

BENICIA CITY COUNCIL CITY COUNCIL MEETING AGENDA

September 15, 2026
6:00 PM

Benicia City Hall, Council Chambers
250 East L Street, Benicia, CA 94510

COURTESY ZOOM PARTICIPATION

<https://us02web.zoom.us/j/88508047557?pwd=cHRsZlBrYlphU3pkODcycytmcFR2UT09>

Meeting ID: 885 0804 7557

Password: 449303

Phone: 1 669 900 9128

1. CALL TO ORDER (6:00 P.M.)

2. CONVENE OPEN SESSION

3. ROLL CALL

4. PLEDGE OF ALLEGIANCE

5. REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

The fundamental rights of each member of the public can be found in the municipal code posted on the City's website and on a plaque that is posted at the entrance to this meeting per section 4.04.030 of the City of Benicia's Open Government Ordinance.

6. ANNOUNCEMENTS

6.A MAYOR'S OFFICE HOURS

RECOMMENDED ACTION: Mayor Young maintains an open office on the first and third Mondays of the month (except holidays) in the Mayor's office of City Hall from 4:30 to 6:00 p.m. No appointment is necessary. Other meeting times may be scheduled through City Hall by calling 707-746-4200.

7. PROCLAMATIONS

7.A PROCLAMATION - HISPANIC HERITAGE MONTH 2026 [Proclamation - Hispanic Heritage Month 2026](#)

8. APPOINTMENTS

9. PRESENTATIONS

9.A INDEPENDENT OVERSIGHT COMMITTEE PRESENTATION

10. ADOPTION OF AGENDA

11. OPPORTUNITY FOR PUBLIC COMMENTS

How to Submit Public Comments for this City Council meeting:

Besides appearing in person and offering public comments, members of the public may provide public comment via Zoom, or to the City Clerk by email at lwolfe@ci.benicia.ca.us. Any comment submitted to the City Clerk should indicate to which item of the agenda the comment relates to. Specific information follows:

- Comments received by 2:00 pm on the day of the meeting will be electronically forwarded to the City Council and posted on the City's website.

12. WRITTEN COMMENT

13. PUBLIC COMMENT

14. CONSENT CALENDAR

Items listed on the Consent Calendar are considered routine and will be enacted, approved or adopted by one motion unless a request for removal or explanation is received from a Council Member, Staff or member of the public. Items removed from the Consent Calendar shall be considered immediately following the adoption of the Consent Calendar.

14.A MINUTES FROM THE AUGUST 18, 2026 AND SEPTEMBER 1, 2026 REGULAR MEETINGS

[August 18, 2026 Regular City Council Meeting Minutes](#)

[September 1, 2026 Regular City Council Meeting Minutes](#)

14.B APPROVING SECOND AMENDMENT TO AGREEMENT WITH DC ELECTRIC GROUP, INC. TO INCREASE PAYMENT LIMITS

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) approving a Second Amendment to Agreement with DC Electric Group, Inc. for Streetlight and Facility Light Maintenance and Repair Services (Attachment 2) and increasing the not-to-exceed amount from \$400,000 to \$410,000; and authorizing the City Manager or Administrative Services Director to execute the amendment on behalf of the City.

[Staff Report - Second Amendment to Agreement with DC Electric](#)

[1. Resolution - Second Amendment to Agreement with DC Electric](#)

[2. Second Amendment to Agreement - DC Electric](#)

14.C AUTHORIZING THE ADMINISTRATIVE SERVICES DIRECTOR TO MAKE THE NECESSARY BUDGET AMENDMENTS IN BOTH THE POLICE DEPARTMENT GENERAL FUND AND THE POLICE DEPARTMENT ASSET FORFEITURE ACCOUNT FOR REVENUE AND EXPENSES IN FY27

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) authorizing the Administrative Services Director to make the necessary budget amendments to the Police Department General Fund budget and the Police Department Asset Forfeiture account for revenue and expenses in FY27.

[Staff Report - Budget Development for 3555000 and SR2S](#)

[1. Resolution PD Budget Amendments for FY27](#)

14.D FY 2025/26 FOURTH QUARTER INVESTMENT REPORT

RECOMMENDED ACTION: Move to accept, by minute action, the Fourth Quarter Investment Report for the quarter that ended June 30, 2026 (Attachment 1).

[Staff Report - FY2025-26 Fourth Quarter Investment Report](#)

1. [FY2025-26 Fourth Quarter Investment Report](#)
2. [LAIF Statement Ending June 30, 2026](#)
3. [CAMP Statement Ending June 30, 2026](#)
4. [115 Trust Statement Ending June 30, 2026](#)

14.E APPROVE THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BEAUCHAINE CONSULTING GROUP, LLC FOR TYLER RESIDENT ACCESS IMPLEMENTATION

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) approving the first amendment (Attachment 2) to the professional services agreement with Beauchaine Consulting Group, LLC (Attachment 3) in the amount of \$36,090 for a not to exceed total of \$121,090 and authorizing the City Manager or Administrative Services Director to execute the amendment.

[Staff Report - Beauchaine Consulting Group, LLC Contract Amendment](#)

1. [Resolution - First Amendment to Agreement - Beauchaine Consulting Group](#)
2. [Professional Services Agreement with Beauchaine Consulting Group](#)
3. [First Amendment to Agreement with Beauchaine Consulting Group](#)
4. [Fiscal Year 2026-27 Work Plan](#)

14.F APPROVAL OF AGREEMENT WITH TRB + ASSOCIATES, INC. FOR DEVELOPMENT REVIEW PROFESSIONAL SERVICES

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) approving the Professional Services Agreement with TRB + Associates, Inc. for Rose Estates Development Review Support Services in an amount not to exceed \$345,000 and authorizing the City Manager to execute the Agreement on behalf of the City.

[Staff Report - TRB - Rose Estates Development Review Support Services](#)

1. [Resolution - TRB - Rose Estates Development Review Support Services](#)
2. [Agreement - TRB - Rose Estates Development Review Support Services](#)

14.G DISPOSITION OF CITY-OWNED SITE FOR HOUSING DEVELOPMENT

RECOMMENDED ACTION: Adopt the resolution (Attachment 1) declaring Housing Element Site 34 (1471 Park Road) (Exhibit A) of the Benicia Housing Element as Surplus Land.

[Staff Report - 1471 Park Declaration of Surplus Lands](#)

[Resolution - 1471 Park Declaration of Surplus Lands](#)

14.H AWARD OF TASK ORDER FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE SOUTHERN PACIFIC RAILROAD DEPOT PRESERVATION AND MAINTENANCE PROJECT

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) authorizing the City Manager to execute a task order with Unico Engineering, under the City's existing

Master On-Call Agreement, in an amount not to exceed \$90,500 for construction management and inspection services for the Southern Pacific Railroad Depot Preservation and Maintenance Project.

[Staff Report - Award of Task Order Railroad Depot Project](#)

[1. Resolution - Award of Task Order Railroad Depot Project](#)

[2. Construction Management Services Proposal - Unico Engineering](#)

[3. Construction Management Services Proposal - Consor](#)

14.I APPROVAL OF AGREEMENTS BETWEEN THE CITY OF BENICIA AND BENICIA PUBLIC SERVICE EMPLOYEE ASSOCIATION, BENICIA SUPERVISORS AND PROFESSIONALS ASSOCIATION, BENICIA POLICE OFFICER'S ASSOCIATION, BENICIA DISPATCHERS ASSOCIATION, BENICIA FIREFIGHTER'S ASSOCIATION AND UNREPRESENTED MANAGEMENT GROUPS

RECOMMENDED ACTION: Adoption of a resolution (Attachment 1) approving June 21, 2026 through June 20, 2027 agreements between the City of Benicia and BPSEA, BSPA, BPOA, BDA, BFA, and the agreements with unrepresented groups (Exhibit A).

[Staff Report - MOUs with BPSEA, BSPA, BPOA, BDA, BFA, and Unrepresented Management Groups](#)

[1. Resolution - MOUs with BPSEA, BSPA, BPOA, BDA, BFA, and Unrepresented Management Groups](#)

14.J APPROVAL TO WAIVE THE READING OF ALL ORDINANCES INTRODUCED OR ADOPTED PURSUANT TO THIS AGENDA

15. BUSINESS ITEMS

15.A AMENDING CHAPTER 12.41 TO APPLY FISHING RESTRICTIONS TO THE BENICIA MARINA BOAT LAUNCH FLOAT

RECOMMENDED ACTION: Move to waive the first reading and introduce an ordinance (Attachment 1) of the City Council amending Chapter 12.41 of the Benicia Municipal Code to prohibit fishing from the Benicia Marina boat launch float.

[Staff Report - Benicia Marina Fishing Restrictions](#)

[1. Ordinance - Amending Chapter 12.41 Use of Ninth Street Boat Launch Facility Float](#)

16. CITY COUNCIL TASK FORCE GROUPS: ADVOCACY, COLLABORATION AND TRANSITION (ACT)

16.A AD HOC "ACT" TASK FORCE GROUPS UPDATES

[Ad Hoc "ACT" Task Force Groups Updates](#)

17. COUNCIL MEMBER COMMITTEE REPORTS

(Council Members serve on various internal and external committees on behalf of the City. Links to current agendas, minutes and meeting schedules, as available, from these various committees are included in the agenda packet. Oral reports by the Council

Members are made only by exception.)

17.A COUNCIL MEMBER COMMITTEE REPORTS
[Council Member Committee Reports](#)

18. ADJOURNMENT (7:30 P.M.)

Public Participation

The City of Benicia welcomes your interest and involvement in the City's legislative process. Persons wishing to address the Council, Board, Commission or Committee (CBCC) are asked to voluntarily complete a speaker request form, available at the entrance of Council Chambers, and submit it to the meeting Secretary/City Clerk. Speakers, addressing the CBCC at the time the item is considered, are requested to restrict their comments to the item as it appears on the agenda and stay within the three-minute time limit. The Brown Act does not permit the CBCC to take action on items brought up during the Public Comment period.

As a courtesy, and technology permitting, members of the public may participate remotely. Please be advised that those participating in the meeting remotely via Zoom do so at their own risk. Meetings will not be cancelled due to technical difficulties. The meeting can also be observed on Cable T.V. Broadcast - Check with your cable provider for your local government broadcast channel, or livestream online at www.ci.benicia.ca.us/agendas.

Americans with Disabilities Acts

The City of Benicia is committed to providing meeting facilities that are accessible to persons with disabilities. Meeting materials in alternative formats, a sign language interpreter, real-time captioning, assistive listening devices or other accommodations can be requested by calling (707) 746-4200 or by emailing ADACoordinator@ci.benicia.ca.us, at least four working days prior to a meeting. Assistive listening devices may be obtained at the meeting.

Meeting Procedures

Pursuant to Government Code Section 65009, if you challenge a decision of the CBCC in court, you may be limited to the issues raised during the meeting or in written correspondence delivered to the CBCC by the meeting. You may also be limited to a ninety (90) day statute of limitations when challenging certain administrative decisions, including any final decisions regarding planning or zoning.

The decision of the CBCC is final as of the date of its decision unless judicial review is initiated pursuant to Code of Civil Procedure Section 1094.5. Any such petition for judicial review is subject to the provisions of Code of Civil Procedure Section 1094.6

Public Records and Writings Received After Agenda Posting

A printed version of the agenda packet for this meeting is available at the Benicia Public Library during regular working hours. To the extent feasible, the agenda packet and any writing or documents related to an agenda item for this meeting provided to the CBCC, will be made available for public inspection on the City's web page at www.ci.benicia.ca.us under the heading "Agendas and Minutes." A complete recording of each meeting is available online at www.ci.benicia.ca.us/agendas.

Contact Your Council Members

Voicemail for Mayor and Council Members: (707) 746-4213

Mayor Steve Young: SYoung@ci.benicia.ca.us

Vice Mayor Trevor Macenski: TMacenski@ci.benicia.ca.us

Council Member Kari Birdseye: KBirdseye@ci.benicia.ca.us

Council Member Lionel Largaespada: LLargaespada@ci.benicia.ca.us

Council Member Terry Scott: TScott@ci.benicia.ca.us



PROCLAMATION

IN RECOGNITION OF

Hispanic Heritage Month September 15 to October 15, 2026

WHEREAS, the observation of Hispanic Heritage Week started in 1968 under President Lyndon B. Johnson and was expanded by President Ronald Reagan in 1988 to a 30-day observance starting on September 15th and ending on October 15th; and

WHEREAS, Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua celebrate their Independence Day on September 15th, Mexico, and Chile celebrate their independence days on September 16th and September 18th, respectively; and

WHEREAS, Hispanic Americans have been integral to the prosperity of the United States, their contributions to the nation are immeasurable, and embody the best of American values; and

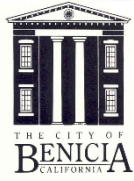
WHEREAS, the Hispanic American community has made lasting contributions to the culture, economy, and civic life of the United States.

NOW, THEREFORE, BE IT RESOLVED THAT I, Steve Young, Mayor of the City of Benicia, on behalf of the City Council, hereby proclaim September 15-October 15, 2026 Hispanic Heritage Month and encourage all citizens of the City of Benicia to honor the rich diversity of Hispanic communities and celebrate the many contributions to our nation and society.

Steve Young, Mayor
September 15, 2026



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MINUTES OF THE REGULAR MEETING – CITY COUNCIL AUGUST 18, 2026 6:00 P.M.

City Council Chambers, City Hall, 250 East L Street, complete proceedings of which are recorded. These are action minutes; a full video is available online at www.ci.benicia.ca.us/agendas.

1) **CALL TO ORDER (6:00 P.M.)**

Mayor Young called the meeting to order at 6:00 p.m.

2) **CONVENE OPEN SESSION**

3) **ROLL CALL**

Present: Mayor Young, Council Member Scott, Council Member
Largaespada, Council Member Birdseye
Absent: Vice Mayor Macenski

4) **PLEDGE OF ALLEGIANCE**

5) **REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC**

6) **ANNOUNCEMENTS**

6.A MAYOR'S OFFICE HOURS

7) **PROCLAMATIONS**

8) **APPOINTMENTS**

9) **PRESENTATIONS**

9.A IT PANOCHE HAZARDOUS WASTE LAND DISPOSAL FACILITY BRIEFING BY FORMER MAYOR JERRY HAYES

10) **ADOPTION OF AGENDA**

On motion of Council Member Birdseye, seconded by Council Member Scott, Council approved the Adoption of the Agenda, as presented, on a roll call by the following vote:

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Ayes: Council Member Birdseye, Council Member Largaespada, Council Member Scott, Mayor Young
Noes: (None)

11) **OPPORTUNITY FOR PUBLIC COMMENTS**

12) **WRITTEN COMMENT**

13) **PUBLIC COMMENT**

1. Marilyn Bardet - Ms. Bardet discussed the former toxic waste dump and refinery waste.
2. Dan Smith - Mr. Smith discussed concerns regarding delays in replacing the swings at the Playground of Dreams.

14) **CONSENT CALENDAR**

14.A **MINUTES FROM THE AUGUST 4, 2025 REGULAR MEETING**

[August 4, 2026 Regular City Council Meeting Minutes](#) 

14.B **NOTICE OF INTENT TO VACATE A PORTION OF RIGHT-OF-WAY AT 650 EAST N STREET AND SETTING A PUBLIC HEARING FOR SEPTEMBER 1, 2026**

[Staff Report - Notice of Intent to Vacate Right-of-Way at 650 East N Street](#) 

1. [Resolution - Notice of Intent to Vacate Right-of-Way 650 East N Street](#) 
2. [Planning Commission Staff Report and Resolution](#) 
3. [Proposed Area of Vacation](#) 

RESOLUTION NO. 26- 84 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA DECLARING THE CITY'S INTENTION TO VACATE A PORTION OF THE PUBLIC RIGHT-OF-WAY AT 650 EAST N STREET AND SETTING THE PUBLIC HEARING DATE FOR SEPTEMBER 1, 2026

14.C **AUTHORIZATION FOR THE SOLANO TRANSPORTATION AUTHORITY TO CLAIM TRANSPORTATION DEVELOPMENT ACT FUNDS FOR THE FY 2026/27 BENICIA LYFT PROGRAM AND APPROVAL OF PROGRAM MODIFICATIONS**

[Staff Report - Benicia Lyft Program TDA Funding and Program Modifications](#) 

RESOLUTION NO. 26- 85 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AUTHORIZING THE SOLANO TRANSPORTATION AUTHORITY, ON BEHALF OF THE CITY OF BENICIA, TO FILE AN APPLICATION WITH THE METROPOLITAN TRANSPORTATION

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COMMISSION FOR ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT FUNDS FOR FISCAL YEAR 2026/27 IN THE AMOUNT OF \$160,000 FOR THE BENICIA LYFT PROGRAM AND APPROVING PROGRAM MODIFICATIONS

Council discussed two possible changes to the recommendation: keep the cost at \$3.00 for low income people and consider adding a hardship application for people who live and work in Benicia.

Public Comment:

1. Lori Grundman - Ms. Grundman asked for clarification on what the proposed changes are.

Council approved the proposed resolution with the amendments to maintain the \$3 and \$4 rates the same for people living and working in Benicia and reducing each rider from 60 to 20 rides per month, unless a hardship waiver is submitted and approved.

1. [Resolution - Authorization for STA to Claim TDA Funds for the Benicia Lyft Program and Program Modifications](#)
2. [Benicia Lyft Program Mid-Year Report](#)

On motion of Council Member Scott, seconded by Mayor Young, Council approved the adoption of Resolution 26-85, as amended, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Largaespada, Council Member Scott, Mayor Young

Noes: (None)

14.D APPROVAL TO WAIVE THE READING OF ALL ORDINANCES INTRODUCED OR ADOPTED PURSUANT TO THIS AGENDA

Council pulled item 14.C for discussion.

On motion of Council Member Birdseye, seconded by Council Member Scott, Council approved the adoption of the Consent Calendar, as amended, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Largaespada, Council Member Scott, Mayor Young

Noes: (None)

15) BUSINESS ITEMS

15.A INTRODUCTION AND FIRST READING OF AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE BENICIA MUNICIPAL

DRAFT

CODE TO UPDATE FINANCE DIRECTOR REFERENCES, CLARIFY PROCUREMENT AND CONTRACTING AUTHORITY, AND MAKE RELATED ADMINISTRATIVE CLEANUP AMENDMENTS

Staff Report - BMC Finance Updates 

CITY OF BENICIA ORDINANCE NO. 26- - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING CHAPTERS IN TITLE 1 (GENERAL PROVISIONS), TITLE 2 (ADMINISTRATION), TITLE 3 (FINANCE AND PROCUREMENT), TITLE 5 (BUSINESS TAXES, LICENSES, AND REGULATIONS), TITLE 6 (ANIMAL CONTROL REGULATIONS), AND TITLE 8 (HEALTH AND SAFETY) TO REVISE DEFINITIONS AND PROCUREMENT THRESHOLDS

Jeff Tschudi, Administrative Services Director, reviewed the staff report.

Staff and Council discussed the proposed ordinance.

Public Comment:

None

Ordinance - Amending Finance Director Title & Procurement Thresholds 

On motion of Council Member Birdseye, seconded by Mayor Young, Council approved the Introduction and First Reading of the above Ordinance, as presented, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Largaespada, Council Member Scott, Mayor Young

Noes: (None)

15.B APPROVING THE FY26/27 CAPITAL IMPROVEMENT PROGRAM

RESOLUTION NO. 26- 86 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE FY26/27 CAPITAL IMPROVEMENT PROGRAM

Neil Leary, Deputy Director of Public Works, City Engineer, reviewed the staff report and a PowerPoint presentation.

Council and Staff discussed clarifying questions.

Public Comment:

None

Staff Report - Approving FY26-27 CIP Program 

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1. Resolution - Approving FY26-27 CIP Program

On motion of Council Member Birdseye, seconded by Mayor Young, Council approved the adoption of Resolution 26-86, as presented, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Largaespada, Council Member Scott, Mayor Young

Noes: (None)

16) CITY COUNCIL TASK FORCE GROUPS: ADVOCACY, COLLABORATION AND TRANSITION (ACT)

16.A AD HOC "ACT" TASK FORCE GROUPS UPDATES

[Ad Hoc "ACT" Task Force Groups Updates](#) 

17) COUNCIL MEMBER COMMITTEE REPORTS

17.A COUNCIL MEMBER COMMITTEE REPORTS

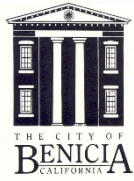
[Council Member Committee Reports](#) 

18) ADJOURNMENT (7:00 P.M.)

Mayor Young adjourned the meeting at 7:24 p.m. in memory of Pierre Bidou and William Tarbox.

City Clerk

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MINUTES OF THE REGULAR MEETING – CITY COUNCIL SEPTEMBER 1, 2026 6:00 P.M.

City Council Chambers, City Hall, 250 East L Street, complete proceedings of which are recorded. These are action minutes; a full video is available online at www.ci.benicia.ca.us/agendas.

COURTESY ZOOM PARTICIPATION

1) CALL TO ORDER (6:00 P.M.)

Mayor Young called the meeting to order at 6:02 p.m.

2) CONVENE OPEN SESSION

3) ROLL CALL

All Council Members were present.

4) PLEDGE OF ALLEGIANCE

5) REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

6) ANNOUNCEMENTS

6.A MAYOR'S OFFICE HOURS

7) PROCLAMATIONS

7.A PROCLAMATION - NATIONAL SUICIDE PREVENTION MONTH

Proclamation - National Suicide Prevention Month 

8) APPOINTMENTS

9) PRESENTATIONS

10) ADOPTION OF AGENDA

On motion of Vice Mayor Macenski, seconded by Council Member Birdseye, Council approved the Adoption of the Agenda, as presented, on a roll call by the following vote:

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Ayes: Council Member Birdseye, Council Member Largaespada, Vice Mayor Macenski, Council Member Scott, Mayor Young
Noes: (None)

11) OPPORTUNITY FOR PUBLIC COMMENTS

12) WRITTEN COMMENT

13) PUBLIC COMMENT

1. Vicky Marchand – Ms. Marchand discussed the recent vandalism of a local mural.

14) CONSENT CALENDAR

14.A **SUPPORT FOR THE VISION FOR OUR WATER FUTURE AS A MEMBER AGENCY OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES**

Staff Report - Support for the Vision for our Water Future as a Member Agency of ACWA 

1. Resolution - Supporting the Vision for our Water Future as a Member Agency of ACWA 

2. ACWA - Vision for Our Water Future 

3. Letter of Support to the Association of California Water Agencies 

4. ACWA Californians' Views on Water Quality and Supply Issues 

RESOLUTION NO. 26- 87 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA SUPPORTING THE VISION OF OUR WATER FUTURE AS A MEMBER AGENCY OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA)

14.B **APPROVAL OF AN INCREASED CONTINGENCY AND CONTRACT CHANGE ORDERS FOR 2026 CITYWIDE CURB RAMP IMPROVEMENTS PROJECT**

Staff Report - Approval of an Increased Contingency and CCOs for 2026 Curb Ramp Improvement Project 

Resolution - Approval of an Increased Contingency and CCOs for 2026 Curb Ramp Improvement Project 

RESOLUTION NO. 26- 88 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING OF AN INCREASED CONTINGENCY AND CONTRACT CHANGE ORDERS FOR 2026 CITYWIDE CURB RAMP IMPROVEMENTS PROJECT

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14.C SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE BENICIA MUNICIPAL CODE TO UPDATE FINANCE DIRECTOR REFERENCES, CLARIFY PROCUREMENT AND CONTRACTING AUTHORITY, AND MAKE RELATED ADMINISTRATIVE CLEANUP AMENDMENTS

Staff Report - BMC Finance Updates Second Reading and Adoption Ordinance Amending Finance Director Title & Procurement Thresholds

ORDINANCE NO. 26- 2 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING CHAPTERS IN TITLE 1 (GENERAL PROVISIONS), TITLE 2 (ADMINISTRATION AND PERSONNEL), TITLE 3 (REVENUE AND FINANCE), TITLE 5 (BUSINESS TAXES, LICENSES, AND REGULATIONS), TITLE 6 (ANIMAL CONTROL REGULATIONS), AND TITLE 8 (HEALTH AND SAFETY) TO REVISE DEFINITIONS AND PROCUREMENT THRESHOLDS

14.D AWARD OF CONSTRUCTION CONTRACT, AUTHORIZE A BUDGET AMENDMENT, AND APPROVE A NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE SOUTHERN PACIFIC RAILROAD DEPOT PRESERVATION AND MAINTENANCE PROJECT

RESOLUTION NO. 26- 89 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE BIDS FOR THE SOUTHERN PACIFIC RAILROAD DEPOT PRESERVATION AND MAINTENANCE PROJECT, AWARDED THE CONSTRUCTION CONTRACT TO CREATIVE PROPERTY RENEWAL, INC. OF STOCKTON, CA, IN THE AMOUNT OF \$192,559.65, AUTHORIZING A BUDGET AMENDMENT, APPROVING A NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONSTRUCTION CONTRACT ON BEHALF OF THE CITY

Council and Staff discussed concern regarding the construction management costs, why competitive bids were not obtained for construction management, and concern that the bird netting was not included in the bid.

Public Comment:

1. Christina Strawbridge - Mrs. Strawbridge discussed support for the proposed contract.

Council and Staff discussed the proposed resolution. Council Member Scott made a motion to adopt the resolution as amended, which was seconded by Council Member Birdseye. Mayor Young made a substitute motion to approve the resolution awarding the construction contract to Creative Property Renewal,

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Inc., removing the language regarding awarding the construction management contract to Unico, and directing Staff to return to Council as soon as practical with information on bids from the three companies (including allowing Unico to re-bid). Council Member Largaespada seconded the motion. The substitute motion passed with a 3/2 vote. Council Member Largaespada discussed the possibility of re-evaluating the scope of work.

Staff Report - Award of Construction Contract S. P. Depot Preservation and Maintenance Project 

1. Resolution - Award of Construction Contract S. P. Depot Preservation and Maintenance Project 

2. Contract - Creative Property Renewal, Inc. 

3. Notice of Exemption - S. P. Depot Preservation and Maintenance Project 

On motion of Mayor Young, seconded by Council Member Largaespada, Council approved the adoption of Resolution 26-89, as amended, on a roll call by the following vote:

Ayes: Council Member Largaespada, Vice Mayor Macenski, Mayor Young

Noes: Council Member Birdseye, Council Member Scott

14.E APPROVAL TO WAIVE THE READING OF ALL ORDINANCES INTRODUCED OR ADOPTED PURSUANT TO THIS AGENDA

Council pulled Item 14.D for discussion.

On motion of Vice Mayor Macenski, seconded by Council Member Birdseye, Council approved the adoption of the Consent Calendar, as amended, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Largaespada, Vice Mayor Macenski, Council Member Scott, Mayor Young

Noes: (None)

15) BUSINESS ITEMS

15.A CITYWIDE PARKS, LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT PROGRAM

RESOLUTION NO. 26- 90 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE CREATION OF THE PLLAD – CITYWIDE FUND (FUND 324), APPROVING A BUDGET AMENDMENT TO ESTABLISH A REVENUE BUDGET IN FISCAL YEAR 2026/2027 (FY27) IN THE PLLAD – CITYWIDE FUND (FUND 324), AND AUTHORIZING THE ADMINISTRATIVE SERVICES DIRECTOR TO MAKE THE NECESSARY BUDGET AMENDMENTS

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Danielle Martinez, Public Works Director, reviewed the staff report and PowerPoint presentation.

Council discussed clarifying questions.

Public Comment:

None

On motion of Vice Mayor Macenski, seconded by Council Member Birdseye, Council approved the adoption Resolution 26-90, as presented, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Largaespada, Vice Mayor Macenski, Council Member Scott, Mayor Young

Noes: (None)

[Staff Report - Citywide PLLAD Program](#) 

[1. Resolution - PLLAD Fund Creation and Budget Amendment](#) 

15.B VACATION OF A PORTION OF THE EAST N STREET RIGHT OF WAY

[Staff Report - Public Hearing to Vacate Right-of-Way at 650 East N Street](#) 

RESOLUTION NO. 26- 91 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ORDERING THE VACATION OF A PORTION OF THE PUBLIC RIGHT-OF-WAY ADJACENT TO 650 EAST N STREET

Neil Leary, Deputy Public Works Director, reviewed the staff report and PowerPoint presentation.

Council and Staff discussed clarifying questions.

Public Hearing Opened

Public Comment:

None

Public Hearing Closed

[1. Resolution - Approval of Vacation of Right-of-Way 650 East N Street](#) 

[2. Planning Commission Staff Report and Resolution](#) 

[3. Area of Vacation](#) 

On motion of Vice Mayor Macenski, seconded by Council Member Birdseye, Council approved the adoption Resolution 26-91, as presented, on a roll call by the following vote:

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Ayes: Council Member Birdseye, Council Member Largaespada, Vice Mayor
Macenski, Council Member Scott, Mayor Young

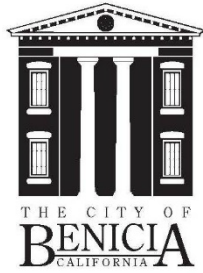
Noes: (None)

DRAFT

16) **ADJOURNMENT (7:30 P.M.)**

Mayor Young adjourned the meeting at 7:33 p.m.

City Clerk



AGENDA ITEM
CITY COUNCIL MEETING DATE – SEPTEMBER 15, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVING SECOND AMENDMENT TO AGREEMENT WITH DC ELECTRIC GROUP, INC. TO INCREASE PAYMENT LIMITS**

EXECUTIVE SUMMARY:

The City has concluded a multi-year Agreement (Agreement) with DC Electric Group, Inc. for Streetlight and Facility Light Maintenance and Repair Services. A second amendment to the agreement is being requested. The not-to-exceed amount for the Agreement has nearly been reached and needs to be increased to allow for final invoicing to be paid. The amendment does not extend the agreement and only increases the contract limit by \$10,000.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) approving a Second Amendment to Agreement with DC Electric Group, Inc. for Streetlight and Facility Light Maintenance and Repair Services (Attachment 2) and increasing the not-to-exceed amount from \$400,000 to \$410,000; and authorizing the City Manager or Administrative Services Director to execute the amendment on behalf of the City.

BUDGET INFORMATION:

The contract expenditures to date total \$388,175. There are two unpaid invoices for services provided through June 30, 2026, for approximately \$20,000 that need to be paid. The contract was encumbered in Fund 310 Gas Tax - Contract Services (org/obj. 3108050-7008), and there is sufficient budget available to absorb this increase. The agreement concluded on June 30, 2026, and this amendment does not change any other terms besides the total not-to-exceed contract authority amount. City Council approval is required when contracts for services exceed \$200,000 for the Public Works Department (Benicia Municipal Code: 3.10.030 Procurement of Services).

BACKGROUND:

On July 1, 2023, the City entered into Agreement #23-141 for Streetlight and Facility Light Maintenance and Repair Services with DC Electric Group, Inc. The multi-year Agreement has a total not-to-exceed contract authority amount of \$400,000 and services have reached the limit requiring the limit to be increased. The agreement

concluded on June 30, 2026, so this amendment does not extend the duration; it only increases the contract limit by \$10,000 in order to pay the final invoices.

NEXT STEPS:

If approved, the Amendment to Agreement will be executed and final invoices paid.

ALTERNATIVE ACTIONS:

None.

CEQA Analysis	This project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15301 (c), which exempts the operation, repair, maintenance of existing roadways, permitting, licensing, or minor alteration of existing facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.
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ATTACHMENTS:

1. Resolution – Second Amendment to Agreement with DC Electric
2. Second Amendment to Agreement – DC Electric

For more information contact: Danielle Martinez, Public Works Director

Phone: 707-746-4240

E-mail: PW@ci.benicia.ca.us

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING
SECOND AMENDMENT TO AGREEMENT WITH DC ELECTRIC GROUP, INC. TO
INCREASE PAYMENT LIMITS**

WHEREAS, on July 1, 2023, the City entered into Agreement #23-141 for Streetlight and Facility Light Maintenance and Repair Services with DC Electric Group, Inc. The multi-year Agreement has a payment limit of \$400,000 and services have reached the limit requiring the limit to be increased; and

WHEREAS, the City has concluded the multi-year Agreement with DC Electric Group, Inc. for Streetlight and Facility Light Maintenance and Repair Services. A second amendment to the agreement is being requested to allow for final invoices to be paid; and

WHEREAS, City Council approval is required when contracts for services exceed \$200,000 for the Public Works Department (Benicia Municipal Code: 3.10.030 Procurement of Services); and

WHEREAS, the contract expenditures to date total \$388,175. There are two unpaid invoices for approximately \$20,000 that need to be paid; and

WHEREAS, Fund 310 Gas Tax - Contract Services (org/obj. 3108050-7008) has sufficient funds for this increase.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby adopt a resolution approving a Second Amendment to Agreement with DC Electric Group, Inc. for a not-to-exceed amount of \$410,000; and authorizing the City Manager or Administrative Services Director to execute the amendment on behalf of the City.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 15th day of September 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

Contract ID #23-141A2

SECOND AMENDMENT TO AGREEMENT

This SECOND Amendment of the Agreement, entered into July 1, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and DC Electric Group Inc, a Corporation , with its primary office located at 605 West Sierra Ave., Cotati CA 94931, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On July 1, 2023, an agreement identified as Contract ID # 23-141 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$10,000, for a new total amount not to exceed \$410,000.

2.2. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on July 1, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

Title: STREETLIGHT AND FACILITY LIGHT MAINTENANCE AND REPAIR SERVICES
#23-141

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"DC Electric Group Inc"

By:  Louis Abraham

Its: Regional Manager

"City"

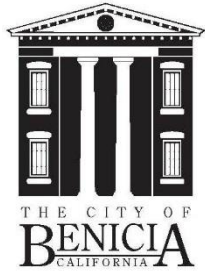
By: _____

Its: _____

"City Attorney"

By: _____

Its: City Attorney



AGENDA ITEM
CITY COUNCIL MEETING DATE – SEPTEMBER 15, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Police Chief

SUBJECT : **FY27 POLICE DEPARTMENT BUDGET AMENDMENTS FOR PUBLIC SAFETY EDUCATION AND ENFORCEMENT GRANT AND ASSET FORFEITURE FUNDS**

EXECUTIVE SUMMARY:

The Benicia Police Department (BDP) is recommending two separate budget amendments in the General Fund and in the Asset Forfeiture Fund. The BDP was awarded grant funding totaling \$50,000 as part of the Solano Transportation Authority Public Safety Education and Enforcement Grant to be used in conjunction with Safe Routes 2 School programs. Additionally, the Department would like to utilize a portion of the fund balance in the Police Department Asset Forfeiture account for evidence and investigation related expenses not covered in the General Fund budget. To utilize the aforementioned funding the Department is requesting the Administrative Services Director to make the necessary budget amendments for FY 2026/2027 (FY27).

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) authorizing the Administrative Services Director to make the necessary budget amendments to the Police Department General Fund budget and the Police Department Asset Forfeiture account for revenue and expenses in FY27.

