



SPECIAL CITY COUNCIL MEETING AGENDA

City Council Chambers
4381 Broadway, Suite 201, American Canyon
August 1, 2023
4:30 PM

Mayor: Leon Garcia
Vice Mayor: Pierre Washington
Councilmembers: Mariam Aboudamous, Mark Joseph, David Oro

City Council and other public meetings will be conducted in person at City Hall, 4381 Broadway, Suite 201, American Canyon, CA 94503. This meeting is also available via Zoom Teleconferencing as a convenience for public participation. This meeting will be broadcast live to residents on Napa Valley TV, on our website [here](#) and on YouTube [here](#). Should technical issues with Zoom occur, please select another viewing option.

PUBLIC PARTICIPATION

Oral comments, during the meeting: Oral comments can be made in person during Open and Closed Session. A Zoom Webinar has been established for public comments made via zoom, during Open Session only. To give your public comment via zoom, connect via the below Zoom link and use the “raise your hand” tool, or call into the zoom meeting at 408-638-0968 and press *9 to “raise your hand” when the item is called. To avoid confusion, all hands raised outside of Public Comment periods will be lowered.

Written comments, via eComments: Please submit written comments through the eComments link, located on the Meetings & Agendas page of our website [here](#). Comments will be available to council members in real time. To allow for review of comments, eComments will close at 3:00 pm on the day of the meeting. All comments received will be posted online and become part of the meeting record.

Zoom Meeting Link: [Click here](#).

Webinar ID: 883 0140 0554 **Passcode:** 123456

The above-identified measures exceed all legal requirements for participation in public comment, including those imposed by the Ralph M. Brown Act. For more information, please call the Office of the City Clerk at (707) 647-4369 or email cityclerk@cityofamericancanyon.org.

AGENDA MATERIALS: City Council agenda materials are published 72 hours prior to the meeting and are available to the public via the City’s website at www.cityofamericancanyon.org.

AMERICANS WITH DISABILITIES ACT: The City Council will provide materials in appropriate alternative formats to comply with the Americans with Disabilities Act. Please send a written request to City Clerk at 4381 Broadway, Suite 201, American Canyon, CA 94503 or by email to cityclerk@cityofamericancanyon.org. Include your name, address, phone number and brief description of the requested materials, as well as your preferred alternative format or auxiliary aid, at least three calendar days before the meeting.

4:30 P.M. OPEN SESSION - REGULAR MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENT

This time is reserved for members of the public to address the City Council on Closed Session Items only. Comments must be made in person and are limited to 3 minutes. Comments for items on the Open Session agenda will be taken when the item is called in Open Session. Comments for Items not on the Closed Session or Open Session agenda will be heard during the Open Session Public Comment period.

AGENDA CHANGES

The Mayor/ Council may change the order of the Agenda or request discussion of a Consent Item. A member of the Public may request discussion of a Consent Item by completing a Speaker's Card and presenting it to the Interim City Clerk prior to Public Comment.

CONSENT CALENDAR

1. **Minutes of the Regular City Council meeting of July 18, 2023**
2. **Report Upon Return from Closed Session for the Regular City Council Meeting of July 18, 2023**
3. **Brightview Landscape Services Amendment No. 10**
Recommendation: Adopt a Resolution authorizing the City Manager to execute Amendment No. 10 to Agreement 2017-A111 with BrightView Landscape Services in the amount of \$295,861 for a total contract amount not to exceed \$2,912,482 for annual landscape maintenance services.
4. **FY2023-24 Capital Budget and Construction Contract for the 2022 Annual Pavement Management Project (TR22-0300).**
Recommendation: Amend the FY2023-24 Capital Budget to Increase Project Budget and Award a Construction Contract to Martin Brothers Construction for the 2022 Annual Pavement Management Project (TR22-0300)
5. **Quarterly Investment Report for City and Fire District for Fiscal Year 2022-23 Quarter 4**
Recommendation: Receive and file the City and Fire District's Treasurer's Report for the quarter ended June 30, 2023.
6. **NBS Consultant Agreement Amendment 1**
Recommendation: Adopt a Resolution to authorize the City Manager to execute Amendment 1 to the professional services contract with NBS Government Finance Group,

DBA: NBS to continue enterprise rate studies for the Water, Wastewater, and Recycled Water Enterprise Funds for a new not-to-exceed contract amount of \$173,514.

7. Baker Tilly Professional Services Contract

Recommendation: Adopt a Resolution authorizing the City Manager to execute an agreement with Baker Tilly in an amount not to exceed \$67,600 to evaluate the structure and operations of the Public Works and Maintenance and Utilities Departments.

8. Project Labor Agreement with the Napa Solano Building and Construction Trades Council

Recommendation: Adopt a Resolution approving a Project Labor Agreement with the Napa Solano Building and Construction Trades Council and its affiliated local Unions.

MANAGEMENT AND STAFF ORAL REPORTS

MAYOR/COUNCIL COMMENTS, COMMITTEE REPORTS, AND FUTURE AGENDA ITEMS

The Mayor and Council may comment on matters of public concern and announce matters of public interest; no collective council action will be taken.

9. Future Agenda Items of Note:

August 15, 2023, Regular City Council Meeting. 6:30 p.m.

**First Reading Watson Ranch Specific Plan and General Plan Amendment
Promontory Single Family Subdivision Map
Watson Ranch NVRG Subdivision Map
Water Presentation Maintenance and Utilities Department**

September 5, 2023, Regular City Council Meeting. 6:30 p.m.

**Proclamation Latino Heritage Month
Proclamation National CERT Week
Proclamation Domestic Violence Awareness Month
Public Works Quarterly Update
General Plan Update
Vehicle Miles Traveled Policy Resolution
Building and Safety Update**

ADJOURNMENT

CERTIFICATION

I, Taresa Geilfuss, CMC, City Clerk for the City of American Canyon, do hereby declare that the foregoing agenda of the City Council/Fire District Board was posted in compliance with the Brown Act prior to the meeting date.

Taresa Geilfuss, CMC, City Clerk

**CITY OF AMERICAN CANYON
REGULAR CITY COUNCIL MEETING**

ACTION MINUTES

July 18, 2023

4:30 P.M. – CLOSED SESSION

CALL TO ORDER - CLOSED SESSION

The meeting was called to order at 4:32 p.m.

ROLL CALL - CLOSED SESSION

Present: Councilmember Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Vice Mayor Pierre Washington, Mayor Leon Garcia

Absent: None

Excused: None

PUBLIC COMMENTS - CLOSED SESSION ITEMS

There were no Public Comments on Closed Session items.

MEETING RECESS - COUNCIL TO CONVENE IN CLOSED SESSION

The meeting was recessed to Closed Session at 4:32 p.m.

4:30 P.M. CLOSED SESSION ITEMS

1. Conference with Legal Counsel - Existing Litigation. Authorized pursuant to Government Code Section 54956.9(d)(1):

- a. American Canyon I, LLC vs. Napa Unified School District (Napa Superior Court Case No. 22CV001145).
- b. City of American Canyon v. City of Vallejo, et al. (Sacramento Superior Court Case No. 34-2022-00327471).
- c. City of American Canyon v. Leon Dale Schmidt (Napa County Superior Court Cases No. 22CV001041 and 23PR00161).
- d. Center for Biological Diversity v. City of American Canyon et al. (Napa County Superior Court Case No. 23CV000511).
- e. Golden State Environmental Justice Alliance v. City of American Canyon et al. (Napa Superior Court Case No. 23CV000510).
- f. City of Vallejo v. City of American Canyon et al. (Napa County Superior Court Case No. 23CV000517).

2. Conference with Legal Counsel – Anticipated Litigation. Authorized pursuant to Government Code Section 54956.9 (d)(2). One Matter.

3. Matters Relating to Public Employment Public Employee Performance Evaluation Pursuant to Government Code Section 54957.

Position: Jason Holley, City Manager

Position: William D. Ross, City Attorney

6:30 P.M. OPEN SESSION - REGULAR MEETING

CALL TO ORDER - COUNCIL TO RECONVENE IN OPEN SESSION

The meeting was called to order at 6:33 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL - OPEN SESSION

Present: Councilmember Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Vice Mayor Pierre Washington, Mayor Leon Garcia

Absent: None

Excused: None

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

A report on Closed Session and confirmation of reportable action was given by City Attorney William Ross.

PROCLAMATIONS AND PRESENTATIONS

4. Proclamation - July 2023 is Parks and Recreation Month

Mayor Garcia announced the proclamation. It was accepted by staff from the Parks & Recreation Department.

PUBLIC COMMENTS - ITEMS NOT ON CLOSED SESSION OR OPEN SESSION AGENDA

Mayor Garcia called for public comments. Written comments: none. Oral comments: Victor Roman was called to speak; Justin Hamilton Hole was called to speak; Beth Marcus was called to speak. The public comments period was closed.

AGENDA CHANGES

There were no agenda changes.

CONSENT CALENDAR

Action: Motion to adopt CONSENT CALENDAR made by Councilmember Mark Joseph, seconded by Vice Mayor Pierre Washington, and CARRIED by roll call vote.

Ayes: Councilmember Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Vice Mayor Pierre Washington, Mayor Leon Garcia

Nays: None

Abstain: None

Absent: None

Excused: None

5. Minutes of the Special Joint City Council - Open Space, Active Transportation, and Sustainability Commission meeting of June 20, 2023

Action: Approved the minutes of the Special Joint City Council - Open Space, Active Transportation, and Sustainability Commission meeting of June 20, 2023.

6. Minutes of the Special Joint City Council Parks & Community Services Commission meeting of June 20, 2023

Action: Approved the minutes of the Special Joint City Council and Parks & Community Services Commission meeting of June 20, 2023.

7. Minutes of the Regular City Council meeting of June 20, 2023

Action: Approved the minutes of the Regular City Council meeting of June 20, 2023.

8. Report Upon Return from Closed Session for the Regular City Council Meeting of June 20, 2023

Action: Approved the Report Upon Return from Closed Session for the Regular City Council meeting of June 20, 2023.

9. Annual Water Meter Purchase

Action: Adopted Resolution 2023-55 approving the purchase of water meters from Aqua-Metric Sales, Co., Ferguson Waterworks and M & M Backflow and Meter Maintenance for an amount not to exceed \$100,000.

