FEDERAL
PROJECT NUMBER HSIPL-5032(031)**

WHEREAS, the City has been awarded federal Highway Safety Improvement Program (HSIP) grant funding for the State Route Highway 12 Advance Warning Devices Project (Project); and

WHEREAS, HSIP funding awarded to the Project is in the amount of \$162,000, and the City is required to provide a local match of \$18,000, which will be supplied by the Off Site Street Improvement Program (OSSIP) fund; and

WHEREAS, the Project will install flashing advance warning devices as well as corresponding vehicular detection devices on eastbound Highway 12 between Pennsylvania Avenue and Marina Boulevard; and

WHEREAS, the City’s design consultant has prepared plans, specifications; and engineer’s cost estimate for the Project; and

WHEREAS, the construction documents for the Project were advertised on August 8, 2019 and August 17, 2019 in the Daily Republic newspaper; and

WHEREAS, two (2) sealed bid proposals were received by the City on August 29, 2019, by 2:00 pm, and bids were opened and read aloud; and

WHEREAS, W. Bradley Electric, Inc. provided the lowest responsive bid of \$105,945.00.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to enter into a construction contract on behalf of the City with W. Bradley Electric, Inc. for the State Route 12 Advance Warning Devices Project, Federal Project Number HSIPL-5032(031), in the amount of \$105,945.00 and to take any and all necessary and appropriate actions to implement this contract. The City Council further authorizes the City Manager to approve use of the remaining construction budget of \$27,768.45 for contingencies and staff’s time in administering the construction contract and performing construction inspections.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 17th day of September 2019, by the following vote:

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

1 **WITNESS** my hand and the seal of said City this 17th day of September 2019.

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Donna Pock, CMC
Deputy City Clerk

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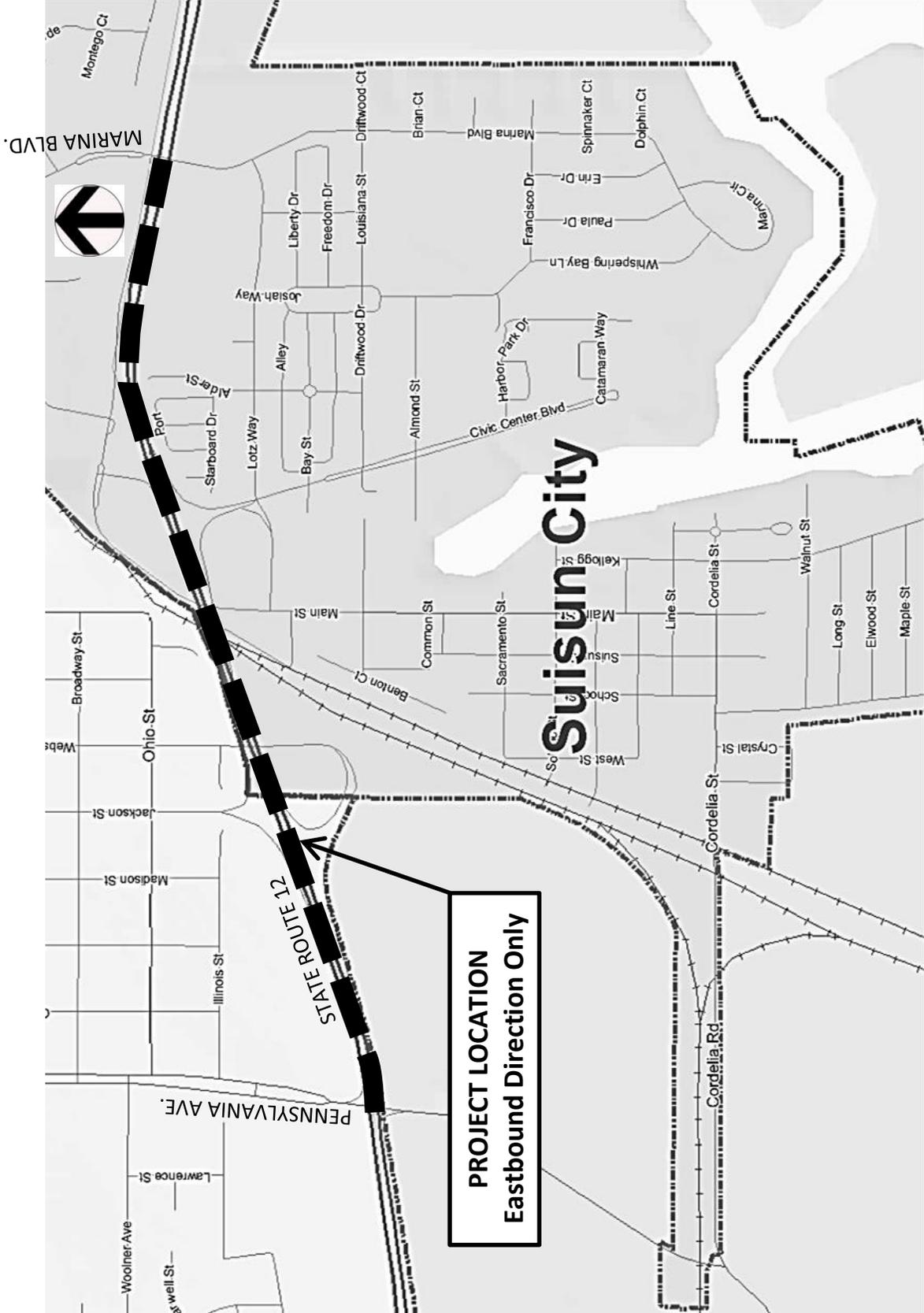
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LOCATION MAP

State Route 12 Advance Warning Project, Federal Project Number HSIPL-50332(031)
Eastbound State Route 12 between Pennsylvania Avenue and Marina Boulevard



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AGENDA TRANSMITTAL

MEETING DATE: September 17, 2019

CITY AGENDA ITEM: Adoption of Council Resolution No. 2019-__: Authorizing the City Manager to Execute a Program Supplement Agreement with the California Department of Transportation for the McCoy Creek Trail – Phase 2 Project, Federal Project Number ATPL-5032(032).

FISCAL IMPACT: There would be no fiscal impact on the General Fund associated with the McCoy Creek Trail – Phase 2 Project (Project). The City has applied for and has been awarded Active Transportation Program (ATP) funding in the amount of \$4.137 million to cover design and construction costs, including City staff time. No local match is necessary for the ATP grant funds for this Project.

BACKGROUND: The Project will be an extension of McCoy Creek Trail – Phase 1, completed in 2008 along the west bank of the McCoy Creek between Highway 12 and Pintail Drive. The existing Phase 1 Trail is a 10-foot wide concrete path along the west bank of the McCoy Creek between Highway 12 and Pintail Drive. The Project would extend the existing Phase 1 Trail by constructing a Class I pedestrian/bicycle path along the west bank of the McCoy Creek canal from the north side of Pintail Drive to Blossom Avenue.

The Project will include a prefabricated pedestrian/bicycle bridge from the south bank of the Laurel Creek canal to the north bank of the Laurel Creek canal (roughly ending at the dead-end of Humphrey Drive). It will then continue along the north bank of the Laurel Creek canal to Blossom Avenue (see Attachment 2 – Project Location Map). The Project will be approximately one (1) mile in length. In addition to constructing a 10-foot wide concrete path and installing a prefabricated bridge, other improvements could include installing shade structures, site furnishings, minor landscaping, monument entrance signs, educational kiosk signs, wayfinding signs, chokers and crosswalks at mid-block crossings, street lighting, railings, and fencing. This Project is a natural, scenic path through the center of town and allows for easy connection to the Kroc Center, Suisun library, Suisun Elementary, transportation, shopping, and the Central County Bikeway.

The last planned phase of the overall McCoy Creek Trail would complete the path eastward from Blossom Avenue to the bend in Laurel Creek canal where it turns northward (just east of Sunset Avenue) and will dead-end at Old Railroad Avenue. This would allow access into the City of Fairfield from the Trail.

The Project is currently in the environmental clearance phase. All studies and reports have been completed by the City’s consultant, as well as by City staff, and are currently being reviewed for approval by Caltrans. The funding allocation of \$75,000 to cover environmental work associated with this Project is from the Park Development Fund. On November 15, 2017, the Parks &

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Nick Lozano, Associate Engineer
 Matthew Medill, Public Works Director/City Engineer
 Greg Folsom, City Manager

Recreation Commission approved this allocation, and on November 21, 2017, the City Council approved the appropriation of the funds. Remaining funds from this portion of the Project will be returned to the Park Development Fund.

STAFF REPORT: Caltrans recently sent the City the “Program Supplement Agreement No. S94 to Administering Agency-State Agreement for State Funded Projects No. 00140S” as part of the authorization process to begin the preliminary engineering (design) phase of the Project for which \$650,000 ATP grant funds have been allocated. There is no local match required for this allocation.

The Supplement Agreement defines the funding commitments, special covenants and other responsibilities the City must satisfy in order to seek and obtain reimbursement under the grant. The Supplement Agreement is attached (Attachment No. 3) for reference. Before Caltrans can issue the authorization to proceed with the design phase of the Project, the Supplement Agreement will need to be signed by the City. The signed Agreement will need to be submitted to Caltrans with a certified Resolution that clearly defines the City representative(s) who is/are authorized to sign on the City’s behalf. This Resolution authorizing the City Manager to execute the Supplement Agreement is attached (Attachment No.1).

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2019-__ : Authorizing the City Manager to Execute a Program Supplement Agreement with the California Department of Transportation for the McCoy Creek Trail – Phase 2 Project, Federal Project Number ATPL-5032(032).

ATTACHMENTS:

1. Resolution No. 2019-__ : Authorizing the City Manager to Execute a Program Supplement Agreement with the California Department of Transportation for the McCoy Creek Trail – Phase 2 Project, Federal Project Number ATPL-5032(032).
2. Project Location Map.
3. Program Supplement Agreement S94 to Administering Agency-State Agreement for State Funded Projects No. 00140S.

RESOLUTION NO. 2019-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROGRAM SUPPLEMENT
AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
FOR THE MCCOY CREEK TRIAL – PHASE 2 PROJECT, FEDERAL PROJECT
NUMBER ATPL-5032(032)**

WHEREAS, the City has received Active Transportation (ATP) grant funding for the design and construction of the McCoy Creek Trail – Phase 2 Project (Project) in the amount of \$4.137 million for design and construction; and

WHEREAS, the Project will extend the existing Phase 1 Trail by constructing a Class I pedestrian/bicycle concrete path along the west bank of the McCoy Creek canal from the north side of Pintail Drive to Blossom Avenue; and

WHEREAS, the Project path alignment will be along the west bank of the McCoy Creek Trail beginning at Pintail Drive to the point McCoy Creek meets the Laurel Creek, then will cross the creeks with a prefabricated bridge, and then will run along the north bank of the Laurel Creek to Blossom Avenue; and

WHEREAS, of the \$4.137 million dollars in ATP grant funding awarded to the City for the Project, \$650,000 is allocated for the design phase; and

WHEREAS, prior to the California Department of Transportation (Caltrans) authorizing the City to proceed with the design phase of the Project, the City must execute a project-specific Program Supplement Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute the Program Supplement Agreement S94 to Administering Agency-State Agreement for State Funded Projects No. 00140S for the McCoy Creek Trail – Phase 2 Project with the California Department of Transportation.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 17th day of September 2019, by the following vote:

1 **AYES:** Councilmembers: _____
2 **NOES:** Councilmembers: _____
3 **ABSENT:** Councilmembers: _____
4 **ABSTAIN:** Councilmembers: _____

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6 **WITNESS** my hand and the seal of said City 17th day of September 2019.
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Donna Pock, CMC
Deputy City Clerk

LOCATION MAP McCoy Creek Trail – Phase 2



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PROGRAM SUPPLEMENT NO. S94
to
**ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00140S**

Adv Project ID **Date:** August 27, 2019
0418000274 **Location:** 04-SOL-0-SUIS
 Project Number: ATPL-5032(032)
 E.A. Number:
 Locode: 5032

This Program Supplement, effective 08/15/2019, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00140S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of _____ and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: In Suisun City: Along the west bank of McCoy Creek from Pintail Drive to Laurel Creek and continues along north bank of Laurel Creek to Blossom Avenue.

TYPE OF WORK: Construct Class I Bikeway with Bridge, Roadway Crossings, Signage, and Shaded Vista Areas

Estimated Cost	State Funds		Matching Funds	
	SB1 funds		LOCAL	OTHER
\$650,000.00	\$650,000.00		\$0.00	\$0.00

CITY OF SUISUN CITY

By _____
Title _____
Date _____
Attest _____

**STATE OF CALIFORNIA
Department of Transportation**

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Risa Dore

Date 8/27/19 \$650,000.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District

SPECIAL COVENANTS OR REMARKS

Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

SPECIAL COVENANTS OR REMARKS

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

K. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

MINUTES

**REGULAR MEETING OF THE
 SUISUN CITY COUNCIL,
 SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
 REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
 AND HOUSING AUTHORITY
 TUESDAY, AUGUST 27, 2019
 6:30 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/Board Member Jane Day from: 301 Morgan Street, Suisun City, CA 94585*

Mayor Wilson called the meeting to order at 6:30 PM with the following Council / Board Members present: Adams, Day, Williams, Wilson. Council / Board Member Segala 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.)

REPORTS: (Informational items only.) - None

PRESENTATIONS/APPOINTMENTS - None

(Presentations, Awards, Proclamations, Appointments).