BUDGET INFORMATION:

The Benicia Police Department (BPD) is requesting a budget amendment to increase both revenue and expenditures in the BPD General Fund (0105000) for FY27 for the Public Safety Education and Enforcement Grant. To accommodate anticipated grant revenue, an increase in the account for Federal Grants in the Police Department General Fund (0105000-5330) in the amount of \$50,000 is necessary, and, likewise corresponding increases in the expense object codes for Professional Services (7011), Special Operations and Investigations (7078), Office Supplies (7134) and Safety Equipment and Supplies (7138) are needed. The grantor will reimburse expenses based on quarterly invoices submitted for eligible expenses. The grantor does not require a match from the city.

BPD is also requesting a budget amendment to develop an expense budget in the PD Asset Forfeiture account (Fund 355) that has a fund balance of approximately \$217,700 for FY27. The total budget will utilize \$110,000 of the available balance in the expense object codes for Professional Services (7011), Software as a Service (7038), Special Operations/Investigations (7078), Noncapitalized equipment (7128), and Office Supplies (7134).

BACKGROUND:

The City of Benicia Police Department (BPD) was approved for cycle 6 (FY26) of the Public Safety Education and Enforcement Grant from the Solano Transportation Authority (STA) as part of the Safe Routes 2 School Program. Unfortunately, the grantor had insufficient money in FY26, and BPD did not receive funding. Some of the allocated cycle 6 funds went unspent by another municipality in FY26, and STA offered BPD the opportunity to utilize the unused funds in FY27. BPD enthusiastically accepted the offer of funding, however, will need to increase revenue and expense budgets in the BPD General Fund to utilize the funds for education and enforcement programs. Grant revenue is received on a quarterly reimbursement basis after the submission and acceptance of quarterly invoices to STA. A new grant agreement has been executed and is in effect through June 30, 2027.

Additionally, BPD maintains an account in which forfeited assets, resulting from seizure as part of a police investigation, are deposited. The assets are held for a mandated period of time as evidence and are then transferred by the courts as property to the law enforcement entity that participated in the seizure. Per California Code, money and property converted to city ownership cannot supplant regular municipal budget allocations for law enforcement. BPD is requesting to establish an expense budget to purchase software and equipment needed by our investigations unit that is not supported by the General Fund budget. As an example, the Department seeks to purchase software that can be used by detectives to significantly reduce the need to view an excessive amount of Child Sexual Abuse Material photo evidence during an investigation.

NEXT STEPS:

If City Council adopts the resolution, the Administrative Services Director will make the necessary budget amendments to the FY27 budget for the PD General Fund and the PD Asset Forfeiture account.

ALTERNATIVE ACTIONS:

Council could choose not to adopt the resolution, thus hindering BPD's ability to provide safety education and enforcement programs, and also requiring our investigations unit to continue to be exposed to photo evidence that may result in mental and emotional harm.

CEQA Analysis	The proposed actions are exempt from the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), the "general rule" exemption, which states that where it can be seen with certainty that there is no possibility that the activities in
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	question may have a significant effect on the environment, the actions are not subject to CEQA.
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ATTACHMENTS:

1. Resolution – Budget Amendments to PD General Fund and Asset Forfeiture Account

For more information contact: Mark Menesini, Police Chief

Phone: 707-746-4262

E-mail: mmenesini@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AUTHORIZING THE ADMINISTRATIVE SERVICES DIRECTOR TO MAKE THE NECESSARY BUDGET AMENDMENTS IN BOTH THE POLICE DEPARTMENT GENERAL FUND AND THE POLICE DEPARTMENT ASSET FORFEITURE ACCOUNT FOR REVENUE AND EXPENSES IN FY27

WHEREAS, the Benicia Police Department (BPD) was approved for grant funding in FY26 by the Solano Transportation Authority (STA) as part of the Public Safety Education and Enforcement Program; and

WHEREAS, BPD did not receive funding as expected due to the grantor having insufficient funds; and

WHEREAS, BPD was offered the opportunity to utilize grant funds that went unspent by another municipality in the previous FY; and

WHEREAS, BPD accepted the offer of \$50,000 in grant funding from STA for FY27; and

WHEREAS, a budget amendment is needed in the Police Department General Fund for revenue and expenses for the grant funds; and

WHEREAS, the Grant will reimburse expenses based on quarterly invoices submitted for eligible expenses and does not require a match from the city; and

WHEREAS, BPD is requesting the Administrative Services Director amend the FY27 General Fund budget (0105000) to increase both revenue and expense for amount totaling \$50,000 in the revenue object code for Federal Grants (5330) and corresponding increases in the expense objects codes for Professional Services (7011), Special Operations and Investigations (7078), Office Supplies (7134) and Safety Equipment and Supplies (7138); and

WHEREAS, BPD maintains a separate Asset Forfeiture Fund in the City's financial system in which forfeited assets, resulting from seizure as part of a police investigation, are deposited; and

WHEREAS, there is sufficient available fund balance in the Asset Forfeiture Fund; and

WHEREAS, per California Code, asset forfeiture money and property converted to city ownership is distributed to the law enforcement entity that participated in the seizure and cannot replace regular municipal budget allocations for law enforcement; and

WHEREAS, BPD is requesting to establish an expense budget totaling \$110,000 for FY27 to purchase software and equipment needed by our investigations unit that is not supported by the General Fund budget; and

WHEREAS, BPD is requesting the Administrative Services Director amend the PD Asset Forfeiture account (3555000) to establish an expense budget in the object codes for Professional Services (7011), Software as a Service (7038), Special Operations/Investigations (7078), Noncapitalized equipment (7128), and Office Supplies (7134).

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby authorize the Administrative Services Director to make the necessary budget amendments in the Police Department General Fund and the PD Asset Forfeiture account for FY27.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 15th day of September, 2026 by the following vote:

Ayes:

Noes:

Absent:

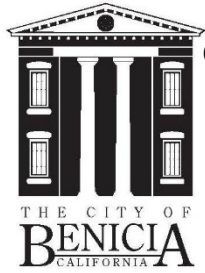
Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



AGENDA ITEM
CITY COUNCIL MEETING DATE – SEPTEMBER 15, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Administrative Services Director

SUBJECT : **FY 2025/26 FOURTH QUARTER INVESTMENT REPORT**

EXECUTIVE SUMMARY:

The Fiscal Year 2025/26 Fourth Quarter Investment Report for the quarter that ended June 30, 2026, follows the City's Investment Policy and California Law. Additionally, the City has adequate investments to meet its expenditure needs for the next six months. This report has been reviewed by the City Treasurer.

RECOMMENDATION:

Move to accept, by minute action, the Fourth Quarter Investment Report for the quarter that ended June 30, 2026 (Attachment 1).

BUDGET INFORMATION:

Staff time to prepare the report is included in the adopted FY 2025/26 General Fund budget. The interest earnings and market value of the City's portfolio have been reported in the appropriate fiscal year's budget.

BACKGROUND:

The Fourth Quarter Investment Report for the quarter that ended June 30, 2026, has been completed. The market value of the City's all funds managed investment portfolio as of June 30, 2026, was \$34,990,438. The portfolio's performance includes interest earnings and changes in market value, resulting in a total return rate of 0.51%. The quarterly returns were above the portfolio benchmark of 0.37%. Returns for the 1-year period were 3.39%, outperforming the portfolio benchmark return of 2.97% by 0.42% after fees.

The quarter marked a significant transition at the Federal Reserve (Fed). The Federal Open Market Committee (FOMC) held its target range unchanged at 3.50% to 3.75% at Kevin Warsh's first meeting as Fed Chair. As expected, the Fed removed all forward guidance, signaling a more data-dependent approach. This approach means investors can expect less disclosure prior to the FOMC meeting and less discussion on future policy intent.

The second quarter of 2026 began with heightened concerns surrounding the conflict in the Middle East, rising energy prices, and inflationary consequences of supply

disruptions. As the quarter progressed, easing geopolitical tensions and a pullback in oil prices improved investor sentiment, allowing markets to refocus on economic fundamentals and monetary policy. As a result, the total dollar returns improved despite a decline in market value on the portfolio, which is reflected in total return performance that improved from 0.38% last quarter to 0.51% this quarter ending on June 30, 2026.

Despite these market value pressures, portfolio income remained strong, with interest earnings continuing at historically elevated levels, reflecting the higher rate environment and reinvestment at attractive yields. The benchmark, which is used to measure how the portfolio performed against the broader market, experienced a similar pattern over the same period, improving from 0.33% to 0.37%. Despite these headwinds, the portfolio continues to outperform its benchmark in both periods, indicating that the City's high-quality and conservatively structured investments demonstrated relative resilience in a challenging market environment.

The City has adequate investments to meet its expenditure requirements for the next six months. In addition, the City's investment portfolio follows Government Code Sections 53600 et seq. and the City's Investment Policy.

The attached Fourth Quarter Investment Report identifies, but is not limited to, the City's investments by purchase date, maturity date, type of investment, issuer of investment, cost, current yield, and yield to maturity.

LOCAL GOVERNMENT INVESTMENT POOLS

The City participates in two investment pools, the Local Agency Investment Fund (LAIF) and California Asset Management Trust (CAMP). Both LAIF and CAMP are compliant with California Government Code section 6509.7 and section 53601.

LAIF is a voluntary program created by statute in 1977, through the State Treasurer, in which local agencies can participate in the State's investment portfolio to achieve the benefit of the size of the State's investments and portfolio managers. The City's LAIF balance ending June 30, 2026, was \$37,029,192 with an interest rate of 3.92% during the quarter (Attachment 2).

CAMP was created in 1989, when two public agencies formed the California Asset Management Trust, with the objective of meeting local government investment needs at a reasonable cost. The City became a shareholder in CAMP in November 2022. The cash reserve portfolio that the City participates in is a short-term portfolio which, in order of priority, seeks to preserve principal, provide daily liquidity and earn a high level of income. The City's CAMP balance, ending June 30, 2026, totals 62,873,283 (Attachment 3) with an investment yield of 3.77% on Pool balance of \$42,873,283, and an investment yield of 3.70% on a \$20,000,000 1-year Term investment maturing on 12/16/26. This last Term investment represents a transfer from the CAMP pool investment to secure a fixed rate and fixed term, allowing the city to ladder maturities.

As a reminder, these are cash investments of reserves/current operating cash from all funds, including Water and Wastewater, and are a snapshot in time as the cash balances are used throughout the year to cash flow city operations including debt

obligations. The investment balances are not additional funding that can be used for budgeting purposes, but rather the cash behind the budget decisions made throughout the fiscal year.

IRS SECTION 115 PENSION TRUST:

On June 6, 2019, Council adopted Resolution 2019-48 authorizing the City Manager to establish an IRS Section 115 irrevocable pension trust fund with Public Agency Retirement Services (PARS) to administer a Public Agencies Post-Employment Benefits Trust as a pension rate stabilizing fund to pre-fund pension benefit obligations. The value of the Trust for the quarter ending June 30, 2026, is \$11,294,239 (Attachment 4). The portfolio return during the quarter was 7.22%, and the 1-year return is 13.15%.

NEXT STEPS:

None.

ALTERNATIVE ACTIONS:

If Council chooses not to accept the Fourth Quarter Investment Report, the City will be out of compliance with the City's Investment Policy.

CEQA Analysis	The Investment Report is exempt from the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), the "general rule" exemption which states that where it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment, the activity is exempt from CEQA
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ATTACHMENTS:

1. FY 2025-26 Fourth Quarter Investment Report
2. LAIF Statement Ending June 30, 2026
3. CAMP Statement Ending June 30, 2026
4. 115 Trust Statement Ending June 30, 2026

For more information contact: Jeff Tschudi, Administrative Services Director

Phone: 707.746.4222

E-mail: jtschudi@ci.benicia.ca.us



CITY OF BENICIA

Investment Performance Review For the Quarter Ended June 30, 2026

Client Management Team		PFM Asset Management
		A division of U.S. Bancorp Asset Management, Inc
Monique Spyke, Managing Director	1 California Street Ste. 1000	213 Market Street
Justin Resuello, Institutional Sales & Relationship Manager	San Francisco, CA 94111-5411	Harrisburg, PA 17101-2141
	415-393-7270	717-232-2723

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Agenda

- Market Update
- Portfolio Review

Market Update

Current Market Themes



- ▶ U.S. growth remains resilient as AI-driven investment offsets a moderating consumer
 - ▶ Headline inflation may be at or near its peak as the energy shock fades, though flare-ups in the Middle East conflict and potential delayed passthroughs to core inflation remain key risks
 - ▶ The labor market is in balance, though real wage growth remains modest
 - ▶ AI investment continues to drive growth while fueling inflation in tech-related categories



- ▶ The Federal Reserve (Fed) left policy rates unchanged at 3.50-3.75%
 - ▶ New Fed Chair Kevin Warsh stressed restoring price stability
 - ▶ Forward guidance was removed to refocus markets on economic fundamentals and incoming data rather than the Fed's policy response
 - ▶ Nine participants projected a 2026 rate hike though Warsh did not submit projections



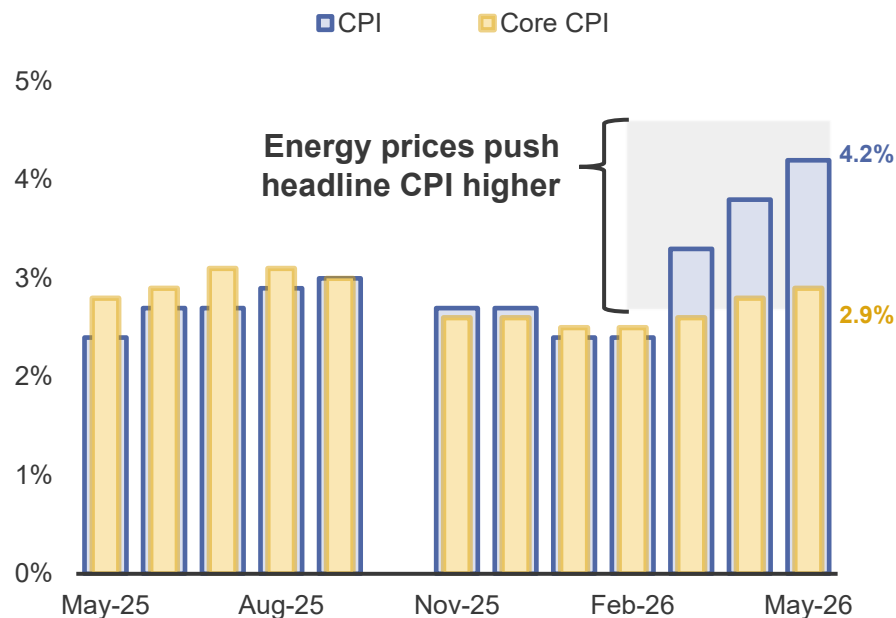
- ▶ Treasury yields moved higher on a more hawkish Fed
 - ▶ Given current pricing of Fed rate hikes, we continue to find value in the front end
 - ▶ Longer-term rates face two-sided risks from inflation and growth dynamics
 - ▶ Credit spreads remain tight as resilient growth, stable labor conditions, and strong demand outweigh valuation concerns

Source: Details on market themes and economic indicators provided throughout the body of the presentation. Bloomberg Finance L.P., as of June 30, 2026.

Implications of the Energy Shock

- ▶ **Higher energy costs lift headline inflation but the Fed remains attentive to broader passthroughs to core goods and services**
 - ▶ Oil prices ended the quarter near pre-conflict levels after peaking in April
 - ▶ Headline inflation may be at or near peak as energy supply normalizes
 - ▶ Fed remains focused on long-run inflation expectations

Consumer Price Index
Year-over-Year Change



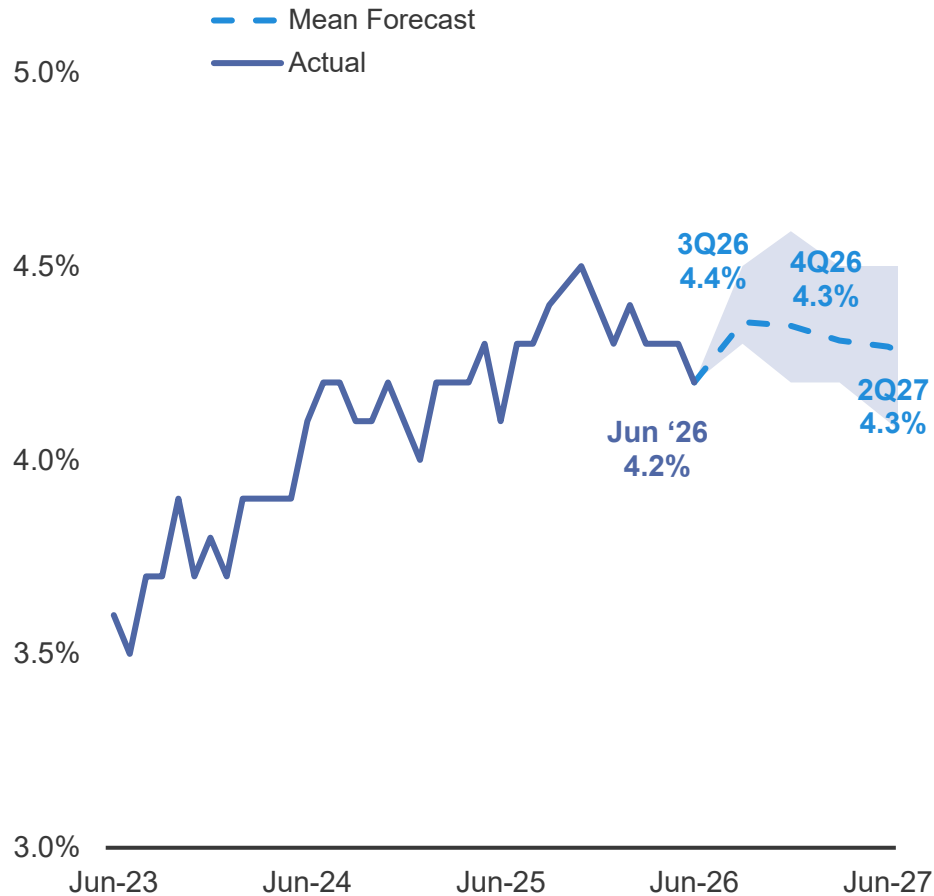
Forward Inflation Expectations
June 30, 2025 to June 30, 2026



Source: Bloomberg Finance L.P. and Bureau of Labor Statistics. CPI as of May 2026. Market implied inflation expectations shown using 1-year and 5-year inflation swaps as of June 30, 2026.

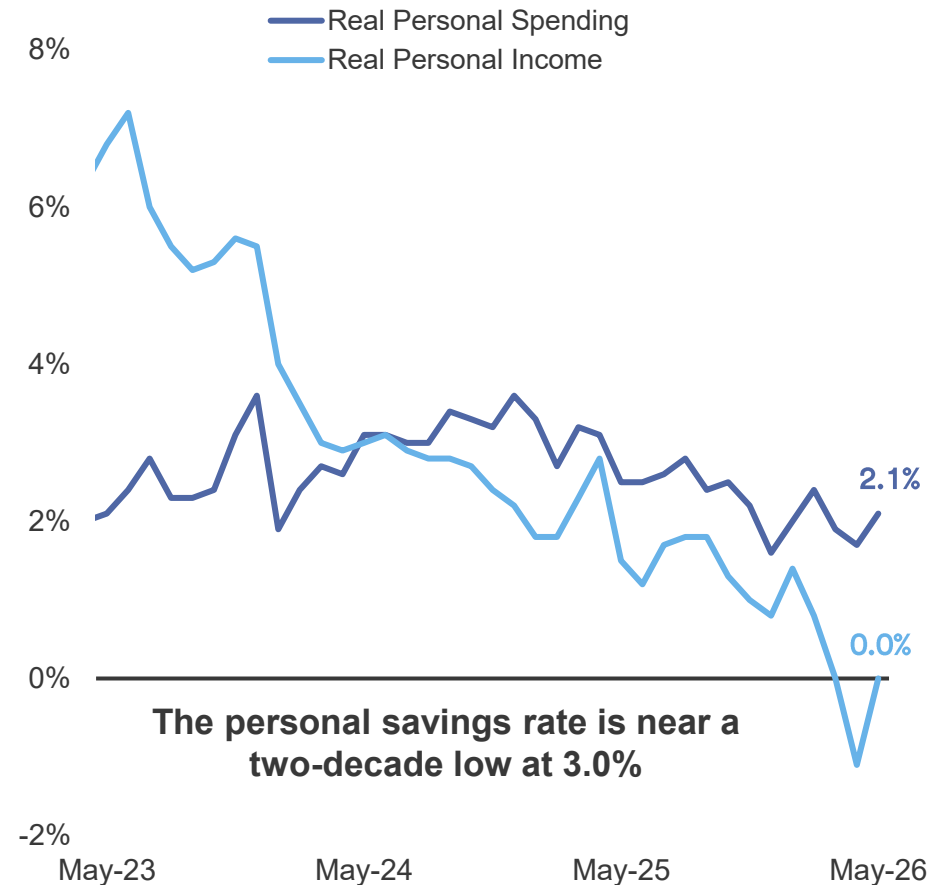
Labor Market Remains Balanced But Purchasing Power Erodes

Unemployment Rate



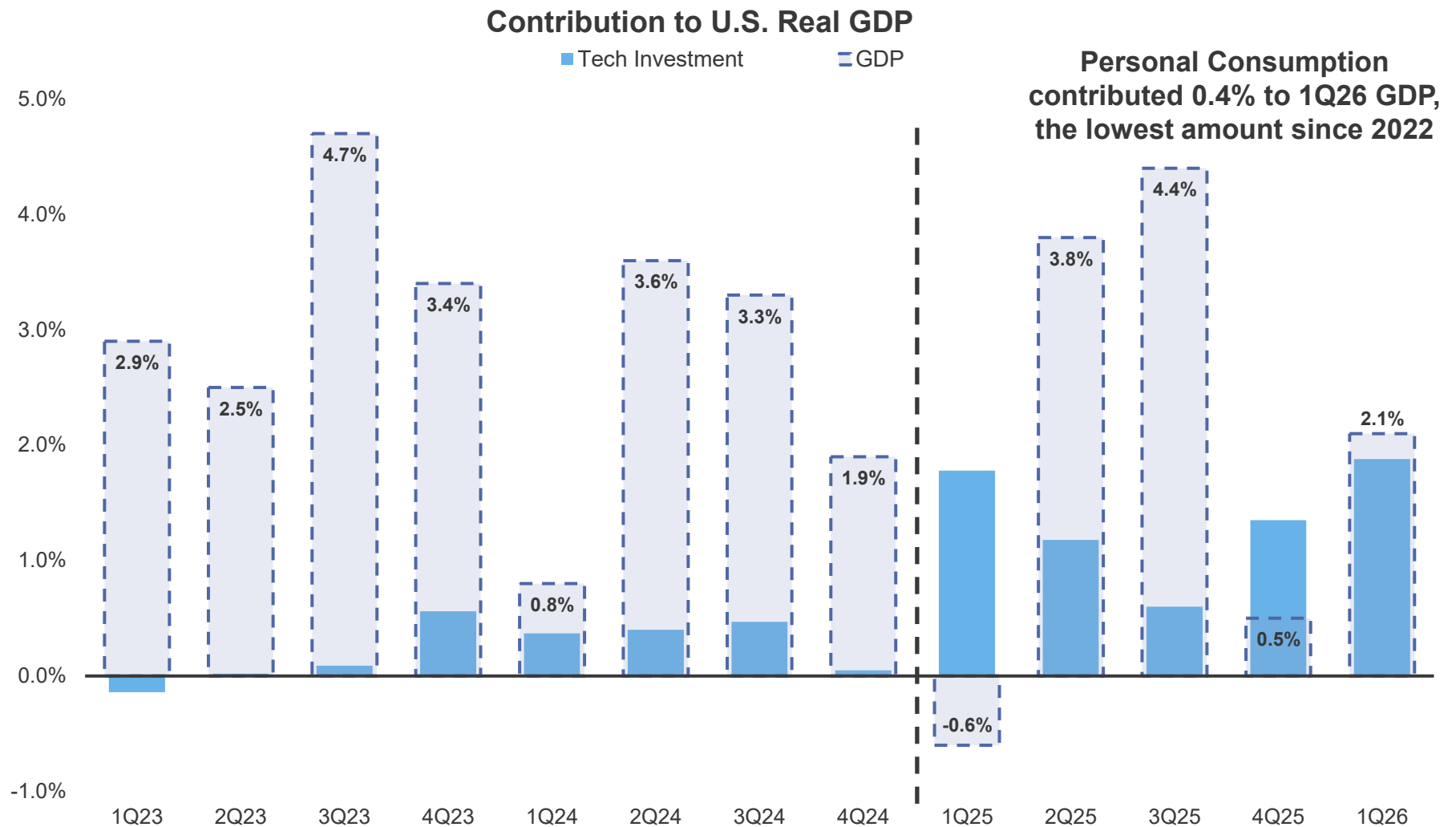
Real Spending & Income

Year-Over-Year Change



Source: Bloomberg Finance L.P. and Bureau of Economic Analysis as of May 2026. Bureau of Labor Statistics as of June 2026. Survey responses after June 26, 2026, included in mean and forecast range. Shading represents the central 80% of the forecasts.

Technology Investment Offsets Moderating Consumption



Source: Bloomberg Finance L.P. and Bureau of Economic Analysis as of March 2026. Tech investment contains contributions to GDP from computers and peripheral equipment, information processing equipment, and software.

Factors Shaping Our Economic Outlook

Negative

- ▶ Geopolitical uncertainty and supply chain disruptions
- ▶ Savings rate near record low
- ▶ Increasing retail credit card balances

Neutral

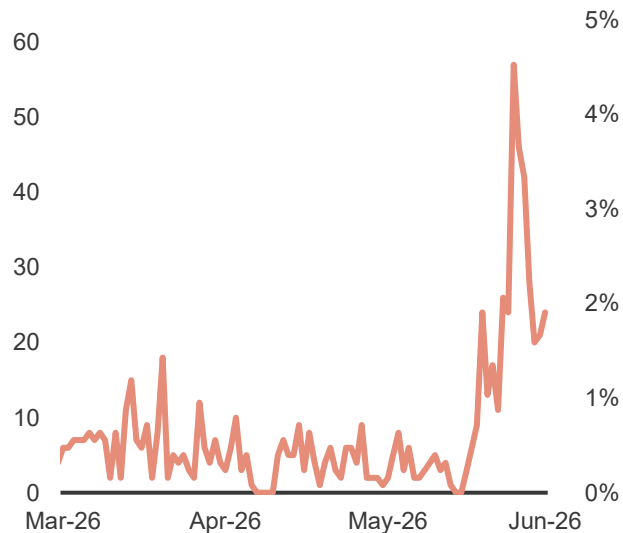
- ▶ Fed policy uncertainty
- ▶ Core inflation passthrough from energy shock modest thus far
- ▶ U.S. growth near trend but led by AI investment

Positive

- ▶ Low layoffs and stable unemployment rate
- ▶ Corporate fundamentals
- ▶ Supportive fiscal policy

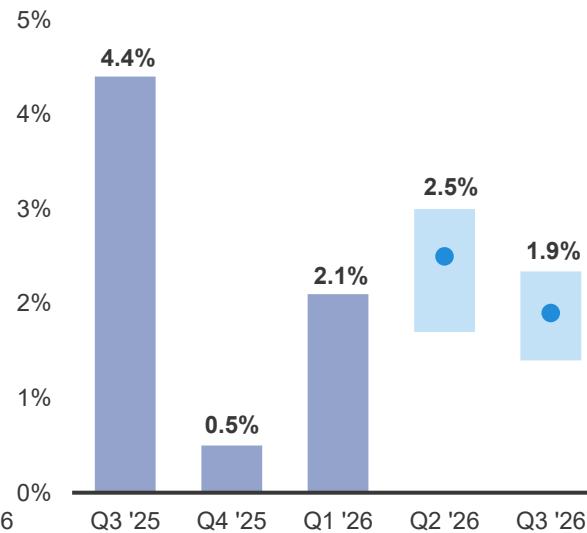
Hormuz Ship Traffic

Daily Volume

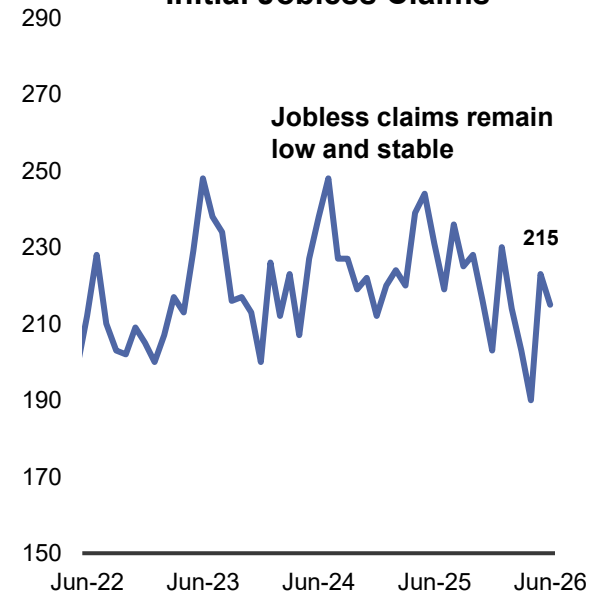


U.S. GDP Forecasts

Range Actual Median Forecast



Initial Jobless Claims



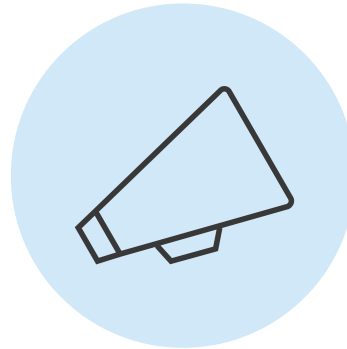
Sources: Bloomberg Finance L.P. as of June 30, 2026, Bureau of Economic Analysis as of March 31, 2026, and Department of Labor as of June 19, 2026. Survey responses after June 26, 2026, included in median and forecast range. Shading represents the central 80% of the forecasts.

New Fed Leadership and a Modified Approach



Hawkish Lean

- ▶ Fed voted unanimously to keep rates unchanged
- ▶ New Chair Kevin Warsh reaffirmed commitment to 2% inflation target, noting the Fed has “some work to do”
- ▶ Dot plot showed 9 of 18 participants projected at least one hike in 2026



Less Forward Guidance

- ▶ Statement pared back and more factual in nature
- ▶ No dot or projections submitted by Warsh
- ▶ Chair Warsh argued markets should focus on economic fundamentals and incoming data rather than anticipated policy responses



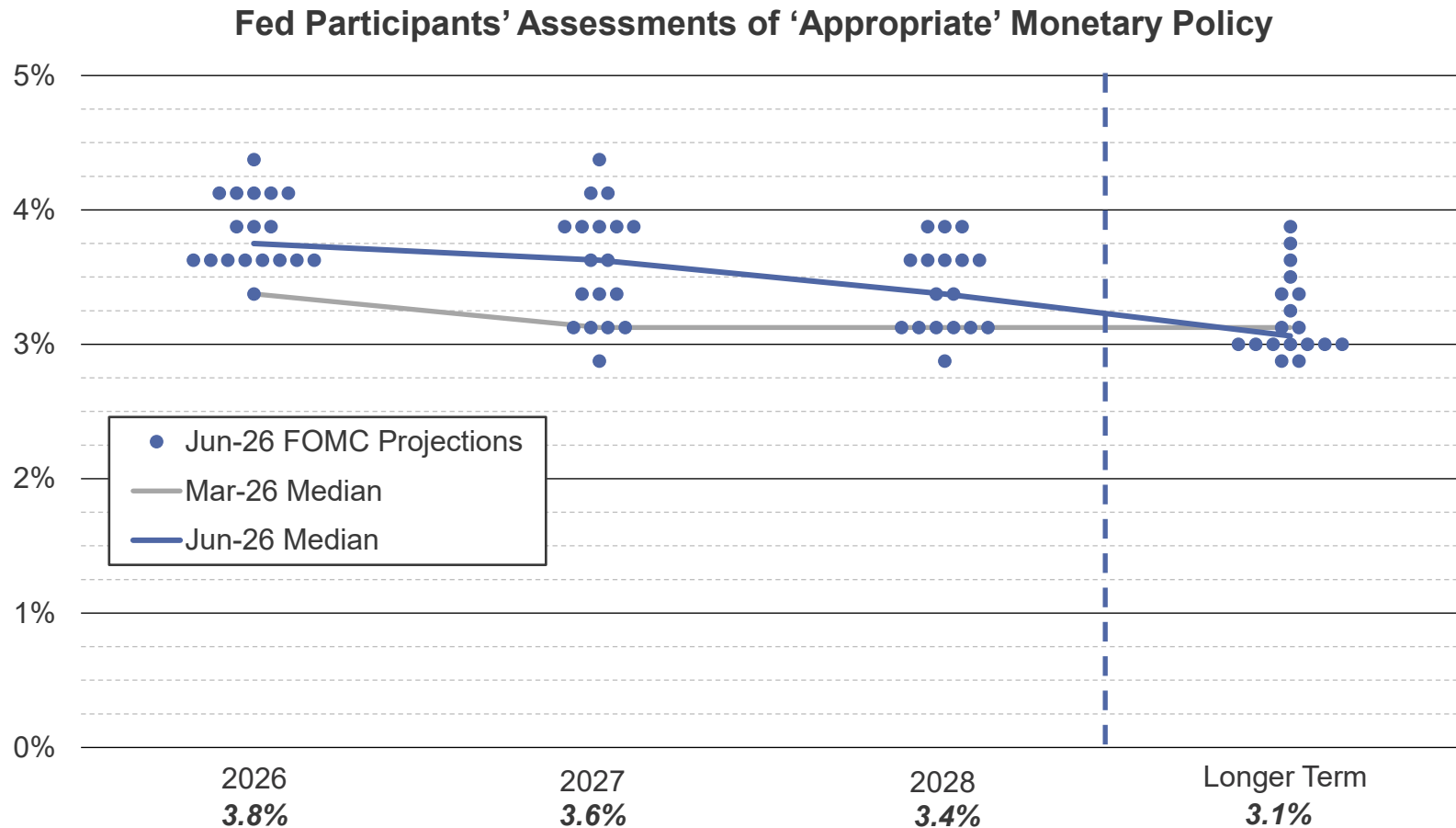
New Task Forces

- ▶ Five task forces established with initial findings expected by year-end
- ▶ Covers communications, balance sheet, data, productivity and jobs, and inflation framework
- ▶ 2% inflation target not in scope of task forces

Source: Federal Reserve and Kevin Warsh as of June 17, 2026.