10. 2023 On-Call Professional Services Master Agreement

Action: Adopted Resolution 2023-56 authorizing the City Manager to enter into Master Agreements (Agreement 2023-92 through 2023-A136, detailed in Exhibit A) for On-Call Professional Services.

PUBLIC HEARINGS

11. Public Hearing for Citywide LLAD Fiscal Year 2023/24

Council received a staff report from consultant Rick Clark, Harris & Associates. Mayor Garcia opened the public hearing and called for public comments. Written comments: none. Oral comments: none. Public comments and the public hearing were closed.

Action: Motion to adopt Resolution 2023-57 approving the 2023/24 Annual Engineer's Report for the American Canyon Landscaping and Lighting Assessment District, approving the budgets within the Engineer's Report, confirming the assessment diagram and the annual assessment amounts, and authorizing the levy and collection of annual assessment for Fiscal Year 2023/24 made by Councilmember Mariam Aboudamous, seconded by Councilmember Mark Joseph, and CARRIED by roll call vote.

Ayes: Councilmember Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Vice Mayor Pierre Washington, Mayor Leon Garcia

Nays: None

Abstain: None

Absent: None

Excused: None

BUSINESS

There were no Business items.

MANAGEMENT AND STAFF ORAL REPORTS

12. Maintenance and Utility Department Update – Fleet, Buildings, and Parks Maintenance

Council received a staff report from Brian Materne.

Council received oral updates from Police Chief Rick Greenberg, Parks & Recreation Director Alexandra Ikeda and Community Development Director Brent Cooper.

MAYOR/COUNCIL COMMENTS, COMMITTEE REPORTS, AND FUTURE AGENDA ITEMS

13. Napa County Local Agency Formation Commission Update (Aboudamous)

Napa Countywide Climate Action Committee Update (Garcia/Joseph)

Napa Valley Transportation Agency Update (Garcia/Joseph)

Napa Valley Tourism Improvement Board Update (Oro)

Council members commented on their committee appointments.

14. City Council Committee Report - Councilmember Mark Joseph

15. Future Agenda Items of Note:

August 1, 2023, Special City Council Meeting. 4:30 p.m.

NATIONAL NIGHT OUT

August 15, 2023, Regular City Council Meeting. 6:30 p.m.

First Reading Watson Ranch Specific Plan and General Plan Amendment

Promontory Single Family Subdivision Map

Watson Ranch NVRG Subdivision Map

Water Presentation Maintenance and Utilities Department

September 5, 2023, Regular City Council Meeting. 6:30 p.m.

Proclamation Latino Heritage Month

Proclamation National CERT Week

Proclamation Domestic Violence Awareness Month

Public Works Quarterly Update

Vehicle Miles Traveled Policy Resolution

Building and Safety Update

Action: Motion to add to a future agenda, obtaining a consultant to document the history of American Canyon from 1992 to present made by Vice Mayor Pierre Washington, seconded by Councilmember Mark Joseph, and CARRIED by roll call vote.

Present: Councilmember Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Vice Mayor Pierre Washington, Mayor Leon Garcia

Absent: None

Excused: None

Action: Motion to add to a future agenda, a discussion on SB329 increasing councilmember compensation made by Councilmember David Oro, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

Ayes: Councilmember Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Vice Mayor Pierre Washington, Mayor Leon Garcia

Nays: None

Abstain: None

Absent: None

Excused: None

ADJOURNMENT

The meeting was adjourned at 8:17 p.m.

CERTIFICATION

Respectfully Submitted,

Taresa Geilfuss, CMC, City Clerk

William D. Ross
David Schwarz
Kypros G. Hostetter

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File No: 199/6

July 25, 2023

VIA E-MAIL

The Honorable Leon Garcia, Mayor
and Members of the City Council
City of American Canyon
4381 Broadway, Suite 201
American Canyon, CA 94503

Re: Report Upon Return from Closed Session; Virtual Regular City Council Closed
Session Meeting of the American Canyon City Council of July 18, 2023

Dear Mayor Garcia and Members of the City Council:

This communication sets forth reportable action, if any, of the City Council (“Council”) of the City of American Canyon (“City”), consistent with provisions of the Ralph M. Brown Opening Meeting Act (Government Code Section 54950, *et seq.*) resulting from the Closed Session of the Virtual Regular City Council Closed Session Meeting of July 18, 2023, consistent with Government Code Section 54957.1.

Mayor Leon Garcia called the meeting to order in Open Session at 4:30 p.m. with all Council Members present and after determining that there were no public comments on Closed Session matters, the Council then adjourned to Closed Session at 4:32 p.m.

There were three matters agendized for City Closed Session consideration.

1. Conference with Legal Counsel – Existing Litigation pursuant to Government Code Section 54956.9(d)(1):
 - a. *American Canyon I, LLC v. Napa Valley Unified School District* (Napa County Superior Court Case No 22CV001145).
 - b. *City of American Canyon v. City of Vallejo, et al.* (Sacramento Superior Court Case No. 34-2022-00327471).
 - c. *City of American Canyon v. Leon Dale Schmidt*, (Napa County Superior Court Case No. 22CV001041).

- d. *Center for Biological Diversity v. City of American Canyon et al.* (Napa County Superior Court Case No. 23CV000511)
 - e. *Golden State Environmental Justice Alliance v. City of American Canyon et al.* (Napa County Superior Court Case No. 23CV000510)
 - f. *City of Vallejo v. City of American Canyon et al.* (Napa County Superior Court Case No. 23CV000517)
2. Conference with Legal Counsel – Anticipated Litigation
Authorized Pursuant to Government Code Section 54956.9(d)(2)
One Matter
 3. Matters Relating to Public Employment Public Employee
Performance Evaluation Pursuant to Government Code Section
54957.
Position: Jason Holley, City Manager
Position: William D. Ross, City Attorney

With respect to Closed Session Agenda Item No. 1.a. (*American Canyon I, LLC v. Napa Valley Unified School District* (Napa County Superior Court Case No 22CV001145)), there was reportable action in the form of the Council rejecting (5-0) the latest Settlement proposal of the Napa Valley Unified School District concerning the pending Cross-Complaint against the City. Except as indicated, there was no reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(1).

With respect to Closed Session Agenda Item No. 1.b. (*City of American Canyon v. City of Vallejo, et al.* (Sacramento Superior Court Case No. 34-2022-00327471)), there was no reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(1).

With respect to Closed Session Agenda Item No. 1.c. (*City of American Canyon v. Leon Dale Schmidt*, (Napa County Superior Court Case No. 22CV001041)), there was no reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956(d)(1).

With respect to Closed Session Agenda Item No. 1.d. (*Center for Biological Diversity v. City of American Canyon et al.* (Napa County Superior Court Case No. 23CV000511)), 1.e. (*Golden State Environmental Justice Alliance v. City of American Canyon et al.* (Napa County Superior Court Case No. 23CV000510)) and 1.f. (*City of Vallejo v. City of American Canyon et al.* (Napa County Superior Court Case No. 23CV000517)), collectively referred to as the *Golden*

The Honorable Leon Garcia, Mayor
and Members of the City Council
July 25, 2023
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State matter, there was no reportable action under the common law attorney-client privilege or that provided by Government Code Section 54956.9(d)(1). The collective matters are awaiting notification from the Court of the transfer to the Sacramento Superior Court.

With respect to Closed Session Agenda Item No. 2., there was no other reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

With respect to Closed Session Agenda Item No. 3., there was no reportable action with respect to either of the Employee Performance Evaluations under Government Code Section 54957(b) of the City Manager, Jason Holley or the City Attorney, William Ross.

Your Council concluded the Closed Session at 6:24 p.m.

In Open Session, it was indicated that a written report upon return from Closed Session consistent with Government Code Section 54957.1, would be prepared concerning the matters agendaized for Closed Session.

This communication should be reviewed under the Consent portion of the Agenda of your next Regular or Special City Council Meeting.

Should you have questions concerning this Report, it may be taken off the Consent calendar when agendaized in the future, or our office may be contacted in the interim.

Very truly yours,



William D. Ross
City Attorney

WDR:jf

cc: Jason B. Holley, City Manager
Maria Ojeda, Assistant City Manager
Taresa Geilfuss, City Clerk
Cherri Walton, Deputy City Clerk



TITLE

Brightview Landscape Services Amendment No. 10

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute Amendment No. 10 to Agreement 2017-A111 with BrightView Landscape Services in the amount of \$295,861 for a total contract amount not to exceed \$2,912,482 for annual landscape maintenance services.

CONTACT

Erica Ahmann Smithies, P.E., Public Works Director
Brian Materne, Maintenance and Utilities Superintendent

BACKGROUND & ANALYSIS

Utilizing contract landscape maintenance firms is a cost-effective way to maintain parks and landscaped areas in Landscaping and Lighting Assessment Districts and other citywide locations.

On July 1, 2017, City Council awarded Coast Landscape Management (now known as BrightView Landscape Services) to provide annual contract landscape maintenance services (Agreement No. 2017-111, Resolution No. 2017-53). Subsequently, nine (9) additional amendments have included additional scope of work, funding and time extensions to the annual services contract.

On July 21, 2020, City Council approved Amendment No. 6 (Resolution No. 2020-70) which extended the contract an additional four (4) years through June 30, 2024.

Amendment No. 10 includes the anticipated annual landscape services expenses for Fiscal Year 2023/24 as well as a 20% contingency for extra work that may be requested by City staff such as irrigation repairs, tree work, landscape re-planting, and vandalism.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Outdoors and Recreation: "Expand opportunities for use of outdoor recreation and an active and healthy lifestyle."

FISCAL IMPACT

Sufficient funds are available for Amendment No. 10 in the adopted Fiscal Year 2023/24 Budget from the following fund accounts:

- 100-40-540-42310, Parks Maintenance
- 261-85-430-42310, LLAD 1
- 262-85-430-42310, LLAD 2
- 263-85-430-42310, LLAD 3
- 651-50-535-42310, City Hall
- 100-30-310-42131, Public Safety
- 540-50-570-42310, Wastewater
- 281-85-460-42310, CFD for Devlin Road

ENVIRONMENTAL REVIEW

15301 - The Project is exempt from review under the California Environmental Quality Act ("CEQA") under the Class 1 exemption of existing facilities of Section 15301 of Title 14 of the California Code of Regulations and said exemption is not negated by any exception under Section 15300.2 of said Regulations.