CONSENT CALENDAR

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

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

1. 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/or Housing Authority held on July 16, 2019 and August 14, 2019 – (Hobson: clerk@suisun.com).

Motioned by Council Member Day and seconded by Council Member Williams to approve Consent Calendar. Motion carried unanimously by the following roll call vote:

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

ABSENT: Council Member Segala

PUBLIC HEARINGS**GENERAL BUSINESS****REPORTS: (Informational items only.)**

2. a. Council/Boardmembers
- b. Mayor/Chair

Council Member Day asked if was going to be done with the lot in the 600 block of Main where the structure had burned and the weeds in the park-n-ride on Lotz Way? City Manager Folsom reported there was an ongoing investigation and the owner had promised to clean it up in the next couple of weeks.

Council Member Adams reported:

- Attending CASA (California Association of Sanitation Agencies) Conference last week;
- City submitted a request to the Capitol Corridor Joint Powers Authority, who serves the Suisun Train Depot, for a \$300,000k grant to improve lighting and other minor capital improvements;
- Suisun Climate and Environment Committee had met for the first time where presentations had been made by Amy Hartman of the Greenbelt Alliance, Jessica Davenport of Coastal Conservancy and Steve Chappell of the Marsh Management Agency;
- Legislation has been passed by the State that allows for the formation of a Solano Parks District. It could go on the March or November 2020 ballot, but has to be placed there by the Board of Supervisors. Climate and Environment Committee requests the Council write a letter to the Board of Supervisors showing support for the Parks District and for it to be placed on the next ballot for formation.

Council Member Williams:

- Thanked everyone who came out for the Strategic Planning Meeting; reported receiving several calls about a homeless person brandishing a weapon down off of Main Street and others running around unclothed;
- Reported speeding on Blossom and suggested this go to the Traffic Committee for review;
- Reported tomorrow would be the first anniversary of her son, David William's passing away and it was because of him Golden Hills has their first wheel chair assessable van, Solano Community College has updated their horticulture program so students in wheel chairs can participate.

Mayor Wilson:

- Reported attending CASA Conference last week where diversity in employment was discussed and hiring people with issues, such as ADHD, ADD, autism spectrum, or bipolar and incorporating accommodations for such issues;
- Suggested staff do a periodic review of the City with regards to upkeep of

weeds, trash, etc;

- Reported a full update would be given in September regarding an update on fires in the area.

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.)

CLOSED SESSION

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

City Council

4. CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Administrative Services Director, City Manager

Employee organizations:

- SCEA (Suisun City Employees’ Association); and
- SCMPEA (Suisun City Management and Professional Employees’ Association)

7:05 PM – Mayor Wilson recessed the meeting to Closed Session.

CONVENE OPEN SESSION

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

10:00 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 10:00 PM.

Linda Hobson, CMC
City Clerk

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AGENDA TRANSMITTAL

MEETING DATE: September 17, 2019

CITY AGENDA ITEM: Council Adoption of Resolution No. 2019-___: Allowing Temporary Appointments to the Lighting & Landscaping District Citizen's Advisory Committee.

FISCAL IMPACT: No fiscal impact.

BACKGROUND: The City Council on February 19, 2019 created three new Citizen Advisory Committees. The Public Safety & Emergency Management Committee and the Environment and Climate Committee both have complete committees and have met as a committee at least once. The Lighting & Landscape Committee has not been able to reach a full committee yet.

STAFF REPORT: The Lighting & Landscaping Citizen Advisory Committee was set up to be a 15-member board comprised of one member from each of the 11 Lighting and Landscaping Districts (LLDs), two members from the Dredging Districts, one member appointed by the Mayor from an area of the city without an LLD, and one member who is a current Parks and Recreation Commissioner (who would be the Chair). However, to date only 7 members have been appointed to the committee, including the Parks and Recreation Commissioner.

RECOMMENDATION: Council Adoption of Resolution No. 2019-__: Allowing temporary Council appointment to the Lighting & Landscaping Citizen Advisory Committee to serve until a member meeting one of the original requirements is appointed.

ATTACHMENTS:

1. Resolution No. 2019 - : Allowing Temporary Appointments to the Lighting & Landscaping District Citizen's Advisory Committee.
2. Resolution No. 2019 - 09: Establishing a Public Safety, Environment and Climate and a Landscaping Lighting District Citizen's Advisory Committees.

PREPARED/REVIEWED/APPROVED BY:

Greg Folsom, City Manager

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RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL ALLOWING TEMPORARY APPOINTMENTS TO THE LIGHTING & LANDSCAPING DISTRICT CITIZEN’S ADVISORY COMMITTEE

WHEREAS, on February 19, 2019 the City Council approved three new Citizen Advisory Committees including Public Safety & Emergency Management Committee, Lighting & Landscaping District Citizen’s Advisory Committee, and Environment and Climate Committees; and

WHEREAS, the Public Safety & Emergency Management Committee and the Environment and Climate Committee both have fully appointed committees and have officially met as a committee at least once; and

WHEREAS, the Lighting & Landscaping District Citizen’s Advisory Committee has not been able to reach a full committee and has only 7 members, including the Parks and Recreation Commissioner, out of a 15-member board; and

NOW THEREFORE BE IT RESOLVED, that the City Council allows temporary Council appointments to the Lighting & Landscaping District Citizen’s Advisory Committee to serve until a member meeting one of the original requirements is appointed.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 17th day of September 2019, by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of September 2019.

Donna Pock, CMC
Deputy City Clerk

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RESOLUTION NO. 2019-09

**A RESOLUTION OF THE CITY COUNCIL ESTABLISHING A PUBLIC SAFETY,
ENVIRONMENT AND CLIMATE AND A LANDSCAPING LIGHTING DISTRICT
CITIZEN'S ADVISORY COMMITTEES**

WHEREAS, the City Council approved in principle the formation, mission, and functions of three new Suisun City Citizens Advisory Committees: Environment & Climate, Public Safety & Emergency Management, and Lighting & Landscape; and

WHEREAS, the City Council purpose in establishing the new advisory committees was their desire to foster a culture of civic engagement as part of Suisun City's form of governance; and

WHEREAS, one tool recognized to achieve such a culture is the cultivation of citizen advisory committees that can be engaged to help in the decision making process; and

WHEREAS, once established, Staff will begin working on bylaws and a suggested work program for the Committees.

NOW THEREFORE BE IT RESOLVED, that the formation and membership of the Advisory Committees shall be established as provided for in Exhibit A; and

BE IT FURTHER RESOLVED, that the City Council commence forwarding the names of individual you wish to be appointed to the Advisory Committees as provided for in Exhibit A.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 19th day of February 2019, by the following vote:

AYES:	Councilmembers:	<u>Adams, Day, Segala, Williams, Wilson</u>
NOES:	Councilmembers:	<u>None</u>
ABSENT:	Councilmembers:	<u>None</u>
ABSTAIN:	Councilmembers:	<u>None</u>

WITNESS my hand and the seal of said City this 19th day of February 2019.



Donna Pock, CMC
Deputy City Clerk

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AGENDA TRANSMITTAL

MEETING DATE: September 17, 2019

CITY AGENDA ITEM: Council Discussion and Direction: Suisun City Fiscal Model and Analysis.

FISCAL IMPACT: Not Applicable.

BACKGROUND: Suisun City is facing financial pressures as a result of new budget priorities and significant additional investment in the Fire Department for the safety of our citizens. As was discussed in the FY 2019/20 budget meetings, the current allocation of resources is unsustainable and steps will need to be taken to reduce expenses, increase revenues, or some combination thereof. Based on that discussion, I have engaged a consultant team to advise on our potential revenue options and they will be surveying the community in the coming weeks.

As the City prepares its first-ever Strategic Plan, a detailed, long-term fiscal analysis and model was determined to be necessary to inform important resource planning decisions. Management Partners, a recognized expert in fiscal modelling for public agencies, was selected to assist the City with the preparation of a long-range, financial forecasting tool to:

- Provide expertise in the preparation of a fiscal model;
- Provide third-party objectivity to the financial forecast;
- Provide a tool for making informed decisions; and
- Provide transparency to the fiscal implications of those decisions.

Management Partners was founded in 1994 with a specific mission to help local government leaders improve their service to the public. It has a well-established track record of helping public sector organizations throughout the United States, including all of the services provided by cities, counties, towns and special districts at the local level. A more detailed description of the Management Partners qualifications can be found in the Proposal of Work.

STAFF REPORT: Management Partners was asked to build a fiscal model to meet the needs of the City with detailed specifications to simulate different scenarios involving expenditure and revenue variables. They were also charged with developing budget strategies to strengthen the City's fiscal sustainability for the future.

The Fiscal Model that was prepared focuses on the General Fund and includes special revenue funds, capital, debt and internal service funds to fully support the General Fund forecast model. This model includes a ten-year forecast for the City that will highlight all major costs and anticipated revenues. It also contains costs related to employees, including obligations from CalPERS, other post-employment benefits (OPEB), salaries, and other compensation.

Lastly, the model has an easy-to-use dashboard so assumptions can be easily changed with respect to revenue growth, pension obligations, expenditure assumptions by line item, and other factors.

PREPARED BY:

Joe Dingman, Administrative Services Director

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

This Model is the City's to use and Management Partners will provide training and a user's guide so City staff can update the forecast as needed and use it as a tool for the future.

Mr. Bob Leland of Management Partners will present the findings of the analysis and model evaluation. Pending discussion and direction from Council to reduce expenses, increase revenues, or some combination thereof, staff will come back at a future Council meeting with more detailed options for fiscal sustainability.

RECOMMENDATION: Staff recommends that the City Council receive the presentation from Management Partners, provide direction to staff, and use the data from the Fiscal Model to inform future budget decisions.

ATTACHMENTS:

1. Suisun City Long-Range Fiscal Model Project (PPT Slides)
2. Management Partners Proposal of Work and Contract

Suisun City Long-Range Fiscal Model Project



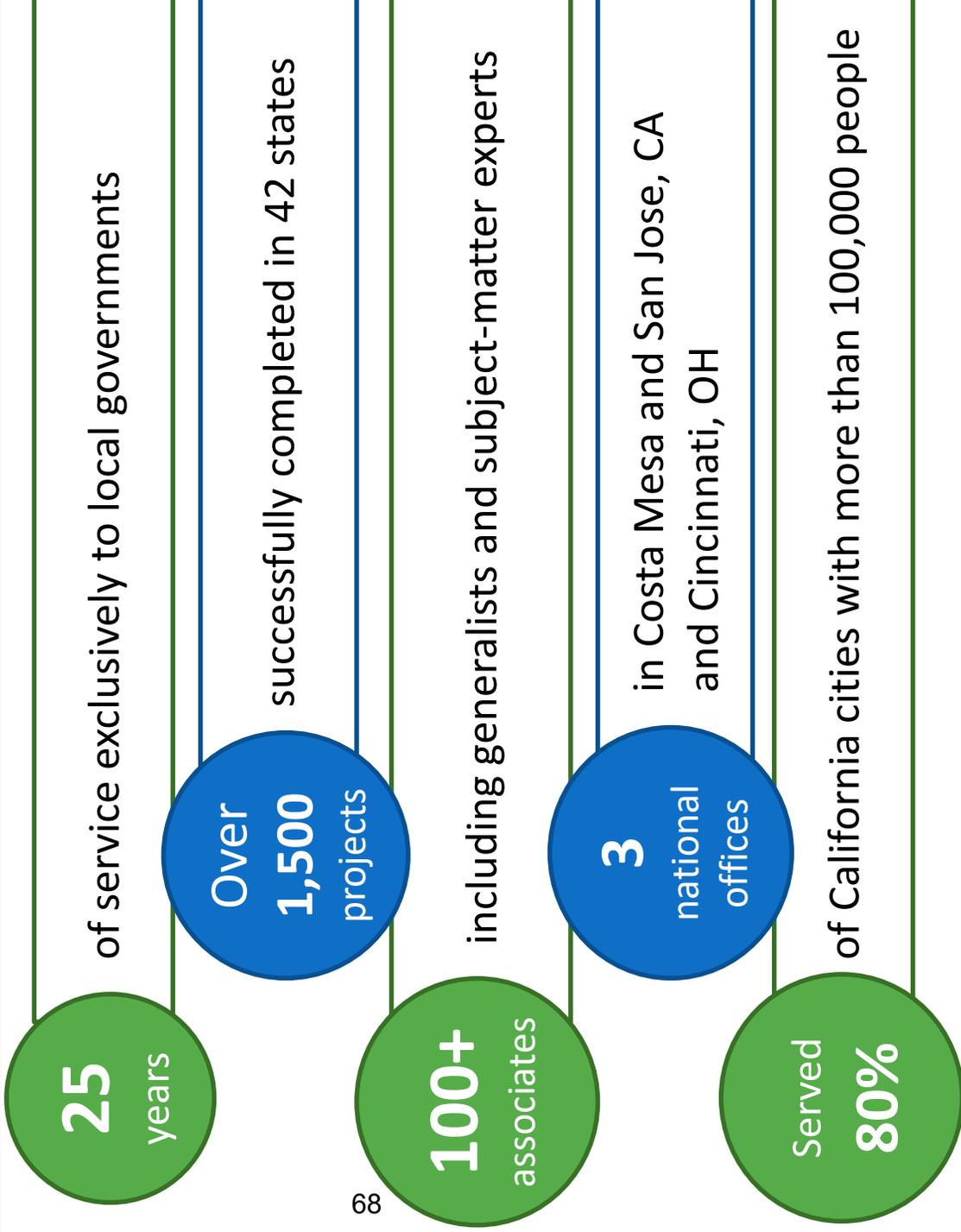
Suisun City Council Meeting

September 17, 2019

Bob Leland, Special Advisor
Management Partners



Management Partners Serves Only Local Government Clients Nationwide, Including California's Largest Cities