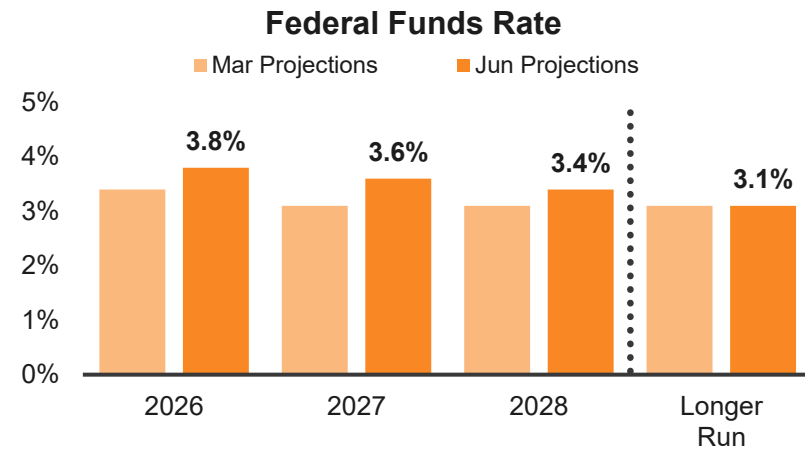
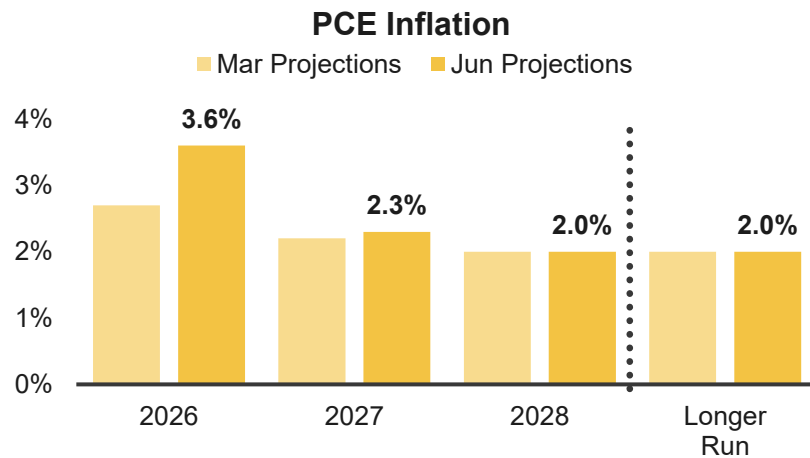
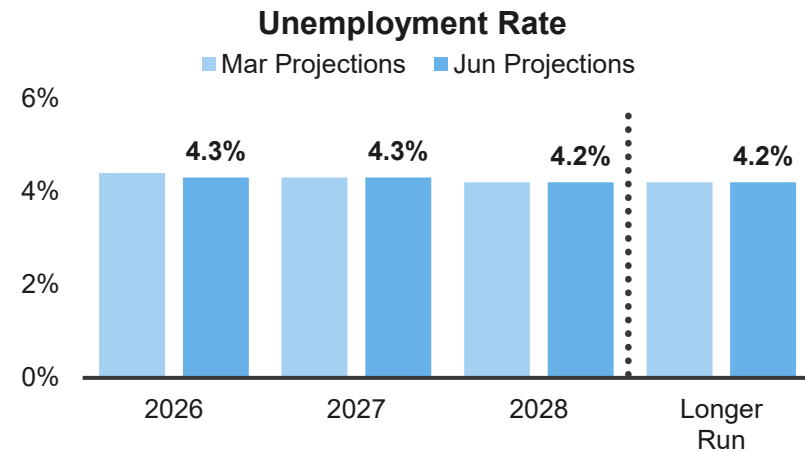
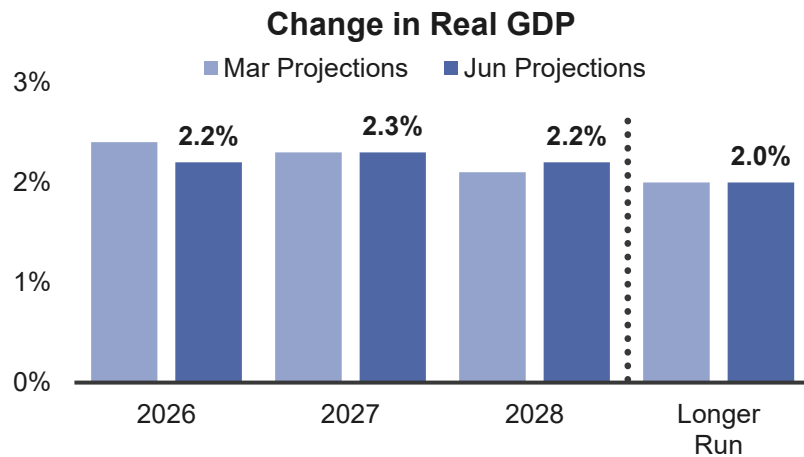
The Latest Fed “Dot Plot”

The Fed acknowledged inflation remained above the 2% target. However, it noted economic growth is expanding at a solid pace while the unemployment rate has remained little changed.



Source: Federal Reserve; Bloomberg Finance L.P. Individual dots represent each Fed member's judgement of the midpoint of the appropriate target range for the federal funds rate at each year-end. As of June 17, 2026.

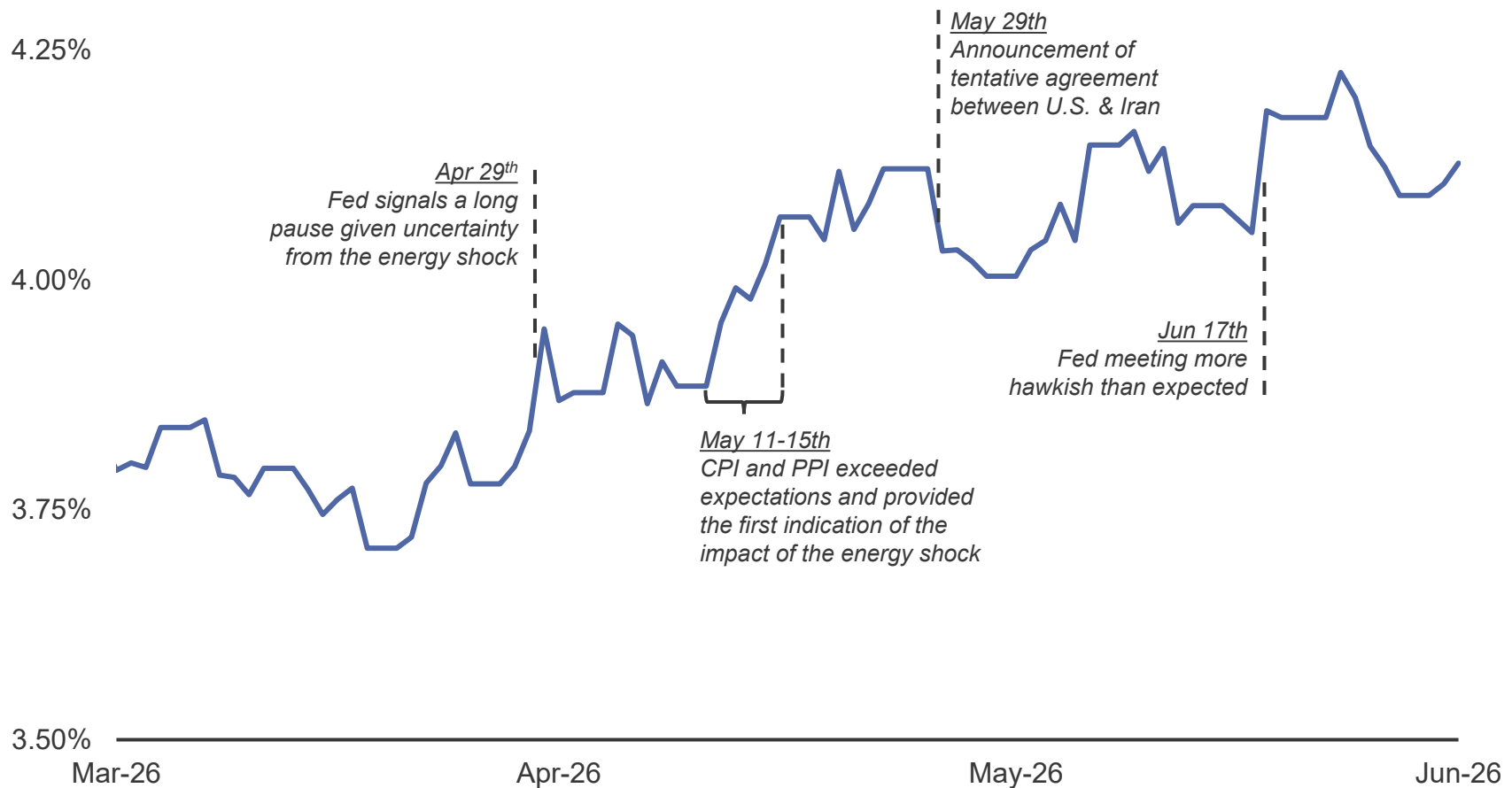
Fed's Updated Summary of Economic Projections



Source: Federal Reserve, latest economic projections as of June 2026.

2-Year Treasury Yield Moves Higher

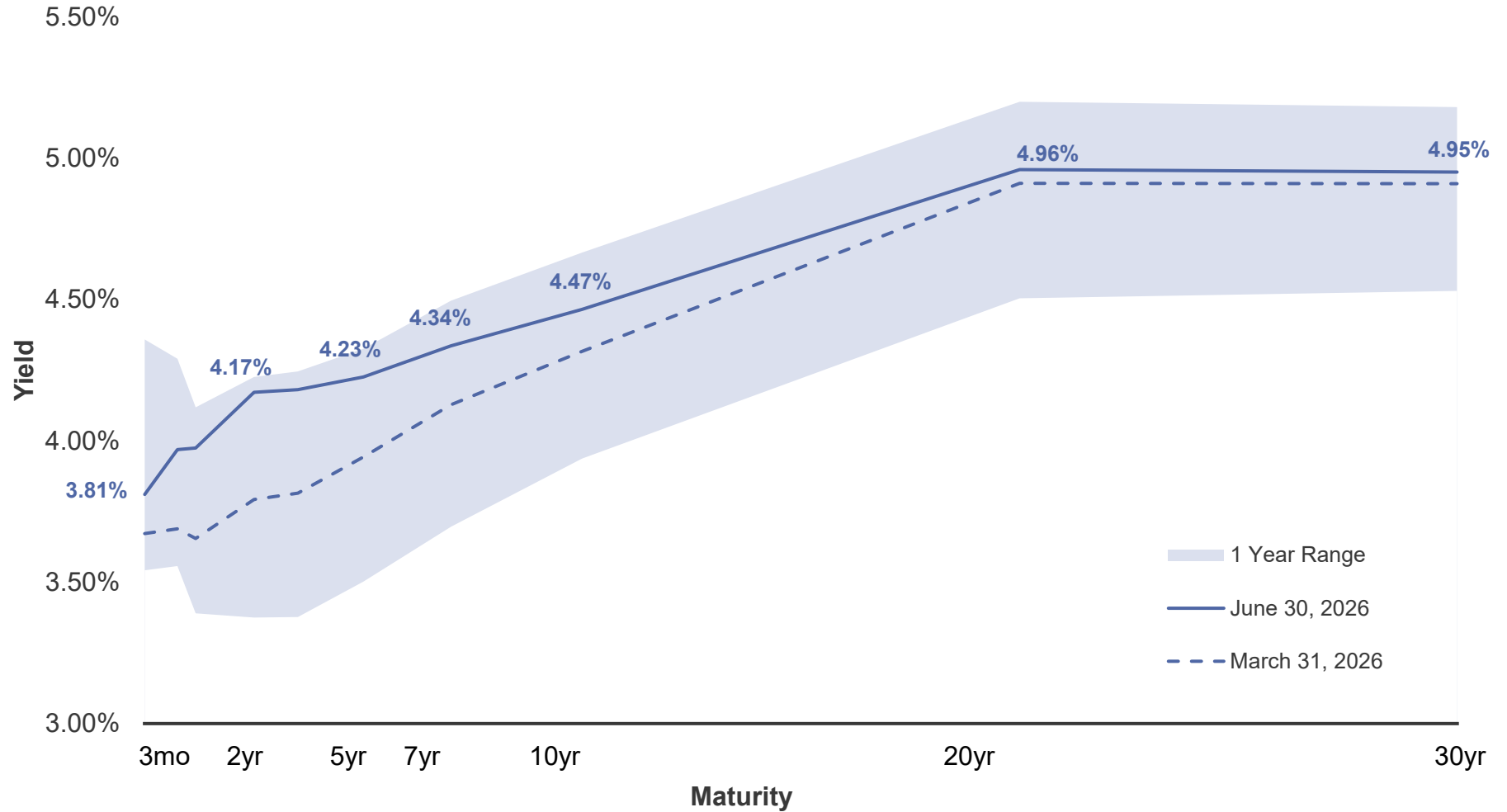
2-Year U.S. Treasury Yield March 31, 2026 – June 30, 2026



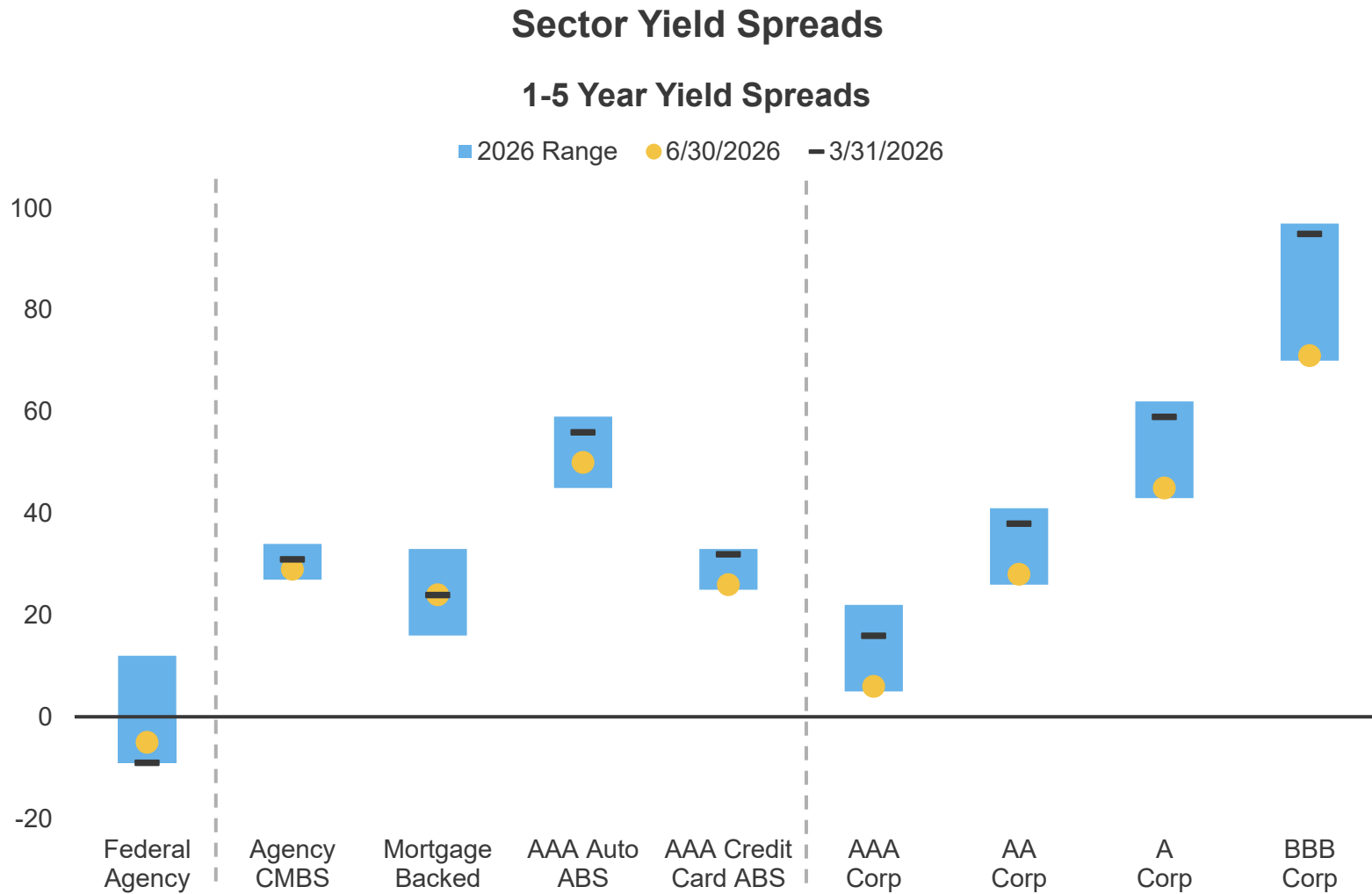
Source: Bloomberg Finance L.P., as of June 30, 2026.

Treasury Yields Rise Across the Curve

U.S. Treasury Yield Curve



Source: Bloomberg Finance L.P., as of June 30, 2026.

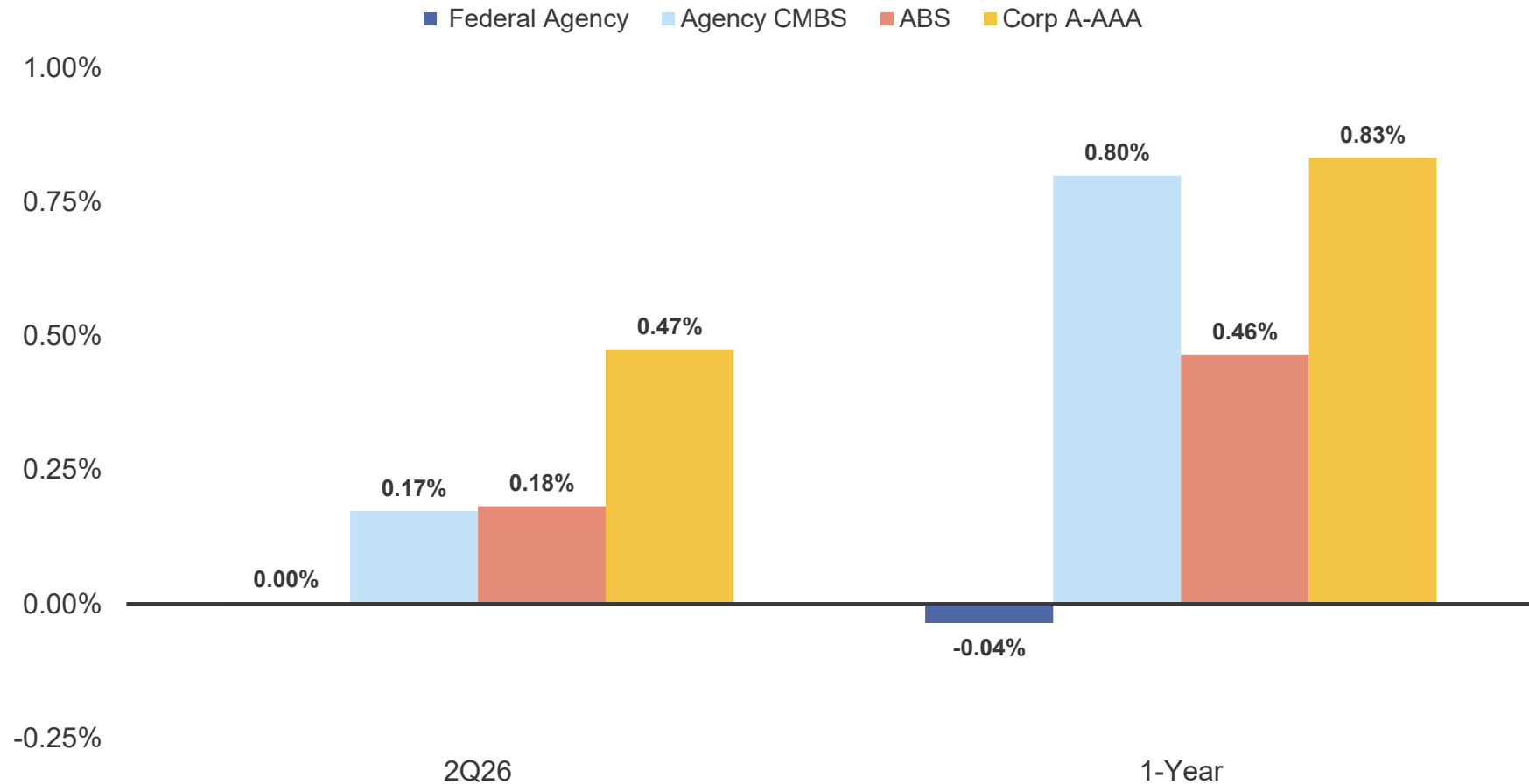


Source: ICE BofA 1-5 year Indices via Bloomberg Finance L.P. as of June 30, 2026. Spreads on ABS and MBS are option-adjusted spreads based on weighted average life; spreads on agencies are relative to comparable maturity Treasuries.

CMBS is Commercial Mortgage-Backed Securities and represented by the ICE BofA Agency CMBS Index.

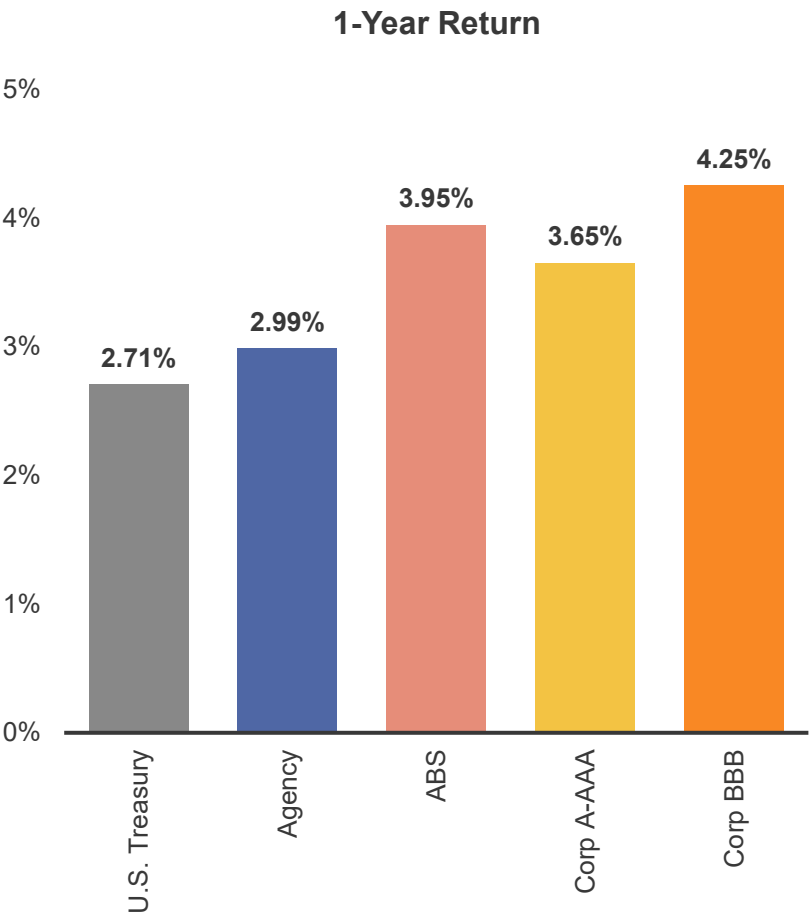
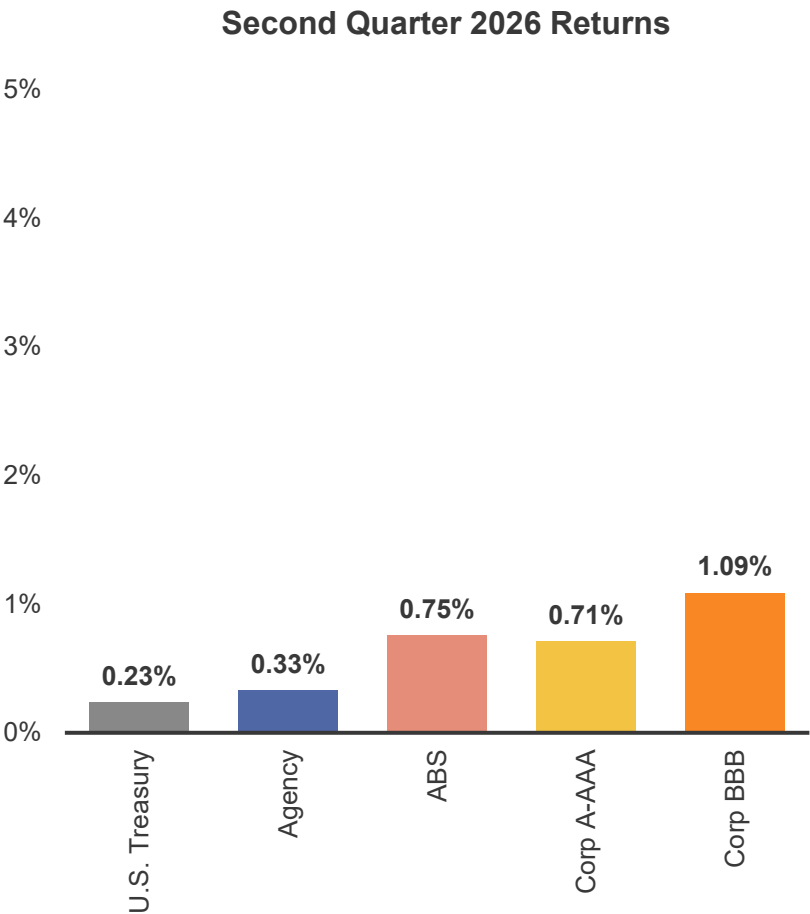
Fixed-Income Index Excess Returns

Excess Returns 1-5 Year Indices



Source: ICE BofA Indices. ABS indices are 0-5 year, based on weighted average life. Agency CMBS represented by ICE BofA Agency CMBS Index. As of June 30, 2026.

Fixed-Income Index Total Returns in 2Q 2026
1-5 Year Indices



Source: ICE BofA Indices. ABS indices are 0-5 year, based on weighted average life. As of June 30, 2026.

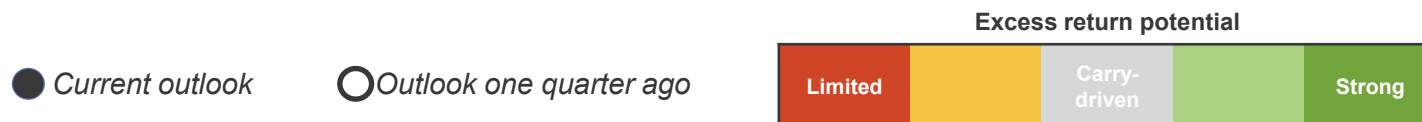
2-Year Treasury Yield Remains Attractive



Source: Bloomberg Finance L.P., as of June 30, 2026.

Fixed-Income Sector Outlook – 3Q 2026

Sector	Our Investment Preferences
COMMERCIAL PAPER / CD	
TREASURIES	
T-Bill	
T-Note	
FEDERAL AGENCIES	
Bullets	
Callables	
SUPRANATIONALS	
CORPORATES	
SECURITIZED	
Asset-Backed	
Agency Mortgage-Backed	
Agency CMBS	
MUNICIPALS	



Fixed-Income Sector Commentary – 2Q 2026

- ▶ The **Federal Reserve** held rates steady at Kevin Warsh's first meeting as Chair, removing forward guidance from the policy statement and reaffirming its commitment to price stability. The June "dot plot" turned more hawkish, showing no rate cuts in 2026 and nine policymakers penciling at least one hike this year.
- ▶ The **U.S. Treasury** yield curve continued to flatten over the quarter, with a notable sell-off in the front end. The 2-year yield surpassed 4% for the first time in over one year, which is a key technical threshold.
- ▶ **Federal Agency & supranational** issuance remained limited, keeping spreads narrow and excess returns muted. Market concerns around privatization have abated for the time being.
- ▶ **Investment-grade (IG) corporate** bonds benefited from strong investor demand and generally healthy corporate fundamentals. Credit spreads returned toward historically rich valuations, supporting excess returns during the quarter.
- ▶ **Asset-Backed Securities** continued to benefit from resilient collateral performance and strong investor demand. Spreads narrowed modestly but widened versus corporates, improving relative value. Auto loan collateral marginally outperformed credit card receivables, which posted negative excess returns for the quarter.
- ▶ Thirty-year **Agency-backed mortgage-backed securities (MBS)** generated solid excess returns in the quarter and outperformed 15-year tenors, which lagged Treasuries. Lower volatility supported excess returns. **Agency-backed commercial MBS (CMBS)** also generated positive excess returns for the quarter but continue to trail residential MBS.
- ▶ **Short-term credit** (commercial paper and negotiable bank CDs) yield spreads remained attractive through the quarter, with additional opportunities emerging across the money market credit curve into quarter-end. Floating-rate notes also saw notable spread widening, ending the quarter 10-15 bps wider.

The views expressed within this material constitute the perspective and judgment of PFM Asset Management at the time of distribution (6/30/2026) and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management cannot guarantee its accuracy, completeness, or suitability.

Fixed-Income Sector Outlook – 3Q 2026

- ▶ We find the front end of the **U.S. Treasury** curve attractive given current pricing for Fed rate hikes. For shorter-duration strategies, we prefer a modestly longer duration stance and for longer duration strategies we will maintain a curve steepening bias through a modest underweight to the long end.
- ▶ **Federal Agency & Supranational** spreads are likely to remain at tight levels. Government-only accounts may find occasional value on an issue-by-issue basis.
- ▶ **Taxable Municipals** continue to offer limited opportunity as ongoing supply constraints and strong demand keep yields compressed. We do not expect this dynamic to change in the near term.
- ▶ **Investment-Grade (IG) Corporate** bonds are supported by technicals and stable fundamentals. All-in yields remain attractive; however, the recent spread tightening has reduced value in the sector. While corporate fundamentals remain favorable, we believe limited room exists for further spread compression and expect income generation and carry to be the primary contributors to returns going forward.
- ▶ **Asset-Backed Securities** fundamentals remain within expectations and credit enhancements remain robust. Prime loan delinquencies are stable and well below historical averages, though the subprime sector has shown some pressure. We remain constructive on the sector given its diversification benefits and favorable fundamentals. We believe security selection will become increasingly important as spreads remain below longer-term averages.
- ▶ Despite recent **Mortgage-Backed Securities** performance, we continue to view valuations as rich relative to historical levels, which may limit future excess return opportunities.
- ▶ **Short-term credit** (commercial paper and negotiable bank CDs) spreads are expected to be primarily driven by the FOMC's monetary policy decisions. Given the hawkish repricing we anticipate more opportunities over the quarter.

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Factors to Consider for 6-12 Months

Monetary Policy (Global):



- The Federal Reserve held rates steady at Chair Warsh's first meeting and removed forward guidance while shifting its focus to price stability.
- The June "dot plot" shifted more hawkish, showing no projected rate cuts in 2026 while nine policymakers projected at least one hike this year.
- Warsh launched five task forces to review Fed operations and key policy frameworks.
- Global central banks diverged, with ECB and BoJ hiking on persistent inflation while others remain on hold.

Economic Growth (Global):



- Global growth prospects improved following easing Middle East tensions, easing a key overhang on global supply chains and energy prices.
- AI-related capex and easing tariff pressures are expected to continue offsetting softening in consumer demand.
- Risks remain skewed to the downside given geopolitical uncertainty and signs of softer consumer demand.

Inflation (U.S.):



- Headline inflation remains above target but may be at or near its peak as falling oil prices provide a disinflationary impulse.
- Core services inflation remains sticky while core goods inflation remains muted as easing tariff pressures offset AI-fueled inflation.
- Producer prices suggest lingering supply-chain pressures, increasing the risk of cost passthroughs.
- While long-run inflation expectations remain anchored, the Fed remains focused on the passthrough of higher energy into core inflation.

Financial Conditions (U.S.):



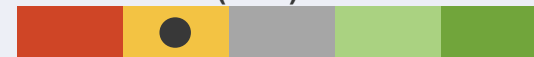
- Equity and fixed-income markets largely looked through the Middle East conflict, remaining focused on fundamentals and earnings strength.
- Strong corporate fundamentals persist and credit spreads are back near historical tightness reflecting investor demand for yield.
- AI-related capex continues to drive significant capital flows, supporting equity valuations and elevated investment-grade issuance.
- Elevated valuations, large capital raises, geopolitical uncertainty, and energy price volatility remain key risks.

Consumer Spending (U.S.):



- Consumers remained resilient throughout the quarter despite higher energy costs but are beginning to show signs of softening.
- Real wages have turned modestly negative as inflation outpaces nominal wage gains, eroding purchasing power.
- The savings rate has fallen to multi-year lows, leaving consumers with less cushion.
- Consumer spending remains supported by higher-income households while affordability pressures persist for lower-income consumers.

Labor Markets (U.S.):



- The labor market has continued to show resilience, with recent payroll gains exceeding expectations and the unemployment rate holding steady.
- Hiring breadth remains narrow, concentrated in healthcare and social assistance.
- The "low-hire, low-fire" dynamic persists, with labor demand stable but hiring activity subdued.
- Slowing population growth and a softer labor force participation rate point to a structurally tighter supply of labor going forward.

● Current outlook ○ Outlook one quarter ago

Stance Unfavorable
to Risk Assets

Negative

Slightly
Negative

Neutral

Slightly
Positive

Positive

Stance Favorable
to Risk Assets

Statements and opinions expressed about the next 6-12 months were developed based on our independent research with information obtained from Bloomberg Finance L.P. and FactSet. The views expressed within this material constitute the perspective and judgment of PFM Asset Management at the time of distribution (6/30/2026) and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management cannot guarantee its accuracy, completeness, or suitability.

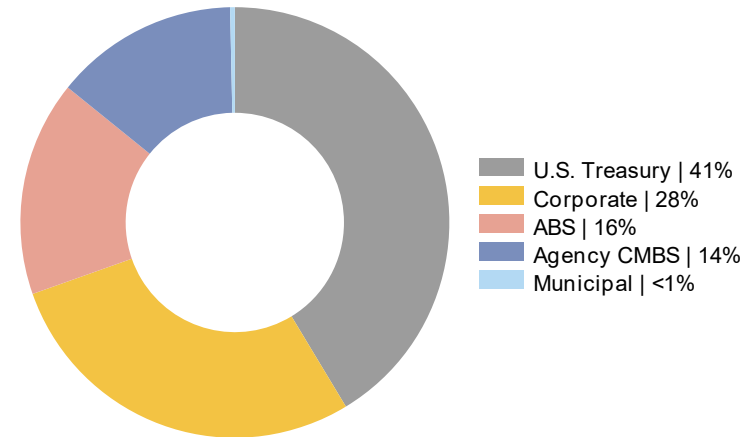
Account Summary

Consolidated Summary

Account Summary

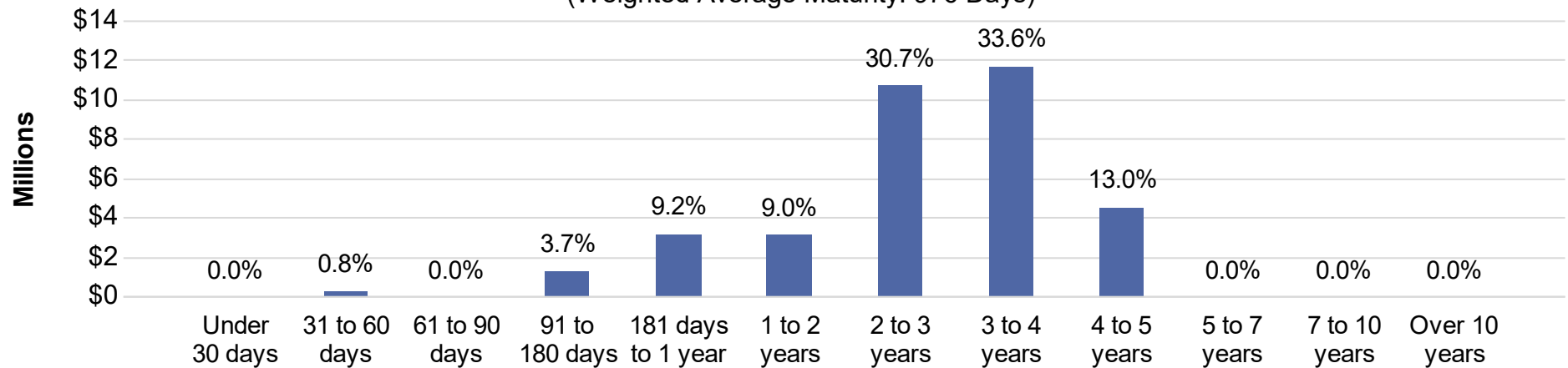
PFMAM Managed Account	\$34,990,438
Total Program	\$34,990,438

Sector Allocation



Maturity Distribution

(Weighted Average Maturity: 976 Days)



1. Account summary and sector allocation include market values, accrued interest, and overnight balances. Maturity distribution includes market values and excludes accrued interest and overnight balances

Account Summary

CITY OF BENICIA RESERVES			
Portfolio Values	June 30, 2026	Analytics ¹	June 30, 2026
PFMAM Managed Account	\$34,659,713	Yield at Market	4.35%
Amortized Cost	\$34,742,986	Yield on Cost	4.24%
Market Value	\$34,659,713	Portfolio Duration	2.08
Accrued Interest	\$237,368		
Cash	\$93,357		

1. Yield at market, yield on cost, and portfolio duration only include investments held within the separately managed account(s), excludes balances invested in overnight funds.