ATTACHMENTS:

1. [Resolution BrightView](#)
2. [Amendment #10 - Brightview](#)

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 10 TO AGREEMENT 2017-A111 WITH BRIGHTVIEW LANDSCAPING SERVICE IN THE AMOUNT OF \$295,876 AND A TOTAL CONTRACT AMOUNT OF \$2,912,497 FOR ANNUAL LANDSCAPE MAINTENANCE SERVICES

WHEREAS, utilizing contract landscape maintenance firms is a cost-effective way to maintain parks and landscaped areas in Landscaping and Lighting Assessment Districts and other citywide locations; and

WHEREAS, in 2017 the City awarded the Landscape Maintenance Services Contract (Agreement 2017-A111) to Coast Landscape (now known as BrightView Landscape Services) as the lowest responsive bidder; and

WHEREAS, on July 21, 2020, the council approved Amendment 4 (Resolution 2020-70) which extended the contract term through June 30, 2024; and

WHEREAS, sufficient funds exist in FY23/24 budget line items 100-40-540-42310, Parks Maintenance; 261-85-430-42310, LLAD 1; 262-85-430-42310, LLAD 2; 263-85-430-42310, LLAD 3; 651-50-535-42310, City Hall; 100-30-310-42131, Public Safety; 540-50-570-42310, Wastewater and 281-85-460-42310, Devlin Road to cover the expense for the scheduled citywide landscape services, plus a 20% contingency.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby authorizes the City Manager to execute Amendment No. 10 to Agreement 2017-A111 with BrightView Landscaping in the amount of \$295,876 for a total contract amount not to exceed \$2,912,497.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 1st day of August, 2023 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVE AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

CITY OF AMERICAN CANYON AGREEMENT NO. 2023-_____

**AMENDMENT #10 TO AGREEMENT NO. 2017-A111 TO THE
CITY OF AMERICAN CANYON STANDARD AGREEMENT FOR INDEPENDENT
CONTRACTOR SERVICES WITH BRIGHTVIEW LANDSCAPING SERVICES**

RECITALS

1. The City of American Canyon (“CITY”) and Brightview Landscape (“CONTRACTOR”) have entered into an Agreement dated July 1, 2017.
2. The Agreement provides for amendments to perform specific tasks under a specific scope of services that may arise during the term of the agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1.00 TIME OF PERFORMANCE

Original agreement (2017-A111) amended to extend term to June 30, 2024.

2.00 SERVICES AND COMPENSATION

CONTRACTOR agrees to provide services as listed in Attachment “A” to increase the contract amount for FY23/24 in the amount of \$295,876 for a total not to exceed contract amount of \$2,912,497.

3.00 REMAINING PROVISIONS

All other terms of the July 1, 2017 Agreement remain in full force and effect.

Executed on _____ at American Canyon, California.

CITY:

CONTRACTOR:

By: _____
Jason B. Holley
City Manager

By: _____
Fairlight Beard
General Manager



City of American Canyon
Proposal for Landscape Maintenance Services
Fiscal Year 23/24

	Monthly	Annual
City of American Canyon Site B	\$ 11,394.12	\$ 136,729.44
City of American Canyon A-1	\$ 175.15	\$ 2,101.80
City of American Canyon Public Safety	\$ 611.87	\$ 7,342.44
City of American Canyon City Hall	\$ 224.54	\$ 2,694.48
City of American Canyon Zone 1	\$ 5,474.29	\$ 65,691.48
City of American Canyon Zone 3	\$ 3,453.52	\$ 41,442.24
City of American Canyon WTP	\$ 361.67	\$ 4,340.04
City of American Canyon Parks	\$ 8,625.58	\$ 103,506.96
City of American Devlin Road	\$ 1,326.00	\$ 15,912.00
	\$ 31,646.74	\$ 379,760.88

For questions or additional information, please contact our Branch Manager.

Adam Thouvenot
 Adam.Thouvenot@brightview.com
 650-826-7168



TITLE

FY2023-24 Capital Budget and Construction Contract for the 2022 Annual Pavement Management Project (TR22-0300).

RECOMMENDATION

Amend the FY2023-24 Capital Budget to Increase Project Budget and Award a Construction Contract to Martin Brothers Construction for the 2022 Annual Pavement Management Project (TR22-0300)

CONTACT

Erica Ahmann Smithies, P.E., Public Works Director
Ron Ranada, P.E., Senior Civil Engineer

BACKGROUND & ANALYSIS

The 2022 Annual Pavement Management Project (TR22-0100) consists of pavement rehabilitation by means of asphalt rubber cape seal and asphalt grind and overlay at various locations throughout the City. Work includes, but is not limited to, mobilization, storm water pollution prevention, traffic control, curb ramp upgrades, dig-out repairs, asphalt rubber cape seal, asphalt grind and overlay, and new signage striping on various streets in American Canyon.

These segments of the City's street network have been identified for rehabilitation based on their Pavement Condition Index (PCI) as identified in prior Pavement Management Program Reports, and have been prioritized for maintenance work based on the current adopted Measure T 5-year Expenditure Plan (Resolution 2021-94).

After further review, staff identified additional road segments to receive treatment. The inclusion of some of these street segments will complete the rehabilitation of the Oceanview Subdivision. However, these segments are not in the approved Measure T Expenditure Plan. Hence, RMRA (SB1) funds will be used to fund this portion of the work. In summary, the list of street segments and their corresponding funding source is as follows:

Measure T-funded streets:

1. Donaldson Way (Eucalyptus to 1060 Donaldson)
2. Gisela Drive (Donaldson Way to Rio Del Mar)
3. Elke Drive

4. W Carolyn Drive (Spikerush to Donaldson Way)

RMRA-funded streets:

1. Donaldson Way (1060 Donaldson to Rio Del Mar)
2. Donaldson Way (Amarillo to Elliott Drive)
3. Donaldson Way (Elliott to Carolyn Drive)
4. Gisela Drive (Elke to Donaldson Way)
5. Rita Court
6. Rebecca Court
7. Jana Way

The City solicited competitive bids for the Project on July 5, 2023. The Engineer's Estimate is \$1,374,000. On July 25, 2023, the following bids were received and publicly read aloud:

Bidder	Total Bid Amount
Martin Brothers Construction	\$1,813,354.18
Argonaut Constructors	\$2,161,053.92
Pavement Coatings Co.	\$2,323,077.56

The bid submitted by Martin Brothers Construction in the amount of \$1,813,354.18 was the apparent low bid. Staff has reviewed the bid from Martin Brothers Construction and found it to be both responsive and responsible. Staff has verified the contractor's qualifications including valid Class A license 726454, DIR registration, and references, and found them to be satisfactory and acceptable. The prices of the Bid Items reflect reasonable and customary costs of completing the work. Staff recommends the Council award a construction contract to Martin Brothers Construction in the amount of \$1,813,354.18 in conjunction with the 2022 Annual Pavement Management Project (TR22-0300).

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Infrastructure: "Develop and maintain infrastructure resources to support sustainable growth."

FISCAL IMPACT

The FY 2023-24 Capital Budget currently provides for a Project Budget for the 2022 Annual Pavement Management Project (TR22-0300) in the amount of \$1,569,544. Fund sources include Fund 211 (Measure T), Fund 510 (Water Ops), Fund 540 (Wastewater Ops).

As noted above, with the inclusion of additional street segments to be maintained which are not in the adopted Measure T Expenditure Plan, staff proposes to incorporate additional funding by amending the FY 2023-24 Capital Budget and increasing the Project Budget via Fund 213 (RMRA). Therefore, staff recommends the Capital Budget be amended as follows:

Budget Line Item	Name	Amount
------------------	------	--------

213-85-450-48310	Transfer RMRA Fund	\$1,395,371
350-85-450-46110	Capital Outlay	\$1,395,371

Additionally, given changes to the project scope, staff determined that there is less associated work required involving water and wastewater facilities. Therefore, staff recommends the Project Budget be amended as follows:

Source	Current Amount	New Amount
Fund 211, Measure T	\$1,382,994	\$1,030,308
Fund 213, RMRA	\$0	\$1,395,371
Fund 510, Water Ops Fund	\$91,000	\$40,649
Fund 540, Wastewater Ops Fund	\$95,550	\$33,261
Total	\$1,569,544	\$2,499,589

ENVIRONMENTAL REVIEW

The 2022 Annual Pavement Management Project (TR22-0300) is Categorically Exempt from CEQA per CEQA Guidelines Sections 15301(c) (Existing Facilities) and 15302 (Replacement or Reconstruction).

ATTACHMENTS:

- [1. Resolution - Annual Pavement Management Project](#)

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON 1) AMENDING THE FY2023-24 CAPITAL BUDGET AND INCREASING PROJECT BUDGET, 2) AWARDING A CONSTRUCTION CONTRACT TO MARTIN BROTHERS CONSTRUCTION IN THE AMOUNT OF \$1,813,354.18, AND 3) AUTHORIZING THE PUBLIC WORKS DIRECTOR TO APPROVE A CONTINGENCY AMOUNT NOT TO EXCEED THE PROJECT BUDGET IN CONJUNCTION WITH THE 2022 ANNUAL PAVEMENT MANAGEMENT PROJECT (TR22-0300)

WHEREAS, the 2022 Annual Pavement Management Project (TR22-0300) consists of pavement rehabilitation by means of asphalt rubber cape seal or asphalt grind and overlay at the following locations throughout the City; and

WHEREAS, these segments have been prioritized for maintenance work based on their current Pavement Condition Index (PCI); and

WHEREAS, Measure T funded streets are Donaldson Way (Eucalyptus to 1060 Donaldson), Gisela Drive (Donaldson Way to Rio Del Mar), Elke Drive, W Carolyn Drive (Spikerush to Donaldson Way); and

WHEREAS, additional streets that have been identified for RMRA funding are Donaldson Way (1060 Donaldson to Rio Del Mar), Donaldson Way (Amarillo to Elliott Drive), Donaldson Way (Elliott to Carolyn Drive), Gisela Drive (Elke to Donaldson Way), Rita Court, Rebecca Court, Jana Way; and

WHEREAS, staff determined there will be less associated work required on the Water and Wastewater facilities in these areas; and

WHEREAS, the Engineer’s Estimate for the Project is \$1,374,000; and

WHEREAS, the City solicited competitive bids for the Project on July 5, 2023, and on July 25, 2023, the following bids were received and publicly read aloud; and

Bidder	Total Bid Amount
Martin Brothers Construction	\$1,813,354.18
Argonaut Constructors	\$2,161,053.92
Pavement Coatings Co.	\$2,323,077.56

WHEREAS, staff has reviewed the bid from Martin Brothers Construction and found it to be both responsive and responsible; and

WHEREAS, staff has verified the contractor’s qualifications and references, and found them to be satisfactory and acceptable; and

WHEREAS, staff finds the prices of the Bid Items reflect reasonable and customary costs of completing the work.