Services

- Operations Improvement
- Strategic Planning
- Service Sharing
- Financial Planning & Budgeting
- Organization Analysis
- Organization Development
- Performance Management
- Process Improvement
- Facilitation and Training
- Executive Recruitment
- Executive Coaching

Prepared long-range models for over 30 California cities including: Concord, Davis, Garden Grove, Hayward, Modesto, Oxnard, Stockton, Sacramento, San Bernardino, San Leandro, Santa Ana, and Vallejo

Long-Range Fiscal Model Project

1. Impartial Outside Review

- MP provides expert “second opinion” on critical issues of fiscal sustainability

2. Identify Factors Driving Forecast

- Identify external and internal factors driving revenues and spending levels over the next 20 years for the General Fund and selected other funds

3. Create Fiscal Model & Baseline Forecast

- Long-term projections with current service levels and known increases, before any corrective budget actions
- Test alternative outcomes (recessions, revenues, COLAs, staffing levels, unmet needs)

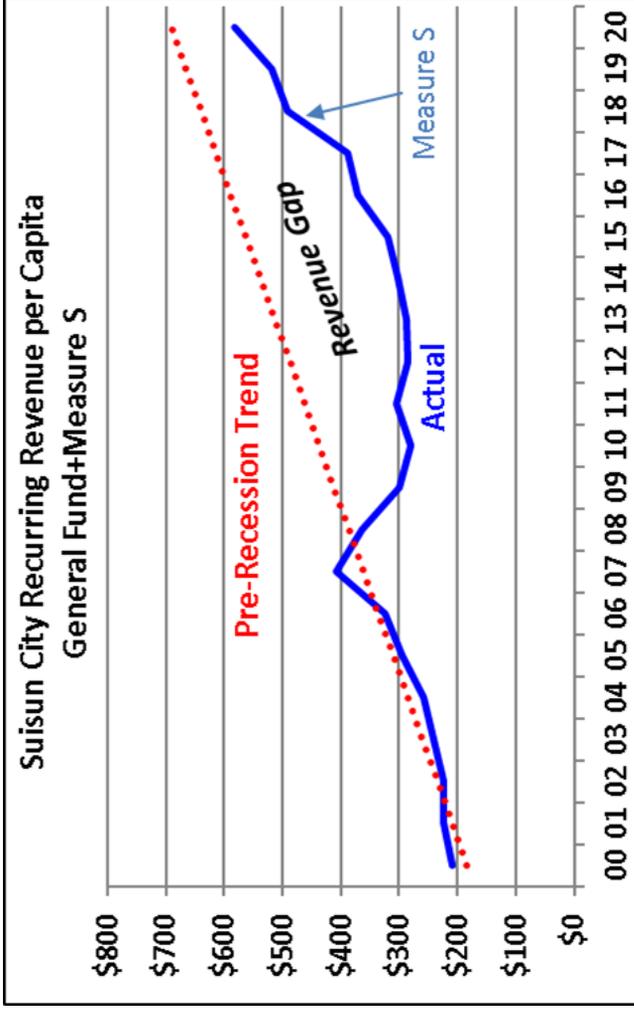
City has Much in Common with Other Agencies

- Continuing revenue gap
- Wage pressures
- Coping with next recession
- New development lagging
- Pension cost increases
- Deferred maintenance



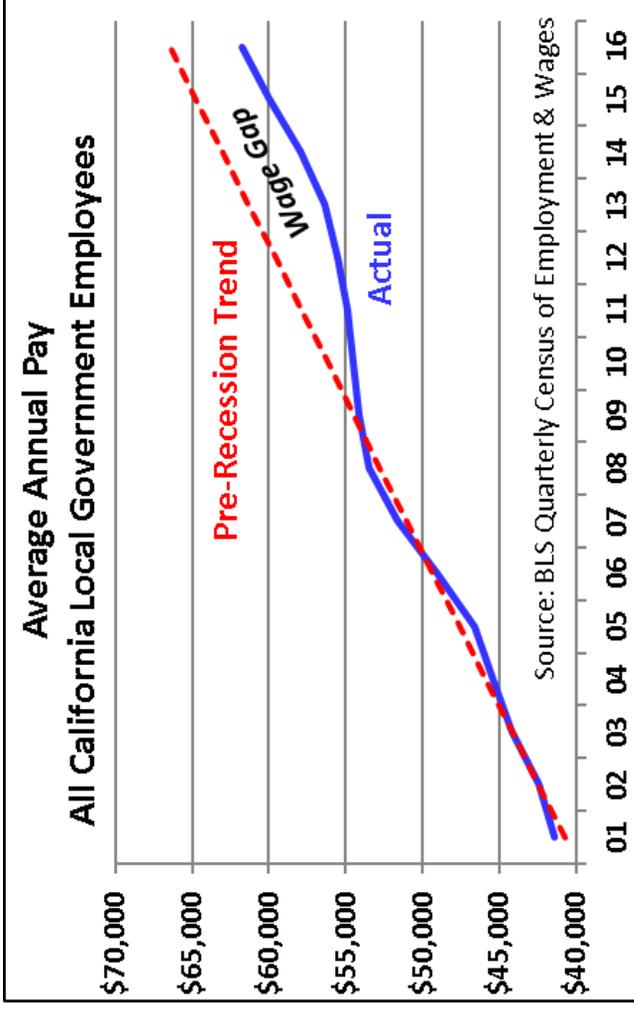
Twin Legacies of Great Recession: Revenue & Wage Gaps

Revenue Gap Limits Ability to Restore Services



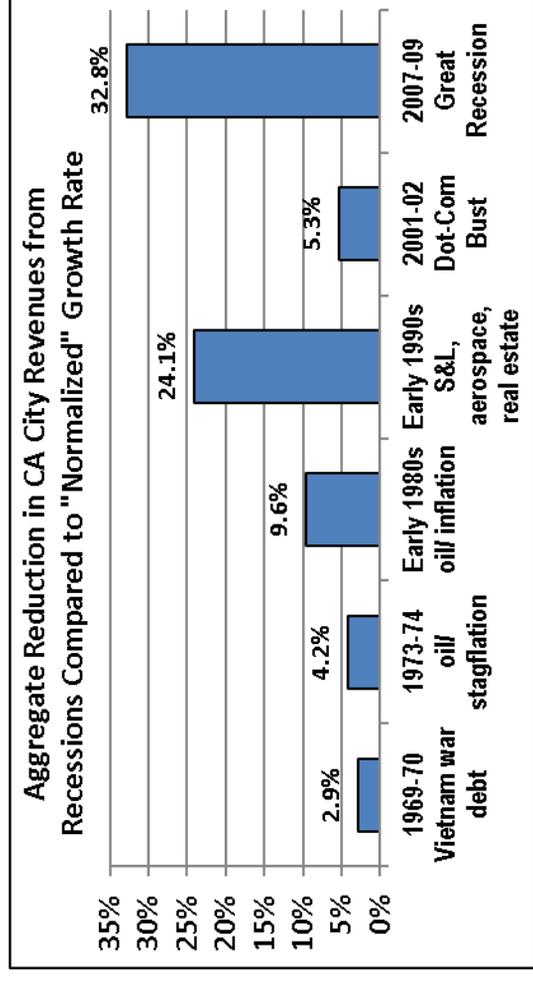
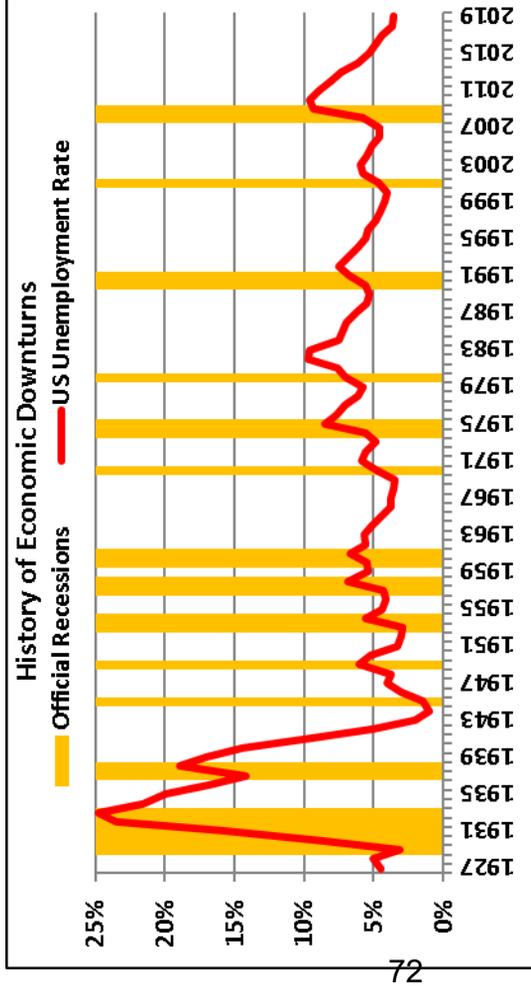
- In general, local agencies have not recovered from Great Recession revenue losses; large gap typically exists between past expectations and current reality

Wage Gap Puts Pressure on Personnel Costs



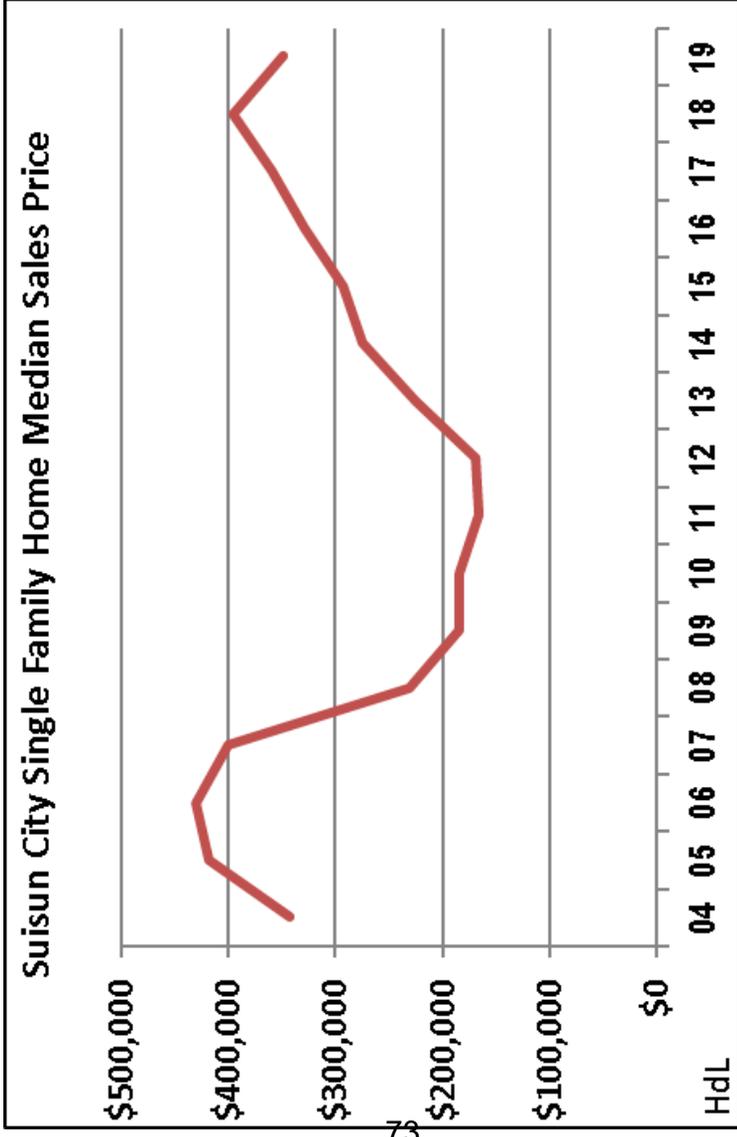
- No or low COLAs in wake of recession slowed wage growth
- New hires since 2013 seek higher wages to compensate for their lower PEPPRA-level pension benefits