Portfolio Review: CITY OF BENICIA RESERVES

Certificate of Compliance

During the reporting period for the quarter ended June 30, 2026, the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

Acknowledged : *PFM Asset Management, a division of U.S. Bancorp Asset Management, Inc.*

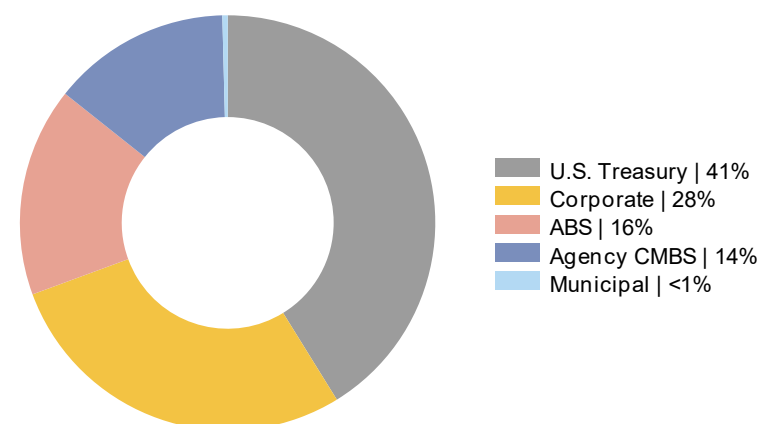
Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Financial LP Asset and Investment Management ("AIM").

Portfolio Snapshot - CITY OF BENICIA RESERVES¹

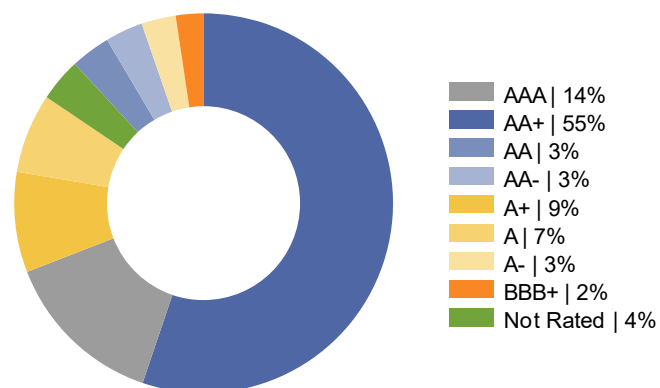
Portfolio Statistics

Total Market Value	\$34,990,438.37
Securities Sub-Total	\$34,659,713.27
Accrued Interest	\$237,367.92
Cash	\$93,357.18
Portfolio Effective Duration	2.08 years
Benchmark Effective Duration	2.01 years
Yield At Cost	4.24%
Yield At Market	4.35%
Portfolio Credit Quality	AA

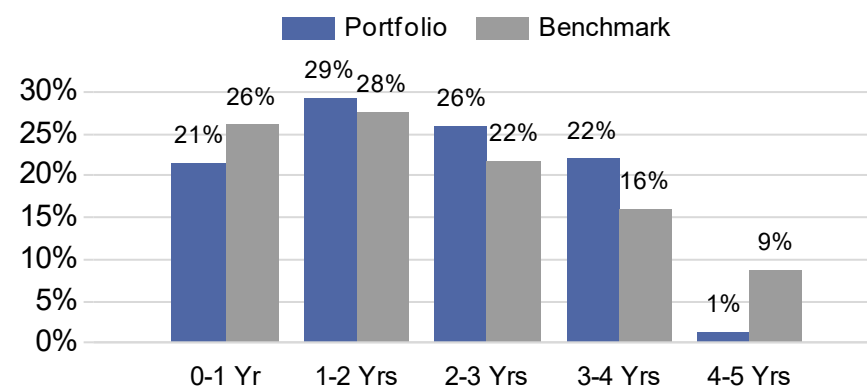
Sector Allocation



Credit Quality - S&P



Duration Distribution



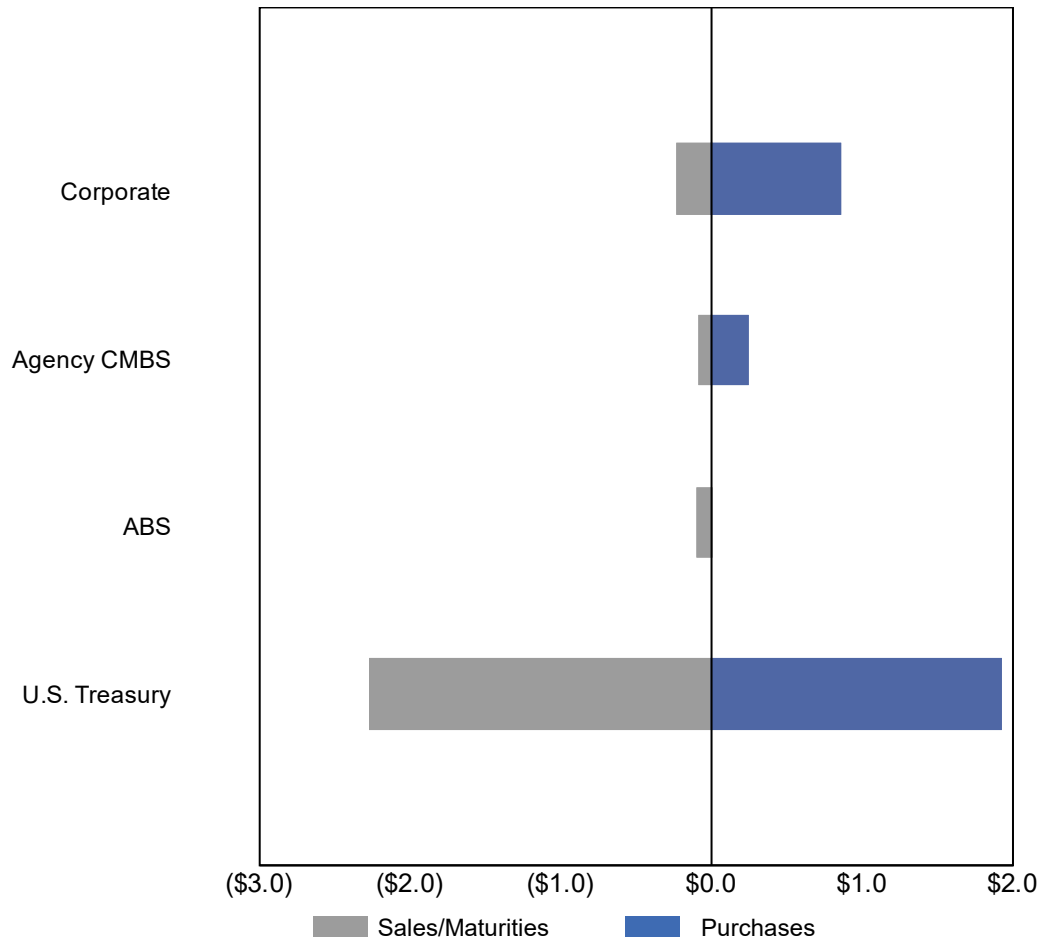
1. Total market value includes accrued interest and balances invested in PFM AM, as of June 30, 2026.

Yield and duration calculations exclude balances invested in PFM AM.

The portfolio's benchmark is currently the ICE BofA 0-5 Year U.S. Treasury Index. Prior to 6/30/06 it was the ICE BofA 1-3 Year U.S. Treasury Index. Source: Bloomberg Financial LP. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Portfolio Activity - CITY OF BENICIA RESERVES

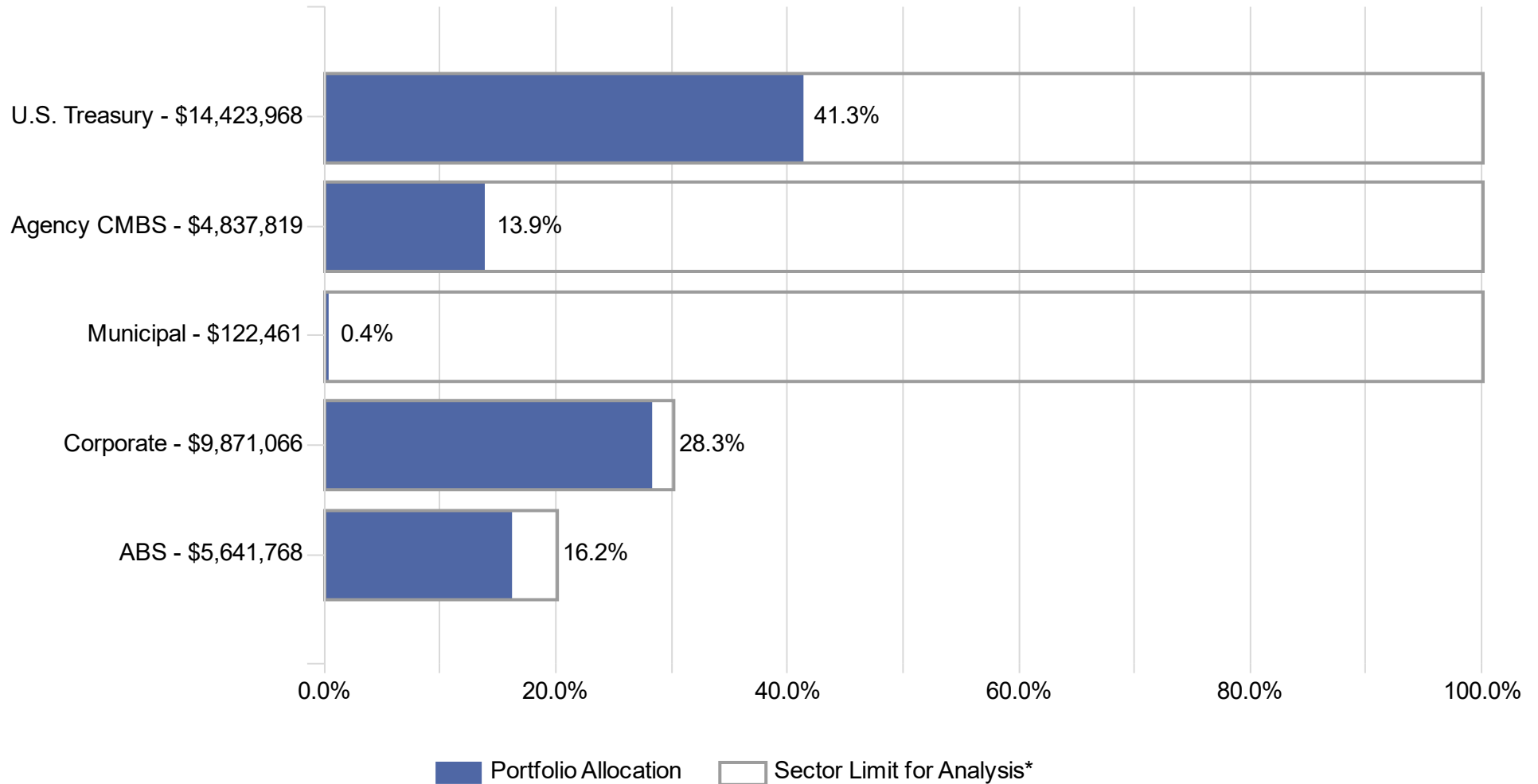
Net Activity by Sector
(\$ millions)



Sector	Net Activity
Corporate	\$634,738
Agency CMBS	\$165,703
ABS	(\$88,093)
U.S. Treasury	(\$335,272)
Total Net Activity	\$377,077

Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

Sector Allocation Analytics

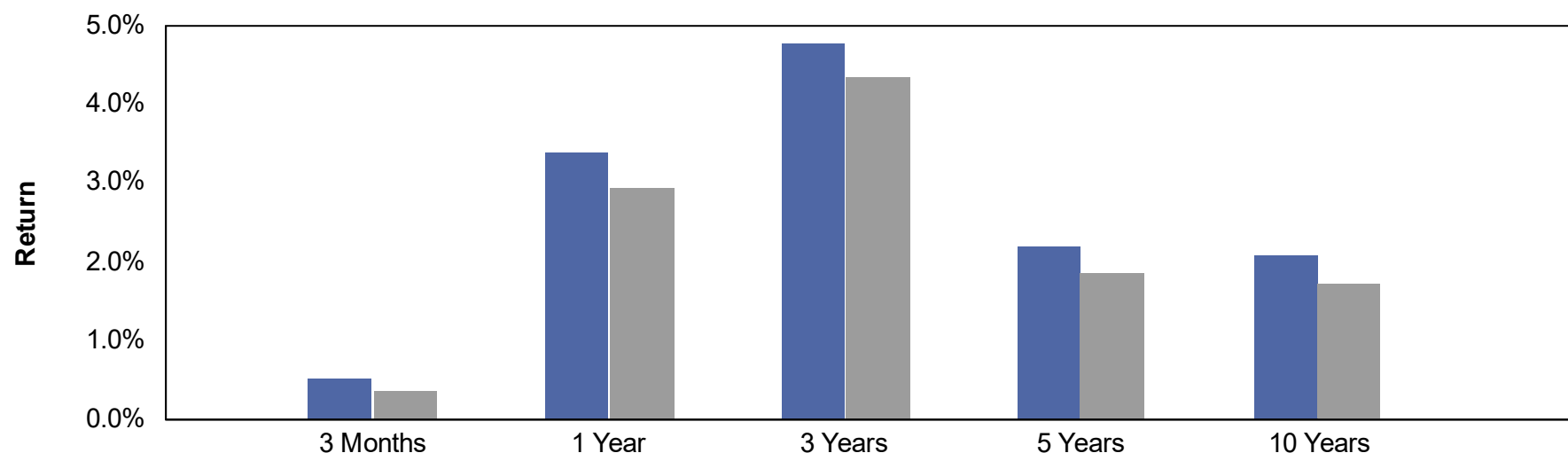


For informational/analytical purposes only and is not provided for compliance assurance. Includes accrued interest.

*Sector Limit for Analysis is as derived from our interpretation of your most recent Investment Policy as provided.

Portfolio Performance

Portfolio Benchmark



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	10 Years
Interest Earned ²	\$329,460	\$1,220,199	\$2,902,143	\$3,729,992	\$6,273,858
Change in Market Value	(\$151,185)	(\$72,367)	\$1,676,288	(\$143,843)	\$230,413
Total Dollar Return	\$178,275	\$1,147,832	\$4,578,431	\$3,586,149	\$6,504,271
Total Return³					
Portfolio	0.51%	3.39%	4.79%	2.19%	2.08%
Benchmark ⁴	0.37%	2.97%	4.40%	1.94%	1.81%
Difference	0.14%	0.42%	0.39%	0.25%	0.27%

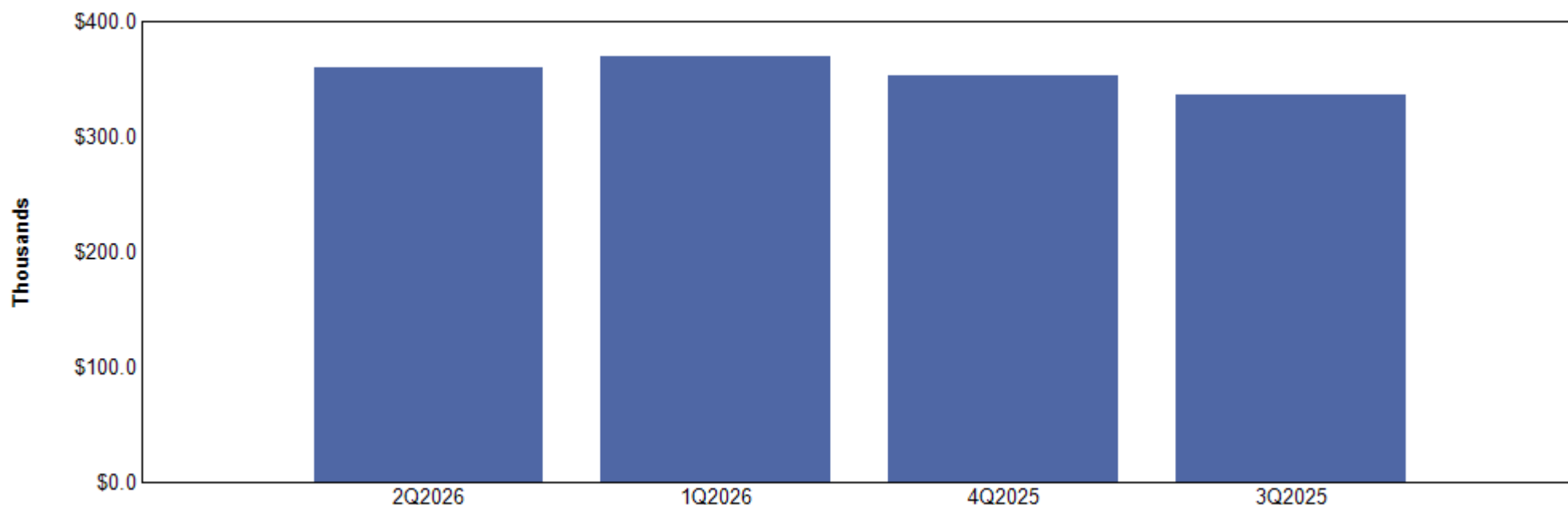
1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is December 31, 2005.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is currently the ICE BofA 0-5 Year U.S Treasury Index. Prior to 6/30/06 it was the ICE BofA 1-3 Year U.S Treasury Index. Source: Bloomberg Financial LP.

Accrual Basis Earnings - CITY OF BENICIA RESERVES

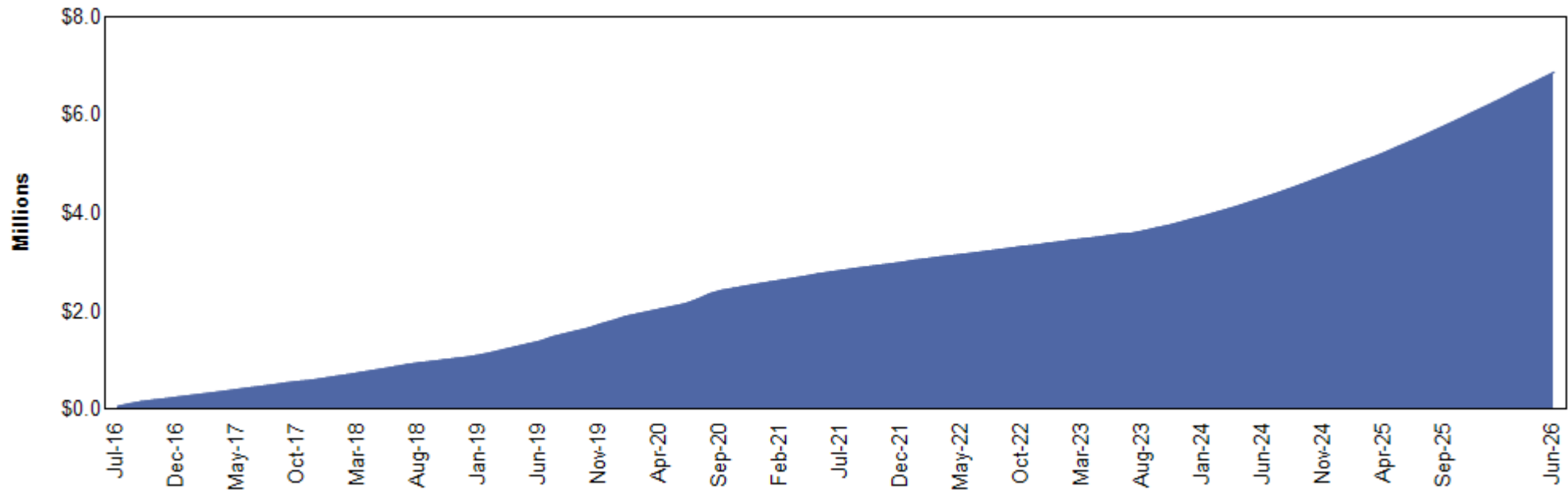


Accrual Basis Earnings	2Q2026	1Q2026	4Q2025	3Q2025
Interest Earned ¹	\$329,460	\$307,594	\$296,804	\$286,341
Realized Gains / (Losses) ²	(\$2,308)	\$17,408	\$6,062	\$62
Change in Amortized Cost	\$33,118	\$45,160	\$49,365	\$50,274
Total Earnings	\$360,270	\$370,163	\$352,231	\$336,676

1. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

2. Realized gains / (losses) are shown on an amortized cost basis.

Accrual Basis Earnings - CITY OF BENICIA RESERVES



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	10 Year ¹
Interest Earned ²	\$329,460	\$1,220,199	\$2,902,143	\$3,729,992	\$6,273,858
Realized Gains / (Losses) ³	(\$2,308)	\$21,225	(\$94,021)	(\$182,335)	(\$3,246)
Change in Amortized Cost	\$33,118	\$177,916	\$493,275	\$529,352	\$606,401
Total Earnings	\$360,270	\$1,419,340	\$3,301,397	\$4,077,010	\$6,877,012

1. The lesser of 10 years or since inception is shown. Performance inception date is December 31, 2005.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Realized gains / (losses) are shown on an amortized cost basis.

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	41.3%	
United States Treasury	41.3%	AA / Aa / AA
Agency CMBS	13.9%	
Federal Home Loan Mortgage Corp	12.4%	AA / Aa / AA
Federal National Mortgage Association	1.5%	AA / Aa / AA
Municipal	0.4%	
State of California	0.4%	AA / Aa / AA
Corporate	28.3%	
Adobe Inc	0.7%	A / A / NR
Air Products and Chemicals Inc	0.6%	A / A / NR
Amazon.com Inc	1.0%	AA / A / AA
American Express Co	0.7%	A / A / A
Analog Devices Inc	0.7%	A / A / A
Bank of America Corp	1.4%	A / A / AA
Bank of New York Mellon Corp	1.3%	A / Aa / AA
Berkshire Hathaway Inc	1.3%	AA / Aa / A
BlackRock Inc	1.3%	AA / Aa / NR
Caterpillar Inc	0.6%	A / A / A
Cisco Systems Inc	0.7%	AA / A / NR
Citigroup Inc	1.3%	A / Aa / AA
Deere & Co	0.7%	A / A / A
Goldman Sachs Group Inc	1.0%	BBB / A / A
Home Depot Inc	0.7%	A / A / A
Honda Motor Co Ltd	0.6%	BBB / A / A
JPMorgan Chase & Co	0.8%	A / A / AA
Lockheed Martin Corp	0.1%	A / A / A
Merck & Co Inc	0.3%	A / Aa / NR

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	28.3%	
Microsoft Corp	1.3%	AAA / Aaa / NR
Morgan Stanley	1.0%	A / Aa / AA
National Rural Utilities Cooperative Fi	0.7%	A / A / A
Northern Trust Corp	0.9%	A / A / A
Novartis AG	0.8%	AA / Aa / NR
NVIDIA Corp	0.7%	AA / Aa / NR
PACCAR Inc	0.7%	A / A / NR
Pfizer Inc	1.0%	A / A / NR
Salesforce Inc	1.0%	A / A / NR
Shell PLC	0.9%	A / Aa / AA
State Street Corp	0.4%	A / Aa / AA
Target Corp	0.1%	A / A / NR
Texas Instruments Inc	0.1%	A / Aa / NR
TotalEnergies SE	1.0%	A / Aa / NR
Toyota Motor Corp	0.7%	A / A / A
Walmart Inc	0.4%	AA / Aa / AA
Wells Fargo & Co	0.7%	BBB / A / A
ABS	16.2%	
Ally Auto Receivables Trust	0.2%	AAA / NR / AAA
American Express Co	2.4%	AAA / NR / AAA
BA Credit Card Trust	0.8%	AAA / Aaa / AAA
BMW Vehicle Lease Trust	0.5%	AAA / Aaa / NR
Capital One Financial Corp	0.9%	AAA / NR / AAA
Citigroup Inc	1.0%	AAA / Aaa / NR
Ford Credit Auto Owner Trust	1.1%	AAA / Aaa / AAA
GM Financial Consumer Automobile Receiv	0.4%	AAA / Aaa / NR

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
ABS	16.2%	
Harley-Davidson Inc	0.0%	NR / Aaa / AAA
Honda Auto Receivables Owner Trust	1.4%	AAA / Aaa / AAA
Hyundai Auto Receivables Trust	1.4%	AAA / NR / AAA
JPMorgan Chase & Co	0.7%	AAA / NR / AAA
Nissan Auto Receivables Owner Trust	0.9%	NR / Aaa / AAA
Toyota Auto Receivables Owner Trust	1.0%	AAA / Aaa / AAA
Verizon Master Trust	0.8%	NR / Aaa / AAA
Volkswagen Auto Loan Enhanced Trust	1.2%	AAA / Aaa / AAA
WF Card Issuance Trust	1.4%	AAA / Aaa / AAA
Total	100.0%	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Issuer Distribution As of June 30, 2026

Issuer	Market Value (\$)	% of Portfolio
UNITED STATES TREASURY	14,316,819	41.32 %
FEDERAL HOME LOAN MORTGAGE CORP	4,300,816	12.42 %
AMERICAN EXPRESS CO	1,099,840	3.17 %
CITIGROUP INC	812,384	2.34 %
JPMORGAN CHASE & CO	528,276	1.52 %
FEDERAL NATIONAL MORTGAGE ASSOCIATION	519,595	1.50 %
BANK OF AMERICA CORP	499,759	1.44 %
HONDA AUTO RECEIVABLES OWNER TRUST	491,476	1.42 %
HYUNDAI AUTO RECEIVABLES TRUST	484,047	1.40 %
WF CARD ISSUANCE TRUST	475,195	1.37 %
BLACKROCK INC	454,466	1.31 %
MICROSOFT CORP	447,632	1.29 %
BANK OF NEW YORK MELLON CORP	444,591	1.28 %
BERKSHIRE HATHAWAY INC	444,063	1.28 %
VOLKSWAGEN AUTO LOAN ENHANCED TRUST	434,666	1.25 %
FORD CREDIT AUTO OWNER TRUST	399,094	1.15 %
TOYOTA AUTO RECEIVABLES OWNER TRUST	352,485	1.02 %
SALESFORCE INC	349,819	1.01 %
GOLDMAN SACHS GROUP INC	348,025	1.00 %
PFIZER INC	345,496	1.00 %
TOTALENERGIES SE	344,103	0.99 %
AMAZON.COM INC	343,980	0.99 %
MORGAN STANLEY	326,384	0.94 %
NORTHERN TRUST CORP	320,303	0.92 %

Issuer	Market Value (\$)	% of Portfolio
SHELL PLC	319,127	0.92 %
NISSAN AUTO RECEIVABLES OWNER TRUST	309,402	0.89 %
CAPITAL ONE FINANCIAL CORP	308,831	0.89 %
NOVARTIS AG	284,912	0.82 %
VERIZON MASTER TRUST	265,449	0.77 %
BA CREDIT CARD TRUST	265,276	0.77 %
PACCAR INC	251,586	0.73 %
WELLS FARGO & CO	251,220	0.72 %
ANALOG DEVICES INC	249,391	0.72 %
CISCO SYSTEMS INC	247,602	0.71 %
NVIDIA CORP	239,150	0.69 %
NATIONAL RURAL UTILITIES COOPERATIVE FI	228,484	0.66 %
DEERE & CO	227,789	0.66 %
HOME DEPOT INC	227,227	0.66 %
ADOBE INC	227,199	0.66 %
TOYOTA MOTOR CORP	226,074	0.65 %
HONDA MOTOR CO LTD	222,634	0.64 %
CATERPILLAR INC	222,212	0.64 %
AIR PRODUCTS AND CHEMICALS INC	205,711	0.59 %
BMW VEHICLE LEASE TRUST	175,433	0.51 %
WALMART INC	154,271	0.45 %
GM FINANCIAL CONSUMER AUTOMOBILE RECEIV	138,426	0.40 %
STATE STREET CORP	121,201	0.35 %
STATE OF CALIFORNIA	120,522	0.35 %
MERCK & CO INC	89,738	0.26 %
ALLY AUTO RECEIVABLES TRUST	67,394	0.19 %
TEXAS INSTRUMENTS INC	50,217	0.14 %

Issuer	Market Value (\$)	% of Portfolio
TARGET CORP	39,533	0.11 %
LOCKHEED MARTIN CORP	35,040	0.10 %
HARLEY-DAVIDSON INC	5,350	0.02 %
Grand Total	34,659,713	100.00 %

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 11/15/2016 2.000% 11/15/2026	912828U24	500,000.00	AA+	Aa1	1/4/2023	1/6/2023	465,175.78	3.96	1,277.17	496,613.97	496,390.50
US TREASURY N/B DTD 11/15/2016 2.000% 11/15/2026	912828U24	600,000.00	AA+	Aa1	12/5/2022	12/7/2022	558,304.69	3.92	1,532.61	596,030.40	595,668.60
US TREASURY N/B DTD 05/02/2022 2.750% 04/30/2027	91282CEN7	875,000.00	AA+	Aa1	1/31/2023	2/3/2023	842,495.12	3.70	4,054.01	868,633.50	865,648.87
US TREASURY N/B DTD 08/01/2022 2.750% 07/31/2027	91282CFB2	350,000.00	AA+	Aa1	7/3/2023	7/7/2023	329,957.03	4.30	4,014.85	344,668.70	344,873.20
US TREASURY N/B DTD 08/01/2022 2.750% 07/31/2027	91282CFB2	600,000.00	AA+	Aa1	5/1/2023	5/5/2023	579,726.57	3.62	6,882.60	594,826.87	591,211.20
US TREASURY N/B DTD 08/01/2022 2.750% 07/31/2027	91282CFB2	200,000.00	AA+	Aa1	9/11/2023	9/15/2023	187,343.75	4.55	2,294.20	196,466.98	197,070.40
US TREASURY N/B DTD 08/01/2022 2.750% 07/31/2027	91282CFB2	450,000.00	AA+	Aa1	6/2/2023	6/6/2023	429,152.34	3.97	5,161.95	444,568.06	443,408.40
US TREASURY N/B DTD 11/30/2022 3.875% 11/30/2027	91282CFZ9	275,000.00	AA+	Aa1	1/2/2024	1/5/2024	273,947.27	3.98	902.58	274,618.06	273,915.13
US TREASURY N/B DTD 02/28/2023 4.000% 02/29/2028	91282CGP0	250,000.00	AA+	Aa1	5/1/2024	5/6/2024	243,203.13	4.79	3,342.39	246,884.76	249,336.00
US TREASURY N/B DTD 06/30/2021 1.250% 06/30/2028	91282CCH2	300,000.00	AA+	Aa1	8/1/2024	8/5/2024	270,914.06	3.96	10.19	284,555.47	283,406.40
US TREASURY N/B DTD 06/30/2021 1.250% 06/30/2028	91282CCH2	300,000.00	AA+	Aa1	6/6/2024	6/11/2024	265,371.09	4.39	10.19	282,168.70	283,406.40
US TREASURY N/B DTD 06/30/2021 1.250% 06/30/2028	91282CCH2	300,000.00	AA+	Aa1	7/1/2024	7/3/2024	264,855.47	4.49	10.19	281,637.91	283,406.40
US TREASURY N/B DTD 06/30/2021 1.250% 06/30/2028	91282CCH2	400,000.00	AA+	Aa1	9/4/2024	9/6/2024	366,859.38	3.59	13.59	382,085.55	377,875.20
US TREASURY N/B DTD 01/02/2024 3.750% 12/31/2028	91282CJR3	800,000.00	AA+	Aa1	12/3/2024	12/6/2024	789,468.75	4.10	81.52	793,329.66	792,062.40
US TREASURY N/B DTD 01/02/2024 3.750% 12/31/2028	91282CJR3	450,000.00	AA+	Aa1	1/2/2025	1/7/2025	440,068.36	4.36	45.86	443,572.18	445,535.10