NOW, THEREFORE, BE IT RESOLVED that with the additional streets added to the Project scope, the City Council of the City of American Canyon hereby amends the FY 2023-24 Capital Budget as follows; and

Budget Line Item	Name	Amount
213-85-450-48310	Transfer RMRA Fund	\$1,395,371
350-85-450-37271	Capital Outlay	\$1,395,371

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby amends the Project Budget for the 2022 Annual Pavement Management Project (TR22-0300) as follows; and

Source	Current Amount	New Amount
Fund 211, Measure T	\$1,382,994	\$1,030,308
Fund 213, RMRA	\$0	\$1,395,371
Fund 510, Water Ops Fund	\$91,000	\$40,649
Fund 540, Wastewater Ops Fund	\$95,000	\$33,261
Total	\$1,569,544	\$2,499,589

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby 1) awards a construction contract to Martin Brothers Construction in the amount of \$1,813,354.18 and 2) authorizes the Public Works Director to approve and execute a contingency amount not to exceed the Project Budget in conjunction with the 2022 Annual Pavement Management Project (TR22-0300).

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 1st day of August, 2023, by the following vote:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

 Leon Garcia, Mayor

ATTEST:

APPROVE AS TO FORM:

 Taresa Geilfuss, CMC, City Clerk

 William D. Ross, City Attorney



TITLE

Quarterly Investment Report for City and Fire District for Fiscal Year 2022-23 Quarter 4

RECOMMENDATION

Receive and file the City and Fire District's Treasurer's Report for the quarter ended June 30, 2023.

CONTACT

Juan Gomez, Finance Director

BACKGROUND & ANALYSIS

The City's Investment Policy requires; the Treasurer to submit a quarterly investment report to the City Council. The report (Attachment 1) for the quarter ended June 30, 2023, includes investment transactions for both the City and Fire District. The report shows the City's cash and investment book balance, including debt reserves and unspent proceeds, was \$79,314,452. The Fire District's book balance was \$6,988,718.

- The City's diversified portfolio includes \$49.38 million invested in the California State Treasurer's Office Local Agency Investment Fund (LAIF) and \$24.22 million managed by Chandler Asset Management. The funds managed by Chandler are invested in U.S. Treasury Notes, Federal Agency Securities, Asset Backed Securities, U.S. Corporate Notes, Supranational Securities, and FDIC insured Corporate Notes. The lower market value to book value is due to the rising interest rate environment. That is an unrealized number, since the City normally holds investments to maturity. The increasing rate environment also offers an opportunity to invest to achieve higher returns.
- The Fire District maintains cash and investment accounts separately from the City. The book value of the District's total portfolio is \$6.99 million. All cash not needed to meet the current operational requirements of the Fire District is invested with Local Agency Investment Fund (LAIF).

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The recommended action will have no impact on the city's budget.

ENVIRONMENTAL REVIEW

Not Applicable

ATTACHMENTS:

[Investment Report June 30, 2023](#)

**Investment Report
For the Quarter Ended
June 30, 2023**

City of American Canyon



<u>Operating and Capital Funds</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Book Yield</u> ⁽¹⁾	<u>% of Portfolio</u>
Cash - Petty	\$ 2,300	\$ 2,300		0.00%
Cash - Westamerica Bank	1,561,929	1,561,929	0.30%	2.08%
Local Agency Investment Fund	49,383,083	48,633,868	3.17%	65.69%
Asset Backed Securities	2,317,305	2,257,210	2.56%	3.08%
Federal Agency Securities	4,089,123	3,839,345	1.38%	5.44%
Collateral Mortgage Obligations	606,103	591,037	3.65%	0.81%
Corporate Notes	6,271,095	5,903,842	2.28%	8.34%
Money Market Fund	249,026	249,026	4.70%	0.33%
Supranational	974,494	912,864	1.03%	1.30%
U.S. Treasury Notes	9,715,795	9,149,066	2.06%	12.93%
TOTAL OPERATING CASH	75,170,252	73,100,486		100.00%

Debt Reserves and Proceeds

Debt Service Reserves				
602 - American Canyon Road	349,380	349,380		
603 - CFD	3,172,229	3,172,229		
Capital Reserve				
601 - 2004 Reassessment	323,057	323,057		
360 - AmCyn Road East	299,535	299,535		
TOTAL DEBT & CAPITAL RESERVES	4,144,200	4,144,200		

TOTAL CASH AND INVESTMENTS - CITY \$ 79,314,452 \$ 77,244,686

(1) The weighted average yield as operating and capital funds for the month ended 6/30/2023 was 2.73%.

**Investment Report
For the Quarter Ended
June 30, 2023**



American Canyon Fire Protection District

Description	<u>Book Value</u>	<u>Market Value</u>	<u>Book Yield</u> ⁽²⁾	<u>% of Portfolio</u>
Cash - Westamerica Bank	\$ 544,182	544,182	0.30%	7.79%
Local Agency Investment Fund	6,444,536	6,346,763	3.17%	92.21%
TOTAL CASH AND INVESTMENTS - FIRE DISTRICT	\$ 6,988,718	\$ 6,890,944		100.00%

(2) The weighted average yield for the month ended 6/30/2023 was 2.94%.

The investments, as shown above, are in conformance with the Investment Policy or bond agreements
There are sufficient funds to meet the City's budgeted financial obligations for the next six months.

Respectfully submitted,

Juan Gomez
Finance Director/Treasurer



TITLE

NBS Consultant Agreement Amendment 1

RECOMMENDATION

Adopt a Resolution to authorize the City Manager to execute Amendment 1 to the professional services contract with NBS Government Finance Group, DBA: NBS to continue enterprise rate studies for the Water, Wastewater, and Recycled Water Enterprise Funds for a new not-to-exceed contract amount of \$173,514.

CONTACT

Juan Gomez, Finance Director
Jason Holley, City Manager

BACKGROUND & ANALYSIS

The City entered into an Agreement with NBS to conduct a Utilities Rate Study in September 2021 in the amount of \$128,600. The majority of the financial information has been compiled by NBS and is currently under staff review. In February 2023, City Staff requested NBS prepare for and attend six Utility Rate Advisory Committee meetings and run several additional rate scenarios that were not in the original scope resulting in a change order in the amount of \$29,140. In addition, staff is recommending the new not-to-exceed amount include a 10% contingency in the amount of \$15,740 (10% of original contract \$128,600 plus amendment #1 \$29,140) as work continues on the rate study and will provide flexibility should additional work or scenarios be needed.

Staff will endeavor to bring new proposed rate structures to the Council and obtain Proposition 218 passage in late Fall 2023 with any new rate structure targeted to take effect as of January 1, 2024.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Infrastructure: "Develop and maintain infrastructure resources to support sustainable growth."

FISCAL IMPACT

The City originally budgeted \$200,000 for rate studies with \$100,000 each in Water and Wastewater.

The original not-to-exceed contract amount was for \$128,600. The new not-to-exceed amended contract amount is \$173,514. The FY23/24 adopted budget includes funding for this contract and amendment in all three enterprise funds, Water Enterprise Fund (510-50-560-42160), Sewer Enterprise Fund (540-50-570-42160), Recycled Water Fund (580-50-590-42160)

ENVIRONMENTAL REVIEW

Not applicable.

ATTACHMENTS:

1. [Resolution - Enterprise Rate Studies Amendment 1](#)
2. [Amendment 1 NBS](#)
3. [American Canyon Change Order - NBS](#)

RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON TO
AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT 1 TO THE
PROFESSIONAL SERVICES CONTRACT WITH NBS GOVERNMENT FINANCE
GROUP, DBA: NBS TO PERFORM ENTERPRISE RATE STUDIES FOR THE WATER,
WASTEWATER, AND RECYCLED WATER ENTERPRISE FUNDS IN THE AMOUNT OF
\$44,914 WITH A NOT-TO-EXCEED CONTRACT AMOUNT OF \$173,514**

WHEREAS, on September 23, 2021, the City entered into a contract with NBS to conduct a Utilities Rate Study; and

WHEREAS, NBS has provided preliminary financial reports and scenarios; and

WHEREAS, City staff has requested several additional tasks resulting in a change order to the original agreement in the amount of \$29,140; and

WHEREAS, City staff recommends an additional 10% contingency in the amount of \$15,774; and

WHEREAS, the agreement be extended to November 30, 2023; and

WHEREAS, sufficient funding exists in the FY2023/24 Water Enterprise Fund, Sewer Enterprise Fund and Recycled Water Enterprise Fund;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby authorizes the City Manager to execute Amendment 1 to Agreement 2021-A135 with NBS in the amount of \$44,914 for a total contract amount not to exceed \$173,514.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 1st day of August, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

Taresa Guilfuss, City Clerk

William D. Ross, City Attorney

CITY OF AMERICAN CANYON AGREEMENT NO. _____

AMENDMENT #1 TO AGREEMENT NO. 2021-A135 THE CITY OF AMERICAN CANYON STANDARD AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES WITH NBS GOVERNMENT FINANCE GROUP, DBA: NBS

RECITALS

1. The City of American Canyon (CITY) and NBS Government Finance Group, DBA: NBS (CONSULTANT) entered into an Agreement dated September 21, 2021 (Agreement No. 2021- A135); and
2. The Agreement provides for amendments to perform specific tasks under a specific scope of services that may arise during the term of the agreement.

NOW, THEREFORE, CITY and NBS agree as follows:

1.00 SERVICES AND COMPENSATION

NBS agrees to provide services as listed in Attachment “A” to increase the contract amount for additional services in the amount of \$29,140 plus an additional 10% contract contingency in the amount of \$15,740 for a total not to exceed contract amount of \$173,514.