Past and Future Recessions

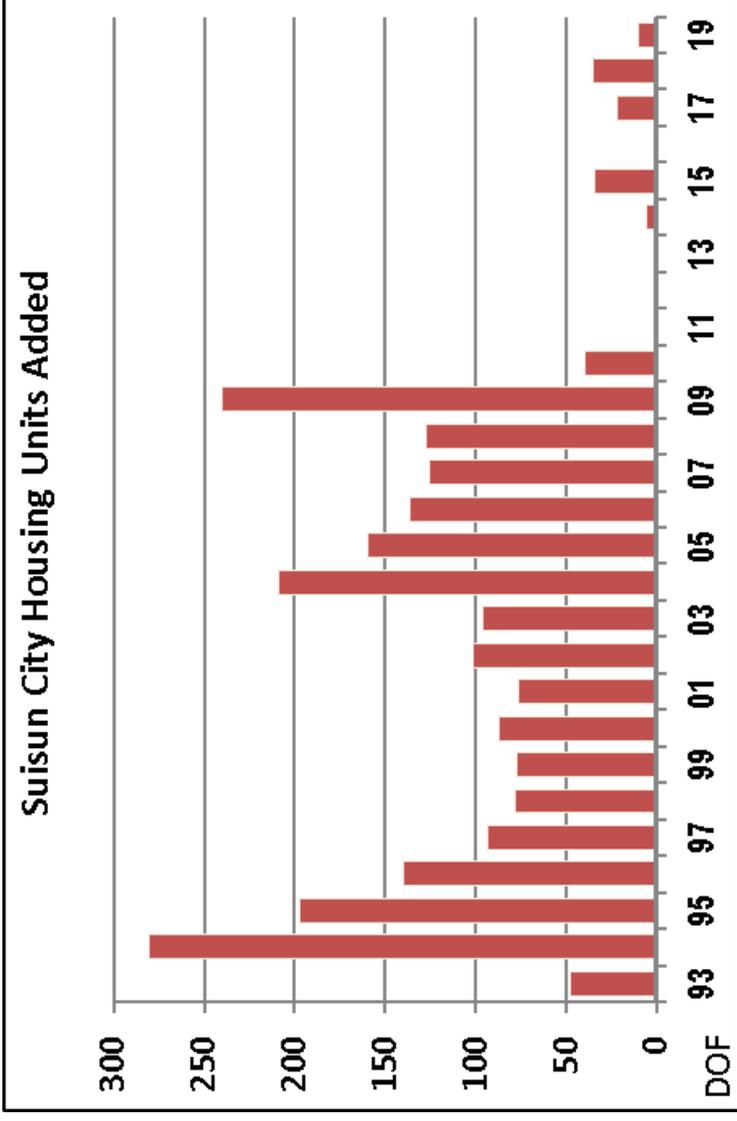


- **Past:** Recessions occurred on average every 7 years since 1927; revenue loss from normal growth during last six recessions ranged from 3%-33% for CA cities
- **Future:** When will the next recession occur?
 - **CA Legislative Analyst** – State Budget Review includes “recession scenario” starting 3Q20, based on the “moderate” recession scenario of Moody’s Analytics
 - **UCLA Anderson School of Mgmt** – “while the global economy started out strong in 2018, signs of its weakening will likely be everywhere by year’s end” (Mar 2019)
 - **Business Economists** – 74% polled in August 2019 saw a recession starting by the end of 2021: in 2019 (2%), in 2020 (38%), in 2021 (34%); 26% said 2022 or later
 - **Inverted Yield Curve** – past 7 recessions occurred after a full inversion of the yield curve (short-term yields higher than long-term), has widened since Mar 2019
 - **JPMorgan Chase** – in June predicted 45% chance of recession in 2020 (up from 20% in early 2018)

New Development Lagging

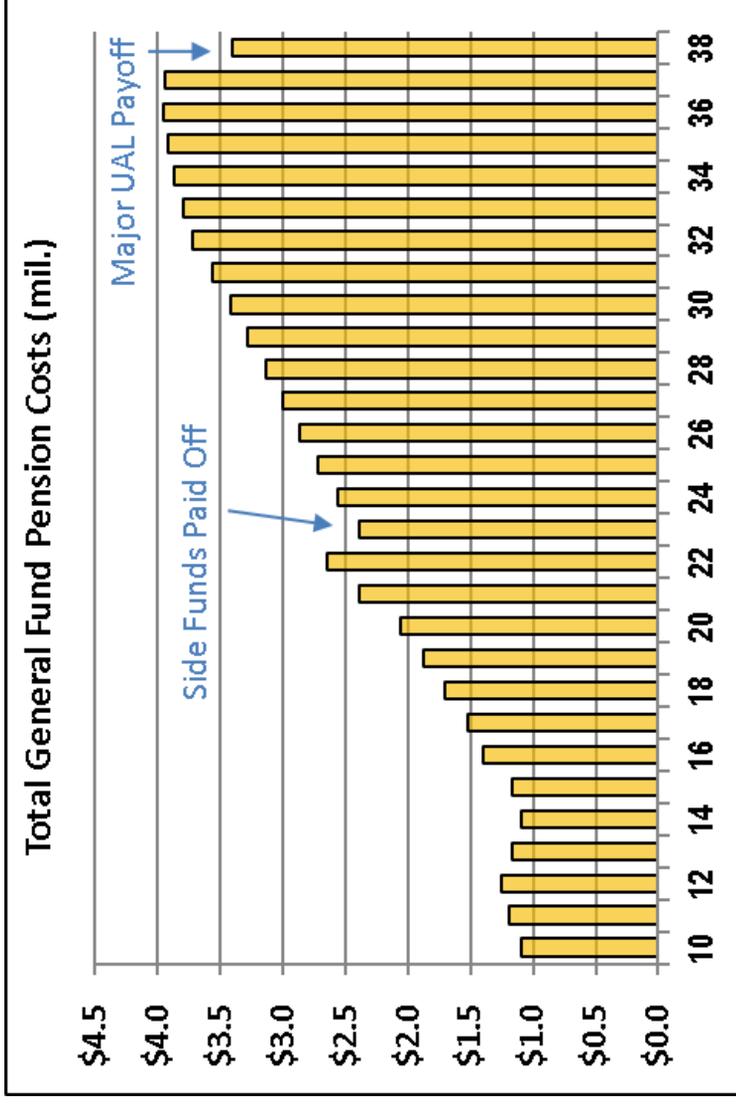
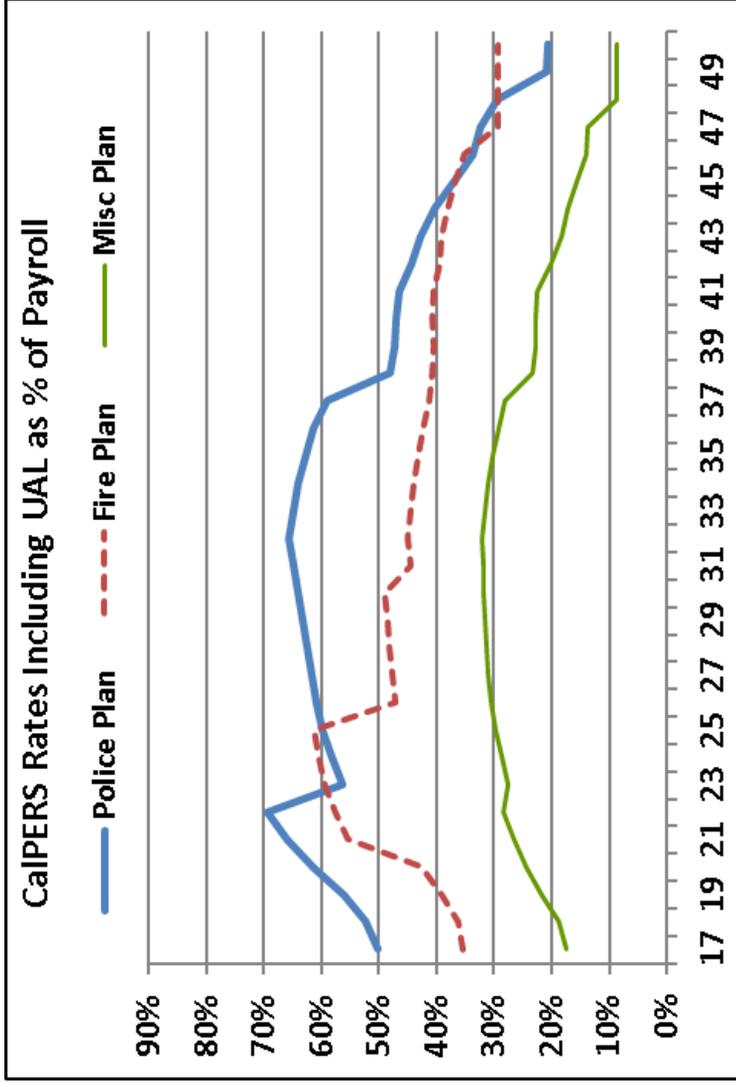


- Median home sales price has slowly risen to near pre-recession peak before decline in past year



- Growth in housing units has been minimal over past 10 years, despite improvement in the overall economy

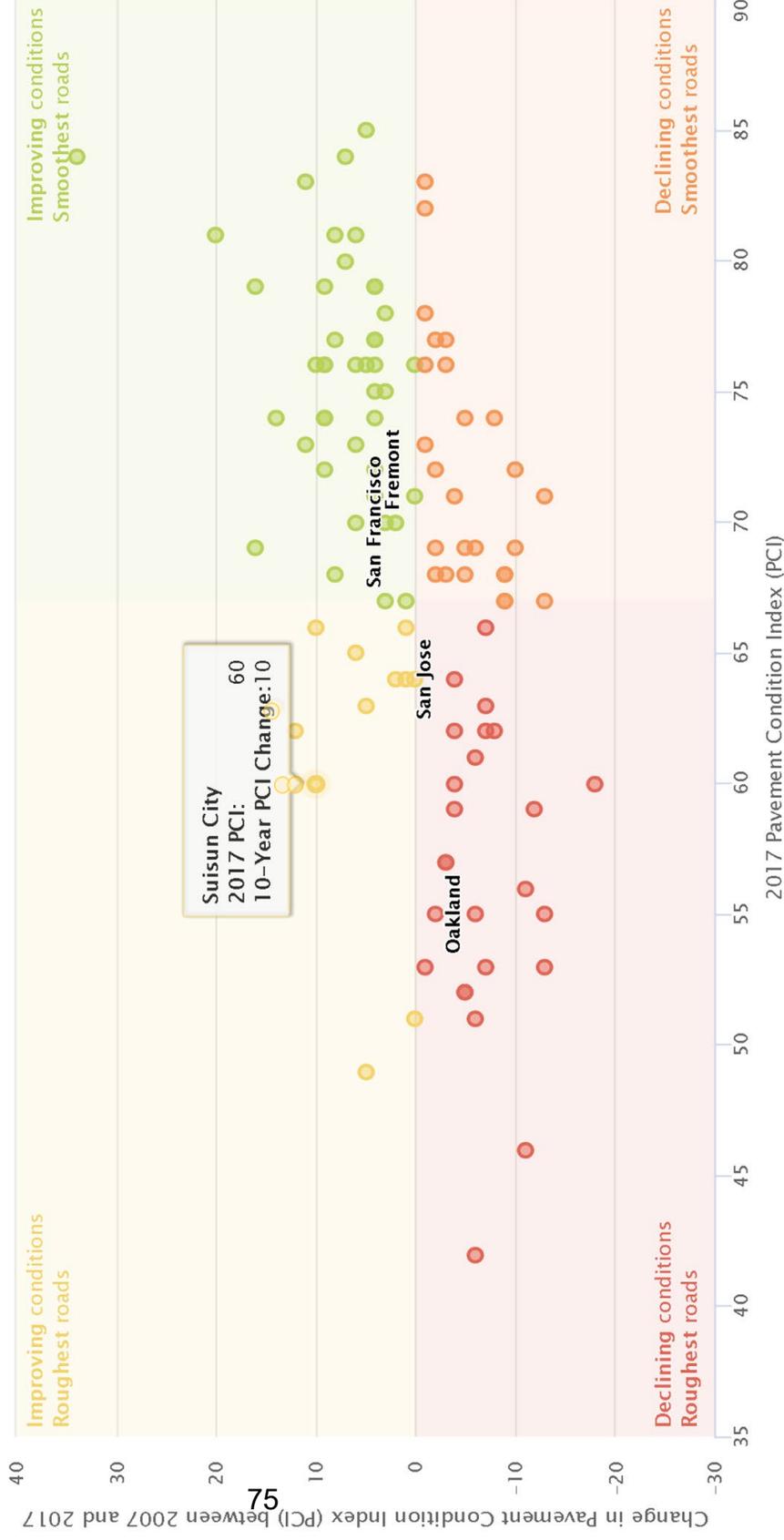
Pension Costs Will Double



- Pension rates include impact of lower discount rate, PEPRAs benefits and gradual payoff of unfunded accrued liability (UAL); both City and statewide plans are funded at 70%
- FY19 pension costs will double before falling in late 2030's; side fund payoffs help some, but main relief in late 2030's

Maintenance Backlog Growing

Ranking of Pavement Condition Index for All Bay Area Cities and Counties



- Maintenance usually hit first during cutbacks
- Costs grow significantly through delay
 - Example: \$4.50/sqyd for surface seal on streets vs. \$81/sqyd for base repair
- Accounting standards don't recognize deferred maintenance obligations as balance sheet liabilities
- Facilities evaluation required to know how bad City's deferred maintenance backlog really is

Special Issues for Suisun City

- **Tax Generating Capacity Low**
 - City's property tax revenue per capita is only \$100, compared to \$311 statewide average (FY17)
 - City's 1% sales tax per capita as of FY18 is only \$60, compared to \$179 statewide; 1% Measure S tax helps close this gap, but expires in 2027
- **Volunteer Fire Department**
 - More difficult to find adequate number of volunteers; Fire positions are costly (Dixon's fire dept has 23 paid FTE and costs \$5.1M, with smaller population)
- **Dredging Obligation**
 - To keep marina and channel open, costly periodic dredging is required; no guarantee future costs will be reimbursed by RDA or State
- **Redevelopment Impact**
 - High portion of property tax committed to prior RDA and remaining debt delays receipt of City's full share of residual property tax
- **New Development Challenges**
 - Redevelopment tools to stimulate development are gone, and the marsh, Highway 12 and Old Town present some development challenges



Fiscal Model is Dynamic, Flexible, Transparent

1. Numerous Budget Options

- Control panel for setting economic strength and spending levels
- Dashboard of charts update automatically as assumptions change

2. Create Alternate Scenarios

- Identifies available resources over 20 years under various assumptions
- Different assumptions = different forecast

3. Develop Budget Strategies

- Model will aid City in developing budget which is sustainable over the long-term
- Transparency improves forecast credibility
- Not a replacement for annual budget, which sets detailed short-term spending priorities
- City owns the model, can be continuously updated