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 01/02/2024 3.750% 12/31/2028	91282CJR3	275,000.00	AA+	Aa1	10/31/2024	11/5/2024	270,896.48	4.14	28.02	272,448.69	272,271.45
US TREASURY N/B DTD 06/30/2022 3.250% 06/30/2029	91282CEV9	800,000.00	AA+	Aa1	3/3/2025	3/6/2025	774,375.00	4.06	70.65	781,750.79	779,468.80
US TREASURY N/B DTD 06/30/2022 3.250% 06/30/2029	91282CEV9	875,000.00	AA+	Aa1	9/2/2025	9/5/2025	861,909.18	3.67	77.28	864,570.76	852,544.00
US TREASURY N/B DTD 06/30/2022 3.250% 06/30/2029	91282CEV9	200,000.00	AA+	Aa1	4/1/2025	4/4/2025	195,203.13	3.87	17.66	196,529.15	194,867.20
US TREASURY N/B DTD 06/30/2022 3.250% 06/30/2029	91282CEV9	100,000.00	AA+	Aa1	7/1/2025	7/3/2025	98,175.78	3.75	8.83	98,605.52	97,433.60
US TREASURY N/B DTD 06/30/2022 3.250% 06/30/2029	91282CEV9	675,000.00	AA+	Aa1	8/1/2025	8/5/2025	658,388.67	3.94	59.61	662,017.25	657,676.80
US TREASURY N/B DTD 01/31/2025 4.250% 01/31/2030	91282CMG3	300,000.00	AA+	Aa1	2/2/2026	2/5/2026	305,859.38	3.72	5,318.37	305,304.88	300,656.40
US TREASURY N/B DTD 01/31/2025 4.250% 01/31/2030	91282CMG3	275,000.00	AA+	Aa1	11/4/2025	11/7/2025	281,251.95	3.66	4,875.17	280,356.74	275,601.70
US TREASURY N/B DTD 01/31/2025 4.250% 01/31/2030	91282CMG3	500,000.00	AA+	Aa1	3/16/2026	3/17/2026	508,750.00	3.76	8,863.95	508,133.11	501,094.00
US TREASURY N/B DTD 01/31/2025 4.250% 01/31/2030	91282CMG3	1,350,000.00	AA+	Aa1	3/2/2026	3/6/2026	1,383,539.06	3.56	23,932.67	1,380,937.84	1,352,953.80
US TREASURY N/B DTD 01/31/2025 4.250% 01/31/2030	91282CMG3	600,000.00	AA+	Aa1	10/1/2025	10/6/2025	613,687.50	3.67	10,636.74	611,507.66	601,312.80
US TREASURY N/B DTD 09/02/2025 3.625% 08/31/2030	91282CNX5	525,000.00	AA+	Aa1	4/1/2026	4/7/2026	518,396.48	3.94	6,360.99	518,716.82	513,618.00
US TREASURY N/B DTD 09/02/2025 3.625% 08/31/2030	91282CNX5	550,000.00	AA+	Aa1	5/1/2026	5/6/2026	541,556.64	4.01	6,663.89	541,832.07	538,076.00
US TREASURY N/B DTD 09/02/2025 3.625% 08/31/2030	91282CNX5	775,000.00	AA+	Aa1	6/1/2026	6/4/2026	757,623.05	4.21	9,390.03	757,898.00	758,198.00
US TREASURY N/B DTD 09/02/2025 3.625% 08/31/2030	91282CNX5	100,000.00	AA+	Aa1	6/29/2026	6/30/2026	98,023.44	4.15	1,211.62	98,024.78	97,832.00
Security Type Sub-Total		14,550,000.00					14,174,478.53	3.93	107,149.38	14,409,294.83	14,316,818.75

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal											
CA ST DTD 03/15/2023 4.846% 03/01/2027	13063D3N6	120,000.00	AA-	Aa2	3/9/2023	3/15/2023	120,000.00	4.85	1,938.40	120,000.00	120,522.24
Security Type Sub-Total		120,000.00					120,000.00	4.85	1,938.40	120,000.00	120,522.24
Corporate											
CATERPILLAR FINL SERVICE DTD 01/10/2022 1.700% 01/08/2027	14913R2U0	225,000.00	A	A1	1/11/2022	1/13/2022	223,863.75	1.81	1,838.13	224,881.63	222,211.58
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	40,000.00	A	A2	1/19/2022	1/24/2022	39,932.00	1.99	359.67	39,992.63	39,532.72
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	450,000.00	A	Aa3	1/26/2022	1/28/2022	449,001.00	2.10	3,971.88	449,886.10	444,591.45
MICROSOFT CORP (CALLABLE) DTD 02/06/2017 3.300% 02/06/2027	594918BY9	450,000.00	AAA	Aaa	3/14/2023	3/17/2023	433,165.50	4.36	5,981.25	447,412.85	447,631.65
BERKSHIRE HATHAWAY FIN (CALLABLE) DTD 03/15/2022 2.300% 03/15/2027	084664CZ2	450,000.00	AA	Aa2	3/15/2022	3/17/2022	441,558.00	2.70	3,047.50	448,807.41	444,063.15
TEXAS INSTRUMENTS INC (CALLABLE) DTD 11/18/2022 4.600% 02/15/2028	882508BV5	50,000.00	A+	Aa3	5/11/2023	5/18/2023	51,202.00	4.04	868.89	50,397.08	50,217.10
WALMART INC (CALLABLE) DTD 04/18/2023 3.900% 04/15/2028	931142FB4	155,000.00	AA	Aa2	4/12/2023	4/18/2023	154,714.80	3.94	1,276.17	154,897.79	154,271.35
LOCKHEED MARTIN CORP (CALLABLE) DTD 05/25/2023 4.450% 05/15/2028	539830BZ1	35,000.00	A-	A2	5/23/2023	5/25/2023	34,937.00	4.49	199.01	34,976.28	35,039.87
MERCK & CO INC (CALLABLE) DTD 05/17/2023 4.050% 05/17/2028	58933YBH7	90,000.00	A+	Aa3	5/8/2023	5/17/2023	89,927.10	4.07	445.50	89,972.62	89,737.92
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	225,000.00	A	A1	7/21/2023	7/25/2023	226,719.00	4.78	5,166.56	225,704.32	227,788.65
MORGAN STANLEY BANK NA (CALLABLE) DTD 07/19/2024 4.968% 07/14/2028	61690U8E3	325,000.00	A+	Aa3	7/18/2024	7/19/2024	325,325.00	4.94	7,489.95	325,118.36	326,383.53

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	450,000.00	A+	Aa3	10/2/2023	10/4/2023	447,768.00	5.92	6,673.45	448,915.82	462,975.75
TOYOTA MOTOR CREDIT CORP DTD 01/05/2024 4.650% 01/05/2029	89236TLL7	95,000.00	A+	A1	1/3/2024	1/5/2024	94,874.60	4.68	2,159.67	94,933.44	95,453.63
TOYOTA MOTOR CREDIT CORP DTD 01/05/2024 4.650% 01/05/2029	89236TLL7	130,000.00	A+	A1	1/2/2024	1/5/2024	129,821.90	4.68	2,955.33	129,905.57	130,620.75
AIR PRODUCTS & CHEMICALS (CALLABLE) DTD 02/08/2024 4.600% 02/08/2029	009158BH8	205,000.00	A	A3	2/6/2024	2/8/2024	204,727.35	4.63	3,745.81	204,850.37	205,710.74
CISCO SYSTEMS INC (CALLABLE) DTD 02/26/2024 4.850% 02/26/2029	17275RBR2	245,000.00	AA-	A1	2/21/2024	2/26/2024	244,914.25	4.86	4,125.87	244,952.39	247,601.65
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	420,000.00	AA-	Aa3	3/6/2024	3/14/2024	420,205.80	4.69	5,867.17	420,118.06	424,168.08
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	30,000.00	AA-	Aa3	3/5/2024	3/14/2024	29,945.70	4.74	419.08	29,969.15	30,297.72
SALESFORCE INC (CALLABLE) DTD 03/13/2026 4.650% 03/15/2029	79466LAR5	350,000.00	A+	A2	3/11/2026	3/13/2026	349,923.00	4.66	4,882.50	349,930.50	349,818.70
ADOBE INC (CALLABLE) DTD 04/04/2024 4.800% 04/04/2029	00724PAF6	100,000.00	A+	A1	4/2/2024	4/4/2024	99,868.00	4.83	1,160.00	99,923.43	100,977.20
ADOBE INC (CALLABLE) DTD 04/04/2024 4.800% 04/04/2029	00724PAF6	125,000.00	A+	A1	4/1/2024	4/4/2024	124,813.75	4.83	1,450.00	124,891.85	126,221.50
WELLS FARGO & COMPANY (CALLABLE) DTD 04/23/2025 4.970% 04/23/2029	95000U3T8	180,000.00	BBB+	A1	4/15/2025	4/23/2025	180,000.00	4.97	1,689.80	180,000.00	180,878.22
WELLS FARGO & COMPANY (CALLABLE) DTD 04/23/2025 4.970% 04/23/2029	95000U3T8	70,000.00	BBB+	A1	4/16/2025	4/23/2025	70,056.00	4.95	657.14	70,034.85	70,341.53
AMERICAN EXPRESS CO (CALLABLE) DTD 04/25/2025 4.731% 04/25/2029	025816ED7	110,000.00	A-	A2	4/22/2025	4/25/2025	110,000.00	4.73	954.09	110,000.00	110,283.36
AMERICAN EXPRESS CO (CALLABLE) DTD 04/25/2025 4.731% 04/25/2029	025816ED7	140,000.00	A-	A2	4/21/2025	4/25/2025	140,000.00	4.73	1,214.29	140,000.00	140,360.64
BANK OF AMERICA CORP (CALLABLE) DTD 05/09/2025 4.623% 05/09/2029	06051GMT3	500,000.00	A-	A1	5/6/2025	5/9/2025	500,000.00	4.62	3,338.83	500,000.00	499,759.00

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 05/10/2024 5.150% 06/15/2029	63743HFS6	135,000.00	A-	A2	9/9/2024	9/16/2024	140,300.10	4.23	309.00	138,386.67	137,090.48
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 05/10/2024 5.150% 06/15/2029	63743HFS6	90,000.00	A-	A2	9/9/2024	9/16/2024	93,486.60	4.24	206.00	92,227.92	91,393.65
HOME DEPOT INC (CALLABLE) DTD 06/25/2024 4.750% 06/25/2029	437076DC3	150,000.00	A	A2	6/18/2024	6/25/2024	149,176.50	4.88	118.75	149,485.24	151,484.55
HOME DEPOT INC (CALLABLE) DTD 06/25/2024 4.750% 06/25/2029	437076DC3	75,000.00	A	A2	6/17/2024	6/25/2024	74,516.25	4.90	59.38	74,697.43	75,742.28
AMERICAN HONDA FINANCE DTD 09/05/2024 4.400% 09/05/2029	02665WFQ9	225,000.00	BBB+	A3	9/3/2024	9/5/2024	224,730.00	4.43	3,190.00	224,821.81	222,634.13
GOLDMAN SACHS GROUP INC (CALLABLE) DTD 04/20/2026 4.594% 04/20/2030	38141GE83	170,000.00	BBB+	A2	4/13/2026	4/20/2026	170,000.00	4.59	1,540.27	170,000.00	169,040.52
GOLDMAN SACHS GROUP INC (CALLABLE) DTD 04/20/2026 4.594% 04/20/2030	38141GE83	180,000.00	BBB+	A2	4/14/2026	4/20/2026	180,194.40	4.56	1,630.87	180,182.69	178,984.08
JPMORGAN CHASE & CO (CALLABLE) DTD 04/23/2026 4.408% 04/23/2030	46647PFL5	270,000.00	A	A1	4/15/2026	4/23/2026	270,000.00	4.41	2,248.08	270,000.00	267,703.65
STATE STREET CORP (CALLABLE) DTD 04/24/2025 4.834% 04/24/2030	857477DB6	120,000.00	A	Aa3	4/22/2025	4/24/2025	120,000.00	4.83	1,079.59	120,000.00	121,200.84
PACCAR FINANCIAL CORP DTD 05/08/2025 4.550% 05/08/2030	69371RT71	250,000.00	A+	A1	5/5/2025	5/8/2025	249,612.50	4.59	1,674.65	249,694.26	251,585.50
ANALOG DEVICES INC (CALLABLE) DTD 06/16/2025 4.500% 06/15/2030	032654BE4	250,000.00	A	A2	6/12/2025	6/16/2025	249,780.00	4.52	500.00	249,822.55	249,390.75
NOVARTIS CAPITAL CORP (CALLABLE) DTD 11/05/2025 4.100% 11/05/2030	66989HAY4	290,000.00	AA-	Aa3	11/3/2025	11/5/2025	289,130.00	4.17	1,849.56	289,235.29	284,912.24
SHELL FINANCE US INC (CALLABLE) DTD 11/06/2025 4.125% 11/06/2030	822905AN5	70,000.00	A+	Aa2	11/3/2025	11/6/2025	69,731.20	4.21	441.15	69,763.45	68,735.10
SHELL FINANCE US INC (CALLABLE) DTD 11/06/2025 4.125% 11/06/2030	822905AN5	255,000.00	A+	Aa2	11/4/2025	11/6/2025	254,510.40	4.17	1,607.03	254,569.21	250,392.15

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
PFIZER INC (CALLABLE) DTD 11/21/2025 4.200% 11/15/2030	717081FD0	65,000.00	A	A2	11/19/2025	11/21/2025	65,040.95	4.19	348.83	65,036.40	64,163.45
PFIZER INC (CALLABLE) DTD 11/21/2025 4.200% 11/15/2030	717081FD0	285,000.00	A	A2	11/18/2025	11/21/2025	284,774.85	4.22	1,529.50	284,800.54	281,332.05
NORTHERN TRUST CORP DTD 11/19/2025 4.150% 11/19/2030	665859AY0	260,000.00	A+	A2	11/13/2025	11/19/2025	259,685.40	4.18	1,258.83	259,721.51	256,242.74
NORTHERN TRUST CORP DTD 11/19/2025 4.150% 11/19/2030	665859AY0	65,000.00	A+	A2	11/12/2025	11/19/2025	64,968.15	4.16	314.71	64,971.88	64,060.69
AMAZON.COM INC (CALLABLE) DTD 11/20/2025 4.100% 11/20/2030	023135CT1	350,000.00	AA	A1	11/17/2025	11/20/2025	349,625.50	4.12	1,634.31	349,667.55	343,980.35
TOTALENERGI CAP USA LLC (CALLABLE) DTD 01/13/2026 4.248% 01/13/2031	89158TAA7	145,000.00	A+	Aa3	1/6/2026	1/13/2026	145,000.00	4.25	2,874.48	145,000.00	142,556.75
TOTALENERGI CAP USA LLC (CALLABLE) DTD 01/13/2026 4.248% 01/13/2031	89158TAA7	205,000.00	A+	Aa3	1/7/2026	1/13/2026	205,375.15	4.21	4,063.92	205,342.86	201,545.75
NVIDIA CORP (CALLABLE) DTD 06/18/2026 4.500% 06/15/2031	67066GAR5	240,000.00	AA	Aa1	6/15/2026	6/18/2026	239,544.00	4.54	390.00	239,547.72	239,150.40
Security Type Sub-Total		9,790,000.00					9,766,445.45	4.31	100,806.45	9,787,447.48	9,770,259.54
Agency CMBS											
FHMS K058 A2 DTD 11/01/2016 2.653% 08/01/2026	3137BSP72	268,900.41	AA+	Aa1	4/6/2023	4/12/2023	257,577.18	3.98	594.49	268,396.32	268,042.89
FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	192,133.08	AA+	Aa1	5/19/2023	5/24/2023	186,218.98	4.29	535.89	191,457.72	191,258.49
FHMS K064 A2 DTD 05/01/2017 3.224% 03/01/2027	3137BXQY1	300,000.00	AA+	Aa1	8/16/2023	8/18/2023	282,984.37	4.94	806.00	296,536.52	297,805.80
FHMS K065 A2 DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	300,000.00	AA+	Aa1	6/8/2023	6/13/2023	287,472.66	4.42	810.75	297,354.14	297,301.50
FHMS KJ48 A1 DTD 12/01/2023 4.858% 05/01/2028	3137HBC69	155,052.35	AA+	Aa1	12/6/2023	12/14/2023	155,051.10	4.86	627.70	155,051.78	155,654.26
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	227,519.79	AA+	Aa1	7/19/2023	7/27/2023	227,514.08	4.78	905.72	227,517.48	228,003.95

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Agency CMBS											
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	300,000.00	AA+	Aa1	7/13/2023	7/20/2023	302,996.40	4.59	1,204.75	301,205.31	301,341.30
FNA 2023-M6 A2 DTD 07/01/2023 4.172% 07/01/2028	3136BQDE6	274,886.93	AA+	Aa1	7/18/2023	7/31/2023	270,226.73	4.58	955.68	272,954.27	273,086.14
FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74	300,000.00	AA+	Aa1	10/11/2023	10/19/2023	293,419.20	5.25	1,185.00	296,862.68	301,170.30
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	450,000.00	AA+	Aa1	9/7/2023	9/14/2023	443,343.15	4.99	1,743.75	446,891.65	450,862.65
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	300,000.00	AA+	Aa1	9/20/2023	9/28/2023	296,414.10	5.07	1,200.00	298,250.57	301,558.20
FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	225,000.00	AA+	Aa1	10/25/2023	10/31/2023	217,826.33	5.60	909.38	221,419.20	226,254.83
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4	110,000.00	AA+	Aa1	11/14/2023	11/21/2023	109,681.99	5.14	464.66	109,839.95	111,174.69
FHMS K511 A2 DTD 12/01/2023 4.860% 10/01/2028	3137HB3G7	165,000.00	AA+	Aa1	11/28/2023	12/7/2023	164,525.96	4.93	668.25	164,760.06	166,140.15
FHMS K514 A2 DTD 02/01/2024 4.572% 12/01/2028	3137HBLV4	185,000.00	AA+	Aa1	2/1/2024	2/8/2024	186,849.82	4.34	704.85	185,993.60	185,005.18
FHMS K520 A2 DTD 04/01/2024 5.180% 03/01/2029	3137HCKV3	185,000.00	AA+	Aa1	4/23/2024	4/30/2024	185,750.92	5.09	798.58	185,449.68	187,815.70
FHMS K524 A2 DTD 07/01/2024 4.720% 05/01/2029	3137HDV56	240,000.00	AA+	Aa1	7/16/2024	7/25/2024	241,473.84	4.58	944.00	240,939.98	241,189.44
FHMS K526 A2 DTD 08/01/2024 4.543% 07/01/2029	3137HDXL9	270,000.00	AA+	Aa1	8/7/2024	8/15/2024	272,525.58	4.33	1,022.18	271,632.96	270,434.16
FHMS K539 A2 DTD 04/01/2025 4.410% 01/01/2030	3137HKXJ8	120,000.00	AA+	Aa1	4/15/2025	4/24/2025	119,995.80	4.41	441.00	119,996.82	119,802.48
FNA 2026-M11 2A2 DTD 05/01/2026 4.250% 05/01/2031	3136G5V64	250,000.00	AA+	Aa1	6/26/2026	6/29/2026	246,953.13	4.53	885.42	246,910.02	246,508.75
Security Type Sub-Total		4,818,492.56					4,748,801.32	4.74	17,408.05	4,799,420.71	4,820,410.86

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	5,346.11	NR	Aaa	2/13/2023	2/23/2023	5,345.57	5.05	12.00	5,345.94	5,349.52
HAROT 2024-1 A3 DTD 02/21/2024 5.210% 08/15/2028	437918AC9	88,955.96	AAA	Aaa	2/13/2024	2/21/2024	88,952.09	5.21	205.98	88,954.17	89,374.58
AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	245,000.00	AAA	NR	9/12/2023	9/19/2023	244,989.05	5.23	569.49	244,994.91	245,686.49
BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	105,000.00	NR	Aaa	12/7/2023	12/14/2023	104,985.90	4.98	232.40	104,992.97	105,335.69
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2029	161571HV9	260,000.00	AAA	NR	1/24/2024	1/31/2024	259,960.40	4.60	531.56	259,978.85	260,572.26
NAROT 2024-B A3 DTD 10/23/2024 4.340% 03/15/2029	65479WAD6	63,785.99	NR	Aaa	10/16/2024	10/23/2024	63,780.09	4.34	123.04	63,782.25	63,823.11
AMXCA 2024-1 A DTD 04/23/2024 5.230% 04/16/2029	02582JKH2	270,000.00	AAA	NR	4/16/2024	4/23/2024	269,944.65	5.23	627.60	269,944.65	272,221.56
HAROT 2024-4 A3 DTD 10/24/2024 4.330% 05/15/2029	43816DAC9	76,545.22	AAA	Aaa	10/16/2024	10/24/2024	76,534.40	4.33	147.31	76,538.21	76,574.23
HART 2024-C A3 DTD 10/16/2024 4.410% 05/15/2029	448976AD2	115,000.00	AAA	NR	10/8/2024	10/16/2024	114,991.58	4.41	225.40	114,994.73	115,104.65
TAOT 2024-D A3 DTD 10/17/2024 4.400% 06/15/2029	89239TAD4	61,887.97	AAA	Aaa	10/10/2024	10/17/2024	61,884.51	4.40	121.03	61,885.74	61,921.33
ALLYA 2024-2 A3 DTD 09/27/2024 4.140% 07/16/2029	02007NAC2	67,452.36	AAA	NR	9/24/2024	9/27/2024	67,445.38	4.14	124.11	67,447.93	67,394.42
VALET 2024-1 A3 DTD 11/26/2024 4.630% 07/20/2029	92868RAD0	90,000.00	AAA	Aaa	11/19/2024	11/26/2024	89,991.52	4.63	127.33	89,994.37	90,294.75
TAOT 2025-A A3 DTD 01/29/2025 4.640% 08/15/2029	89240JAD3	160,000.00	NR	Aaa	1/22/2025	1/29/2025	159,993.58	4.64	329.96	159,995.82	160,516.96
GMCAR 2024-4 A3 DTD 10/16/2024 4.400% 08/16/2029	38014AAD3	83,348.31	AAA	Aaa	10/8/2024	10/16/2024	83,332.27	4.40	152.81	83,337.63	83,418.91
VALET 2025-1 A3 DTD 03/25/2025 4.500% 08/20/2029	92868MAD1	220,000.00	NR	Aaa	3/18/2025	3/25/2025	219,992.52	4.50	302.50	219,994.86	220,446.60
COMET 2024-A1 A DTD 09/24/2024 3.920% 09/15/2029	14041NGE5	310,000.00	AAA	NR	9/17/2024	9/24/2024	309,939.49	3.92	540.09	309,959.91	308,831.30
HAROT 2025-1 A3 DTD 02/11/2025 4.570% 09/21/2029	43814VAC1	250,000.00	AAA	NR	2/4/2025	2/11/2025	249,992.30	4.57	317.36	249,994.77	250,692.25

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
BMWOT 2025-A A3 DTD 02/12/2025 4.560% 09/25/2029	096924AD7	175,000.00	AAA	Aaa	2/4/2025	2/12/2025	174,982.76	4.56	133.00	174,987.92	175,432.78
WFCIT 2024-A2 A DTD 10/24/2024 4.290% 10/15/2029	92970QAE5	165,000.00	AAA	Aaa	10/17/2024	10/24/2024	164,975.48	4.29	314.60	164,983.33	165,099.33
HAROT 2025-2 A3 DTD 05/08/2025 4.150% 10/15/2029	437921AD1	75,000.00	NR	Aaa	4/29/2025	5/8/2025	74,991.62	4.15	138.33	74,993.78	74,834.93
HART 2025-A A3 DTD 03/12/2025 4.320% 10/15/2029	44935CAD3	215,000.00	AAA	NR	3/4/2025	3/12/2025	214,968.29	4.32	412.80	214,976.97	215,098.90
FORDO 2025-A A3 DTD 03/25/2025 4.450% 10/15/2029	34535KAD0	265,000.00	AAA	Aaa	3/18/2025	3/25/2025	264,974.24	4.45	524.11	264,981.38	265,382.92
TAOT 2025-B A3 DTD 04/30/2025 4.340% 11/15/2029	89231HAD8	130,000.00	AAA	NR	4/24/2025	4/30/2025	129,992.55	4.34	250.76	129,994.71	130,046.80
NAROT 2025-A A3 DTD 05/27/2025 4.490% 12/17/2029	65481GAD7	245,000.00	NR	Aaa	5/20/2025	5/27/2025	244,952.96	4.49	488.91	244,963.94	245,579.18
AMXCA 2025-1 A DTD 02/11/2025 4.560% 12/17/2029	02582JKM1	330,000.00	AAA	NR	2/4/2025	2/11/2025	329,926.71	4.57	668.80	329,946.21	331,288.32
VALET 2025-2 A3 DTD 11/25/2025 3.920% 03/20/2030	92869QAD1	125,000.00	NR	Aaa	11/18/2025	11/25/2025	124,979.03	3.92	149.72	124,981.86	123,925.00
VZMT 2025-3 A1A DTD 03/31/2025 4.510% 03/20/2030	92348KDY6	265,000.00	NR	Aaa	3/25/2025	3/31/2025	264,988.61	4.51	365.18	264,991.85	265,449.18
GMCAR 2025-2 A3 DTD 05/14/2025 4.280% 04/16/2030	362549AD9	55,000.00	AAA	Aaa	5/6/2025	5/14/2025	54,991.90	4.28	98.08	54,993.66	55,006.88
WFCIT 2025-A1 A DTD 06/10/2025 4.340% 05/15/2030	92970QAJ4	310,000.00	AAA	NR	6/3/2025	6/10/2025	309,994.85	4.34	597.96	309,996.69	310,096.10
BACCT 2025-A1 A DTD 06/12/2025 4.310% 05/15/2030	05522RDK1	160,000.00	AAA	NR	6/5/2025	6/12/2025	159,999.39	4.31	306.49	160,000.00	159,940.32
FORDO 2025-C A3 DTD 11/25/2025 3.900% 06/15/2030	34535LAD8	135,000.00	AAA	NR	11/18/2025	11/25/2025	134,978.94	3.90	234.00	134,981.72	133,710.89
CCCIT 2025-A1 A DTD 06/26/2025 4.300% 06/21/2030	17305EHA6	350,000.00	AAA	Aaa	6/18/2025	6/26/2025	349,905.05	4.31	418.06	349,922.81	349,408.50

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
HART 2025-D A3 DTD 11/12/2025 3.990% 09/16/2030	44891XAD9	155,000.00	AAA	NR	11/5/2025	11/12/2025	154,986.89	3.99	274.87	154,988.61	153,843.24
Security Type Sub-Total		5,627,321.92					5,626,644.57	4.47	10,065.64	5,626,823.15	5,631,701.88
Managed Account Sub Total		34,905,814.48					34,436,369.87	4.24	237,367.92	34,742,986.17	34,659,713.27
Securities Sub Total		\$34,905,814.48					\$34,436,369.87	4.24%	\$237,367.92	\$34,742,986.17	\$34,659,713.27
Accrued Interest											\$237,367.92
Total Investments											\$34,897,081.19