2.00 TIME OF PERFORMANCE

The services covered by this Amendment shall be performed or provided by November 30, 2023.

3.00 REMAINING PROVISIONS

All other terms of the September 21, 2021 Agreement remain in full force and effect.

Executed on _____, 2023 at American Canyon, California.

CITY:

CONSULTANT:

By: _____
Jason B. Holley
City Manager

By: _____
Michael Rentner
President & CEO



32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

www.nbsgov.com

February 24, 2023

Mr. Felix Hernandez III, CPII
Maintenance and Utilities Director
City of American Canyon
151 Mezzetta Ct.
American Canyon, CA 94503

RE: Change Order for Utility Rate and Capacity Fee Studies

Dear Felix,

I have prepared an estimate of the additional costs that NBS has or will incur because of changed conditions. The table attached shows four areas of changed conditions, the additional level of effort for each area, and the total costs. The four areas are described below.

- Interpreting customer data/water usage. The City could not provide water usage for the residential sewer customer categories. Additional effort was expended working with the City to try to get better data.
- Rectifying Sewer Loadings and Customer Contributions. The key to a proper cost allocation is to estimate the loadings coming from each customer/customer class and how that compares with the WWTP plant influent. It took extra effort to understand the unattributed wastewater flows and loads on the industrial line.
- As part of the URAC meetings, NBS has run additional rate scenarios that were not in the original scope.
- The City requested we prepare for and attend six Utility Rate Advisory Committee meetings. The cost estimate was based on eight hours for the project manager and 4 hours for the rate consultant per meeting.

Let me know how you want to proceed with this change order.

Sincerely,

A handwritten signature in blue ink that reads "Allan Highstreet". The signature is written in a cursive, flowing style.

Allan Highstreet
Principal Consultant

City of American Canyon Utility Rate and Capacity Fee Studies Change Order			
Areas of Changed Conditions	Consultant Labor (Hours)		Grand Totals
	Project Manager	Consultants	Consultant Costs (\$)
Hourly Rates	\$250	\$170	
Task 1. Cleaning up Customer Data/Water Usage	4	12	\$3,040
Task 2, Rectifying Sewer Loadings and Customer Contributions	4	12	\$3,040
Task 3. Additional Rate Scenarios	8	24	\$6,080
Task 4. Rate Advisory Workshops	48	24	\$16,080
Subtotal: Labor	64	72	\$28,240
Travel Costs			\$900
Change Order Total			\$29,140

* Rate Advisory Workshops assumed 6 workshops--8 hours for PM and 4 hours for consultant for each workshop.



TITLE

Baker Tilly Professional Services Contract

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute an agreement with Baker Tilly in an amount not to exceed \$67,600 to evaluate the structure and operations of the Public Works and Maintenance and Utilities Departments.

CONTACT

Maria Ojeda, Assistant City Manager

BACKGROUND & ANALYSIS

The Maintenance and Utilities Department's director position has recently become vacant and because of the current labor market conditions, there is an opportunity to examine the structure and operations for the Public Works and Maintenance and Utilities Departments. To complete this project, staff engaged Baker Tilly in a preliminary discussion about the project scope. In response, Baker Tilly provided a comprehensive proposal (Attachment A) that will include data gathering from employees, analyze organizational structures compared against best practices and an option to conduct a comparison against peer cities.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The total amount of the contract is not to exceed \$67,600. Due to the timing of the vacancy, the scope of this project was not included in the recently adopted budget. However, the total cost of this contract will be funded utilizing salary and benefit savings associated with the Maintenance and Utilities Department Director vacancy.

ATTACHMENTS:

[Attachment A - Baker Tilly Proposal.pdf](#)

[Baker_Tilly_Resolution.pdf](#)

July 27, 2023

Baker Tilly US, LLP
2570 West Camino Real, Suite 640
Mountain View, CA 94040
T: +1 (949) 809-5588
bakertilly.com

Maria Ojeda
Assistant City Manager
City of American Canyon
4381 Broadway Street, Suite 201
American Canyon, CA 94503

Dear Ms. Ojeda:

Thank you for meeting with Reina Schwartz and me on June 9, 2023. Baker Tilly is pleased to provide this proposal to examine the structure and operations of the Public Works and Maintenance and Utilities Departments. The purpose of the review is to take a fresh look at both departments, evaluate their structure, and provide an analysis of best practices.

Proposed plan of work

We have prepared a plan of work to achieve the project objectives defined above. This framework is amenable to refinements based on your input. Additionally, as described later in this proposal, you may want to consider an optional activity which compares the organization structures and functional alignment of the two departments in American Canyon with the structures and alignment of departments in comparable cities.

Activity 1 – Start project

Baker Tilly will begin this project with a careful learning phase, starting with a kickoff meeting with you, the City Manager, and other key staff from the departments. The purpose of the meeting is to ensure the plan of work and schedule are precisely tailored to your needs. Throughout the project, we will keep you informed of our progress, observations, and preliminary recommendations.

The project start-up activity forms the foundation of the relationship between Baker Tilly and the City of American Canyon. We know that the City's involvement in this assessment is in addition to your normal work. Our goal is to integrate our activities in a manner that is thoughtful and minimizes disruption to the City's operations. However, the cooperation of staff in providing requested data and giving meaningful feedback will be crucial to a successful engagement.

We will provide a document request prior to this meeting, and will review the material collected by staff to identify any other data needs.

Activity 2 – Gather information and input

During this activity, Baker Tilly will gather information from department leaders, managers, and employees. We will utilize methods that allow employees to share their perspectives about issues in the departments as well as identify opportunities to innovate and improve.

- **Conduct interviews.** Baker Tilly will interview up to 15 staff members, including you and the City Manager, and various employees from the two departments. The purpose of the interviews will be to understand strengths and weaknesses of each division, gain perspectives about the organization climate, and hear ideas for improving communication, business processes and service integration.

- **Design and deploy employee survey.** We will design and deploy an employee survey in a way that allows for confidentiality and participation by all employees in the two departments. The survey will focus on opportunities for increasing efficiency and effectiveness. This feedback, which we will summarize in our report, will inform our analysis and recommendations.
- **Facilitate employee focus groups.** We will convene four onsite focus groups to facilitate a structured conversation between key employee groups. The focus groups will enable us to explore organizational challenges and their solutions. We will work with you to identify the specific staff members who will attend, the specific issue areas for focus group discussion, as well as the schedule and location of the focus groups to ensure maximum participation and convenience for the various staff members.

Activity 3 – Analyze organization structures and alignment of functions

Based on the information compiled during the previous activities, Baker Tilly will:

- Prepare functional organization charts for the two departments,
- Analyze the department structures and identify potential misalignments,
- Determine whether changes to the structures or alignment of functions would improve operations, and
- Create proposed functional organization charts as necessary.

Activity 4 – Assess management system and use of best practices

The management system refers to the interrelated tools, techniques, methods, and approaches for managing an organization. Baker Tilly will assess the management system in the departments and identify areas where additional best practices will improve operations or efficiency. More specifically, we will assess:

- Strategic direction. How the departments establish direction and priorities,
- Technology. Whether technology including hardware/software and the departments' business systems are effective and whether they meet department needs,
- Communication. Approaches used to communicate within the departments and with other departments,
- Policies and procedures. Whether policies and procedures exist and are effective,
- Training. How the departments train existing staff and onboard new staff,
- Budgets. How department budgets are prepared and managed, and
- Performance measurement. The extent to which performance measurement is used, and whether the approaches used provide department leaders with sufficient information to manage effectively.

Activity 5 – Report results

During this activity, we will summarize our observations and preliminary recommendations in a memorandum, and meet with you to discuss the memorandum. This will be an opportunity to discuss what we learned in our analysis and to hear your feedback about the opportunities for improvement we identify. This discussion provides a preview of the issues and recommendations that will be addressed in the project report.

Baker Tilly will next prepare a draft project report, which will include our detailed analysis and recommendations. We will submit the draft report for your review and comment to ensure factual accuracy, and we will finalize the report after receiving and addressing your comments.

Reports prepared by Baker Tilly are rich in detail, with recommendations supported by quality analysis. We take pains to ensure that our analysis and subsequent recommendations are organized in an easy-to-understand format and presented in a positive manner. Baker Tilly is committed to recommending actions that result in meaningful operational improvements and can be implemented in the real world.

Activity 6 – Support implementation

Upon completion of the project report, Baker Tilly will prepare a draft Implementation Action Plan. The action plan will serve as an executable roadmap that details the specific steps needed to accomplish each of the recommendations included in the report. It will also include a suggested priority for each recommendation (short-, medium- and long-term) and assigned responsibility.

Optional Activity – Conduct Comparison of Peer Cities

If desired by the City of American Canyon, Baker Tilly would be pleased to conduct a comparison of the two departments with their counterparts in up to five comparable cities. Our team would work with you to identify the most comparable cities for this analysis. The comparison would focus on the organization structure and alignment of functions, offering another dimension to our analysis and report. This comparison would be useful in determining whether and how the structure and alignment of functions in American Canyon is similar to other cities.

About Baker Tilly

Celebrating more than 90 years serving our valued clients

As a future-looking firm, we celebrate more than 90 years in the marketplace by honoring our roots and continuing to shape our future. As we help our clients identify new needs and opportunities, we innovate and change to work better.



Our roots took hold in 1931 in Waterloo, Wisconsin, where we began as a public accounting firm specializing in canning factory audits. Since that time, we have grown with more than 40 different business combinations, each with its own rich history, expanding our presence coast to coast and globally and expanding our scope across industries, services, and areas of expertise. One thing has not changed over time: **our shared passion for enhancing the services our clients deliver.**

Delivering specialized expertise to our public sector clients

The City of American Canyon will be working with knowledgeable professionals who understand the specific challenges you face and who will provide innovative solutions to help you overcome them.

State and local government is a complex, unique environment shaped by fiscal, regulatory, and operational considerations not found in the private sector. We recognize this complexity, and we are eager to serve as a truly valued advisor to the public sector. Nationwide, our state and local government practice serves more than 4,100 state and local governmental entities, including municipalities, special districts, counties, public utilities, school districts, and transit.

**Public sector:
experience that matters**

4,100+

public sector clients in the U.S.