Uncertainty Unavoidable, but Goal is a Realistic Forecast

Less Realistic	More Realistic
Straight-line revenue projections	Projections reflect economic cycles as stress-test for City finances
Assume no wage increases	Build in reasonable wage increases to reflect cost pressures
Exclude impact of movement within wage scales	Include net impact of step increases and savings from employee turnover
Hold staffing levels constant	Include some growth to respond to community and workload growth
Budget gross personnel costs	Budget for anticipated vacancy savings
Maintain current pension discount rate	Assume decline in pension discount rate
Deferred maintenance backlog grows	Make allowance for ongoing capital spending

Assumptions are the Key – the Rest is Just Arithmetic

- **Economy**
 - Pension Discount Rate
 - Recessions
 - Sales Tax Growth Rate
 - New Development/ Property Tax Growth
- **Spending**
 - Salary COLAs
 - FTE Growth/Fire Dept Staff
 - Capital Spending
 - O&M Growth
 - Dredging Reimbursement



Range of Economic Assumptions

	Weaker	Moderate	Stronger
Pension Discount Rate	Decline from 7% to 6% over 10 years starting FY24	Decline from 7% to 6% over 20 years starting FY24	Remains at 7% ongoing
Recessions	Starts FY21*, 7-year cycle; property tax off 4%, sales/other taxes off 10% over 24 months; 3-year recovery	Starts FY21*, 7-year cycle; property tax off 3%, sales/other taxes off 7.5% over 18 months; 3-year recovery	Starts FY21*, 7-year cycle; property tax off 2%, sales/other taxes off 5% over 12 months; 3-year recovery
Sales Tax Growth	City 1%: average 1.4% Measure S: average 0.9%	City 1%: average 1.7% Measure S: average 1.1%	City 1%: average 2.1% Measure S: average 1.4%
New Development	1,900 new housing units (buildable under current General Plan) and 788K commercial/industrial sqft (staff estimate) over 40 years	1,900 new housing units (buildable under current General Plan) and 788K commercial/industrial sqft (staff estimate) over 25 years	1,900 housing units and 653K com/ind sqft over 20 years; Gateway 805 units & 73K sqft com FY24-26; Post Office site 61K com FY25

*one-year lag for property tax from delay due to annual lien date

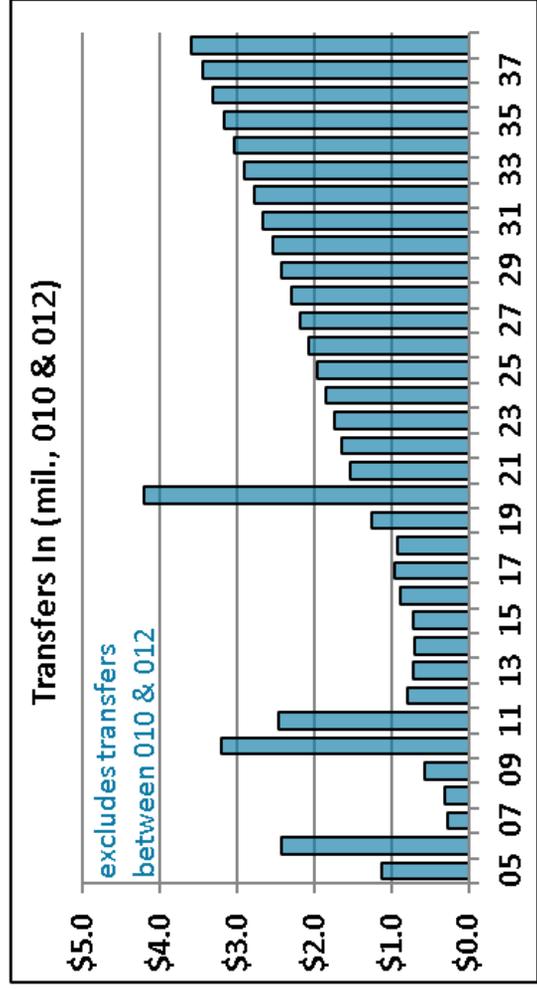
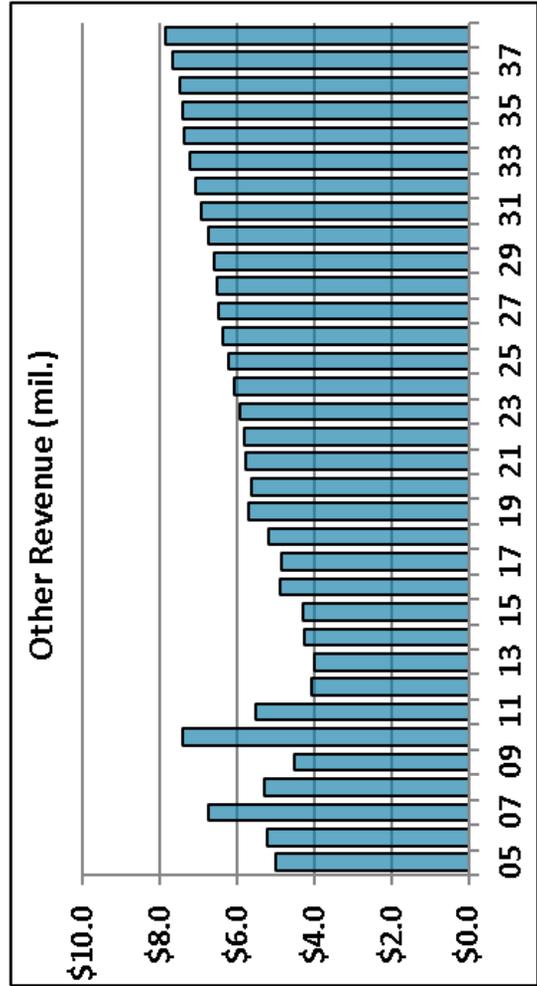
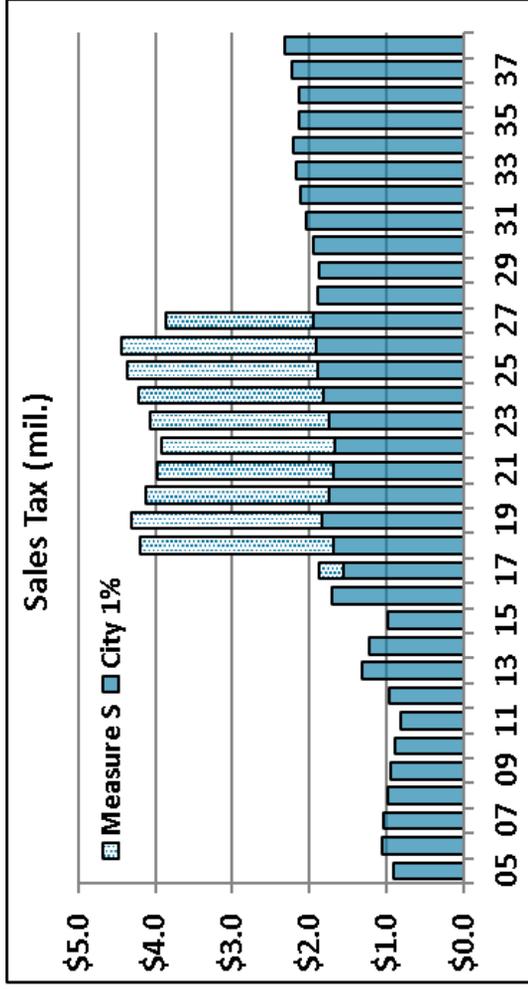
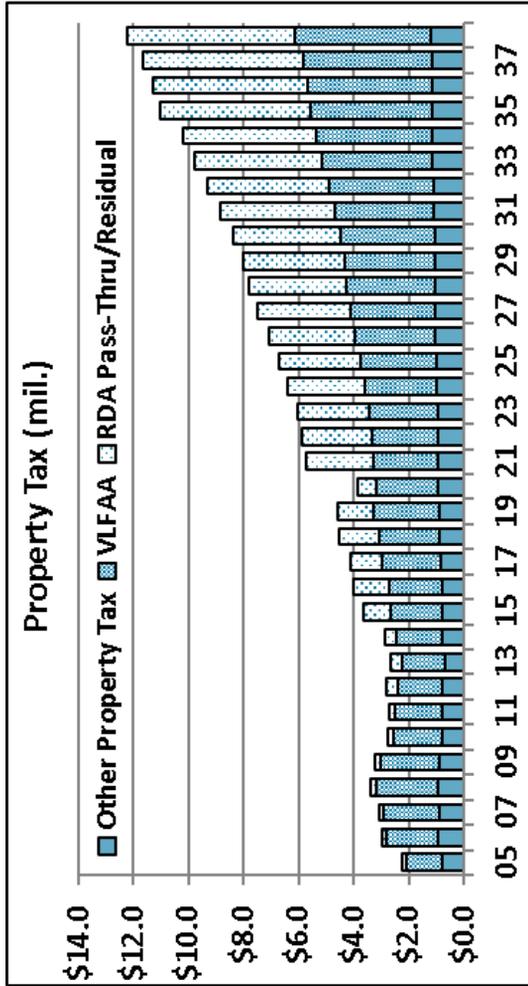
Range of Spending Assumptions

	Lower	Moderate	Higher
Salary COLAs	1.5%	2.0%	2.5%
FTE Growth	FY20 Budget staffing levels, no FTE growth	FY20 Budget staffing levels plus 0.5 FTE/year growth (or 1 FTE every other year)	FY20 Budget staffing levels, plus 3 firefighters, plus 1 FTE/year growth
Capital Spending (GF)	No capital spending	\$250K per year	\$500K per year
O&M Growth	1.5%	2.0%	2.5%
Dredging & Reimbursement	\$5M cost FY28, \$7M cost FY36; GF annual set-aside; no reimbursement	\$7M cost FY28, \$10M cost FY36; GF annual set-aside; no reimbursement	\$7M cost FY28, \$10M cost FY36; GF annual set-aside; full reimbursement

Baseline Forecast Revenue Assumptions

Type	Basis for Estimate
Property Tax	<ul style="list-style-type: none"> - HdL estimate for FY20 - 2% Prop 13 inflator for 96% of existing parcels - 35% growth for 4% of parcels that change ownership - Phase-out of Prop 8 value recovery over 10 years - New construction per growth assumptions <div style="border: 1px solid blue; padding: 5px; width: fit-content; margin-left: 100px;"> 1,900 units and 800K commercial/industrial sqft over 25 years </div>
Sales Tax	<ul style="list-style-type: none"> - HdL estimate for FY20 - Future pre-recession growth is 1.7% for City 1% rate and 1.1% for Measure S
TOT	<ul style="list-style-type: none"> - 3% growth, Holiday Inn Express opens FY21
Other Revenues	<ul style="list-style-type: none"> - Franchise: Cable (1.5%), Telephone (0%), Gas/Electric/Garbage/Pipeline (2%) - SSWA/other intergovernmental: 1% growth - Other taxes and revenues: 2% growth; excludes potential cannabis tax revenue
Transfers	<ul style="list-style-type: none"> - CFD#2 grows by CPI and new housing unit growth