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
BUY									
4/1/2026	4/7/2026	525,000.00	91282CNX5	US TREASURY N/B	3.62%	8/31/2030	520,361.66	3.94%	
4/13/2026	4/20/2026	170,000.00	38141GE83	GOLDMAN SACHS GROUP INC (CALLABLE)	4.59%	4/20/2030	170,000.00	4.59%	
4/14/2026	4/20/2026	180,000.00	38141GE83	GOLDMAN SACHS GROUP INC (CALLABLE)	4.59%	4/20/2030	180,194.40	4.56%	
4/15/2026	4/23/2026	270,000.00	46647PFL5	JPMORGAN CHASE & CO (CALLABLE)	4.40%	4/23/2030	270,000.00	4.41%	
5/1/2026	5/6/2026	550,000.00	91282CNX5	US TREASURY N/B	3.62%	8/31/2030	545,186.57	4.01%	
6/1/2026	6/4/2026	775,000.00	91282CNX5	US TREASURY N/B	3.62%	8/31/2030	764,951.85	4.21%	
6/15/2026	6/18/2026	240,000.00	67066GAR5	NVIDIA CORP (CALLABLE)	4.50%	6/15/2031	239,544.00	4.54%	
6/26/2026	6/29/2026	250,000.00	3136G5V64	FNA 2026-M11 2A2	4.25%	5/1/2031	247,779.52	4.53%	
6/29/2026	6/30/2026	100,000.00	91282CNX5	US TREASURY N/B	3.62%	8/31/2030	99,225.21	4.15%	
Total BUY		3,060,000.00					3,037,243.21		0.00
INTEREST									
4/1/2026	4/1/2026		MONEY0002	MONEY MARKET FUND	0.00%		535.85		
4/1/2026	4/25/2026		3137HBC69	FHMS KJ48 A1	4.85%	5/1/2028	878.11		
4/1/2026	4/25/2026		3137BXQY1	FHMS K064 A2	3.22%	3/1/2027	806.00		
4/1/2026	4/25/2026		3137F1G44	FHMS K065 A2	3.24%	4/1/2027	810.75		
4/1/2026	4/25/2026		3137HAMH6	FHMS K506 A2	4.65%	8/1/2028	1,743.75		
4/1/2026	4/25/2026		3137HAMS2	FHMS K507 A2	4.80%	9/1/2028	1,200.00		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
4/1/2026	4/25/2026		3137HCKV3	FHMS K520 A2	5.18%	3/1/2029	798.58		
4/1/2026	4/25/2026		3137HB3D4	FHMS K510 A2	5.06%	10/1/2028	464.66		
4/1/2026	4/25/2026		3137HDV56	FHMS K524 A2	4.72%	5/1/2029	944.00		
4/1/2026	4/25/2026		3137HBLV4	FHMS K514 A2	4.57%	12/1/2028	704.85		
4/1/2026	4/25/2026		3137BSP72	FHMS K058 A2	2.65%	8/1/2026	718.52		
4/1/2026	4/25/2026		3137HAQ74	FHMS K508 A2	4.74%	8/1/2028	1,185.00		
4/1/2026	4/25/2026		3136BQDE6	FNA 2023-M6 A2	4.17%	7/1/2028	960.04		
4/1/2026	4/25/2026		3137HB3G7	FHMS K511 A2	4.86%	10/1/2028	668.25		
4/1/2026	4/25/2026		3137HACX2	FHMS K505 A2	4.81%	6/1/2028	1,204.75		
4/1/2026	4/25/2026		3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	929.95		
4/1/2026	4/25/2026		3137HDXL9	FHMS K526 A2	4.54%	7/1/2029	1,022.17		
4/1/2026	4/25/2026		3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	539.46		
4/1/2026	4/25/2026		3137HKXJ8	FHMS K539 A2	4.41%	1/1/2030	441.00		
4/1/2026	4/25/2026		3137HAST4	FHMS K509 A2	4.85%	9/1/2028	909.38		
4/4/2026	4/4/2026		00724PAF6	ADOBE INC (CALLABLE)	4.80%	4/4/2029	5,400.00		
4/15/2026	4/15/2026		89239TAD4	TAOT 2024-D A3	4.40%	6/15/2029	238.33		
4/15/2026	4/15/2026		02582JKD1	AMXCA 2023-3 A	5.23%	9/15/2028	1,067.79		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
4/15/2026	4/15/2026		437921AD1	HAROT 2025-2 A3	4.15%	10/15/2029	259.37		
4/15/2026	4/15/2026		89231HAD8	TAOT 2025-B A3	4.34%	11/15/2029	470.17		
4/15/2026	4/15/2026		448976AD2	HART 2024-C A3	4.41%	5/15/2029	422.63		
4/15/2026	4/15/2026		14041NGE5	COMET 2024-A1 A	3.92%	9/15/2029	1,012.67		
4/15/2026	4/15/2026		89240JAD3	TAOT 2025-A A3	4.64%	8/15/2029	618.67		
4/15/2026	4/15/2026		92970QAJ4	WFCIT 2025-A1 A	4.34%	5/15/2030	1,121.17		
4/15/2026	4/15/2026		44935CAD3	HART 2025-A A3	4.32%	10/15/2029	774.00		
4/15/2026	4/15/2026		161571HV9	CHAIT 2024-A1 A	4.60%	1/15/2029	996.67		
4/15/2026	4/15/2026		02007NAC2	ALLYA 2024-2 A3	4.14%	7/16/2029	293.58		
4/15/2026	4/15/2026		43816DAC9	HAROT 2024-4 A3	4.33%	5/15/2029	324.75		
4/15/2026	4/15/2026		931142FB4	WALMART INC (CALLABLE)	3.90%	4/15/2028	3,022.50		
4/15/2026	4/15/2026		65481GAD7	NAROT 2025-A A3	4.49%	12/17/2029	916.71		
4/15/2026	4/15/2026		41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	77.90		
4/15/2026	4/15/2026		92970QAE5	WFCIT 2024-A2 A	4.29%	10/15/2029	589.88		
4/15/2026	4/15/2026		05522RDH8	BACCT 2023-A2 A2	4.98%	11/15/2028	435.75		
4/15/2026	4/15/2026		02582JKM1	AMXCA 2025-1 A	4.56%	12/17/2029	1,254.00		
4/15/2026	4/15/2026		437918AC9	HAROT 2024-1 A3	5.21%	8/15/2028	507.14		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
4/15/2026	4/15/2026		05522RDK1	BACCT 2025-A1 A	4.31%	5/15/2030	574.67		
4/15/2026	4/15/2026		65479WAD6	NAROT 2024-B A3	4.34%	3/15/2029	253.17		
4/15/2026	4/15/2026		02582JKH2	AMXCA 2024-1 A	5.23%	4/16/2029	1,176.75		
4/15/2026	4/15/2026		34535KAD0	FORDO 2025-A A3	4.45%	10/15/2029	982.71		
4/15/2026	4/15/2026		34535LAD8	FORDO 2025-C A3	3.90%	6/15/2030	438.75		
4/15/2026	4/15/2026		44891XAD9	HART 2025-D A3	3.99%	9/16/2030	515.38		
4/16/2026	4/16/2026		38014AAD3	GMCAR 2024-4 A3	4.40%	8/16/2029	330.00		
4/16/2026	4/16/2026		362549AD9	GMCAR 2025-2 A3	4.28%	4/16/2030	196.17		
4/20/2026	4/20/2026		92868MAD1	VALET 2025-1 A3	4.50%	8/20/2029	825.00		
4/20/2026	4/20/2026		92868RAD0	VALET 2024-1 A3	4.63%	7/20/2029	347.25		
4/20/2026	4/20/2026		92348KDY6	VZMT 2025-3 A1A	4.51%	3/20/2030	995.96		
4/20/2026	4/20/2026		92869QAD1	VALET 2025-2 A3	3.92%	3/20/2030	408.33		
4/21/2026	4/21/2026		43814VAC1	HAROT 2025-1 A3	4.57%	9/21/2029	952.08		
4/23/2026	4/23/2026		95000U3T8	WELLS FARGO & COMPANY (CALLABLE)	4.97%	4/23/2029	6,212.50		
4/24/2026	4/24/2026		857477DB6	STATE STREET CORP (CALLABLE)	4.83%	4/24/2030	2,900.40		
4/25/2026	4/25/2026		096924AD7	BMWOT 2025-A A3	4.56%	9/25/2029	665.00		
4/25/2026	4/25/2026		025816ED7	AMERICAN EXPRESS CO (CALLABLE)	4.73%	4/25/2029	5,913.75		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
4/30/2026	4/30/2026		91282CEN7	US TREASURY N/B	2.75%	4/30/2027	12,031.25		
5/1/2026	5/1/2026		MONEY0002	MONEY MARKET FUND	0.00%		261.97		
5/1/2026	5/25/2026		3137HACX2	FHMS K505 A2	4.81%	6/1/2028	1,204.75		
5/1/2026	5/25/2026		3137HCKV3	FHMS K520 A2	5.18%	3/1/2029	798.58		
5/1/2026	5/25/2026		3137HAQ74	FHMS K508 A2	4.74%	8/1/2028	1,185.00		
5/1/2026	5/25/2026		3137HBLV4	FHMS K514 A2	4.57%	12/1/2028	704.85		
5/1/2026	5/25/2026		3137HDXL9	FHMS K526 A2	4.54%	7/1/2029	1,022.17		
5/1/2026	5/25/2026		3136BQDE6	FNA 2023-M6 A2	4.17%	7/1/2028	955.84		
5/1/2026	5/25/2026		3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	538.30		
5/1/2026	5/25/2026		3137BXQY1	FHMS K064 A2	3.22%	3/1/2027	806.00		
5/1/2026	5/25/2026		3137HKXJ8	FHMS K539 A2	4.41%	1/1/2030	441.00		
5/1/2026	5/25/2026		3137HAMS2	FHMS K507 A2	4.80%	9/1/2028	1,200.00		
5/1/2026	5/25/2026		3137HBC69	FHMS KJ48 A1	4.85%	5/1/2028	633.80		
5/1/2026	5/25/2026		3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	928.84		
5/1/2026	5/25/2026		3137HAST4	FHMS K509 A2	4.85%	9/1/2028	909.38		
5/1/2026	5/25/2026		3137HDV56	FHMS K524 A2	4.72%	5/1/2029	944.00		
5/1/2026	5/25/2026		3137F1G44	FHMS K065 A2	3.24%	4/1/2027	810.75		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
5/1/2026	5/25/2026		3137HB3D4	FHMS K510 A2	5.06%	10/1/2028	464.66		
5/1/2026	5/25/2026		3137HAMH6	FHMS K506 A2	4.65%	8/1/2028	1,743.75		
5/1/2026	5/25/2026		3137BSP72	FHMS K058 A2	2.65%	8/1/2026	718.52		
5/1/2026	5/25/2026		3137HB3G7	FHMS K511 A2	4.86%	10/1/2028	668.25		
5/5/2026	5/5/2026		66989HAY4	NOVARTIS CAPITAL CORP (CALLABLE)	4.10%	11/5/2030	5,945.00		
5/6/2026	5/6/2026		822905AN5	SHELL FINANCE US INC (CALLABLE)	4.12%	11/6/2030	6,703.13		
5/8/2026	5/8/2026		69371RT71	PACCAR FINANCIAL CORP	4.55%	5/8/2030	5,687.50		
5/9/2026	5/9/2026		06051GMT3	BANK OF AMERICA CORP (CALLABLE)	4.62%	5/9/2029	11,557.50		
5/15/2026	5/15/2026		89240JAD3	TAOT 2025-A A3	4.64%	8/15/2029	618.67		
5/15/2026	5/15/2026		92970QAE5	WFCIT 2024-A2 A	4.29%	10/15/2029	589.88		
5/15/2026	5/15/2026		14041NGE5	COMET 2024-A1 A	3.92%	9/15/2029	1,012.67		
5/15/2026	5/15/2026		65481GAD7	NAROT 2025-A A3	4.49%	12/17/2029	916.71		
5/15/2026	5/15/2026		448976AD2	HART 2024-C A3	4.41%	5/15/2029	422.63		
5/15/2026	5/15/2026		161571HV9	CHAIT 2024-A1 A	4.60%	1/15/2029	996.67		
5/15/2026	5/15/2026		34535LAD8	FORDO 2025-C A3	3.90%	6/15/2030	438.75		
5/15/2026	5/15/2026		44935CAD3	HART 2025-A A3	4.32%	10/15/2029	774.00		
5/15/2026	5/15/2026		02007NAC2	ALLYA 2024-2 A3	4.14%	7/16/2029	272.10		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
5/15/2026	5/15/2026		41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	58.08		
5/15/2026	5/15/2026		92970QAJ4	WFCIT 2025-A1 A	4.34%	5/15/2030	1,121.17		
5/15/2026	5/15/2026		437921AD1	HAROT 2025-2 A3	4.15%	10/15/2029	259.37		
5/15/2026	5/15/2026		44891XAD9	HART 2025-D A3	3.99%	9/16/2030	515.38		
5/15/2026	5/15/2026		02582JKM1	AMXCA 2025-1 A	4.56%	12/17/2029	1,254.00		
5/15/2026	5/15/2026		91324PEC2	UNITEDHEALTH GROUP INC (CALLABLE)	1.15%	5/15/2026	1,293.75		
5/15/2026	5/15/2026		717081FD0	PFIZER INC (CALLABLE)	4.20%	11/15/2030	7,105.00		
5/15/2026	5/15/2026		43816DAC9	HAROT 2024-4 A3	4.33%	5/15/2029	317.67		
5/15/2026	5/15/2026		34535KAD0	FORDO 2025-A A3	4.45%	10/15/2029	982.71		
5/15/2026	5/15/2026		539830BZ1	LOCKHEED MARTIN CORP (CALLABLE)	4.45%	5/15/2028	778.75		
5/15/2026	5/15/2026		05522RDK1	BACCT 2025-A1 A	4.31%	5/15/2030	574.67		
5/15/2026	5/15/2026		02582JKD1	AMXCA 2023-3 A	5.23%	9/15/2028	1,067.79		
5/15/2026	5/15/2026		65479WAD6	NAROT 2024-B A3	4.34%	3/15/2029	253.17		
5/15/2026	5/15/2026		912828U24	US TREASURY N/B	2.00%	11/15/2026	16,750.00		
5/15/2026	5/15/2026		89239TAD4	TAOT 2024-D A3	4.40%	6/15/2029	238.33		
5/15/2026	5/15/2026		05522RDH8	BACCT 2023-A2 A2	4.98%	11/15/2028	435.75		
5/15/2026	5/15/2026		89231HAD8	TAOT 2025-B A3	4.34%	11/15/2029	470.17		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
5/15/2026	5/15/2026		437918AC9	HAROT 2024-1 A3	5.21%	8/15/2028	463.96		
5/15/2026	5/15/2026		02582JKH2	AMXCA 2024-1 A	5.23%	4/16/2029	1,176.75		
5/16/2026	5/16/2026		38014AAD3	GMCAR 2024-4 A3	4.40%	8/16/2029	330.00		
5/16/2026	5/16/2026		362549AD9	GMCAR 2025-2 A3	4.28%	4/16/2030	196.17		
5/17/2026	5/17/2026		58933YBH7	MERCK & CO INC (CALLABLE)	4.05%	5/17/2028	1,822.50		
5/19/2026	5/19/2026		665859AY0	NORTHERN TRUST CORP	4.15%	11/19/2030	6,743.75		
5/20/2026	5/20/2026		92348KDY6	VZMT 2025-3 A1A	4.51%	3/20/2030	995.96		
5/20/2026	5/20/2026		023135CT1	AMAZON.COM INC (CALLABLE)	4.10%	11/20/2030	7,175.00		
5/20/2026	5/20/2026		92868RAD0	VALET 2024-1 A3	4.63%	7/20/2029	347.25		
5/20/2026	5/20/2026		92868MAD1	VALET 2025-1 A3	4.50%	8/20/2029	825.00		
5/20/2026	5/20/2026		92869QAD1	VALET 2025-2 A3	3.92%	3/20/2030	408.33		
5/21/2026	5/21/2026		43814VAC1	HAROT 2025-1 A3	4.57%	9/21/2029	952.08		
5/25/2026	5/25/2026		096924AD7	BMWOT 2025-A A3	4.56%	9/25/2029	665.00		
5/31/2026	5/31/2026		91282CFZ9	US TREASURY N/B	3.87%	11/30/2027	5,328.13		
6/1/2026	6/1/2026		MONEY0002	MONEY MARKET FUND	0.00%		683.45		
6/1/2026	6/25/2026		3137F1G44	FHMS K065 A2	3.24%	4/1/2027	810.75		
6/1/2026	6/25/2026		3137HACX2	FHMS K505 A2	4.81%	6/1/2028	1,204.75		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
6/1/2026	6/25/2026		3137HB3D4	FHMS K510 A2	5.06%	10/1/2028	464.66		
6/1/2026	6/25/2026		3137HKXJ8	FHMS K539 A2	4.41%	1/1/2030	441.00		
6/1/2026	6/25/2026		3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	1,029.19		
6/1/2026	6/25/2026		3137HBLV4	FHMS K514 A2	4.57%	12/1/2028	704.85		
6/1/2026	6/25/2026		3137HAST4	FHMS K509 A2	4.85%	9/1/2028	909.38		
6/1/2026	6/25/2026		3137BXQY1	FHMS K064 A2	3.22%	3/1/2027	806.00		
6/1/2026	6/25/2026		3137HAMS2	FHMS K507 A2	4.80%	9/1/2028	1,200.00		
6/1/2026	6/25/2026		3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	537.06		
6/1/2026	6/25/2026		3137HAMH6	FHMS K506 A2	4.65%	8/1/2028	1,743.75		
6/1/2026	6/25/2026		3137HDV56	FHMS K524 A2	4.72%	5/1/2029	944.00		
6/1/2026	6/25/2026		3137HDXL9	FHMS K526 A2	4.54%	7/1/2029	1,022.17		
6/1/2026	6/25/2026		3137BSP72	FHMS K058 A2	2.65%	8/1/2026	663.48		
6/1/2026	6/25/2026		3137HBC69	FHMS KJ48 A1	4.85%	5/1/2028	630.37		
6/1/2026	6/25/2026		3137HCKV3	FHMS K520 A2	5.18%	3/1/2029	798.58		
6/1/2026	6/25/2026		3137HAQ74	FHMS K508 A2	4.74%	8/1/2028	1,185.00		
6/1/2026	6/25/2026		3137HB3G7	FHMS K511 A2	4.86%	10/1/2028	668.25		
6/1/2026	6/25/2026		3136BQDE6	FNA 2023-M6 A2	4.17%	7/1/2028	959.89		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
6/15/2026	6/15/2026		02582JKM1	AMXCA 2025-1 A	4.56%	12/17/2029	1,254.00		
6/15/2026	6/15/2026		43816DAC9	HAROT 2024-4 A3	4.33%	5/15/2029	296.50		
6/15/2026	6/15/2026		437918AC9	HAROT 2024-1 A3	5.21%	8/15/2028	423.48		
6/15/2026	6/15/2026		032654BE4	ANALOG DEVICES INC (CALLABLE)	4.50%	6/15/2030	5,625.00		
6/15/2026	6/15/2026		05522RDH8	BACCT 2023-A2 A2	4.98%	11/15/2028	435.75		
6/15/2026	6/15/2026		161571HV9	CHAIT 2024-A1 A	4.60%	1/15/2029	996.67		
6/15/2026	6/15/2026		14041NGE5	COMET 2024-A1 A	3.92%	9/15/2029	1,012.67		
6/15/2026	6/15/2026		92970QAE5	WFCIT 2024-A2 A	4.29%	10/15/2029	589.88		
6/15/2026	6/15/2026		89231HAD8	TAOT 2025-B A3	4.34%	11/15/2029	470.17		
6/15/2026	6/15/2026		65481GAD7	NAROT 2025-A A3	4.49%	12/17/2029	916.71		
6/15/2026	6/15/2026		34535LAD8	FORDO 2025-C A3	3.90%	6/15/2030	438.75		
6/15/2026	6/15/2026		44935CAD3	HART 2025-A A3	4.32%	10/15/2029	774.00		
6/15/2026	6/15/2026		02582JKD1	AMXCA 2023-3 A	5.23%	9/15/2028	1,067.79		
6/15/2026	6/15/2026		437921AD1	HAROT 2025-2 A3	4.15%	10/15/2029	259.37		
6/15/2026	6/15/2026		41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	39.74		
6/15/2026	6/15/2026		05522RDK1	BACCT 2025-A1 A	4.31%	5/15/2030	574.67		
6/15/2026	6/15/2026		89240JAD3	TAOT 2025-A A3	4.64%	8/15/2029	618.67		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
6/15/2026	6/15/2026		89239TAD4	TAOT 2024-D A3	4.40%	6/15/2029	238.33		
6/15/2026	6/15/2026		34535KAD0	FORDO 2025-A A3	4.45%	10/15/2029	982.71		
6/15/2026	6/15/2026		92970QAJ4	WFCIT 2025-A1 A	4.34%	5/15/2030	1,121.17		
6/15/2026	6/15/2026		02582JKH2	AMXCA 2024-1 A	5.23%	4/16/2029	1,176.75		
6/15/2026	6/15/2026		65479WAD6	NAROT 2024-B A3	4.34%	3/15/2029	248.95		
6/15/2026	6/15/2026		448976AD2	HART 2024-C A3	4.41%	5/15/2029	422.63		
6/15/2026	6/15/2026		02007NAC2	ALLYA 2024-2 A3	4.14%	7/16/2029	252.18		
6/15/2026	6/15/2026		44891XAD9	HART 2025-D A3	3.99%	9/16/2030	515.38		
6/15/2026	6/15/2026		63743HFS6	NATIONAL RURAL UTIL COOP (CALLABLE)	5.15%	6/15/2029	5,793.75		
6/16/2026	6/16/2026		38014AAD3	GMCAR 2024-4 A3	4.40%	8/16/2029	326.66		
6/16/2026	6/16/2026		362549AD9	GMCAR 2025-2 A3	4.28%	4/16/2030	196.17		
6/20/2026	6/20/2026		92869QAD1	VALET 2025-2 A3	3.92%	3/20/2030	408.33		
6/20/2026	6/20/2026		92348KDY6	VZMT 2025-3 A1A	4.51%	3/20/2030	995.96		
6/20/2026	6/20/2026		92868RAD0	VALET 2024-1 A3	4.63%	7/20/2029	347.25		
6/20/2026	6/20/2026		92868MAD1	VALET 2025-1 A3	4.50%	8/20/2029	825.00		
6/21/2026	6/21/2026		43814VAC1	HAROT 2025-1 A3	4.57%	9/21/2029	952.08		
6/21/2026	6/21/2026		17305EHA6	CCCIT 2025-A1 A	4.30%	6/21/2030	7,525.00		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
6/25/2026	6/25/2026		096924AD7	BMWOT 2025-A A3	4.56%	9/25/2029	665.00		
6/25/2026	6/25/2026		437076DC3	HOME DEPOT INC (CALLABLE)	4.75%	6/25/2029	5,343.75		
6/30/2026	6/30/2026		91282CCH2	US TREASURY N/B	1.25%	6/30/2028	8,125.00		
6/30/2026	6/30/2026		91282CEV9	US TREASURY N/B	3.25%	6/30/2029	43,062.50		
6/30/2026	6/30/2026		91282CJR3	US TREASURY N/B	3.75%	12/31/2028	28,593.75		
Total INTEREST		0.00					328,087.83		0.00
MATURITY									
5/15/2026	5/15/2026	225,000.00	91324PEC2	UNITEDHEALTH GROUP INC (CALLABLE)	1.15%	5/15/2026	225,000.00		
Total MATURITY		225,000.00					225,000.00		0.00
PAYDOWNS									
4/1/2026	4/25/2026	417.22	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	417.22		2.38
4/1/2026	4/25/2026	277.20	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	277.20		
4/1/2026	4/25/2026	20.39	3136BQDE6	FNA 2023-M6 A2	4.17%	7/1/2028	20.39		0.16
4/1/2026	4/25/2026	17,038.87	3137HBC69	FHMS KJ48 A1	4.85%	5/1/2028	17,038.87		0.07
4/15/2026	4/15/2026	1,962.45	43816DAC9	HAROT 2024-4 A3	4.33%	5/15/2029	1,962.45		0.20
4/15/2026	4/15/2026	4,708.70	41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	4,708.70		0.16
4/15/2026	4/15/2026	6,226.12	02007NAC2	ALLYA 2024-2 A3	4.14%	7/16/2029	6,226.12		0.43

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
4/15/2026	4/15/2026	9,944.81	437918AC9	HAROT 2024-1 A3	5.21%	8/15/2028	9,944.81		0.22
5/1/2026	5/25/2026	847.72	3137HBC69	FHMS KJ48 A1	4.85%	5/1/2028	847.72		
5/1/2026	5/25/2026	24.19	3136BQDE6	FNA 2023-M6 A2	4.17%	7/1/2028	24.19		0.18
5/1/2026	5/25/2026	334.91	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	334.91		
5/1/2026	5/25/2026	24,897.84	3137BSP72	FHMS K058 A2	2.65%	8/1/2026	24,897.84		98.53
5/1/2026	5/25/2026	441.83	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	441.83		2.20
5/15/2026	5/15/2026	5,866.53	43816DAC9	HAROT 2024-4 A3	4.33%	5/15/2029	5,866.53		0.56
5/15/2026	5/15/2026	1,165.04	65479WAD6	NAROT 2024-B A3	4.34%	3/15/2029	1,165.04		0.07
5/15/2026	5/15/2026	4,358.65	41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	4,358.65		0.14
5/15/2026	5/15/2026	5,774.83	02007NAC2	ALLYA 2024-2 A3	4.14%	7/16/2029	5,774.83		0.39
5/15/2026	5/15/2026	9,323.62	437918AC9	HAROT 2024-1 A3	5.21%	8/15/2028	9,323.62		0.20
5/16/2026	5/16/2026	912.31	38014AAD3	GMCAR 2024-4 A3	4.40%	8/16/2029	912.31		0.13
6/1/2026	6/25/2026	659.33	3137HBC69	FHMS KJ48 A1	4.85%	5/1/2028	659.33		
6/1/2026	6/25/2026	31,201.75	3137BSP72	FHMS K058 A2	2.65%	8/1/2026	31,201.75		90.99
6/1/2026	6/25/2026	20.59	3136BQDE6	FNA 2023-M6 A2	4.17%	7/1/2028	20.59		0.15
6/1/2026	6/25/2026	5,474.43	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	5,474.43		0.06
6/1/2026	6/25/2026	420.11	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	420.11		1.78

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
6/15/2026	6/15/2026	5,643.27	02007NAC2	ALLYA 2024-2 A3	4.14%	7/16/2029	5,643.27		0.38
6/15/2026	6/15/2026	8,582.55	437918AC9	HAROT 2024-1 A3	5.21%	8/15/2028	8,582.55		0.18
6/15/2026	6/15/2026	5,048.97	65479WAD6	NAROT 2024-B A3	4.34%	3/15/2029	5,048.97		0.30
6/15/2026	6/15/2026	5,625.80	43816DAC9	HAROT 2024-4 A3	4.33%	5/15/2029	5,625.80		0.52
6/15/2026	6/15/2026	3,112.03	89239TAD4	TAOT 2024-D A3	4.40%	6/15/2029	3,112.03		0.11
6/15/2026	6/15/2026	4,097.61	41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	4,097.61		0.13
6/16/2026	6/16/2026	5,739.38	38014AAD3	GMCAR 2024-4 A3	4.40%	8/16/2029	5,739.38		0.75
Total PAYDOWNS		170,169.05					170,169.05		201.37
SELL									
4/1/2026	4/7/2026	75,000.00	91282CBW0	US TREASURY N/B	0.75%	4/30/2026	75,104.89		-87.58
4/1/2026	4/7/2026	300,000.00	91282CBW0	US TREASURY N/B	0.75%	4/30/2026	300,419.55		-455.71
4/14/2026	4/20/2026	325,000.00	91282CCP4	US TREASURY N/B	0.62%	7/31/2026	322,663.01		-974.31
4/15/2026	4/20/2026	50,000.00	91282CCP4	US TREASURY N/B	0.62%	7/31/2026	49,640.46		-112.52
4/15/2026	4/20/2026	250,000.00	91282CCP4	US TREASURY N/B	0.62%	7/31/2026	248,202.32		-749.47
5/1/2026	5/6/2026	450,000.00	91282CCP4	US TREASURY N/B	0.62%	7/31/2026	447,556.45		-789.65
6/1/2026	6/4/2026	150,000.00	912828U24	US TREASURY N/B	2.00%	11/15/2026	149,002.88		300.83
6/1/2026	6/4/2026	225,000.00	912828U24	US TREASURY N/B	2.00%	11/15/2026	223,504.34		192.56

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
SELL									
6/15/2026	6/18/2026	200,000.00	912828U24	US TREASURY N/B	2.00%	11/15/2026	198,924.26		336.39
6/26/2026	6/29/2026	250,000.00	91282CCP4	US TREASURY N/B	0.62%	7/31/2026	249,979.07		-169.59
Total SELL		2,275,000.00					2,264,997.23		-2,509.05

Important Disclosures

This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation, as it was prepared without regard to any specific objectives or financial circumstances.

PFMAM professionals have exercised reasonable professional care in the preparation of this performance report. Information in this report is obtained from sources external to PFMAM and is generally believed to be reliable and available to the public; however, we cannot guarantee its accuracy, completeness or suitability. We rely on the client's custodian for security holdings and market values. Transaction dates reported by the custodian may differ from money manager statements. While efforts are made to ensure the data contained herein is accurate and complete, we disclaim all responsibility for any errors that may occur. References to particular issuers are for illustrative purposes only and are not intended to be recommendations or advice regarding such issuers. Fixed income manager and index characteristics are gathered from external sources. When average credit quality is not available, it is estimated by taking the market value weights of individual credit tiers on the portion of the strategy rated by a NRSRO.

It is not possible to invest directly in an index. The index returns shown throughout this material do not represent the results of actual trading of investor assets. Third-party providers maintain the indices shown and calculate the index levels and performance shown or discussed. Index returns do not reflect payment of any sales charges or fees an investor would pay to purchase the securities they represent. The imposition of these fees and charges would cause investment performance to be lower than the performance shown.

The views expressed within this material constitute the perspective and judgment of PFMAM at the time of distribution and are subject to change. Any forecast, projection, or prediction of the market, the economy, economic trends, and equity or fixed-income markets are based upon certain assumptions and current opinion as of the date of issue and are also subject to change. Some, but not all assumptions are noted in the report. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Opinions and data presented are not necessarily indicative of future events or expected performance.

PFM Asset Management serves clients in the public sector and is a division of U.S. Bancorp Asset Management, Inc., which is the legal entity providing investment advisory services. U.S. Bancorp Asset Management, Inc. is a registered investment adviser, a direct subsidiary of U.S. Bank N.A. and an indirect subsidiary of U.S. Bancorp. U.S. Bank N.A. is not responsible for and does not guarantee the products, services, or performance of U.S. Bancorp Asset Management, Inc. The information contained is not an offer to purchase or sell any securities. Additional applicable regulatory information is available upon request.

For more information regarding PFMAM's services or entities, please visit www.pfmam.com.

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Important Disclosures

- Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by ICE Data Services. There may be differences in the values shown for investments due to accrued but uncollected income and the use of differing valuation sources and methods. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. **Past performance is not indicative of future returns.**
- ICE Bank of America Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- **Accrued Interest:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **Agencies:** Federal agency securities and/or Government-sponsored enterprises.
- **Amortized Cost:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **Asset-Backed Security:** A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- **Bankers' Acceptance:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **Commercial Paper:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **Contribution to Total Return:** The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- **Effective Duration:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **Effective Yield:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **Interest Rate:** Interest per year divided by principal amount and expressed as a percentage.
- **Market Value:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.
- **Negotiable Certificates of Deposit:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **Par Value:** The nominal dollar face amount of a security.
- **Pass-through Security:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

Glossary

- Repurchase Agreements: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- Settle Date: The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- Supranational: A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- Trade Date: The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- Unsettled Trade: A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- U.S. Treasury: The department of the U.S. government that issues Treasury securities.
- Yield: The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- YTM at Cost: The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- YTM at Market: The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.



MALIA M. COHEN
California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	BENICIA
Account Number	98-48-074

As of 7/15/2026, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 6/30/2026.

Earnings Ratio		0.00010743238142967
Interest Rate		3.92%
Dollar Day Total	\$	2,891,774,277.30
Quarter End Principal Balance	\$	37,029,192.30
Quarterly Interest Earned	\$	310,670.20



Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

ACCOUNT STATEMENT

For the Month Ending
June 30, 2026

City of Benicia

Client Management Team

Monique Spyke

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1 California Street Ste. 1000
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spykem@pfmam.com

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Harrisburg, PA 17101-2141
1-800-729-7665
millerr@pfmam.com

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Individual Accounts

Accounts included in Statement

6125-001 City of Benicia

Important Messages

CAMP will be closed on 07/03/2026 for Independence Day (observed).

CITY OF BENICIA
JEFF TSCHUDI
250 EAST L STREET
BENICIA, CA 94510

Online Access www.camponline.com

Customer Service 1-800-729-7665



Account Statement

For the Month Ending **June 30, 2026**

Important Disclosures

Important Disclosures

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. PFM Asset Management ("PFMAM") is a division of U.S. Bancorp Asset Management, Inc. ("USBAM"), a SEC-registered investment adviser. USBAM is direct subsidiary of U.S. Bank National Association ("U.S. Bank") and an indirect subsidiary of U.S. Bancorp. U.S. Bank is not responsible for and does not guarantee the products, services or performance of PFMAM. PFMAM maintains a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, please contact Service Operations at the address below.

Proxy Voting PFMAM does not normally receive proxies to vote on behalf of its clients. However, it does on occasion receive consent requests. In the event a consent request is received the portfolio manager contacts the client and then proceeds according to their instructions. PFMAM's Proxy Voting Policy is available upon request by contacting Service Operations at the address below.

Questions About an Account PFMAM's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by PFMAM. The custodian bank maintains the control of assets and executes (i.e., settles) all investment transactions. The custodian statement is the official record of security and cash holdings and transactions. PFMAM recognizes that clients may use these reports to facilitate record keeping and that the custodian bank statement and the PFMAM statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference.

Account Control PFMAM does not have the authority to withdraw funds from or deposit funds to the custodian outside the scope of services provided by PFMAM. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Market Value Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by ICE Data Services. There may be differences in the values shown for investments due to accrued but uncollected income and the use of differing valuation sources and methods. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.

Amortized Cost The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straightline basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.

Tax Reporting Cost data and realized gains / losses are provided for informational purposes only. Please review for accuracy and consult your tax advisor to determine the tax consequences of your security transactions. PFMAM does not report such information to the IRS or other taxing authorities and is not responsible for the accuracy of such information that may be required to be reported to federal, state or other taxing authorities.

Financial Situation In order to better serve you, PFMAM should be promptly notified of any material change in your investment objective or financial situation.

Callable Securities Securities subject to redemption prior to maturity may be redeemed in whole or in part before maturity, which could affect the yield represented.

Portfolio The securities in this portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by PFMAM, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested. Actual settlement values, accrued interest, and amortized cost amounts may vary for securities subject to an adjustable interest rate or subject to principal paydowns. Any changes to the values shown may be reflected within the next monthly statement's beginning values.

Rating Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

Shares of some local government investment programs and TERM funds are distributed by representatives of USBAM's affiliate, U.S. Bancorp Investments, Inc. which is registered with the SEC as a broker/dealer and is a member of the Financial Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Board ("MSRB"). You may reach the FINRA by calling the FINRA Hotline at 1-800-289-9999 or at the FINRA website address <https://www.finra.org/investors/investor-contacts>. A brochure describing the FINRA Regulation Public Disclosure Program is also available from FINRA upon request.

Key Terms and Definitions

Dividends on local government investment program funds consist of interest earned, plus any discount ratably amortized to the date of maturity, plus all realized gains and losses on the sale of securities prior to maturity, less ratably amortization of any premium and all accrued expenses to the fund. Dividends are accrued daily and may be paid either monthly or quarterly. The monthly earnings on this statement represent the estimated dividend accrued for the month for any program that distributes earnings on a quarterly basis. There is no guarantee that the estimated amount will be paid on the actual distribution date.

Current Yield is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by

365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed. **Average maturity** represents the average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. The stated maturity date of mortgage backed or callable securities are used in this statement. However the actual maturity of these securities could vary depending on the level or prepayments on the underlying mortgages or whether a callable security has or is still able to be called.

Monthly distribution yield represents the net change in the value of one share (normally \$1.00 per share) resulting from all dividends declared during the month by a fund expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

YTM at Cost The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.

YTM at Market The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.

Managed Account A portfolio of investments managed discretely by PFMAM according to the client's specific investment policy and requirements. The investments are directly owned by the client and held by the client's custodian.

Unsettled Trade A trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.

Please review the detail pages of this statement carefully. If you think your statement is wrong, missing account information, or if you need more information about a transaction, please contact PFMAM within 60 days of receipt. If you have other concerns or questions regarding your account, or to request an updated copy of PFMAM's current disclosure statement, please contact a member of your client management team at PFMAM Service Operations at the address below.

PFM Asset Management
Attn: Service Operations
213 Market Street
Harrisburg, PA 17101

NOT FDIC INSURED

NO BANK GUARANTEE

MAY LOSE VALUE



Account Statement - Transaction Summary

For the Month Ending **June 30, 2026**

City of Benicia - City of Benicia - 6125-001

CAMP Pool

Opening Market Value	45,339,243.48
Purchases	134,040.20
Redemptions	(2,600,000.00)
Unsettled Trades	0.00
Change in Value	0.00

Closing Market Value **\$42,873,283.68**

Cash Dividends and Income 134,040.20

CAMP TERM

Opening Market Value	20,000,000.00
Purchases	0.00
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00

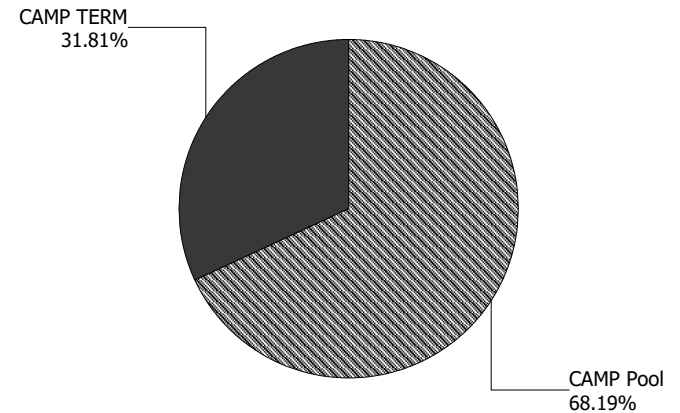
Closing Market Value **\$20,000,000.00**

Cash Dividends and Income 0.00

Asset Summary

	June 30, 2026	May 31, 2026
CAMP Pool	42,873,283.68	45,339,243.48
CAMP TERM	20,000,000.00	20,000,000.00
Total	\$62,873,283.68	\$65,339,243.48

Asset Allocation





Investment Holdings

For the Month Ending **June 30, 2026**

City of Benicia - City of Benicia - 6125-001

Trade Date	Settlement Date	Security Description	Maturity Date	Rate	Investment Amount	Estimated Earnings	Est. Value at Maturity
CAMP TERM							
12/16/25	12/17/25	TERM - California Asset Management Program Term Dec 26	12/16/26	3.7000	20,000,000.00	397,369.86	20,737,972.60
Total					\$20,000,000.00	\$397,369.86	\$20,737,972.60



Account Statement

For the Month Ending **June 30, 2026**

City of Benicia - City of Benicia - 6125-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					45,339,243.48
06/05/26	06/05/26	Redemption - Outgoing Wires	1.00	(1,600,000.00)	43,739,243.48
06/11/26	06/11/26	Redemption - Outgoing Wires	1.00	(1,000,000.00)	42,739,243.48
06/30/26	07/01/26	Accrual Income Div Reinvestment - Distributions	1.00	134,040.20	42,873,283.68

Closing Balance **42,873,283.68**

	Month of June	Fiscal YTD July-June		
Opening Balance	45,339,243.48	61,121,735.95	Closing Balance	42,873,283.68
Purchases	134,040.20	42,851,547.73	Average Monthly Balance	43,290,378.15
Redemptions (Excl. Checks)	(2,600,000.00)	(61,100,000.00)	Monthly Distribution Yield	3.77%
Check Disbursements	0.00	0.00		
Closing Balance	42,873,283.68	42,873,283.68		
Cash Dividends and Income	134,040.20	1,586,221.71		

CITY OF BENICIA
PARS Post-Employment Benefits Trust

Account Report for the Period
6/1/2026 to 6/30/2026

Jeff Tschudi
Finance Director
City of Benicia
250 East L Street
Benicia, CA 94510

Account Summary

Source	Balance as of 6/1/2026	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 6/30/2026
PENSION	\$9,755,876.35	\$1,547,857.52	-\$5,112.18	\$4,382.39	\$0.00	\$0.00	\$11,294,239.30
Totals	\$9,755,876.35	\$1,547,857.52	-\$5,112.18	\$4,382.39	\$0.00	\$0.00	\$11,294,239.30

Investment Selection

Source	
PENSION	Moderate - Strategic Blend

Investment Objective

Source	
PENSION	The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

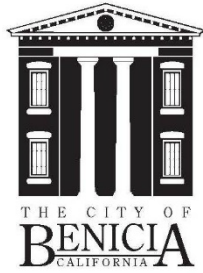
Source	1-Month	3-Months	1-Year	3-Years	Annualized Return 5-Years	10-Years	Plan's Inception Date
PENSION	-0.05%	7.22%	13.15%	11.68%	5.44%	-	10/14/2020

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees



AGENDA ITEM
CITY COUNCIL MEETING DATE – SEPTEMBER 15, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Administrative Services Director

SUBJECT : **APPROVE THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BEAUCHAINE CONSULTING GROUP, LLC FOR TYLER RESIDENT ACCESS IMPLEMENTATION**

EXECUTIVE SUMMARY:

The total compensation and scope of services for the City's existing professional services agreement with Beauchaine Consulting Group, LLC (BCG) for finance and accounting consulting services for fiscal year 2026-27 (FY27) needs to be amended. Additional services are needed to support the implementation of Tyler Resident Access, the City's online utility billing platform.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) approving the first amendment (Attachment 2) to the professional services agreement with Beauchaine Consulting Group, LLC (Attachment 3) in the amount of \$36,090 for a not to exceed total of \$121,090 and authorizing the City Manager or Administrative Services Director to execute the amendment.

BUDGET INFORMATION:

There is available budget in the FY27 Finance Department professional services account (0103100-7011) for this amendment.

BACKGROUND:

The City entered into a professional services agreement (Contract ID #27-013) with BCG on June 10, 2026, to provide audit support, financial technical assistance, and development of a project plan to implement Tyler Resident Access, the online utility billing platform. On July 7, 2026, City Council adopted the FY27 Work Plan (Attachment 4). The Work Plan identifies the online utility billing platform as a priority 2B project under the strategic goal to provide effective government services. The proposed scope of services in the contract amendment with BCG includes project management, data conversion, configuration, testing, training, and assistance with customer messaging. The services will be performed in coordination with City staff and Tyler Technologies staff. City Council approval of the contract amendment is required pursuant to Benicia Municipal Code section 3.10.030 based on the contract amount.

Beauchaine Consulting Group, LLC has successfully supported the City with complex financial projects, process changes, and implementation of programs within the Tyler Munis system. This experience is applicable to implementation of Tyler Resident Access, which will require system configuration and testing, development of new processes, and staff training. Utilizing consultant support for this project allows configuration, data conversion, and testing to proceed while City staff complete time sensitive accounting activities related to the annual financial audit and ongoing operational needs.

NEXT STEPS:

If approved, the first amendment to the professional services agreement with Beauchaine Consulting Group, LLC will be executed by the City Manager or Administrative Services Director and staff will continue working with BCG and Tyler Technologies to implement Tyler Resident Access.

ALTERNATIVE ACTIONS:

If the first amendment to the professional services agreement with Beauchaine Consulting Group, LLC is not approved, Finance Department staff would need to perform the additional implementation work with existing resources or identify another source of implementation support, which could delay implementation of Tyler Resident Access and the City Council's Online Utility Billing Platform priority project.