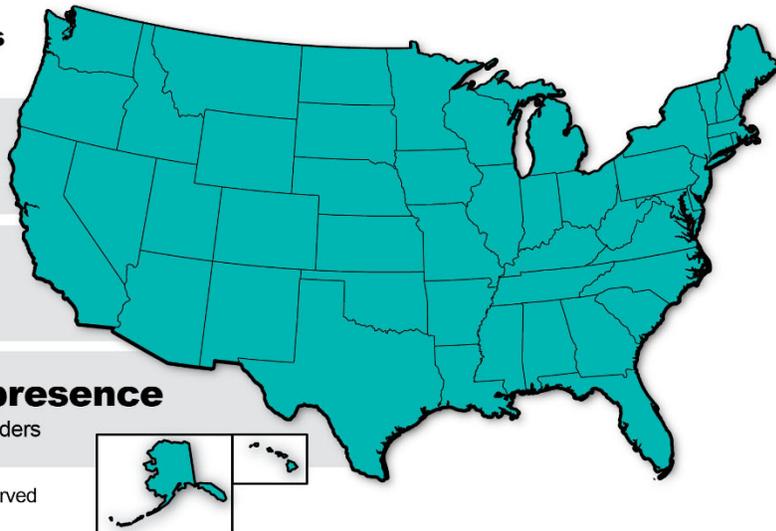
90+ years

industry experience

Coast-to-coast presence

industry trainers and thought leaders

 States where Baker Tilly has served public sector clients



Celebrating our recent combination with Management Partners

In October 2022, Management Partners combined with Baker Tilly US, LLP (Baker Tilly) to create a premier public sector consulting practice. The fast pace of change in local government is not slowing down. To continue serving and improving communities, local leaders need trusted consultants to help navigate change. This combination adds a unique and significant layer of experience to Baker Tilly's robust public sector practice. Our project team members are former local government leaders and managers stemming from all operational facets.



Our combined services include:

- Executive Recruitment
- Executive Coaching
- Executive Performance Assessment
- Organization Assessments
- Organization Development
- Performance Management

Aligning key engagement team members with your goals

Your team of professionals offers a collaborative focus supported by the breadth and depth of our firm's national resources. Engagement team members are introduced below.

ENGAGEMENT TEAM FOR THE CITY OF AMERICAN CANYON



Jay Trevino — Director

- Provides leadership to consulting teams on complex, high-profile engagements. As a consultant, helps government leaders analyze policy matters and improve operations by enhancing the management system, including the use of performance measurement techniques. Provides management services to clients for special projects or to augment management capacity.
- Broad consulting experience has included numerous areas of government, including police, fire, public works, maintenance, utilities, library, finance, city attorney, city clerk, housing, community services, and community development.
- Extensive client list in the western United States includes the cities of Los Angeles, Santa Monica, Beverly Hills, Pasadena, Manhattan Beach, San Jose, Morgan Hill, Brea, Pacifica, Walnut Creek, La Mesa, South Gate, Downey, Whittier, Santa Fe Springs, Huntington Beach, Perris, Newport Beach, Pico Rivera, Millbrae, Milpitas, La Mirada, Norwalk, Costa Mesa, Malibu, Fremont, Chula Vista, Seal Beach, Cypress, Garden Grove, Los Alamitos, Fullerton, Sutter County, California, Doña Ana County, New Mexico, and Sammamish, Washington.
- Spent more than 31 years in California local government, serving four cities in various executive and management roles and developing expertise in all aspects of policy development, organizational leadership and planning and development services.
- Worked for the cities of Santa Monica and Brea and served as the executive director of the Planning and Building Agency for the City of Santa Ana before retiring in 2013.



Ashley Garcia — Project Manager

- Assists with **workshop facilitation for City Council goal setting and strategic plans**, and provides clients with expertise in human resources management.
- Has completed multiple organizational reviews, comparison analysis studies, and produced and updated comprehensive personnel policies; recently led ARPA community engagement efforts.
- Local government experience includes **progressively responsible roles** for the California cities of Huntington Beach, Laguna Niguel, Costa Mesa and Santa Maria.
- Passionate about public service and organizational development, **specializing in interdepartmental collaboration**.
- Served as **President of the Municipal Management Association of Southern California** in 2018, leading the organization as it achieved record membership levels and established a strategic plan for the association.

ENGAGEMENT TEAM FOR THE CITY OF AMERICAN CANYON

Mike O'Connell — Subject-Matter Specialist

- Mike brings more than three decades of public works experience in a series of progressively more responsible roles with the City of San Jose.
- He served most recently as public works deputy director with responsibility for the transportation and hydraulics services division and the city facilities and architectural services division.
- In that position he directed plans, designs and delivery of capital improvements; initiated the design and delivery of flood recovery projects; administered plans, designs and deliveries of City facilities; and supervised, recruited and mentored a department of 133 Civil Engineers, Architects, Landscape Architects, Engineering Technicians, and support staff.
- Previous positions within the department include division manager for two divisions; senior civil engineer; and associate civil engineer.
- Mike is a registered professional engineer and a member of the American Public Works Association.

Professional fee

The total cost of this engagement, as described in Activities 1 to 6, is \$60,800, which includes all fees and expenses. The cost of the Optional Activity is \$6,800. The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal.

Conclusion

The City of American Canyon is a valued client, and Jay Trevino will be personally involved in all aspects of our relationship with the City from planning through completion of the engagement. We look forward to discussing your questions and feedback.

Sincerely,



Carol Jacobs, Managing Director
Baker Tilly US, LLP
+1 (714) 287-1547 | carol.jacobs@bakertilly.com

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RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON
APPROVING AN AGREEMENT WITH BAKER TILLY IN AN AMOUNT NOT TO
EXCEED \$67,600 TO EXAMINE THE STRUCTURE AND OPERATIONS OF THE
PUBLIC WORKS AND MAINTENANCE AND UTILITIES DEPARTMENT**

WHEREAS, the City of American Canyon has received a proposed work plan to examine the structure and operations of the Public Works and Maintenance and Utilities Departments; and

WHEREAS, the director vacancy in the Maintenance and Utilities Department and labor market conditions presented the opportunity to conduct this examination; and

WHEREAS, Baker Tilly has completed a proposal to complete the project scope; and

WHEREAS, there are sufficient funds from salary savings to cover the cost of the agreement and contract charges will be allocated to 510-80-810-42160 (40%) and 540-80-810-42160 (40%) and 100-40-510-42160 (20%);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon approving an agreement with Baker Tilly for a contract amount not to exceed \$67,600 to examine the structure and operations of the Public Works and Maintenance and Utilities Department.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 1st day of August 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney



TITLE

Project Labor Agreement with the Napa Solano Building and Construction Trades Council

RECOMMENDATION

Adopt a Resolution approving a Project Labor Agreement with the Napa Solano Building and Construction Trades Council and its affiliated local Unions.

CONTACT

Jason Holley, City Manager

BACKGROUND & ANALYSIS

A project labor agreement (PLA) is a pre-hire collective bargaining agreement between one or more labor organizations (often negotiated by the local Building Trades and Construction Council) and the owner of a project, which establishes the terms and conditions of employment on the project work. The purpose of a PLA is to facilitate the delivery of the project with minimal labor-related disruptions which would adversely impact the public and/or delay the project.

Generally, the terms of the PLA apply to all contractors and subcontractors who are awarded contracts on the project and supplement or supersede any existing collective bargaining agreements. PLAs typically include provisions that prohibit workers from engaging in strikes, work stoppages, and slowdowns for the duration of the term of the agreement. In exchange for the commitment not to engage in such activities, PLAs generally require that contractors hire workers who are referred from union hiring halls. Furthermore, contractors must pay the workers prevailing wage, contribute to union trust funds, and abide by certain dispute and grievance resolution procedures.

After receiving a presentation from the Napa-Solano Buildings and Trades Council (NSBCTC) in August 2019, the City Council directed staff to develop a "Citywide Project Labor Agreement". While the parties did not meet during the height of the pandemic, discussions began again in 2022 with an eye toward moving the Citywide PLA forward.

As an interim measure and test case, staff included pre-hire collective bargaining language in the Green Island Road Undergrounding Project last fall. The price from the lowest bidder was lower than the engineer's estimate, and while there have been contract change orders due to unforeseen

conditions, the project is forecast to be completed under budget. Overall the project is going well now after suffering through weather delays due to the record-setting wet winter and staff believe that project will complete by the end of summer.

As a result of the generally positive experience, staff is comfortable undertaking a longer more comprehensive evaluation and has negotiated an 5-year agreement that should benefit both the City and the NSBCTC. Staff intends upon using this larger data set of projects over a 5-year period to help determine whether the City should continue with a PLA after the initial 5-year term. It is important to note most of the City's capital projects over the can be characterized as "heavy civil". There are several utility pipeline and street paving projects all with comparable scope of work and characteristics. Thus, the data set at the 5-year term should have a sufficient sample size to draw valid conclusions.

The PLA applies to future City capital projects exceeding \$200,000 in project costs. This threshold is set and linked to the threshold of "informal bids" in set in accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA). Today, the limit for informal bids is determined by the California Uniform Construction Cost Accounting Commission to be \$200,000, but this amount is subject to change.

The PLA has an initial five-year term, with the ability to roll over for additional terms of five years each.

Other provisions of the PLA include:

- Projects will not be subject to strikes, sympathy strikes, work stoppages, picketing, hand-billing or otherwise advising the public that a labor dispute exists, slowdowns, refusal to work, walk-off, sit down, stand-in, wobble, boycott of any kind, for any reason, by the Unions or employees employed on a project, at the job site of a Project or any other facility of City because of a dispute on a Project; nor will there be lockouts by the contractor or employer on a project.
- The Unions covered by the PLA are recognized as the sole bargaining representative of all craft employees performing covered work, and all such employees must be represented by a Union for the duration of their employment on a project.
- The PLA agrees to facilitate employment of Local Area (defined as Napa County) residents and to use resources in the Local Area in construction of the Project.
- The projects will employ apprentices from a California state-approved Joint Apprenticeship Training Program, with the goal of helping to develop workers in the construction industry.
- The PLA will utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment and the Center's "Helmets to Hardhats" program, with the goal of facilitating the entry into the building and construction, trades of veterans who are interested in careers in the building and construction industry.
- Labor disputes, grievances, or actions relating to discipline will be resolved through procedures established with the affiliated Unions; any grievances not settled between the

parties would be subject to arbitration for resolution.