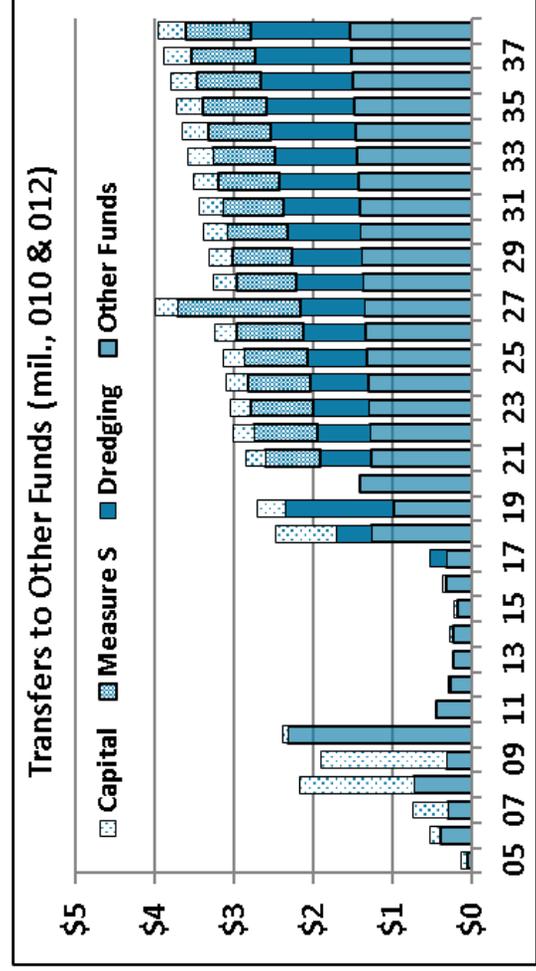
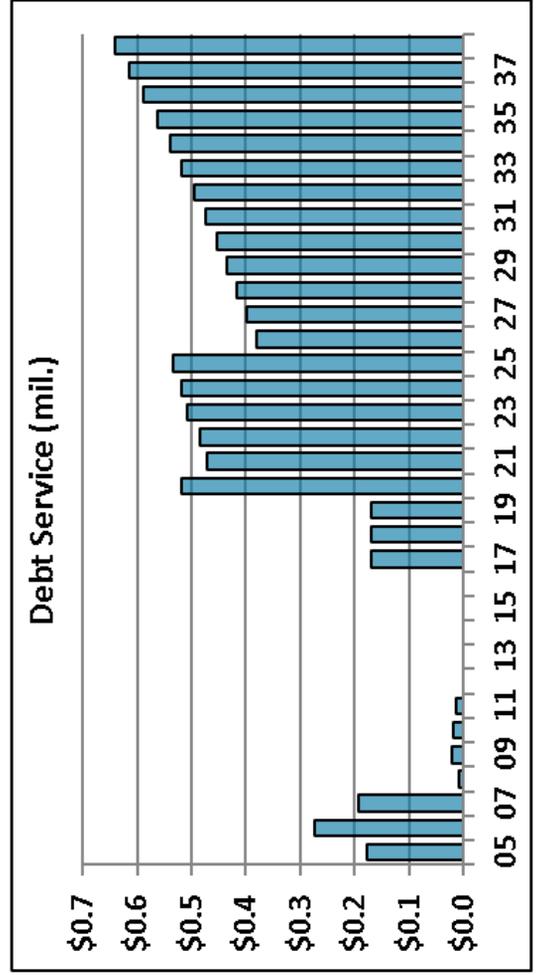
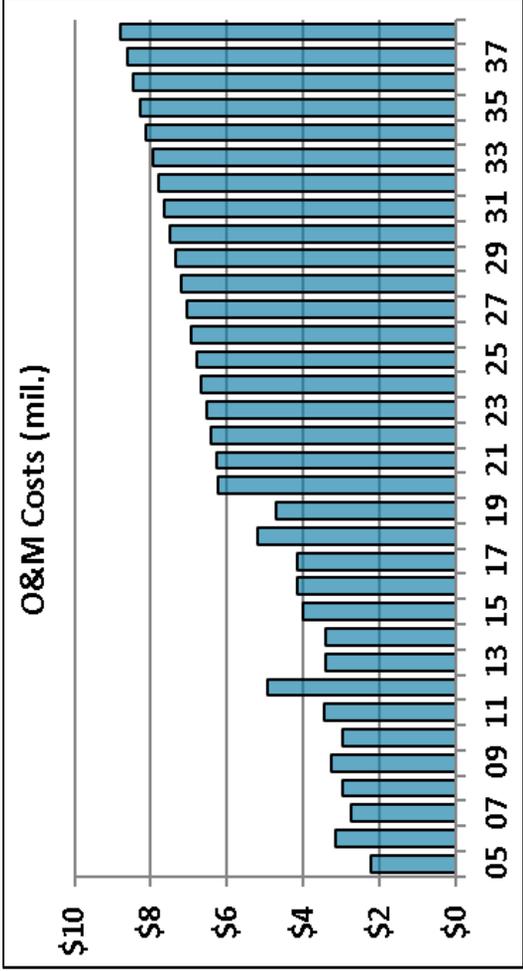
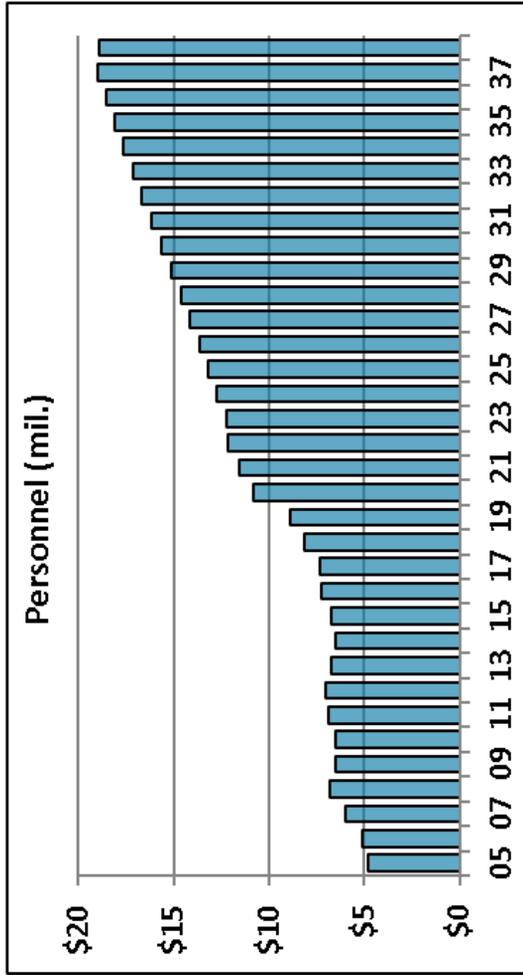
Revenue Forecast Trends



Baseline Forecast Expenditure Assumptions

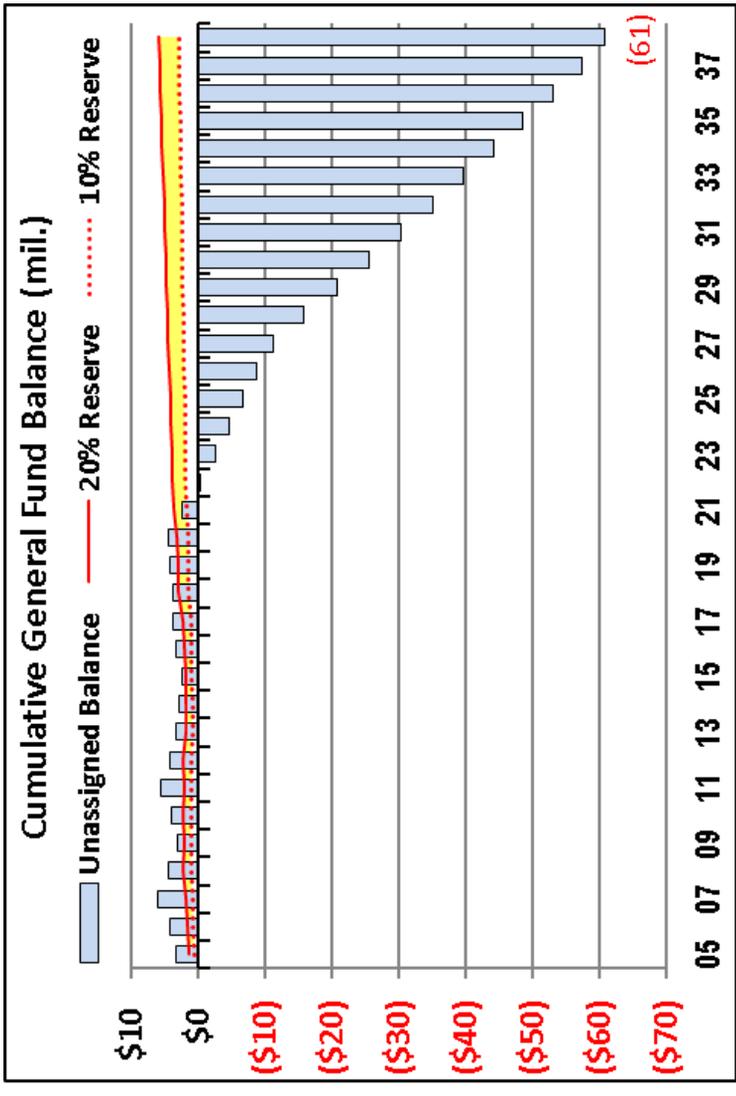
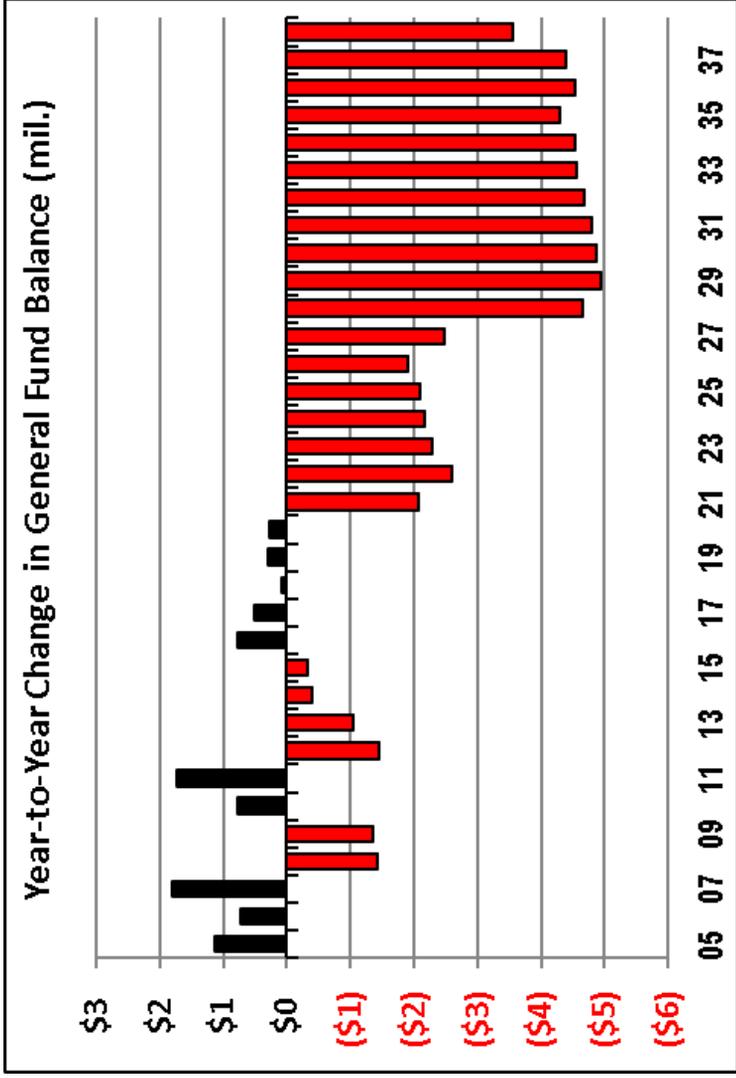
Type	Basis for Estimate
Personnel	<ul style="list-style-type: none"> – FY20 budgeted staff plus 0.5 FTE/year growth – 2% annual wage adjustment – Step increases plus savings from employee turnover – 3% vacancy rate – Pension discount rate to 6% over 20 years, includes PEPRRA impact on normal costs – Health at 95% of FY20 budget with 3% future growth – Retiree medical at 80% of OPEB actuarial for citywide costs
O&M	<ul style="list-style-type: none"> – 2% growth (CPI)
Debt	<ul style="list-style-type: none"> – Current debt schedules (vehicle lease, RDA settlement, energy savings bonds)
Capital	<ul style="list-style-type: none"> – \$250K per year for deferred maintenance items
Transfers	<ul style="list-style-type: none"> – Backfill Measure S as needed (current commitments exceed tax revenue) – Annual contribution to fund 8-year dredging cycle with <u>no</u> outside reimbursement – Landscape at 0% growth, vehicles/RDA/other at 2% growth

Expenditure Forecast Trends



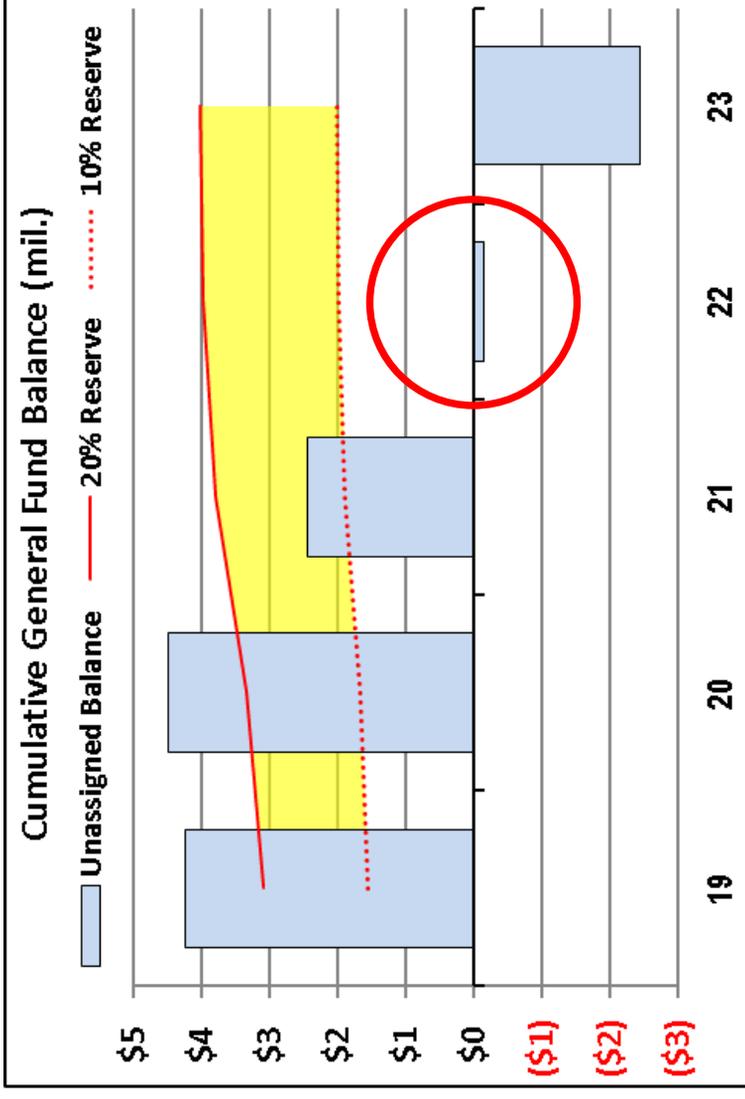
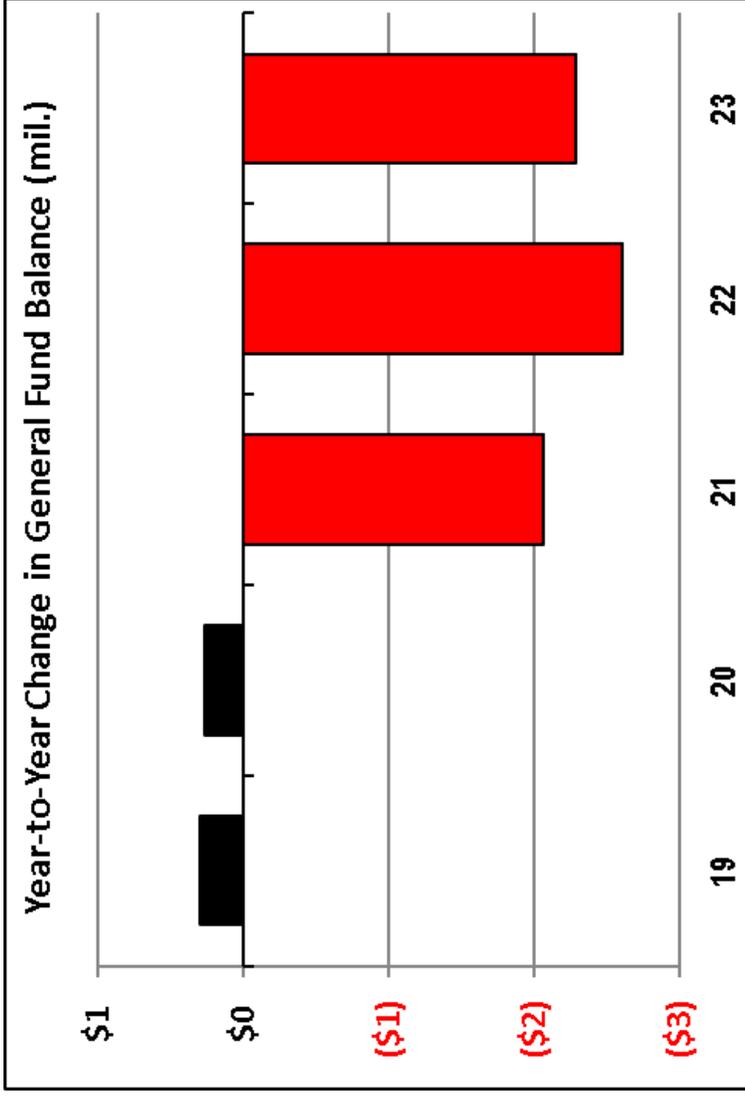
Most Likely Outcome Before Corrective Actions