CEQA Analysis	This action is exempt from the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), the "general rule" exemption, which states that where it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment, the activity is exempt from CEQA.
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ATTACHMENTS:

1. Resolution – First Amendment to Agreement – Beauchaine Consulting Group, LLC
2. First Amendment to Agreement with Beauchaine Consulting Group, LLC
3. Professional Services Agreement with Beauchaine Consulting Group, LLC
4. Fiscal Year 2026-27 Work Plan

For more information contact: Jeff Tschudi, Administrative Services Director

Phone: 707-746-4222

E-mail: jtschudi@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BEAUCHAINE CONSULTING GROUP, LLC FOR TYLER RESIDENT ACCESS IMPLEMENTATION

WHEREAS, the City entered into a professional services agreement (Contract ID #27-013) with Beauchaine Consulting Group, LLC (“BCG”) on June 10, 2026, for finance and accounting consulting services, including development of a project plan to implement Tyler Resident Access; and

WHEREAS, on July 7, 2026, the City Council adopted the Fiscal Year 2026-27 Work Plan, which identifies the Online Utility Billing Platform as a Priority 2B project under the strategic goal to Provide Effective Government Services; and

WHEREAS, the City is now moving from planning into implementation of Tyler Resident Access, the City’s Online Utility Billing Platform, and additional consulting services are needed to support implementation of the project; and

WHEREAS, the proposed First Amendment adds implementation services, including project management, data conversion and import, configuration, testing, training, resource and staffing coordination, and assistance with customer messaging; and

WHEREAS, the proposed First Amendment increases the agreement by \$36,090, from \$85,000 to a total not to exceed amount of \$121,090; and

WHEREAS, Beauchaine Consulting Group, LLC has successfully supported the City with complex financial projects, system and process improvements, and implementation of new procedures, and has been involved in planning for the implementation of Tyler Resident Access.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the First Amendment to the professional services agreement with Beauchaine Consulting Group, LLC in the amount of \$36,090, for a total not to exceed amount of \$121,090, and authorizes the City Manager or Administrative Services Director to execute the amendment.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 15th day of September 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

Contract ID #27-013

CITY OF BENICIA

250 East L Street, Benicia, CA 94510

AGREEMENT FOR PROFESSIONAL SERVICES

(\$50,000 or more)

Beauchaine Consulting Group - Consulting Services (Fiscal Year 2026-2027)

June 10, 2026

1. Agreement

1.1. Identification of Consultant

Name: Beauchaine Consulting Group, LLC

Address: P.O. Box 314, Fortuna, CA 95540

Type of Entity: Limited Liability Company

License Numbers: N/A

1.2. Description of Consultant's Services

Services are as described in Exhibit A Scope of Services.

1.3. Compensation for Consultant's Services

Time and materials, per schedule of rates and charges included in Exhibit B, with a guaranteed not to exceed price of **\$85,000**.

1.4. Schedule for Performing Consultant's Services

Services shall commence and complete by the following dates:

Commencement Date: Wednesday, July 1, 2026

Completion Date: June 30, 2027

1.5. Terms and Conditions

Consultant shall perform the Services identified herein, in accordance with all provisions of this Agreement including Consultant Client Service Engagement Letter, which is attached hereto as Exhibit B. Consultant acknowledges its opportunity to negotiate all provisions of this Agreement.

Title: Beauchaine Consulting Group - Consulting Services (Fiscal Year 2026-2027)
#27-013

1.6. Use Agreement

The Contract ID number (27-013) must appear on all invoices and correspondence. Send invoices to Jeff Tschudi, jtschudi@ci.benicia.ca.us, and include CC to accountspayable@ci.benicia.ca.us, immediately upon performance.

2. **Agreement Terms and Conditions**

2.1. Article 1 - Terms of Performance

This is an Attachment to the Agreement for Professional Services Agreement dated June 10, 2026 ("Agreement") between Owner and Consultant, as described therein, for the provision of professional services ("Services").

1.01 Agreement Force and Effect. The provisions of this Agreement constitute the entire agreement between the Consultant and Owner regarding the Services, shall supersede all other prior purchase orders/agreements between Consultant and Owner with respect to the Services, and shall control over any inconsistent provisions in any Consultant-prepared exhibits hereto. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this Agreement. Owner is not responsible for Services rendered without the authority of an Agreement on this form.

1.02 Performance of Services. Consultant represents that it possesses the requisite training, licenses and permits necessary to perform the Services, and that its performance of the Services shall conform to the standard of practice of a professional having specific experience and expertise in professional services of like nature and complexity of the Services.

1.03 Progress and Coordination. Upon Owner's request, Consultant shall provide Owner with progress submittals showing status of Services, at times and increments as Owner may reasonably request, and shall provide Owner with a progress schedule for performance of the Services, at times and in a level of detail as Owner may reasonably request. Consultant shall coordinate with Owner and authorities with jurisdiction as necessary to perform the Services. Time is of the essence in the performance of the Services.

1.04 Plans, Specifications, Reports, Deliverables. Work product under this Agreement shall be professional in appearance, comply with the requirements of this Agreement and with design criteria established by Owner, applicable laws and codes, and with all applicable professional standards. Services shall meet this standard within the agreed compensation and schedule; services necessary to correct work product, errors or omissions in work product, shall not entitle Consultant to an increase in compensation.

1.05 No Waivers. The granting of any payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall not limit or waive Consultant's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way limit or modify that party's right thereafter to enforce or compel strict compliance with every provision hereof.

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#27-013

1.06 Modifications. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Consultant. Consultant's authorized representative is the individual signing this Agreement unless Consultant otherwise informs Owner in writing.

1.07 Payment Requests. Consultant shall submit all billings with all necessary invoices, time records, deliverables, or other appropriate evidence of performance, after which Owner shall make payment at the earliest practicable time. If requested by Owner to facilitate the payment process and track progress, Consultant shall provide Owner with an itemization of its compensation according to a Work Breakdown Structure ("WBS") in a form Owner supplies or approves (at Owner's option), that defines all Agreement tasks (Consultant's and Subconsultants'), along with a project schedule defining the time line for each task, a project budget defining the planned man-hours and costs for each task, and a schedule of deliverables defining each deliverable to be provided to Owner.

1.07.001 Standard Payment Terms. Billing will occur upon completion of work. Payment is expected within 30 days. Consultant has the option to invoice for services or reimbursables no more than once per week. Payment shall be in accordance with the project-specific scope of work for work performed, not a retainer or equal monthly payments. Statement will generally describe the services performed and applicable rate or rates. Statements for reimbursement should include a reasonable itemization of requested compensation.

1.08 Scope of Compensation. Agreed method of compensation shall be full compensation for all Services required, performed or accepted under this Agreement, and Consultant shall not be entitled to compensation or reimbursement beyond or outside of agreed compensation. If Consultant previously commenced services within the scope of the Services, then the services performed and the compensation paid shall be subject to the terms of this Agreement.

1.09 Additional Services. Payment for Additional Services beyond those included in the scope of services and not to exceed amount shall require a written addendum or amendment, negotiated and signed by the Consultant and Owner prior to commencing work of Additional Services, providing for the scope, schedule and terms of compensation.

2.2. [Article 2 - Legal and Miscellaneous](#)

2.01 No Assignment. Consultant shall not subcontract any portion of the Services or otherwise assign this Agreement without prior written approval of Owner, and Consultant shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment.

2.02 Records and Audit. At Owner's request, Consultant shall make available to Owner, its authorized agents, officers, or employees, for audit, photocopy or compilation, any and all ledgers, books of accounts, invoices, payrolls, vouchers, cancelled checks, correspondence, internal memoranda, calculations, drafts, and other records or documents evidencing or relating to the performance of the Services (hard copy or electronic), expenditures and disbursements charged to Owner in connection with the Services. Consultant shall maintain such documents for at least three (3) years following completion of the Services. Such rights shall be specifically enforceable.

2.03 Independent Contractor. Consultant is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Consultant is not entitled to any benefits that Owner provides to

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Owner employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Consultant's provision of Services, not the means, methods, or scheduling of the Consultant's work. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. Consultant shall pay all payroll taxes imposed by any governmental entity and shall pay all other taxes not specifically identified in this Agreement as Owner's responsibility.

2.04 Indemnity/Liability. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), each party shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold harmless the other party, its officers, directors, officials, agents, employees, and volunteers (collectively, "Indemnitees") from and against any and all claims, suits, expenses, liability, cause of action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of each party or their Subconsultants), of every kind, nature, and description, at law or equity, (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) (collectively "Liabilities"), that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of the other party, any Subconsultant, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with other parties regarding unpaid defense costs. Such obligations to indemnify, defend, hold harmless the Indemnitees shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnatee but shall apply to all other Liabilities.

2.05 Conflict of Interest. Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, Consultant represents to and agrees with Owner that Consultant has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing Owner services hereunder, including but not limited to, any interest (financial, share ownership, shared management, shared directors, or reporting responsibilities) Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to potential suppliers, vendors, consultants, contractors, or regulatory agency) which may have an interest in the subject matter of the Services.

2.06 Confidentiality. Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for Owner, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify Owner in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to Owner hereunder.

2.07 Ownership of Results. Any interest (including copyright interests) of Consultant or its contractors or subconsultants (together, "Subconsultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its

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Subconsultants in connection with the Services, shall become the property of Owner. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of Owner. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to Owner all copyrights to such works. With Owner's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. As respects Consultant's standard details and proprietary design instruments of service (not specific to this Agreement), however, Owner shall have only a non-exclusive but otherwise unrestricted license to use the materials prepared in connection with this Agreement.

2.08 Non-Discrimination Policy. Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all City and Owner ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by Owner to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that Owner has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

2.09 Termination and Suspension. (i) Owner may, with or without cause, direct Consultant to suspend, delay or interrupt Services, in whole or in part, for such periods of time as Owner may determine in its sole discretion. (ii) Owner may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of Owner's written notice to Consultant demanding such cure, in which case Consultant shall be liable to Owner for all loss, cost, expense, damage and liability resulting from such breach and termination. (iii) Owner may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever Owner determines that such termination is in Owner's best interests, in which case Consultant shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Agreement would otherwise provide, but may recover no other cost, damage or expense. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Agreement.

2.010 Execution; Venue; Limitations. This Agreement shall be deemed to have been executed in the City where the Project is located. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for

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Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

2.011 Intellectual Property Indemnification. Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work or intellectual property owned by others. Consultant shall defend, indemnify and hold harmless the City from all Liabilities, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in arising from or relating to Consultant's services provided to the City under this Agreement.

2.3. Article 3 - Construction of Agreement

3.01 Headings. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

3.02 Modifications. Modifications to this Attachment "B" Agreement Terms and Conditions shall not be effective unless approved and initialed by Owner's legal department or Contracts Manager.

2.4. Article 4 - Consultant's Proposal and Other Consultant-Prepared Documents

4.01 Exhibit A. Exhibit A consists of Consultant-prepared documents (e.g., Consultant's proposal, if any) attached to this Agreement for reference only, defining further the scope of Consultant's scope of Services hereunder.

4.02 Complementary Construction. This Agreement, its exhibits (including but not limited to the attached Exhibit A) are deemed complementary; what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing Owner with the broader scope of services shall have precedence.

4.03 Modifications. Exhibit A may not supplement, contradict or qualify section Agreement Terms and Conditions, except as listed below and initialed by a member of Owner's legal department or Owner's Contracts Manager.

4.04 Named Personnel and Subconsultants. It is recognized that the named personnel and Subconsultants in the Agreement are not bound by personal employment contracts to Consultant, however, Consultant agrees that reassignment of any of the named personnel or Subconsultants during the Services requires prior written approval of Owner, which approval shall not be unreasonably withheld. Under no circumstances may Consultant replace personnel or Subconsultants with less qualified or less experienced personnel, without Owner's written consent, which may be withheld by Owner on a reasonable belief of good cause.

END OF TERMS AND CONDITIONS SECTION

3. Insurance Requirements

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#27-013

3.1. Insurance Requirements

This is an Attachment to the Agreement for Professional Services Agreement dated June 10, 2026 ("Agreement") between Owner and Consultant, as described therein, for the provision of professional services ("Services").

3.2. Consultant's Duty to Show Proof of Insurance

Prior to the execution of this Agreement, Consultant shall furnish to City satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to City and with an insurance carrier satisfactory to City, authorized to do business in California and rated by A. M. Best & Company A- or better, financial category size VII or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable.

3.3. Commercial General Liability Insurance

Commercial general liability insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than Two Million Dollars (\$2,000,000) general aggregate and One Million Dollars (\$1,000,000) each occurrence.

3.4. Workers' Compensation Insurance

Workers' Compensation Employers' Liability limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) per disease and One Million Dollars (\$1,000,000) aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

3.5. Professional Liability Insurance

Professional Liability Insurance, either limits of not less than One Million Dollars (\$1,000,000) each occurrence or claim and Two Million Dollars (\$2,000,000) aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services

3.6. Additional Insured / Waiver of Subrogation

Consultant shall include City, its City Council members, officers, officials, agents, employees and volunteers as Additional Insureds under the General Liability and Auto policies, and shall supply specific endorsements for same. The Additional Insured endorsement under the General Liability policy will be

Title: Beauchaine Consulting Group - Consulting Services (Fiscal Year 2026-2027)
#27-013

the Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization ISO Form CG2010 with the current applicable revision date. It is acceptable that the Additional Insured endorsement to provide “where required by written contract.” Consultant shall obtain a specific endorsement to its workers’ compensation insurance policy waiving all rights of subrogation against the City, its officers, officials, agents, employees and volunteers.

- A. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.
- B. Written notice of cancellation of the policies shall be mailed to City thirty (30) days in advance of the effective date thereof.
- C. Insurance shall be primary insurance and no other insurance or self insured retention carried or held by any named or additional insureds other than that amount Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.
- D. Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above.
- E. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.

If Consultant fails to maintain any required insurance, City may take out such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

End of Insurance Requirements Section

Title: Beauchaine Consulting Group - Consulting Services (Fiscal Year 2026-2027)
#27-013

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

“Beauchaine Consulting Group, LLC”

Signed by:
By: Stephanie Beauchaine
D9C74FECE27B457...
Its: Managing Member

“City”

DocuSigned by:
By: Mario Giuliani
9FA31784A98E490...
Its: City Manager

“City Attorney”

Signed by:
By: Ben Stock
3294F30F0AD74E3...
Its: City Attorney

Exhibits List

A - Scope of Services City of Benicia Contract FY 2027

B - Engagement Letter FY 2026-27 -DISCOUNT RATES No Indemnity

Exhibit A

Scope of Services City of Benicia Contract FY 2027



Exhibit A Scope of Services

Provide the City of Benicia with general finance and accounting support, through Principal Consultant Stephanie Beauchaine, at the request of the City Finance Department, including the following tasks:

1. Audit Support and Technical Assistance
 - a. Capital Assets
 - b. Loans/SBITAS
 - c. Debt
 - d. Grants
 - e. Audit Management Support
2. Develop a project plan to implement Tyler Resident Access
3. General accounting and finance support as needed
4. Other tasks as mutually agreed

Exhibit B

**Engagement Letter FY 2026-27 -DISCOUNT RATES
No Indemnity**



Client Services Engagement Letter

We are pleased to have the opportunity to provide public management consulting services to your organization. This letter is intended to confirm the terms upon which Beauchaine Consulting Group, LLC will provide professional services to your organization.

1. Professional Services: Our goal is to provide your team with high quality public management consulting services, on schedule, and at a reasonable cost. Although we will do our best to serve you effectively, we cannot guarantee a specific outcome on any given project or endeavor. Nor do we guarantee that any particular result will be attained by us.

2. Reliance: In the course of providing consulting services to your organization, we may be reliant on your team to provide us with accurate and detailed information, from which we will base our strategy, recommendations, or calculations. We are not responsible for any adverse impacts of strategy decisions or calculations made due to the omission of information.

In some circumstances we may find that certain figures, supporting documents, or historical information that we would ordinarily rely upon are unavailable. In this circumstance, we will discuss the matter with your team and together decide upon a course of action. In such circumstances, we are not responsible for any adverse impacts that may arise from recommendations, calculations, or strategies derived without the information from which we ordinarily rely upon.

3. Hourly Fees: Generally, our fees for services are calculated based upon the applicable hourly rates for those professionals who perform the work-at-hand. Our schedule of hourly rates for such personnel is based on experience, education, training, and skill. Our FY24-25 Schedule for [CLIENT NAME] has been revised to reflect a discount rate for local and current clients at the time of our rate increase July 1, 2024:

Position	Billable Rate
Consultant	\$ 225.00
Investigator	\$ 225.00
Accounting Manager	\$ 175.00
Senior Accountant	\$ 150.00
Accountant	\$ 125.00
Analyst	\$ 125.00
Admin	\$ 100.00
*\$35 per hour may be added for onsite work	



4. Costs: While rendering services pursuant to this engagement, it may be necessary for us to incur expenses for items such as special delivery services, copying, and or supplies. These costs may include a 5% mark-up to cover our costs associated with providing the billed service or product to your team.

5. Expert Testimony: In the event of any legal or other controversy where your organization (client) requests the services of our team (consultant) in providing expert testimony, deposition, or participation in any investigation in connection with this engagement, except to the extent such suits or claims by third parties against the client arise out of errors or omissions of the consultant, the client shall pay the hourly charges for such services provided, including costs of preparation and travel on a time-and-material basis. Costs associated with testimony and preparation are not subject to any compensation caps established in this or any other agreement, and this provision shall survive the suspension or termination of the engagement.

6. Invoices: Our invoices are prepared and mailed as services or expenses are incurred, on a weekly, bi-weekly, or monthly basis depending on the volume of work performed, with a net-30 term. Timely payment of invoices ensures resources remain available for your engagement.

7. Late Payments: If you fail to make payment on invoices in full on, or before the due date set forth on the invoice, we reserve the right to assess a monthly service charge equal to 3% of all fees and expenses which are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than permitted by any applicable law. We also reserve the right to apply funds held as retainer against any past due amounts.

8. Retainer: We may require a retainer or advance payment before commencing work on your behalf. In most cases, the retainer amount is calculated to cover initial consultation fees, miscellaneous expenses, advance travel arrangements, or mobilization costs for onsite work. The retainer for your project is \$0.

9. Warranties: During our engagement, we may recommend the purchase and installation of software or hardware, or we may recommend additional professional service providers to your team. We make no assurances or guarantee of any products or services referred, aside from any warranty or guarantee that may be provided by the vendor directly.

10. Termination: You have the right to terminate our services at any time. We have the same right, subject to a professional and ethical obligation to provide reasonable notice for your team to arrange for alternative support.

11. Confidentiality: We treat all aspects of our client relationships as confidential and will gladly provide or sign appropriate non-disclosure agreements as requested.



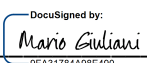
12. Other Matters: Unless we otherwise agree, the terms and conditions of this letter will apply to all matters for which you engage us. If you have any questions or concerns about the terms of this Standard Engagement Letter, please contact us immediately.

Please acknowledge your receipt of this Letter, and your agreement with the terms and conditions set forth by signing below.

Organization Name: City of Benicia

Billing Address: 250 East L Street, Benicia CA 94510

By: Mario Giuliani

Signature: 

Title: City Manager Dated: 6/23/2026

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into September 15, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Beauchaine Consulting Group, LLC, a Limited Liability Company, with its primary office located at P.O. Box 314, Fortuna, CA 95540, (hereinafter "CONSULTANT"), is made with reference to the following:

1. Recitals

A. On June 10, 2026, an agreement identified as Contract ID # 27-013 was entered into by and between CITY and CONSULTANT, ("Agreement"); and

B. CITY and CONSULTANT desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Services Being Provided

Services Consultant Agrees to Perform paragraph of the Agreement is modified to include:

In addition to the services set forth in the Agreement, Consultant shall perform the additional services related to the implementation of Tyler Resident Access as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$36,090, for a new total amount not to exceed \$121,090.

2.3. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on September 15, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"Beauchaine Consulting Group, LLC"

By: Stephanie N. Beauchaine  Digitally signed by Stephanie N. Beauchaine
Date: 2026.09.01 15:54:32 -07'00'

Its: Managing Member

"City"

By: _____

Its: _____

"City Attorney"

By: _____

Its: City Attorney

Exhibits List

A - Scope of Services Consulting Services Agreement FY 2026-2027 - Resident Access

Exhibit A

Scope of Services Consulting Services Agreement FY 2026-2027 - Resident Access

Exhibit A Scope of Services

Provide the City of Benicia with professional consulting services to support the implementation of Tyler Resident Access, through Principal Consultant Stephanie Beauchaine as follows:

1. Implementation Support for Tyler Resident Access
 - a. Project management
 - b. Data conversion/import
 - c. Configuration
 - d. Testing
 - e. Training
 - f. Resource and Staffing coordination
 - g. Assistance with customer messaging

Services will be performed in coordination with City staff and Tyler Technologies, and may be adjusted as necessary throughout the project based on implementation needs and the direction of the City. Services will be provided on a time-and-materials basis, not to exceed \$36,090

Exhibit A
Scope of Services
(Continued)

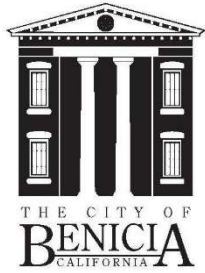
Project Cost Estimate

<u>Session</u>	<u>Description</u>	<u>Hours</u>	<u>Cost</u>
Resident Access 300	Current State vs Future State	8	1,800
Resident Access	Data Conversion - Meters, Customers, etc.	40	9,000
Resident Access 400	RA Configuration	8	1,800
Resident Access 500	RA Configuration	8	1,800
Resident Access 600	RA Train and Test	8	1,800
Resident Access 700	RA Train and Test	8	1,800
End User Training	End User Training	1	225
End User Training	End User Training	1	225
Tyler Payments	Admin Center & Permissions	2	450
Tyler Payments	Cashiering Configuration & Testing - Test	2	450
Tyler Payments	Cashiering Configuration & Testing - PROD	2	450
Tyler Payments	IVR Configuration- TEST	2	450
Tyler Payments	RA Configuration - TEST	2	450
Tyler Payments	RA Configuration - PROD	2	450
Tyler Payments	Utility Access Configuration - TEST	2	450
Tyler Payments	Utility Access Configuration - PROD	2	450
Tyler Payments	End Users Payments Portal and Cashiering Reconciliation	2	450
Tyler Payments	GO-LIVE!	12	2,700
Tyler Payments	Reconciliation Training	2	450
Consulting	Customer Messaging Campaign - Support City	8	1,800
Contingency	20%	38.4	8,640
Total		160.4	36,090

	A	B	C	D	E	F
1	FY 2026-2027 Work Plan					
2	Strategic Plan Goal Name	Priority	Work Plan Goal Objectives (Projects)	Project Phases	Workload	Department
3	Achieve Financial Stability	1	City response to the Benicia Valero Refinery closure	Action: Work with Valero, California Energy Commission, and Signature Development Group	Heavy	All
4	Achieve Financial Stability	1	Priority Based Budgeting Implementation	Action: Complete each necessary phase (e.g. program inventory, program costs and revenue allocation, program impacts, scoring, etc.) Action: Conduct community engagement to receive community input on priority programs Action: Receive program insights report including potential savings and reallocation recommendations for each program.	Heavy	All
5	Achieve Financial Stability	2A	Business License Tax Update	Action: Identify recommended code changes with EDB and assess fiscal impacts Action: Finalize analysis and recommended code changes Action: Council review proposed code changes Action: Code changes for voter consideration on November 2026 ballot	Moderate	City Manager's Office - Economic Development
6	Achieve Financial Stability	2A	Limited Charter and Real Property Transfer Tax	Action: Receive input from key stakeholders Action: Council review proposed charter and code changes Action: Finalize analysis and recommended real property transfer tax rate structure Action: Code changes for voter consideration on November 2026 ballot	Moderate	City Manager's Office
7	Maintain Community Infrastructure	2A	Port of Benicia Facilities and Infrastructure Modernization Planning Grant	Action: Consultant, in collaboration with staff and Amports, prepares multiple reports for: Existing Conditions, SWOT Analysis, Port demand and capacity, transportation and circulation analysis, decarbonization and resiliency pathways, and capital improvement plan. - DONE Action: Update Industrial Design Guidelines and Zoning Ordinance Amendments Action: Complete CEQA Environmental Review Process for the Plan for Council certification. Action: City Council adoption of Final Port of Benicia Facilities and Infrastructure Modernization Plan	Heavy	City Manager's Office/Development Services/Public Works

	A	B	C	D	E	F
2	Strategic Plan Goal Name	Priority	Work Plan Goal Objectives (Projects)	Project Phases	Workload	Department
8	Maintain Community Infrastructure	2A	Utility (water and wastewater) Condition Assessments	Action: RFQ/RFP - DONE Action: Inventory and inspection/evaluation Action: Report	Heavy	Public Works
9	Promote Community Health and Safety	2B	Bay Area Air District REPAIR Grant	Action: After award announcements, complete all necessary grant contract agreements Action: Refine implementation work plans (5-year for catalyst grant and 3-year for opportunity grant)	Moderate	City Manager's Office/Development Services/Public Works
10	Expand Economic Development	2B	Diversity Art – Mural	Action: Locate City approved location for mural - DONE Action: Cost estimate for Art Project - DONE Action: Apply for grant funds - IN PROCESS Action: Go through the art approval process with the Arts & Culture Commission Action: Go to City Council for approval of the art project Action: Art work done by students and local artists Action: Installation of mural (2027 project)	Moderate/Heavy	Community Services
11	Provide Effective Government Services	2B	Online Utility Billing Platform	Action: Configuration Action: Testing Action: Public Information Outreach and Implementation	Moderate	Finance
12	Maintain Community Infrastructure	2B	Southern Pacific Depot Project	Action: Design Action: Bid project Action: Award Action: Construction		
13	Maintain Community Infrastructure	2B	Raw Water Transmission Line	Action: Continue to work with FEMA for reimbursement - DONE Action: Complete design - DONE Action: Bid- IN PROCESS Action: Construction	Heavy	Public Works
14	Maintain Community Infrastructure	2B	Facility Needs Assessment	Action: RFQ/RFP - DONE Action: Facility inventory and inspection/evaluation Action: Report	Heavy	Public Works
15	Provide Effective Government Services	2B	Solid Waste and Recycling Franchise Agreement	Action: Obtain consultant for RFP process - DONE Action: RFP award by June 2026, contract expires June 2027	Moderate	Public Works

	A	B	C	D	E	F
2	Strategic Plan Goal Name	Priority	Work Plan Goal Objectives (Projects)	Project Phases	Workload	Department
				Action: Financial plans and cost of service rate design March-Sept 2026 Action: Draft and final report Aug-Dec 2026 Action: Notices, council meetings and prop 218 hearing Action: New rates effective March 1, 2027	Moderate	Public Works
16	Provide Effective Government Services	2B	Water Rate Study and Increase	2026 Action: Draft and final report Aug-Dec 2026	Moderate	Public Works
17	Provide Effective Government Services	2B	Sewer Rate Study and Increase	Action: Scan Building Safety Files - IN QC Action: Scan Planning Division Files- IN PROGRESS Action: Scan Clerk/CMO/CAO Files - IN PROGRESS Action: Scan Additional Files (TBD)	Heavy	Development Services/City Manager's Office
18	Provide Effective Government Services	2C	Improve Transparency/Searchability with Documentation (Complete Laserfiche)	Action: Contract with consultant for Grants (EVCS) - Contract never awarded, items included in Catlyst grant application Action: Infrastructure assessments for city owned property, and private property Action: Install	Moderate/Heavy	Public Works/City Manager's Office
19	Promote Community Health and Safety	2C	Electric Vehicle Charging	Action: Incorporate into the FY27-28 citywide pavement program	Moderate	Public Works
20	Maintain Community Infrastructure	2C	AB 413 Parking Regulations in Benicia Downtown	Action: Grant submitted March 2025- DONE Action: Secure Funds (project total ~\$6 M) Action: Tentative Project in FY 28/29	Moderate/Heavy	Public Works
21	Promote Community Health and Safety	2D	Benicia Abandoned Vessel and Marine Debris Removal			
22						
23	Priority Definitions					
24	1 Top 2 priorities for FY 26-27					
25	2A In progress or getting underway, and will be completed by November 2026					
26	2B In progress or getting underway, and will be completed by June 2027 (FY 26-27)					
27	2C In progress or getting underway, and will be completed by June 2028 (FY 27-28)					
28	2D In progress or getting underway, and will be completed on or after June 2029 (FY 28-29)					
29						
30	Workload					
31	Light					
32	Medium					
33	Heavy					



AGENDA ITEM
CITY COUNCIL MEETING DATE – SEPTEMBER 15, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Assistant City Manager

SUBJECT : **APPROVAL OF AGREEMENT WITH TRB + ASSOCIATES, INC.
FOR DEVELOPMENT REVIEW SUPPORT SERVICES**

EXECUTIVE SUMMARY:

The Development Services Department requires development review support services from TRB + Associates, Inc. (TRB) for technical review of the Rose Estates development application. The requested action would establish a new contract to continue services previously authorized in 2024 and provided under a prior agreement.

RECOMMENDATION:

Adopt a resolution (Attachment 1) approving the Agreement with TRB + Associates, Inc. (Attachment 2) for Rose Estates Development Review Support Services in an amount not to exceed \$345,000 and authorizing the City Manager or Administrative Services Director to execute the Agreement on behalf of the City.

BUDGET INFORMATION:

Costs associated with the Rose Estates project are reimbursable under the City's Master Fee Schedule and the executed cost recovery agreement with the project applicant. No General Fund contribution or additional budget appropriation is required. All costs incurred under the Agreement will be charged against the developer deposit maintained in account 3500000-2257.

BACKGROUND:

In April 2024, the City retained TRB to provide development review support services for the Rose Estates development application under its existing, competitively procured Master Services Agreement. The contract included review of the application with respect to three disciplines: Engineering, Fire and Building Safety. The firm has developed substantial familiarity with the project, its setting, and applicable standards and codes.

The requested action would authorize an Agreement that retains TRB for ongoing project review as part of a sole source procurement that meets criteria outlined in BMC 3.10.030(C), which states that contracts for services from a sole source provider more than \$100,000 shall be awarded by City Council. The proposed Agreement would

provide services that are a continuation of, and directly related to, TRB's prior project-specific work. No other consultant would possess the same existing knowledge of the project and its prior technical review without first duplicating substantial research and review. As such, TRB is the only consultant reasonably positioned to provide the services and promote consistency in the City's technical review, avoid unnecessary duplication, and allow the requested work to be completed more efficiently and cost-effectively.

Under the proposed Agreement, TRB will provide multidisciplinary technical review support for the Rose Estates project in the areas of Engineering and Public Works, Fire, and Building Safety. Services include review of the tentative map and associated technical materials, inclusive of transportation, fire access, easements and rights-of-way, utilities, on- and off-site improvements, geotechnical conditions, grading, drainage, stormwater, utilities and construction planning through entitlement review (i.e., active development application for tentative map and design review).

NEXT STEPS:

If approved, the Agreement will be routed for signature.

ALTERNATIVE ACTIONS:

The City Council may decline to approve the Agreement. This alternative would result in delays to determine an alternate procurement process and potentially impact the City's capacity to complete technical review on a forthcoming project submittal.

CEQA Analysis	Agreement is an administrative activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment and is therefore not a project under California Environmental Quality Act Guidelines section 15378(b)(5)
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ATTACHMENTS:

1. Resolution - TRB - Rose Estates Development Review Support Services
2. Agreement - TRB - Rose Estates Development Review Support Services

For more information contact: Suzanne Thorsen, Assistant City Manager

Phone: 707.746.4280

E-mail: sthorsen@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING AN AGREEMENT WITH TRB + ASSOCIATES, INC. FOR DEVELOPMENT REVIEW SUPPORT SERVICES IN AN AMOUNT NOT TO EXCEED \$345,000 AND AUTHORIZING THE CITY MANAGER OR ADMINISTRATIVE SERVICES DIRECTOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City requires multidisciplinary technical review support for the Rose Estates development application in the areas of Engineering and Public Works, Fire and Building Safety; and

WHEREAS, in April 2024, the City retained TRB + Associates, Inc. ("TRB") to provide technical services for the development application, through which TRB developed substantial familiarity with the project, its setting, and applicable codes and standards; and

WHEREAS, the contract will retain TRB for ongoing professional services related to development review, avoid the duplication of work and the time and expense associated with bringing a new consultant up to speed, and allow the City to build upon the technical review already completed; and

WHEREAS, based on TRB's specialized qualifications, ongoing project involvement, and specific knowledge, an exception to the competitive solicitation requirements is appropriate pursuant to Benicia Municipal Code section 3.10.030(C); and

WHEREAS, the Agreement provides for entitlement review professional services on a time-and-materials basis in an amount not to exceed \$345,000; and

WHEREAS, all costs incurred under the Agreement will be funded through the project applicant's developer deposit account pursuant to the City's Master Fee Schedule and the executed cost recovery agreement, with no General Fund contribution or additional budget appropriation required; and

WHEREAS, approval of the Agreement is an administrative activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment and is therefore not a project under California Environmental Quality Act Guidelines section 15378(b)(5).

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby:

1. Approves an exception to the City's competitive solicitation requirements pursuant to Benicia Municipal Code section 3.10.030(C);

2. Approves the Agreement with TRB + Associates, Inc. for Rose Estates entitlement development review support services in an amount not to exceed \$345,000; and
3. Authorizes the City Manager or Administrative Services Director to execute the Agreement on behalf of the City.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 15th day of September 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

Contract ID # 27-059

PROFESSIONAL SERVICES AGREEMENT**(\$50,000 OR MORE)****BETWEEN****CITY OF BENICIA AND**

TRB + Associates, Inc.

This Professional Services Agreement (the "Agreement") is dated September 15, 2026, and is by and between the City of Benicia, a political subdivision of the State of California ("City") and TRB + Associates, Inc., located at 3180 Crow Canyon Place, Suite 216, San Ramon, California 94583, a California Corporation, licensed to do business in California, ("Consultant") relating to Rose Estates Entitlement Review Support Services ("Services").

Recitals

WHEREAS, City wishes to retain Consultant to provide Rose Estates Entitlement Review Support Services and related services;

WHEREAS, Consultant was selected by means of City's consultant selection process, and represents that they possess all necessary training, licenses and permits to perform the services required by City as set forth in this Agreement, and that their performance of such services will conform to the standard of practice consistent with a firm having experience, expertise and skill in performing professional services of like nature and complexity working on similar, successfully completed projects;

WHEREAS, Government Code section 53060 permit the City to enter into agreements for professional temporary services with individuals specially trained, licensed, experienced and competent to perform those services; and

WHEREAS, the services proposed in this Agreement are professional and temporary in nature.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

1. Agreement**1.1. Definitions**

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

- A. **Agreement:** This Agreement consists of this Agreement, together with all exhibits and appendices and other documents incorporated herein by reference.

- B. **Consultant:** TRB + Associates, Inc.
- C. **City:** City of Benicia
- D. **Project:** Rose Estates Entitlement Review Support Services, 27-059
- E. **Services:** All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, building information modeling, coordination, and administrative services. Services that may be required, dependent on Project needs, are further described in the appendices.
- F. **Subconsultants:** Consultant's subconsultants, contractors and subcontractors, of any tier.

1.2. Term of Agreement

- A. This Agreement will conclude on September 14, 2031 unless it is extended in accordance with paragraph B below.
- B. This Agreement may be extended by mutual agreement of the parties hereto. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation.