June 20 Re-cap

On June 20, the Carpenter's Union expressed concern with a prior version of the PLA. That version has since been update to the satisfaction of both NSBCTC and the Carpenter's Union (Attachment 2). City staff wishes to convey its thanks to the NSBCTC/Carpenter's Union for their work and willingness to negotiate this PLA. Staff believes that this PLA will benefit the City and the NSBCTC/Carpenter's Union, as well as the greater community, for years to come.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The Recommended Action will have no impact on the FY 23/24 Budget.

ENVIRONMENTAL REVIEW

15378(b) - The action is not a "Project" subject to the California Environmental Quality Act ("CEQA") because it does not qualify as a "Project" under Public Resources Code Sections 21065 and 21080 and in Section 15378(b) of Title 14 of the California Code of Regulations.

ATTACHMENTS:

- [1. Resolution - Project Labor Agreement](#)
- [1. Exhibit A - Project Labor Agreement](#)
- [2. American Canyon PLA Support Letter.pdf](#)

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON APPROVING A PROJECT LABOR AGREEMENT WITH THE NAPA SOLANO BUILDING AND CONSTRUCTION TRADES COUNCIL AND THE LOCAL UNIONS.

WHEREAS, a project labor agreement (PLA) is a pre-hire collective bargaining agreement between one or more labor organizations (often negotiated by the local Building Trades and Construction Council) and the owner of a project, which establishes the terms and conditions of employment on the project work; and

WHEREAS, the purpose of a PLA is to facilitate the delivery of the project with minimal labor-related disruptions which would adversely impact the public and/or delay the project; and

WHEREAS, the terms of the PLA apply to all contractors and subcontractors who are awarded contracts on the project and supplement or supersede any existing collective bargaining agreements; and

WHEREAS, the PLA includes provisions that prohibit workers from engaging in strikes, work stoppages, and slowdowns for the duration of the term of the agreement and in exchange for the commitment not to engage in such activities, the PLA requires that contractors hire workers who are referred from union hiring halls.

WHEREAS, the PLA requires contractors pay the workers prevailing wage, contribute to union trust funds, and abide by certain dispute and grievance resolution procedures; and

WHEREAS, the PLA applies to future City capital projects exceeding the threshold of "informal bids" in set in accordance with the California Uniform Public Construction Cost Accounting Act – currently determined by the California Uniform Construction Cost Accounting Commission to be \$200,000, but this amount is subject to change; and

WHEREAS, the PLA will not apply to any construction project for which the City has already issued a "Notice to Bidders" including, but not limited to, that certain "Recycled Water Expansion Project (RW 17-0100)" and the 2022 Annual Paving Project (TR 22-0300); and

WHEREAS, the PLA has an initial five-year term, with the ability to roll over for additional terms of five years each; and

WHEREAS, the PLA ensures future projects will not be subject to strikes, sympathy strikes, work stoppages, picketing, hand-billing or otherwise advising the public that a labor dispute exists, slowdowns, refusal to work, walk-off, sit down, stand-in, wobble, boycott of any kind, for any reason, by the Unions or employees employed on a project, at the job site of a Project or any other facility of City because of a dispute on a Project; nor will there be lockouts by the contractor or employer on a project; and

WHEREAS, the Unions covered by the PLA are recognized as the sole bargaining representative of all craft employees performing covered work, and all such employees must be represented by a Union for the duration of their employment on a project; and

WHEREAS, the PLA agrees to facilitate employment of Local Area (defined as Napa County) residents and to use resources in the Local Area in construction of the Project; and

WHEREAS, the projects will employ apprentices from a California state-approved Joint Apprenticeship Training Program, with the goal of helping to develop workers in the construction industry; and

WHEREAS, the PLA will utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment and the Center's "Helmets to Hardhats" program, with the goal of facilitating the entry into the building and construction, trades of veterans who are interested in careers in the building and construction industry; and

WHEREAS, labor disputes, grievances, or actions relating to discipline will be resolved through procedures established with the affiliated Unions; any grievances not settled between the parties would be subject to arbitration for resolution; and

WHEREAS, staff's recent experience on the Green Island Road Undergrounding Project (TR16-0010) – which includes similar pre-hire collective bargaining provisions as the PLA – has been positive and the Project expected to be completed under budget; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby approves the Project Labor Agreement with the Napa Solano Building and Construction Trades Council and its affiliated local Unions attached hereto as Exhibit A and incorporated by reference.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 1st day of August 2023 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVE AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

**PROJECT LABOR AGREEMENT FOR THE CITY OF AMERICAN CANYON
FOR FISCAL YEARS 2023/24 THROUGH 2028/29**

INTRODUCTION/FINDINGS

This Project Labor Agreement is entered into this ____ day of _____, 2023 by and between the City of American Canyon (hereinafter the “City”), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the **“Agreement to be Bound” (Addendum A)** (referred to herein as “Contractor(s)/Employer(s)”), and the Napa-Solano Building and Construction Trades Council (referred to herein as the “Council”) and the local Unions that have executed this Agreement (referred to collectively herein as the “Union(s)”).

The purpose of this Agreement is to promote the efficiency of construction operations for the City of American Canyon through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project(s) covered by this Agreement.

WHEREAS, the timely and successful completion of the Project is of the utmost importance to meet the needs of the City and avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of construction work on the Project and will be represented by the Unions who are signatory to this Agreement and employed by the Contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, it is recognized that on a Project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption may be substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the City, the Unions, and the Contractors/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and non-union workers of different

employers were to work side by side on the Project, potentially leading to labor disputes that could delay completion of the Project; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractors/Employers and the Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event the provisions of this Agreement shall prevail; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways in the construction industry; and

WHEREAS, the contract(s) for construction work on the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code and all state, local and federal laws; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I
DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.

1.3 "City" means the City of American Canyon and its governing board, officers, agents and employees, including managerial personnel.

1.4 "Completion" means that point at which there is Final Acceptance by the City of a Construction Contract and the City has filed a Notice of Completion. For purposes of this definition, "Final Acceptance" means that point in time at which the City has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the City has executed a written acceptance of the work.

1.5 "Construction Contract" means the public works or improvement contract(s) (including design-bid, design-build, lease-leaseback or other contracts under which construction of the Project is done) awarded by the City that are necessary to complete the Project.

1.6 "Contractor(s)/Employer(s)" or "Contractor(s)" or "Employer(s)" means any individual, firm, partnership or corporation (including the prime contractor, general contractor, construction manager, project manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with the City with respect to the construction of any part of the Project, and all contractors and subcontractors of any tier.

1.7 "Council" means the Napa-Solano Building and Construction Trades Council.

1.8 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.9 "Project" means all City construction projects where either the engineer's estimate of the total cost of the project, or the cumulative bid amount(s) submitted by the contractor(s) awarded a Construction Contract(s) for the Project, exceeds the limit for awarding "informal bids" in accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA). As of the Effective Date, the limit for informal bids is determined by the California Uniform Construction Cost Accounting Commission to be \$200,000, but is subject to change. All Construction Contracts required to complete an integrated Project shall be considered in determining whether this threshold is met. The City and the Council may mutually agree in writing to add additional projects or components to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein.

1.10 "Project Manager" means the person(s) or entity(ies) designated by the City to oversee all phases of construction on the Project and the implementation of this Agreement.

1.11 "Union" or "Unions" means the Napa-Solano Building and Construction Trades Council, its affiliated Unions, and any other Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE II **SCOPE OF AGREEMENT**

2.1 **Parties:** This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts on the Project (including subcontractors at any tier), and their successors and assigns, the City, the Council, and the Unions signatory to this Agreement.

2.2 **Applicability:** This Agreement governs all Construction Contracts awarded on the Project. For purposes of this Agreement, Construction Contracts shall be considered Completed as set forth in Section 1.4, except when the City directs a Contractor to engage in repairs, warranty work, modifications, or punch list work under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.

2.3 **Covered Work:** This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of

the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, soils and materials testing and inspection, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. Covered Work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed to supply materials to the Project.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by City employees.

2.3.2 This Agreement covers all on-site fabrication work over which the City, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). This Agreement also covers any off-site work, including fabrication, that is traditionally performed by the Unions and is directly or indirectly part of the Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

2.3.3 Except for the delivery of supplies, equipment or materials that are stockpiled for later use, this Agreement covers all construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of written request or as required by the bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XII and XIII of this Agreement shall apply to such work.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement.

2.4.1 This Agreement shall not apply to work performed by the City own employees as permitted by the Public Contract Code.

2.4.2 This Agreement shall not apply to a Contractor/Employer's non-construction craft executives, managerial employees, administrative personnel, and supervisors above the level of general foreman (unless covered by a Master Agreement).

2.4.3 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city, or other governmental bodies or their contractors. Work performed by public or private utilities including all electrical utility, voice-data-video, and security installation work ahead of

and up to the electrical service entry connection or the main point of entry into the building shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.4 This Agreement shall not apply to the off-site maintenance of leased equipment and on-site supervision of such work.

2.4.5 This Agreement shall not apply to work substantially funded by any federal, state, local or other public agency that prohibits the use of project labor agreements on projects receiving its funding, or the funding of projects on which such agreements are used. With respect to such work, the City agrees to make a reasonable effort to defend the application of this Agreement, including by making a written request to the funding source. Notwithstanding the foregoing, should only a specific provision of the Agreement be prohibited by the funding source, then, upon mutual agreement by the Council, the City shall modify the requirements of this Agreement accordingly, to allow this Agreement to remain in place and to advance the purposes of this Agreement to the maximum extent feasible.

2.4.6 This Agreement shall not apply to any construction project for which the City issued a “Notice to Bidders” prior to the Effective Date, including but not limited to, that certain “Recycled Water Expansion Project (RW 17-0100)”.

2.4.7 This Agreement shall not apply to any construction project undertaken by private developers rather than by the City, even if the resulting public improvements are to be later accepted and maintained by the City or any other governmental agency.

2.4.8 The City shall provide notice to the Council each fiscal year of any Covered Work that does not reach the monetary threshold for a Project as set forth in Section 1.9.

2.5 Award of Contracts: It is understood and agreed that the City has the right to select any qualified bidder for the award of Construction Contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project. A copy of all invitations to bid shall be provided to the Council at the time of issuance.