(Moderate Spending-Moderate Economy Scenario)



- \$2M average shortfall FY21-FY27, equals 11% budget reduction or 13 FTE
- Loss of Measure S requires another \$1.5M cut in FY28 (6% budget cut)
- Balance goes negative in FY22, so need strategy to increase revenue and/or lower expense to close structural deficit no later than FY21

Focus on Next Three Years



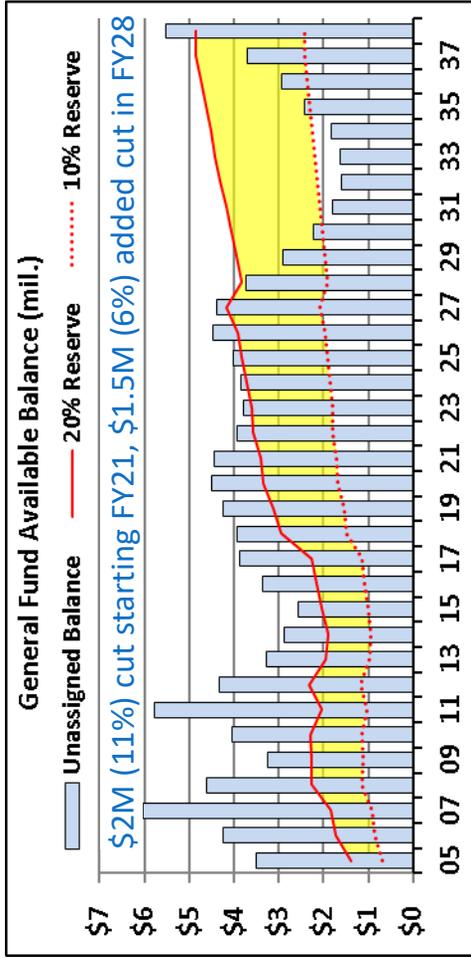
- Balance goes negative by July 2022 (out of cash), which can't be allowed to happen
- Plan to cut expense or raise revenue by \$2M needs to be in place by next budget
- Nov-2019 deadline for Council to place tax measure on Mar-2020 ballot

Ending Structural Shortfall

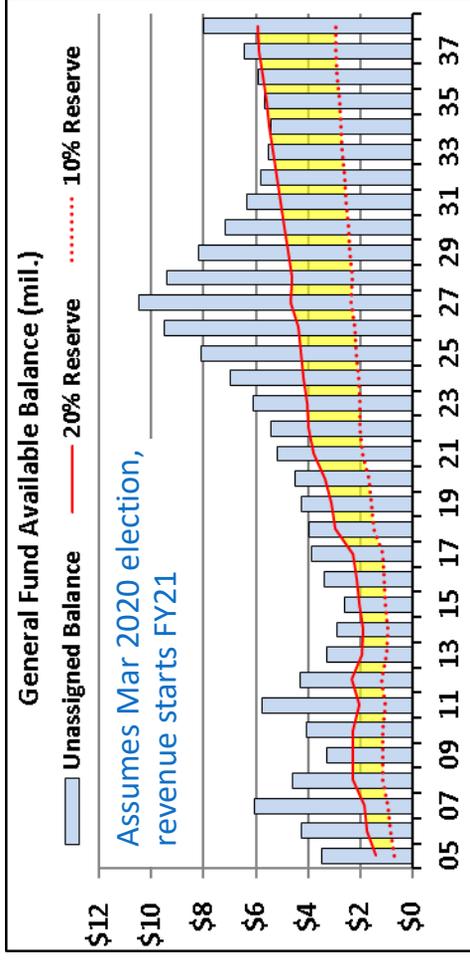
- Outcome of Measure S after 2027 won't be known by time corrective budget actions must be taken
- Expenditure reductions can be adjusted from year-to-year, but revenue increases require voter approval and must be enacted up-front
 - Example: Mar-2020 election needed to be able to collect parcel tax revenue in FY21
- New development alone will not eliminate structural shortfall
 - New development alone doesn't generate enough revenues to close gap
 - Costs will also increase to serve new development
 - City doesn't control when development ultimately happens
- Following sample scenarios illustrate expense versus revenue-based solutions

Sample Budget Strategies

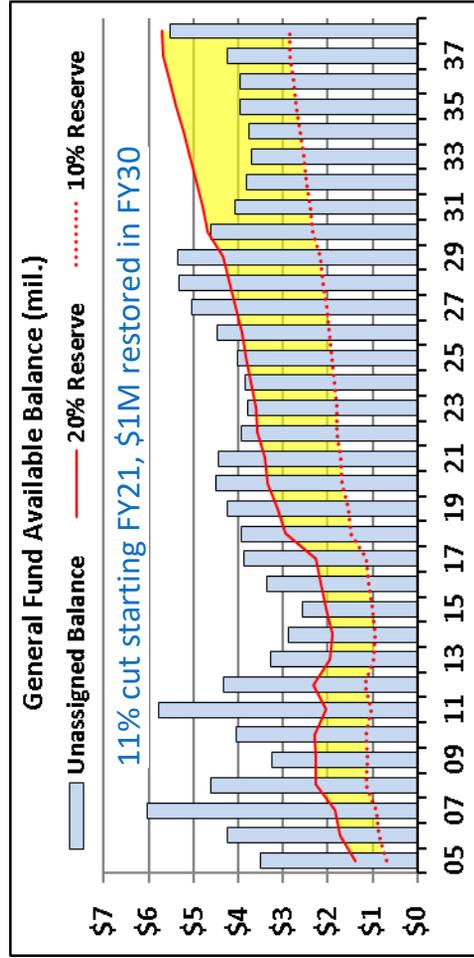
Measure S expires, \$3.5M budget cut



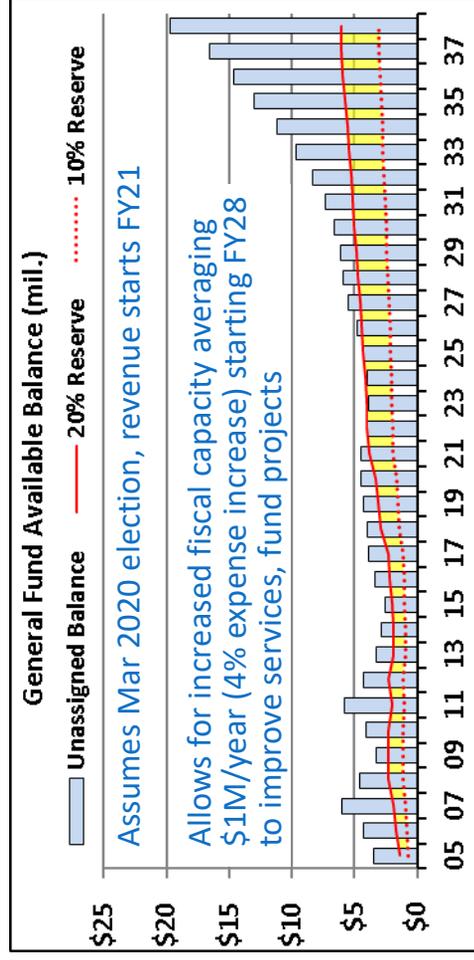
Measure S expires, \$3M revenue increase



Measure S renewed, \$2M budget cut



Measure S renewed, \$2M revenue increase



Outcomes Most Likely to Change Forecast

Potential Outcomes that Would Improve Forecast

- Renewal of Measure S or approval of new local tax with voter approval
- Stronger new development than already included in forecast
- Pension investment gains
- Higher employee vacancy rates (more vacant positions and/or vacancies for longer periods of time)
- Delayed or weaker recessions
- Reimbursement of dredging costs

Potential Outcomes that Would Worsen Forecast

- Extreme events
- Weaker new development or more severe recession losses than forecasted
- Pension investment losses or additional discount rate cuts
- Staffing increases over level in forecast
- Higher annual COLAs approved than the 2% in forecast
- Higher capital costs

Thank You
Questions?

**Contact
Information:**

Bob Leland
Senior Advisor
Management Partners
rleland@managementpartners.com
(530) 219-5812

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July 16, 2019

Mr. Greg Folsom
City Manager
Suisun City
701 Civic Center Boulevard
Suisun City, CA 94585

Dear Mr. Folsom:

Management Partners is pleased to provide this proposal to prepare a long-range fiscal forecast for Suisun City. Our team members have created these types of forecasts for many jurisdictions and we would be pleased to assist you. Before describing our proposed approach, we would like to tell you about our firm.

About Management Partners

Management Partners was founded in 1994 with a specific mission to help local government leaders improve their service to the public. We are a national consulting firm with offices in San Jose and Costa Mesa, California, and Cincinnati, Ohio. We have a well-established track record of helping public sector organizations throughout the United States, including all of the services provided by cities, counties, towns and special districts at the local level.

During our 25 years of service, we have earned a national reputation by delivering quality, actionable work products to our clients. We bring extensive experience to this project, along with first-hand knowledge of local government operations. We are distinguished by the fact that each team we assign is led and staffed by associates who have actual experience in direct public service and experience working together as a team. The work we do is not an academic exercise; it is grounded in the real world of customer service and accomplishment in the public sector. As a result, we have a bias for producing value-added work for each client that will be actionable and will be implemented.

The firm is staffed with more than 100 professionals who are qualified management consultants and experienced public service managers. This group includes generalists as well as subject-matter experts. Our consultants have years of experience working in all aspects of local government management and have built a track record of extraordinary quality service for our clients.

Management Partners' services include everything required to support a local government leader, elected or appointed. Our full range of services includes the following:

- **Financial Planning, Budgeting and Analysis** – Assists clients in analyzing their finances and planning for the effective and efficient use of taxpayer or customer dollars.
- **Strategic and Business Planning** – Can be an important tool for focusing the efforts of an organization and fostering communication between leaders, staff and important stakeholder groups.

- Organizational Analysis and Performance Audits – Also called efficiency studies and organizational reviews, identifies improvements to an operation’s efficiency and effectiveness.
- Performance Management – Encompasses a wide range of management tools that can be and often are developed independently of one another, including: performance management and measurement, process management, performance budgeting, employee performance evaluation, and strategic and process benchmarking.
- Process Improvement – Examines the processes by which customers are served, an important technique for developing a program for operations improvement, including process mapping.
- Organizational Development and Training – Helps clients develop organizational capacity, a key to developing high performance organizations. Services include executive coaching, customer service training, employee and customer surveys and conflict management workshops.
- Sharing and Consolidation of Services – Offers a more efficient way to provide services, particularly on a regional basis. Options range from the complete integration of previously separate jurisdictions to sharing or consolidating the management of individually delivered services and operations.
- Executive Recruitment – Identifies top candidates for chief executive officer positions and department director-level jobs in local governments.

We offer a balance of perspectives with a practitioner’s bias and a proven track record of successful consulting engagements. This experience gives us a sensitivity that produces positive outcomes. Each of our projects is individually tailored to the unique needs of the client. We have a deep understanding of the service environment of local government and we are proud to say that as a result of our quality work, many of our clients ask us to complete subsequent assignments.