ARTICLE III **EFFECT OF AGREEMENT**

3.1 By executing this Agreement, the Council, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, all Contractors/Employers agree to be bound by each and every provision of this Agreement and agree to evidence their acceptance

prior to the commencement of work by executing the **Agreement to be Bound** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing, by executing the **Agreement to be Bound**, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a Construction Contract on the Project.

3.4 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any dispute between the Union(s) and the Contractor(s) with respect to compliance with this Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including the Schedule As incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement conflicts with a Schedule A, the provision of this Agreement shall prevail. Where a provision of a Schedule A does not conflict with this Agreement, the provision of the Schedule A shall apply.

ARTICLE IV **WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**

4.1. The Unions, the City, and the Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or any other facility of City because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other City projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of a demand for a new or modified Master Agreement, the Union agrees that it will not strike on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck, of the intent to withhold labor from the Contractor/Employers' or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 Notification: If the City or any Contractor contends that any Union has violated this Article, it will so notify in writing the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article. A Union complying with this obligation shall not be held responsible for the unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article IV is alleged to have occurred.

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or David Weinberg, as the alternate arbitrator, under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, the parties shall select the arbitrator from the list in Section 12.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the City, the involved Contractor, and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the permanent arbitrator named above, or the alternate if the permanent arbitrator is not available, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article, and the arbitrator's award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with the arbitrator's award ordering the party to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 The arbitrator's award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In a proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceeding may be *ex parte*. However, such agreement does not waive any party's right to seek or participate in a hearing for a final order of enforcement. Any court order enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance with the above procedure, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.8 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

ARTICLE V **PRE-JOB CONFERENCES**

5.1 **Timing:** The Project Manager shall convene and conduct, at a location and time mutually agreeable to the Council, a pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and

discuss in detail the scope of work and the other issues set forth below, at least fourteen (14) calendar days prior to:

- (a) The commencement of any Project work, and
- (b) The commencement of Project work on any subsequently awarded Construction Contract.

5.2 The pre-job conference shall be attended by a representative of each participating Contractor and each affected Union, and the Council and City may attend at their discretion.

5.3 The pre-job conference shall include but not be limited to the following subjects:

- (a) A listing of each Contractor's scope of work;
- (b) The craft assignments;
- (c) The estimated number of craft workers required to perform the work;
- (d) Transportation arrangements;
- (e) The estimated start and completion dates of the work; and
- (f) Discussion of pre-fabricated materials.

5.4 Review Meetings: In order to ensure the terms of this Agreement are being fulfilled and all concerns pertaining to the City, the Unions and the Contractors are addressed, the Project Manager and Senior Executive of the Council, or designated representatives thereof, shall meet on a periodic basis during the term of construction. The City and the Council shall have the right to call a meeting of the appropriate parties to ensure the terms of this Agreement are being fulfilled.

ARTICLE VI **NO DISCRIMINATION**

6.1 The Contractors/Employers and the Unions agree to comply with all anti-discrimination provisions of federal, state, and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII **UNION REPRESENTATION AND REFERRAL**

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees performing Covered Work under this Agreement, and all such employees must be represented by a Union for the duration of their employment on the Project.

7.2 The Contractors/Employers shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-

Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the independent requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

7.4 Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

7.5 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s), unless such craft construction employee is covered by a Master Agreement.

7.6 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain the worker(s) from any source. A Contractor/Employer who hires a worker(s) pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately direct such worker(s) to the appropriate Union hiring hall to be referred for work on the Project.

ARTICLE VIII **WAGES AND BENEFITS**

8.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the applicable Master Agreement(s).

8.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 8.1, which may from time to time be amended, specifying the detailed basis upon which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if they were appointed by the Contractors/Employers. The Contractors/Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s).

8.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

8.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement.

ARTICLE IX **APPRENTICES**

9.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in their respective crafts, to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured.

9.2 Apprentice ratios will be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination.

9.3 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised.

ARTICLE X **HELMETS TO HARDHATS**

10.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

10.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XI **COMPLIANCE**

11.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of Article VIII of this Agreement. Nothing in this Agreement shall be construed to interfere with or supersede the usual and

customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent wages or Trust Fund contributions from Contractors/Employers on the Project. Because the Project is a public work subject to the California Labor Code, the City shall monitor and enforce the Contractors/Employers' compliance with state prevailing wage requirements as well as this Agreement.

ARTICLE XII **GRIEVANCE ARBITRATION PROCEDURE**

12.1 **Project Labor Disputes:** All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article IV and Article XIII, shall be subject to resolution by the grievance arbitration procedures set forth in this Article.

12.2 **Employee Discipline:** All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.

12.3 No grievance shall be recognized unless the grieving party (Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

12.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the Contractor/Employer's designated representative, for discussion and resolution. This time limit may be extended by mutual consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, either party may request the dispute be submitted to arbitration within five (5) business days of the Step 2 meeting or the

conclusion of efforts to resolve the grievance at Step 2. This time limit may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to arbitration, the representatives shall notify the permanent arbitrator designated in Article IV, or if not available, the alternate arbitrator designated in Article IV, for final and binding arbitration. If the permanent arbitrator or the alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Carol Vendrillo
3. Morris Davis

12.5 The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties. The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

12.6 The time limits specified at any step of the grievance procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

12.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.

12.8 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, or its higher-tier Contractor, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an arbitrator shall so order.

12.9 Should any of the arbitrators listed in this Article XII or Article IV no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

ARTICLE XIII **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

13.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with

the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.

13.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

13.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the arbitrator’s hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

13.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer’s assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

13.5 Each Employer will conduct a pre-job conference with the Council prior to commencing work. The City and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE XIV
MANAGEMENT RIGHTS

14.1 Consistent with the Schedule A agreements, the Contractor(s)/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that all lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE XV
DRUG AND ALCOHOL TESTING

15.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

15.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Schedule A.

ARTICLE XVI
SAVINGS CLAUSE

16.1 If any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word that will meet the objections to its validity and will be in accordance with its original intent.

16.2 In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

16.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of the Agreement's provisions, and the City accordingly determines that compliance with this Agreement will not be required in order to perform work under a Construction Contract, the Unions will no longer be bound by the provisions of Article IV.

ARTICLE XVII
TERM

17.1 This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project.

17.2 This Agreement shall apply until the Completion of each Project in accordance with Sections 1.4 and 2.2.

17.3 This Agreement shall become effective on the day it is executed by the City and the Council. It shall remain in full force and effect for a period of five (5) years from the date of execution. Prior to each five (5) year anniversary of the effective date of this Agreement, the City and the Council shall meet to discuss proposed changes, if any, to the Agreement.

17.4 City and Council each retains the right to terminate the Agreement prior to the expiration of the Term, provided however that the terminating party provides at least 90 days' notice to the other party.

17.5 Absent termination or negotiation of a modified agreement as set forth above, the Agreement will continue for a successive five (5) year term.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

18.1 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined

terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

18.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures.

18.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

18.4 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

18.5 All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

[SIGNATURES TO FOLLOW]

CITY OF AMERICAN CANYON

By: _____

Date: _____

Name: _____

Title: _____

NAPA-SOLANO BUILDING AND CONSTRUCTION
TRADES COUNCIL

By: _____
Danny Bernardini, Secretary-Treasurer

Date: _____

UNION SIGNATURES

Bricklayers and Allied Craftsmen, Local 3 <hr/>	Boilermakers, Local 549 <hr/>
Elevator Constructors, Local 8 <hr/>	Insulator Workers, Local 16 <hr/>
Ironworkers, Local 378 <hr/>	Cement Masons, Local 400 <hr/>
Northern California District Council of Laborers, for itself and its affiliated Local Unions <hr/>	International Brotherhood of Electrical Workers, Local 180 <hr/>
District Council 16 International Union of Painters and Allied Trades, for itself and its affiliated Local Unions <hr/>	International Association of Sheet Metal, Air, Rail and Transportation Workers, Local 104 <hr/>
Plasterers and Cement Masons, Local 300 <hr/>	Plumbers and Steamfitters, Local 343 <hr/>
Teamsters, Local 315 <hr/>	Operating Engineers, Local 3 <hr/>
Utility and Landscape Local, 355 <hr/>	Sprinkler Fitters, Local 483 <hr/>
Roofers, Local 81 <hr/>	Northern California Carpenters Regional Council, for itself and its affiliated Local Unions <hr/>

Addendum A
AGREEMENT TO BE BOUND

[Date]
[Addressee]
[Address]

Re: City of American Canyon Project Labor Agreement
Agreement to be Bound

Dear _____:

The undersigned confirms that it agrees to be a party to and bound by the City of American Canyon Project Labor Agreement (“Agreement”) as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund documents as set forth in Section 8.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the City of American Canyon Project Labor Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person: _____

Address of Authorized Person: _____

State Public Works Registration Number: _____

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UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
LOCAL UNION 751

July 27, 2023

City of American Canyon
4381 Broadway St., Ste. 201
American Canyon, CA 94503

Dear Jason Holley,

The Nor Cal Carpenters Union has come to an agreement with the Napa-Solano Counties Building and Construction Trades Council relating to the proposed Project Labor Agreement for the City of American Canyon (attached), which we received from your office.

We are now in full support of the proposed Project Labor Agreement with the City of American Canyon.

Thank you,

John Belperio
Northern District Manager
Nor Cal Carpenters Union





Napa-Solano Counties BUILDING AND CONSTRUCTION TRADES COUNCIL

AFFILIATED WITH
AFL-CIO
CALIFORNIA LABOR FEDERATION, AFL-CIO
BUILDING TRADES DEPARTMENT, WASHINGTON, D.C.
STATE BUILDING & CONSTRUCTION TRADES COUNCIL



PHONE (707) 426-6454
FAX (707) 426-6419
2540 N. WATNEY WAY
FAIRFIELD, CALIFORNIA 94533-6732

July 28, 2023

City of American Canyon
4381 Broadway St. Ste. 201
American Canyon, CA 94503

Dear Jason Holley,

This letter serves as notice the Napa-Solano Building and Construction Trades Council has come to an agreement regarding a signature on a city-wide PLA in American Canyon with the NorCal Carpenters Union and its affiliates. We look forward to our partnership with the city for years to come.

Thank you,

Danny Bernardini
Business Manager