Understanding of the Engagement

Suisun City is facing financial pressures, as is the case with many cities across the state. A good business practice is to understand current finances in the context of a long-term perspective. We have found that a sound fiscal model is especially important for smaller cities such as Suisun City. Typically, small cities have fewer resources and can be subject to greater volatility with respect to basic revenues than large cities. According to the 2018-19 City budget, all positions held vacant, or frozen, since the Great Recession have been restored, but staffing levels are still lean. In addition, the projected \$2.3 million from Measure S, revenue associated with the cannabis industry, may allow some long-term community needs to be addressed, but this is still in flux.

A detailed long-term fiscal model will be an important resource in planning for future service delivery and ensuring financial health. Services such as public safety, infrastructure, maintenance and recreation, all ranked high in the “How Would You Spend \$1.8 Million?” exercise, associated with budget planning require a long-range perspective to ensure continuity in meeting fundamental community needs and interests.

Management Partners can complete a fiscal model to meet the needs of the City, designed to your specifications, in two to three months. It can then be used to model different scenarios involving expenditure and revenue variables. We can also assist with developing budget strategies to strengthen the City’s fiscal sustainability long-term.

We will produce a minimum of a ten-year forecast for the City that will include all major costs and anticipated revenue. It will include costs related to employees, including obligations from the CalPERS State Retirement System, other post-employment benefits (OPEB), salaries, and other compensation.



The model will focus on the General Fund, and to the extent necessary, will include special revenue funds, capital, debt and internal service funds to fully support the general fund forecast model.

The model will have an easy-to-use dashboard so assumptions can be easily changed with respect to revenue growth, pension obligations, expenditure assumptions by line item, and other factors. We will coordinate closely with City staff to obtain data necessary for a solid financial forecast. Once we complete the model, it is the City's to use in the future. We will provide training and a user's guide so City staff can update the forecast themselves as needed.

Proposed Plan of Work

Based on our experience with financial modeling and our understanding of the needs of Suisun City, we have prepared a plan of work to create a state-of-the-art fiscal model. This framework is amenable to refinements, based on your input.

Activity 1 – Start Project and Conduct Kickoff Meeting

Management Partners will begin this project with a careful learning phase, starting with a planning meeting with you and your directors to ensure we have a clear understanding of your objectives for the long-term forecast model. The purpose of the meeting is to finalize our proposed scope of work and the business concerns giving rise to the project so the plan of work and schedule can be precisely tailored to your needs. We will keep you informed of our progress throughout the project.

In advance of this meeting, we will prepare a data request and submit it to the administrative services director. We will begin reviewing the data prior to the kickoff meeting so we can ask clarifying questions and seek additional data as needed. That will enable us to have all of the required data in a timely manner.

The project start-up activity forms the foundation of the relationship between Management Partners' team and the City. During this initial meeting, we will confirm project deliverables and due dates to ensure the project is completed on time and on budget. We will also review the work plan and schedule to confirm that the scope of work is aligned precisely to meet the goals of the City, and to give you confidence that we fully understand the background and concerns. We know that the work associated with this project is in addition to the normal work of the organization. Our goal is to integrate our activities in a manner that is thoughtful and minimizes disruption to City operations. However, the cooperation of staff in providing requested data and giving meaningful feedback is crucial to a successful project.

Activity 2 – Prepare Long-Term Fiscal Forecast

During this activity, we will prepare a long-term forecast using City data. The financial forecast includes the following components.

- **Identify baseline cost assumptions.** We include assumptions related to remaining competitive in the labor marketplace, meeting funding requirements for pension commitments, sustaining internal service fund levels that lead to timely replacement, reserves, and other major factors. The expenditure forecast will include trend data.



- **Identify baseline revenue assumptions.** This will include all major existing revenue sources along with the identification of risk factors pertaining to any of those sources. The revenue forecast will include trend data.
- **Create model scenarios.** The forecast will have model scenarios, including a baseline and scenarios with different sets of assumptions. Scenarios above the baseline will include unmet needs that have been quantified by the City, such as capital, maintenance, internal support and service-level increases.

We will develop a draft and then review it with management staff to refine and validate our assumptions. We are careful to tie back all model data to City source documents and to fully explain the assumptions that underlie the model. After reviewing the model with the City's project team, we will make refinements and develop a final model suitable for presentation.

Activity 3 – Report Results

During this activity we will prepare a transmittal memorandum describing the results of the forecast, which will accompany the final forecast model. We will present the financial forecast to the City Council in a PowerPoint format. This will allow for an interactive discussion of the model, including the impact of changing various assumptions on the forecast.

Activity 4 – Support Implementation

Management Partners has a strong bias for action. Our reports and resulting recommendations become tools for setting priorities, and for developing work plans. When developing a fiscal model our plan is to train staff on all the capabilities of the model with the expectation that the staff will “own” and begin using the model as a daily tool.

After our presentation to the City Council, we will train staff on the model. We provide full documentation in a user's manual.

Optional Activity – Develop Budget Strategies

If desired, Management Partners will assist the City in developing strategies to address the fiscal model scenarios. This will be a second phase and a separate scope and cost estimate will need to be developed. We have helped many cities to develop viable strategies to maintain long-term fiscal sustainability.

Project Team

Management Partners has a strong project team that is well qualified to complete this work for Suisun City. This project will be a top priority for Management Partners, and our team members will be available in whatever capacity and with whatever availability will contribute to the success of the project.

Our team of professionals includes individuals who have direct experience with the management and operations of city governments and special districts, as well as public finance and economic analysis. They also have extensive experience with the financial analysis of municipal service delivery, and real-world experience developing budget balancing strategies. In addition, we are very familiar with the range of service delivery parameters and commonly utilized benchmarks and performance measurements.



I will serve as project director, overseeing the substantive work of the project with responsibility for reviewing and approving all deliverables. Robert Leland will serve as project manager and will be responsible for execution of the project. The team will be supported by an experienced analyst, Rick Rivera. Brief qualifications for each team member are summarized below.

Andrew Belknap, Regional Vice President

Andrew is responsible for Management Partners' western operations, based in San Jose and Costa Mesa, California. He has more than 20 years of local government experience, including service as a city manager, public works director, and consultant to California municipalities, counties and special districts. His areas of expertise include fiscal and budget analysis, municipal restructuring, governance models and developing service delivery partnerships and functional consolidations to take advantage of economies of scale in public sector service delivery. With Management Partners, Belknap has served well over 100 California local governments, many on multiple occasions, including 17 of the largest 20 cities. A trained economist, Andy brings a special expertise to fiscal analysis and public finance issues. His blend of quantitative skills, coupled with a practitioner's understanding of public services and management systems, adds value to all types of organizational and policy analysis.

Robert Leland, Special Advisor

Bob joined Management Partners in 2012, after 37 years of experience in state and local government finance. He was director of finance for 26 years for the City of Fairfield, California; a city known for its entrepreneurial management and long-term financial planning. He has been preparing long-range forecasts and budget models since the early 1980s. He previously served as assistant finance director for the City of Sacramento, where he managed the city budget, and as a staff consultant to the Assembly Revenue and Taxation Committee, where he drafted and analyzed legislation and worked on the team implementing Proposition 13 in 1978.

Since 2010 Bob has consulted in his area of special expertise, municipal budgeting and long-range forecasting. He is a leader in his profession, having been elected by his peers as president of both the California Society of Municipal Finance Officers (CSMFO) and the League of California Cities' Fiscal Officers Department. Bob was the recipient of the 2010 Award of Excellence in Public Finance from the California Public Securities Association, which recognizes exceptional work, creativity, service and leadership by a municipal finance professional. In 2018 Bob received the Distinguished Service Award from CSMFO which recognizes outstanding service to the field of municipal finance, an award given to only 29 persons during that organization's 61-year history.

Rick Rivera, Management Analyst

Rick conducts research and analyses in the areas of operations, finance, organizational design, and strategic planning on behalf of Management Partners' clients. He has an extensive background in project management, strategic planning, and operations support. His training includes financial forecasting, regression and statistical analysis, communications and marketing, and local government planning and regulation. Rick has a bachelor of arts in English from the University of Puerto Rico, as well as both an MBA and masters' in public policy from the Mills College Lorry I. Lokey School of Business and Public Policy in Oakland, California.



Our Experience and Qualifications

The following list shows jurisdictions that we have assisted in the recent past with financial planning and budgeting. In addition, our website, managementpartners.com, has information about our past clients, which includes hundreds of jurisdictions in 42 states. You are welcome to contact any of them about our performance.

- Anaheim, California
- Benicia, California
- Berkeley, California
- Brentwood, California
- Campbell, California
- Daly City, California
- Davis, California
- Delaware County, Ohio
- El Monte, California
- Fresno, California
- Gallup, New Mexico
- Gateway Cities Council of Governments, California
- Gilroy, California
- Housing Authority of Santa Clara County, California
- Hayward Area Recreation District, California
- Inglewood, California
- Kansas City, Missouri
- Lathrop-Manteca Rural Fire District, California
- Long Beach, California
- Maricopa County, Arizona
- Midpeninsula Regional Open Space District, California
- Millbrae, California
- Morro Bay, California
- Norfolk, Virginia
- Oakley, California
- Orange County, North Carolina
- Oxnard, California
- Placentia, California
- Richmond, California
- Riverside, California
- Rohnert Park, California
- Town of Ross, California
- San Bernardino, California
- San Jose, California
- Santa Ana, California
- Santa Clara, California
- Stockton, California
- Tracy, California
- Yuma County, Arizona

References

We have provided several references for projects that have involved fiscal modeling. Our basic approach was developed in Stockton, California, during the City's bankruptcy in FY 2012-13. Because City leaders were negotiating with several very large creditors with highly sophisticated financial advisors, we developed a detailed approach that could withstand scrutiny and challenge.

Stockton, California ⇒ Long-Range Financial Plan

Project: Management Partners was engaged to coordinate the City's bankruptcy process in early 2012, following a financial assessment in late 2011. A major element of this work was the preparation of a 30-year Long-Range Financial Plan (LRFP) that demonstrated the city's ongoing financial viability under their Chapter 9 plan of adjustment. The LRFP withstood repeated court challenges as the City emerged from bankruptcy and is still used today to set guidelines for the annual budget and labor negotiations.

Contact: Mr. Kurt Wilson, City Manager
425 N. El Dorado St., 2nd floor
Stockton, CA 95202
(209) 937-8212
Kurt.Wilson@stocktonca.gov

Ms. Kimberly Trammell, Budget Officer
425 N. El Dorado St., 2nd floor
Stockton, CA 95202
(209) 937-5088



Mr. Greg Folsom

Fullerton, California ⇨ Financial Forecast

Project: Management Partners prepared a comprehensive fiscal model for the City of Fullerton. The model included all general fund costs and predicted spending for the next 10 years. The fiscal model indicated the significant structural deficit facing the City, illuminated its causes and provided several different scenarios. It was presented to executive management and the City Council.

Contact: Mr. Ken Domer, City Manager
303 W. Commonwealth Ave.
Fullerton, CA 92832
(714) 738-6310
kdomer@cityoffullerton.com

Paradise, California ⇨ Post-Camp Fire Long-Range Fiscal Model

Project: Management Partners was recommended by a special task force of the League of California Cities City Manager Department to prepare a long-range fiscal model for the Town of Paradise after it was all but destroyed by the Camp Fire in November 2018. The fiscal model we prepared included all the functionality associated with our typical model and tackled the acute fiscal issues facing Paradise. These included modeling impacts to sales tax, property tax and other revenue streams which will be substantial from the destruction. Because the fire effectively destroyed most of the town, and the fact that it is basically uninhabitable until cleanup can be effectuated, the model predicts a substantial impact on fiscal conditions and services. Outside assistance will be required in some fashion, and the model will be helpful in making that case. Paradise, like Malibu, relied heavily on septic systems, which complicates the rebuilding process.

Contact: Ms. Lauren Gill, Town Manager
Paradise Town Hall
5555 Skyway
Paradise, CA 95969
(530) 872-6291, ext. 112
lgill@townofparadise.com

Mr. Kurt Wilson, City Manager
City of Stockton
(Head of LCC task force)
425 N. El Dorado St., 2nd floor
Stockton, CA 95202
(209) 937-8212
Kurt.Wilson@stocktonca.gov

Yuma County, Arizona ⇨ Long-Range Fiscal Model

Project: Management Partners provided a fiscal model for this county in southern Arizona. With some 99 separate funds, the model is exceptionally complex. It uses appropriate custom assumptions for expenditure and revenue drivers for each fund. We provided training to staff on the model, so as assumptions change they can use the model to project the County's fiscal health. After completing and presenting the fiscal model, Management Partners has provided ongoing services to the County by updating the model based on budget changes and training staff on how to modify and use the model on an ongoing basis.

Contact: Ms. Susan Thorpe, County Administrator
198 South Main Street
Yuma, AZ 85364
(928) 373-1010
susan.thorpe@yumacountyaz.gov



Hours and Cost

Management Partners estimates that 160 hours of consulting assistance will be required to complete the plan of work described above. The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal. The total cost of this project is \$24,950, which includes all fees and expenses.

Conclusion

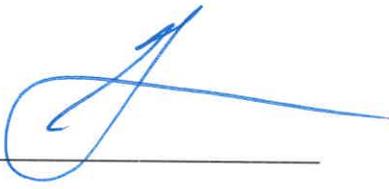
We appreciate the opportunity to provide this proposal for your consideration. Please contact me if we can answer any questions you may have about the scope of work.

Sincerely,



Andrew S. Belknap
Regional Vice President

Accepted for Suisun City by:

Name: Greg Folsom 

Title: City Manager

Date: 7/17/19