1.3. Services Consultant Agrees to Perform

- A. Consultant shall perform all Services described in Exhibit A, and provide all Deliverables described in Exhibit A, attached hereto and incorporated by reference as though fully set forth herein.
- B. Consultant may recover compensation for extended services as set forth in Exhibit A, in conformance with the City's Purchasing Policy and Benicia Municipal Code.
- C. Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, Consultant shall apply such additional manpower and resources as necessary without Additional Services Compensation to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement. Excusable Delays include acts of God, acts of the public enemy, and delays beyond Consultant's reasonable control as determined at the sole discretion of City.

1.4. Compensation

- A. City shall compensate Consultant according to the policies and procedures established by City. The opinion of probable cost for the Entitlement Review Phase is \$345,000. Notwithstanding any language in this proposal, Consultant's total compensation under the Agreement shall not exceed \$345,000 without a fully approved and executed contract amendment or change order.

- B. Consultant may request an annual adjustment to its Rate Schedule, effective no earlier than July 1, 2027, in an amount not exceeding five percent (5%) or the February annual change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward area, whichever is lower. Any adjustment must be authorized in writing by the City before becoming effective, shall apply prospectively only, and shall not increase the Agreement's maximum compensation without an approved amendment or change order.
- C. Billing will occur upon completion of work. Payment is expected within 30 days. Consultant has the option to invoice for services or reimbursables no more than once a month. Payment shall be in accordance with the project-specific scope of work for work performed, not a retainer or equal monthly payments. Statement will generally describe the services performed and applicable rate or rates. Statements for reimbursement should include a reasonable itemization of requested compensation.
- D. City shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until City receives all deliverables required under Exhibit A, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then City may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon City. City shall not be liable for, and Consultant shall not be entitled to, any payment for Services performed before this Agreement's execution.
- E. City will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). City will make payment for questioned amount(s) upon City's receipt of any requested documentation verifying the claimed amount(s) and City's determination that the amount is due under the terms of this Agreement. City shall advise Consultant, in writing, within 15 calendar days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of City including, without limitation, Consultant's transmittal of all deliverables to City required by Exhibit A, and Services Consultant Agrees to Perform.
- F. Invoices furnished by Consultant under this Agreement must be in a form acceptable to City. All amounts paid by City to Consultant shall be subject to audit by City. Payment shall be made by City to Consultant at the address stated in Section 1.6, Qualified Personnel below.
- G. City may set off against payments due Consultant under this Agreement any sums that City determines that Consultant owes to City because of their errors, omissions, breaches of this Agreement, delays or other acts that caused City monetary damages. Prior to exercising such right, City must demand and attend mediation pursuant to Disputes: Paragraph C below of this

Agreement, to be attended by City, Consultant, and any applicable insurance carriers; such mediation to occur within 30 calendar days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the City's demand, then the Solano City Superior Court may upon application by any party make such selection for the parties. If a party other than City refuses to mediate under this Compensation: Paragraph E, then City shall have satisfied its obligations under this Paragraph.

1.5. Maximum Costs

- A. City's obligation hereunder shall not at any time exceed the amount approved by City for payment to the Consultant pursuant to the terms of this Agreement.
- B. Except as may be provided by applicable law governing emergency conditions, City has not authorized its City Council, supervisors, employees, officers and agents to request Consultant to perform Services or to provide materials, equipment and supplies that would result in Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the City amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.
- C. City shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, and office equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

1.6. Qualified Personnel

For purposes of this Agreement, except for notices specified under Notices to the Parties below, City and Consultant shall direct all communications to each other as follows:

City:

Stacy Hofacre
Senior Management Analyst
City of Benicia
250 E L Street
Benicia, CA 94510
Phone: (707) 746-4239
Email: shofacre@ci.benicia.ca.us

Consultant:

Todd Bailey
Principal-in-Charge
3180 Crow Canyon Place, Suite 216, San Ramon, California 94583
Phone: 925.866.2633

Email: tbailey@trbplus.com

Services under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, shall be supervised by Consultant.

Consultant agrees that professional personnel assigned to the Project will be those listed in Exhibit A, and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel may in the future cease to be employed by Consultant and because of the termination of such employment no longer able to provide Services. However, Consultant agrees that replacement of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of City, which shall not be unreasonably withheld. Any costs associated with replacement of personnel shall be borne exclusively by Consultant.

Consultant agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant shall not charge City for the cost of training or "bringing up to speed" replacement personnel. City may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Consultant's cost.

1.7. Representations

- A. Consultant represents that it has reviewed Exhibit A, and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule of \$345,000 and within the times specified for each individual Project.
- B. Consultant represents that it is qualified to perform the Services and it possesses, and will continue to possess at its sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has knowledge of, and will comply with, all applicable building codes, laws, regulations and ordinances.
- C. Consultant represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.
- D. The granting of any progress payment by City, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of City or any other governmental entity, shall in no way waive or limit the obligations in this Representations or lessen the liability of Consultant for unsatisfactory Services, including but not limited to cases

where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

1.8. Indemnification and General Liability

- A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless City, its officers, City Council, directors, officials, agents employees, and volunteers(collectively "Indemnitees") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, that arises out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify an Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.
- B. Consultant shall defend (including providing legal counsel reasonably acceptable to City at no cost to City), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by City, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

1.9. Liability of City

- A. Except as provided in Exhibit A, City's obligations under this Agreement shall be limited to the payment of the compensation provided for in Services Consultant Agrees to Perform, Compensation, and Maximum Costs of this Agreement.
- B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.
- C. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by City. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that

Consultant accepts full responsibility for and shall exonerate, indemnify, defend and save harmless City from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, City employees or third parties, or to property belonging to any of the above.

- D. Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Consultant may have under this Agreement or any applicable law. All rights and remedies of City or Consultant, whether under this Agreement or other applicable law, shall be cumulative.

1.10. Independent Contractor; Payment of Taxes and Other Expenses

- A. Consultant shall be deemed at all times to be independent contractors and shall be wholly responsible for the manner in which Consultant perform the Services required by the terms of this Agreement. Consultant shall be fully liable for the acts and omissions of it their Subconsultants, employees and agents.
- B. Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between City and Consultant. Consultant acknowledge that neither they nor any of their employees or agents shall, for any purpose whatsoever, be deemed to be City employees, and shall not be entitled to receive any benefits conferred on City employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- C. Consultant shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.
- D. Consultant shall make its designated representative available as much as reasonably possible to City staff during the City's normal working hours or as otherwise requested by City. Terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Consultant's Services only and not as to the means by which such a result is obtained.

1.11. Insurance

Prior to execution of this Agreement, Consultant shall furnish to City Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in the **Insurance Requirements Section**, which are included and made a part of this Agreement. Consultant shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in the [Insurance Requirements](#). In the event Consultant fails to maintain any required insurance, City may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due Consultant under this Agreement (or Consultant shall promptly reimburse City for such expense).

1.12. Suspension of Services

- A. City may, without cause, order Consultant to suspend, delay or interrupt Services pursuant to this Agreement, in whole or in part, for such periods of time as City may determine in its sole discretion. City shall deliver to Consultant written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an Excusable Delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.
- B. Notwithstanding anything to the contrary contained in this Suspension of Services, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

1.13. Termination of Agreement for Cause

- A. If at any time City believes Consultant may not be adequately performing their obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or that City has provided written notice of observed deficiencies in Consultant's performance, City may request from Consultant prompt written assurances of performance and a written plan, acceptable to City, to correct the observed deficiencies in Consultant's performance ("Cure Plan"). The Cure Plan must include, as applicable, evidence of necessary resources, correction plans, Subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, must meet all applicable requirements and show a realistic and achievable plan to cure the breach. Consultant shall provide such written assurances and Cure Plan within ten (10) calendar days of the date of notice of written request. Consultant acknowledges and agrees that any failure to provide written assurances and Cure Plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.
- B. Consultant shall be in default of this Agreement and City may, in addition to any other legal or equitable remedies available to City, terminate Consultant's right to proceed under the Agreement, in whole or in part, for cause:
 - 1. Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or

2. Should Consultant commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of notice from City to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail themselves of this time period in excess of ten (10) calendar days, Consultant must provide City within the ten (10) calendar day period a written Cure Plan acceptable to City to cure said breach, and then Consultant must diligently commence and continue such cure according to the written Cure Plan); or
 3. Should Consultant violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) calendar days of the date of the notice from City to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail themselves of this time period in excess of ten (10) calendar days, Consultant must provide City within the ten (10) calendar day period a written Cure Plan acceptable to City to cure said breach, and then Consultant must diligently commence and continue such cure according to the written Cure Plan.)
- C. In the event of termination by City as provided herein for cause:
1. City shall compensate Consultant for the value of the Services delivered to City upon termination as determined in accordance with the Agreement, subject to all rights of offset and back charges, but City shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties.
 2. Consultant shall deliver to City possession of all tangible aspects of the Services in their then condition including, but not limited to, all copies (electronic, CAD, and PDF format, and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with a Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.
 3. Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Paragraph shall not be interpreted to diminish any right that City may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate City for all loss, cost, damage, expense, and/or liability suffered by City as a result of such termination and failure to comply with the Agreement, including without limitation City's costs incurred in connection with finding a replacement.

- D. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience pursuant to Termination of Agreement of Convenience below, and Consultant shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

1.14. Termination of Agreement for Convenience

- A. City may terminate performance of the Services under the Agreement in accordance with this Termination of Agreement for Convenience in whole, or from time to time in part, whenever City shall determine that termination is in the City's best interests. Termination shall be effected by City delivering to Consultant, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination ("Notice of Termination") specifying the extent to which performance of the Services under the Agreement is terminated.
- B. After receipt of a Notice of Termination, and except as otherwise directed by City, Consultant shall:
1. Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;
 2. Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;
 3. Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
 4. Assign to City in the manner, at times, and to the extent directed by City, all right, title, and interest of Consultant under orders and subcontracts so terminated. City shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of City to the extent City may require. City's approval or ratification shall be final for purposes of this clause;
 6. Transfer title and possession of Consultant's and their Subconsultants' work product to City, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by City, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination; City acknowledges that said documents were prepared for the purpose of the Project.

7. Complete performance of any part of the Services that were not terminated by the Notice of Termination; and
 8. Take such action as may be necessary, or as City may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which City has or may acquire an interest.
- C. After receiving a Notice of Termination, Consultant shall submit to City a termination claim, in the form and with the certification City prescribes. The claim shall be submitted promptly, but in no event later than three months from the effective date of the termination, unless one or more extensions in writing are granted by City upon Consultant's written request made within such three month period or authorized extension. However, if City determines that facts justify such action, it may receive and act upon any such termination claim at any time after such three-month period or extension. If Consultant fails to submit the termination claim within the time allowed, City may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. City shall then pay to Consultant the amount so determined.
- D. Subject to provisions of Termination of Agreement for Convenience: Paragraph C above, Consultant and City may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Paragraph. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.
- E. If Consultant and City fail, under Termination of Agreement for Convenience: Paragraph D above, to agree on the whole amount to be paid to Consultant because of termination of Services under this Agreement for Convenience: Paragraph E, then Consultant's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of:
1. Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under Exhibit A, Payments to Consultant. Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of ten (10) percent of Consultant's total costs of performing the Services.

2. When, in opinion of City, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable value of Consultant's Services will be the estimated reasonable cost of performing Services in compliance with the requirements of the Agreement, and any excessive actual cost shall be disallowed.
 3. Reasonable cost to Consultant of handling material returned to vendors, delivered to City or otherwise disposed of as directed by City.
- F. Except as provided in this Agreement, in no event shall City be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense that is not reasonable or authorized under Agreement for Convenience: Paragraph E above.
- G. This Paragraph shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Agreement for Convenience: Paragraph B above or costs authorized by City to settle claims from Subconsultants.
- H. In arriving at amounts due Consultant under this Agreement for Convenience, there shall be deducted:
1. All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,
 2. Any substantiated claim that City may have against Consultant in connection with this Agreement, and
 3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Agreement for Convenience, and not otherwise recovered by or credited to City.
- I. If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with City a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement that is not terminated. City may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of City and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit City's rights and remedies pursuant to this Agreement or at law.

1.15. Conflicts of Interest/Other Agreements

- A. Consultant represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, the Conflict of Interest Code, Resolution 06-23, adopted by the City on October 3, 2006, and that it does not know of any facts that constitute a violation of those sections.
- B. Consultant represents that it has completely disclosed to City all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of City, or other officer, agent or employee of City or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by City for cause. Consultant shall comply with the City's conflict of interest codes and their reporting requirements.
- C. Consultant covenants that it presently has no interest, and during the term of this Agreement shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the City that Consultant has no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing the City the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including, but not limited to, any federal or state wildlife, environmental or regulatory agency) that has any interest adverse or potentially adverse to the City, as determined in the reasonable judgment of the City.

1.16. Proprietary or Confidential Information of City; Publicity

- A. Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Consultant agree that all private, confidential, or proprietary information disclosed by City to or discovered by Consultant in the performance of the Services shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the City's interests where such confidential information could be used adversely to the City's interests. Consultant shall notify the City immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with the Services pursuant to this Agreement.
- B. Any publicity or press releases with respect to the Project or Services shall be under the City's sole discretion and control. Consultant shall not discuss the Services, the Project, or matters

pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without City's prior written consent. Consultant shall have the right, however, without City's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

- C. The provisions of this Proprietary of Confidential Information of City; Publicity shall remain fully effective indefinitely after termination of Services to the City hereunder.

1.17. Notices to the Parties

- A. All notices (including requests, demands, approvals or other communications other than ordinary course Project communications) under this Agreement shall be in writing and shall include the word "NOTICE" in the subject line.
- B. Notice shall be sufficiently given for all purposes as follows:
 - 1. When personally delivered to the recipient, notice is effective on delivery.
 - 2. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
 - 3. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
 - 4. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Notice to the Parties.
- C. Any correctly-addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service,
- D. Addresses for the purpose of giving notice are set forth in Qualified Personnel: Paragraph A above. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address or fax number, or both, by giving the other party notice of the change in any manner permitted by this Notice to the Parties.

1.18. Record Keeping and Audit Requirements

- A. Consultant shall keep such full and detailed accounting records as are necessary for proper financial management of the Project. Consultant shall maintain a complete and current set of all books and records relating to the construction of the Project. City shall be entitled, upon forty-eight (48) hour written notice, to inspect all books, records, and accounts kept by Consultant relating to the work contemplated by this Contract. Within 90 calendar days after Final

Completion, Consultant shall deliver to City those records necessary for City to perform a financial audit of the Project ("Final Audit").

- B. Invoice and progress/final reports and all required audit reports shall be submitted to City in a timely manner.
- C. Maintain adequate fiscal and Project books, records, documents, and other evidence pertinent to Consultant's work on the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the financial statement, to the accounting records, and to the supporting documentation. These records shall be maintained for a period of three years after Final Completion of the Project, and shall be subject to examination and/or audit by City or designees, state government auditors or designees.
- D. Make such books, records, supporting documentations, and other evidence available to City or designees, their designated representatives, during the course of the Project and for a period of three years after Final Completion of the Project, and provide suitable facilities for access, monitoring, inspection, and copying thereof. Further, Consultant agrees to include a similar right of City to audit records and interview staff in any subcontract related to the performance of this Contract.

1.19. Subcontracting/Assignment/City Employees

- A. Consultant and City agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the Services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by City in a written instrument executed and approved by the City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Subcontracting/Assignment/City Employees: Paragraph A shall confer no rights on any party and shall be null and void.
- B. Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by City or any department thereof at any time that this Agreement is in effect, and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of City.

1.20. Other Obligations

- A. Discrimination, Equal Employment Opportunity and Business Practices. Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, gender, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and

local laws (including, without limitation, City ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

- B. Drug-Free Workplace Policy. Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents or assigns shall be deemed a material breach of this Agreement.
- C. Compliance with Americans with Disabilities Act and Rehabilitation Act. Consultant acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement. Consultant shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- D. Violation of Non-Discrimination Provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Consultant to penalties, including but not limited to: (a) termination of this Agreement; (b) disqualification of the Consultant from bidding on or being awarded a City contract for a period of up to 3 years; (c) liquidated damages of \$2,500 per violation; and/or (d) imposition of other appropriate contractual and civil remedies and sanctions. To effectuate the provisions of this section, the City shall have the authority to examine Consultant's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Consultant under this Agreement or any other agreement between Consultant and City. Consultant shall report to the City the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 calendar days of such filing, provided that within such 30 days such entity has not notified Consultant that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the

circumstance. Consultant shall provide City with a copy of their response to the complaint when filed.

1.21. Disputes

- A. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Project Manager and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral shall be initiated by written request from either party, and a meeting between the Project Manager and principal of the Consultant shall then take place within five (5) calendar days of the date of the request.
- B. Provided that City continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute. Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement including, but not limited to, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, City may terminate this Agreement for cause as provided herein.
- C. In the event of claims exceeding \$50,000, as a precondition to commencing litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of JAMS (Judicial Arbitration and Mediation Services), in Benicia, California, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Solano City Superior Court from an approved list of JAMS qualified construction mediators. The parties may initially agree to engage in discovery prior to mediation. Should parties proceed with discovery, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 201.9, et seq., and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

1.22. Agreement Made in California; Venue

- A. This Agreement shall be deemed to have been executed in the City of Benicia, County of Solano. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all disputes or litigation arising out of this Agreement shall be in the Superior Court of the County of Solano unless the parties agree otherwise in a written amendment to this Agreement.

1.23. Compliance with Laws

- A. Consultant shall comply with the Standard of Care in the interpretation and application of all applicable laws in the performance of the Services, regardless of whether such laws are

specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over any Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

- B. Consultant represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations and be consistent with the Standard of Care.

1.24. Miscellaneous

- A. All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.
- B. As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by City of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This Miscellaneous: Paragraph B shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause. However, the applicable statutes of repose, California Code of Civil Procedure, Sections 337.1 and 337.15, shall continue to apply.
- C. Any provisions or portion thereof of this Agreement that is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.
- D. Either party's waiver of any breach, or the omission or failure of either party, at any time, to in force in force any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to in force or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

- E. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.
- F. Consultant acknowledges that Consultant, and all Subconsultants hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Subconsultants hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the City, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any Subconsultant hired by Consultant, are not authorized to work in the United States for Consultant or its Subconsultant and/or any other claims based upon alleged RCA violations committed by Consultant or Consultant's Subconsultant(s).

1.25. Entire Agreement; Modifications

- A. The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- B. To the extent this Agreement conflicts with the terms of any proposal, invoice, or other document submitted to or by either party, the terms of this Agreement shall control.
- C. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of City, Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- D. Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require their Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.

- E. Consultant and its Subconsultants shall, upon request by City, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.
- F. Changes in the Services made pursuant to this Entire Agreement; Modifications and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- G. Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of City. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to City, unless otherwise indicated by the context.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated September 15, 2026, by and between TRB + Associates, Inc., hereinafter referred to as "Consultant", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Consultant's Duty to Show Proof of Insurance

Consultant, in order to protect City and its City Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance tracking platform. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to City a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to City prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

2.3. Insurance Requirements: Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

2.4. Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

2.5. Workers' Compensation Insurance

Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

2.6. Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

2.7. Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

2.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

Title: Rose Estates Entitlement Review Support Services

#27-059

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

“TRB + Associates, Inc.”

Signed by:
By: Todd Bailey 8/27/2026
075F0172DECE402...
Todd Bailey
Its: President & Secretary

“City”

By: _____

Its: _____

“City Attorney”

By: _____

Its: City Attorney

Exhibits List

A - Scope of Work

Exhibit A

Scope of Work



August 18, 2026

Attn: Christopher Rose
Project Manager
Development Services Department
City of Benicia
Via email – CRose@ci.benicia.ca.us

Subject: Proposal to Provide Development Services Department Support Services - Rose Estates Project Entitlement Review [rev. 2]

Dear Mr. Rose:

TRB and Associates, Inc. (TRB) is pleased to submit this Proposal to Provide Entitlement Review Support on the Rose Estates Project to the City of Benicia Development Services Department for consideration. TRB has in place a capable team to assist the City of Benicia on this important assignment. Our proposed project personnel and scope are cited below. We are available to discuss this proposal in more detail at your convenience.

FIRM OVERVIEW AND SERVICE MODEL

In brief, TRB provides Plan Review, Inspection, Delegate Chief Building Official, CASp and related consulting services to municipal building, public works, and fire departments and other divisions of local and state agencies. Our corporation, which comprises of over 80 team members, was established in 2006 and has been a growing business since its founding. We specialize and serve exclusively in the construction codes and standards compliance verification role.

TRB has a comprehensive program to accommodate the requested scope of services. A key element of our approach to this type of engagement is fostering regular open communication between TRB and City staff. Prior to receipt of our first assignment, we would propose to meet with the City to discuss current codes and standards policies, documentation procedures, plan processing protocols, plan review and inspection checklist items, notification protocols, and scheduling.

Throughout our engagement, our company Principal will be working closely with our designated project leads to ensure that all project provisions are met. TRB is committed to maintaining regular communication with City staff to ensure alignment on stakeholder expectations, policies, and technical interpretations; and to enhance our ability to quickly respond to any document review or inspection activity items.

Responsiveness. Providing Quality Work. Industry Investment.

Our company takes great pride in promoting these attributes.

- **Responsiveness.** We understand the work we do entails providing accurate and highly responsive plan review and inspection services, interfacing with project stakeholder and agency staff, and providing clearly documented findings and reports.
- **Providing Quality Work.** Getting the job done right is paramount. Our company invests in training its staff members and employs a rigorous quality control program as part of its service delivery model. Applying this standard of care has resulted in consistent, quality findings.
- **Industry Investment.** Our staff are committed to the industry, as evidenced by their involvement in industry organizations such as ICC, ASCE, AWWA, APWA, SPPWC, ASME, ASSE, and CSI.

Corporate Office

3180 Crow Canyon Place, Ste 216
San Ramon, CA 94583
Tel: 925.866.2633

Southern California Office

4182 N Viking Way, Ste 204
Long Beach, CA 90808
Tel: 562.566.4144

Silicon Valley Office

1265 El Camino Real, Ste 209
Santa Clara, CA 95050
Tel: 408.642.1068

Sacramento Office

3841 N. Freeway Blvd., Ste 135
Sacramento, CA 95834
Tel: 916.384.0900

KEY PERSONNEL

TRB has a team with strong qualifications and attentiveness to quality and schedule. Of note, the majority of our proposed key team members proposed are currently or have provided plan review, pre-app review and inspection services support to the City. Assigning staff with this familiarity and significant relevant experience and knowledge will ensure that project deliverables will continue to be completed in a timeframe suitable to the City.

Our team members possess multiple certifications and registrations to assure compliance with all requirements mandated by the State and the City's local ordinances. The following key team members proposed for this project include individuals with a high level of expertise and many years of experience in the application of construction codes and engineering standards. Resumes for each individual are included in **Exhibit A**. Please note that information on the balance of team members may be furnished upon request.

- **Todd Bailey, PE, LEED AP, CASp, MBA | Principal-in-Charge**

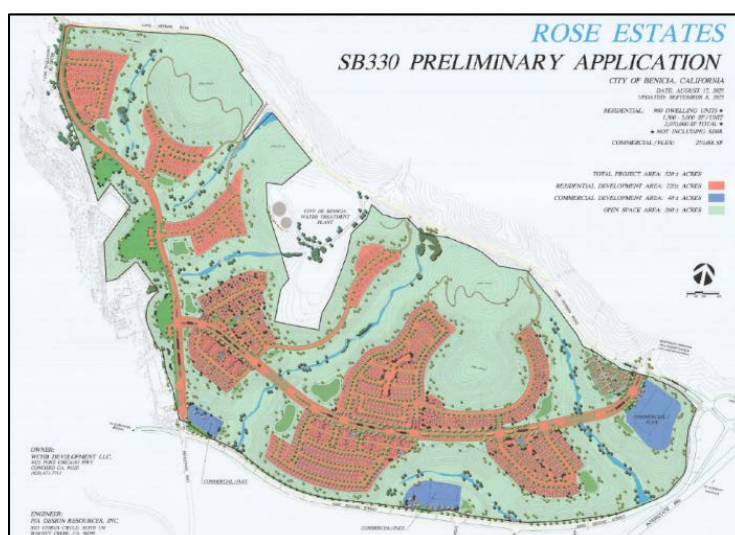
Todd Bailey has 30 years of experience in the industry which includes serving as a Delegate Chief Building Official on large-scale fast-track design build projects in California having a combined valuation of over \$20 billion, on which he was responsible for oversight of Building and Public Works plan review and inspection activities. Todd will work closely with our team to ensure that project goals are met and that findings are communicated in a timely and clear manner.

- **Scott Alman, PE, QSD | Project Lead, Development Engineering Services**

Scott Alman brings 38 years of distinguished experience in public works engineering, with an extensive track record in plan reviews for horizontal public works improvements and infrastructure projects. Throughout his career, he has successfully provided both short- and long-term staff augmentation services—including serving as acting Public Works Director and City Engineer—for numerous public agencies across the region.

- **Petya McInnis, PE, CASp | Technical Lead, Building & Safety Services**

Petya McInnis possesses over 24 years of experience in engineering and construction. She brings expertise in plan review and inspection across residential, commercial, and industrial projects. Formerly a Plan Check Engineer for the City of Fairfield, Petya's proactive approach has led to effective solutions, process improvements, and policy enhancements at the agencies she has served.



SCOPE OF WORK

Project Understanding

Rose Estates is a large mixed-use development proposed on approximately 527 acres in Benicia. The July 2024 tentative map identifies residential neighborhoods, multifamily housing, commercial or flex uses, parks, detention basins, open space, public streets, utilities, and substantial grading. The project also includes multiple existing roadway, utility, water-pipeline, gas-pipeline, drainage, and access easements that may affect the design and sequencing of proposed improvements.

In addition to Building Department, Development Engineering, and Fire Department scope, the project will require coordinated Public Works review because of major grading, slope-stability considerations, utility demands, drainage features, stormwater controls, roadway access, emergency access, and potential off-site improvements. The current geotechnical report identifies undocumented fill, expansive soils, landslide deposits, groundwater, deep cuts and fills, retaining walls, and seismic considerations.

The City's prior review comments identify water supply, fire flow, wastewater capacity, utility coordination, drainage and hydrology, erosion control, traffic analysis, emergency access, public-right-of-way improvements, and easement resolution as principal review subjects.

Because the project materials and land-use assumptions may continue to evolve, TRB will confirm the controlling project description, current plan set, technical studies, and project phasing at the start of each authorized assignment.

Project Management / Coordination

Our approach to this assignment is centered on using experienced staff and fostering open communication between our firm and City staff. We support and promote holding regular communications with all appropriate stakeholders to verify project expectations, deliverables, scheduling, and logistical considerations. Throughout this engagement, we would like to confirm that our key/lead team members will be readily accessible to staff. We understand that maintaining clear communication is essential for helping ensure that decisions are made in a timely manner and that project progress is maintained.

It is understood that team responsiveness and accessibility is essential to this project. On an ongoing basis, we will coordinate with designated staff to confirm the project schedule and deliverables to ensure alignment on timeline and service expectations.

Entitlement Review Scope

TRB understands that the City is seeking Entitlement Review support on the Rose Estates project in Building & Safety, Development Engineering, Public Works, and Fire disciplines. To confirm, we are prepared to review preliminary materials submitted in support of entitlement and California Environmental Quality Act (CEQA) review. Reviews may address the tentative map, preliminary grading and utility plans, transportation studies, drainage and stormwater materials, title documents, geotechnical reports, and agency-coordination materials. Please refer to the following Table for an accounting of projected applicable review items.

The team will review provided documentation for conformance to applicable municipal codes and standards, and will adhere to City-adopted protocols and processes, in support of the development of the final Project Conditions of Approval. As noted earlier, we will coordinate with City staff on a regular basis to ensure alignment on project goals and milestones, and that timelines are met.

It is understood that Water Supply Assessment (WSA) and Wastewater Supply Capacity Study (WWSCS)-related items are not included in the requested scope of work, and that those items will be addressed under a separate arrangement. Additionally, it is presumed that the requested scope of work would encompass only Entitlement Review support, and that Improvement Plan and Final Map Review, Grading Permit Review, Construction Support and Compliance Review, and Final Acceptance and Closeout Review are outside the requested scope of work.

Table 1 - Entitlement Review Items

Purpose: Confirm that the proposed development is technically feasible at a planning level and that public works issues are identified for environmental review, conditions of approval, and subsequent design.

Phase Completion Standard: TRB has sufficient technical information to recommend conditions of approval, mitigation measures, study requirements, public-improvement obligations, and items to be deferred to later phases.

ID	Discipline	Review Item	Technical Review Focus / Closure Documentation	Priority
ENT-01	Administration	Controlling project description	Confirm the land-use program, unit count, nonresidential uses, parks, open space, public improvements, private improvements, and phasing. Reconcile inconsistencies among submitted plans and studies.	Critical
ENT-02	Administration	Entitlement compliance matrix	Identify applicable conditions of approval, mitigation measures, agency requirements, and future permit triggers. Provide a draft conditions and mitigation compliance matrix and an Objective Standards consistency and compliance review as needed.	Critical
ENT-03	Mapping and Title	Existing easements	Identify roadway, utility, pipeline, gas, water, drainage, access, and temporary construction easements affecting the development concept. Review composite easement exhibits and title-exception matrix as needed.	Critical
ENT-04	Mapping and Title	Easement conflicts	Identify proposed improvements that may conflict with existing easements and establish a preliminary resolution strategy. Provide comments related to easement conflict and coordination.	Critical
ENT-05	Rights-of-Way	Dedications and ownership	Define anticipated street rights-of-way, public utility easements, drainage easements, slope easements, emergency-access easements, and maintenance access.	High
ENT-06	Transportation	Transportation impact analysis	Review traffic study, trip generation, distribution, assignment, vehicle miles traveled, traffic operations, queues, safety, emergency access, and mitigation concepts.	Critical
ENT-07	Transportation	Off-site improvements	Review proposed circulation plans, roadways, intersections, access, frontage, pedestrian, bicycle, and transit improvements.	Critical
ENT-08	Fire and Emergency Access	Fire access and fire flow	Confirm emergency access, apparatus circulation, pavement loading, road grades, secondary access, hydrant coverage, and fire-flow feasibility. Review fire-access exhibits, templates, and preliminary fire-flow analysis.	Critical
ENT-09	Dry Utilities	Dry utility-service feasibility	Review preliminary electrical, gas, communications, broadband, undergrounding, and utility-corridor feasibility. Provide utility-provider coordination letters and a preliminary composite utility plan. This review is intended to ensure consistency with City, State, and local Service Provider codes and standards.	High
ENT-10	Wet Utilities	Wet utility-service feasibility	Review preliminary utility distribution systems, mains, laterals, meters, and all associated appurtenances. Includes water lines, sanitary sewer lines, fire water lines, storm drain lines, undergrounding, and utility-corridor feasibility. This review is intended to ensure consistency with the WSA and WWSCS findings, line and appurtenance locations, sizes, unit and material types based on City standards and current engineering practices.	High
ENT-11	Geotechnical	Geotechnical hazards	Review geotechnical geological information, data and designs. Review includes undocumented fill, expansive soils, groundwater, landslides, seismic hazards, and slope stability. Provide geotechnical peer review comments and evaluation of proposed mitigations.	Critical
ENT-12	Grading	Mass-grading feasibility	Review preliminary cut and fill quantities, slope configurations, retaining walls, earthwork balance, construction access, and grading phases.	Critical

ID	Discipline	Review Item	Technical Review Focus / Closure Documentation	Priority
ENT-13	Hydrology and Hydraulics	Drainage feasibility	Review upstream tributary areas, onsite conveyance, detention, treatment, downstream capacity, major-storm overflow, and basin drawdown concepts. Provide a preliminary review of the drainage study, drainage-area exhibits and Flood Zone related elements. Associated Flood Zone elements are also a factor in this review item.	Critical
ENT-14	Stormwater	Stormwater feasibility	Review treatment-control concepts, hydromodification strategy, source controls, and long-term ownership and maintenance approach. Provide a preliminary review of the stormwater-control plan, maintenance concept and Flood Zone related elements.	High
ENT-15	Construction Planning	Construction effects	Review likely/proposed haul routes, staging needs, construction access, wet-weather constraints, erosion-control requirements, and public-facility protection measures. Review all preliminary construction logistics and haul-route exhibits, sequencing of construction activities and work plans.	High
The Below-Noted items are Not Included in the TRB Scope of Work It is understood that these items are part of a separate PSA and are being managed By Public Works, Water Treatment, and Wastewater Treatment groups				
-	Water	Water supply and capacity	Review water supply, domestic demand, irrigation demand, fire flow, storage, pressure zones, and distribution-system capacity. Provide a Water Supply Assessment, preliminary hydraulic analysis, and will-serve documentation.	-
-	Wastewater	Sewer feasibility	Review wastewater generation, collection, conveyance, downstream capacity, treatment capacity, service points, and phasing. Provide a sewer feasibility study and will-serve documentation.	-

PRICING

TRB is proposing to provide the scope of services on Time-and-Materials basis (see enclosed Fee Schedule for applicable rates, included as **Exhibit B**). We will invoice the City on monthly intervals for services provided.

At the request of the Development Services Department, TRB has calculated an Opinion of Probable Cost Estimate for the purpose of establishing a draw down account for the project applicant. This estimate is a target amount only for this phase of work, as scoped in the above section. It shall be understood that this estimate is not a “Not to Exceed” figure and is subject to adjustment based upon costs reasonably born.

- Rose Estates - Entitlement Review Phase**
Opinion of Probable Cost Estimate: \$345,000

TRB is prepared to provide additional cost detail as requested and will coordinate with the City to negotiate in good faith any cost adjustments which may be necessary.

August 18, 2026

City of Benicia

Proposal to Provide Development Services Department Support Services – Rose Estates Project [rev.2]

Entitlement Review

OUR COMMITMENT

With TRB + Associates, the City of Benicia will receive an experienced, local team who takes pride in providing excellent service. We look forward to the opportunity to continue to work with City staff on this assignment. If you have questions or need any additional information, please do not hesitate to contact me by phone at (925) 866-2633 or by email at tbailey@trbplus.com. I look forward to hearing your feedback soon.

Sincerely,

TRB + ASSOCIATES, INC.



Todd Bailey, PE, LEED AP, CASp, MBA
Principal-in-Charge

Enclosures: Exhibit A – Resumes
 Exhibit B – Fee Schedule

Exhibit A

RESUMES

Todd Bailey, PE, LEED AP, CASp, MBA

Principal-In-Charge

Todd Bailey is a registered professional engineer with over 25 years of experience in the Architecture / Engineering / Construction industry encompassing project management, plan review, engineering design, structural and architectural building code interpretation, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building departments and other regulatory authorities to ensure compliance to adopted Building Code Standards and local ordinances.

Todd has provided Building Safety services to over 100 jurisdictions as a consultant and spent three years with the City of Concord performing plan reviews on residential, commercial, and industrial structures. Todd is also approved as a Delegate Chief Building Official for the California Energy Commission responsible for verifying new power project conformance to engineering construction codes on behalf of the Commission.

TRB⁺

EDUCATION

- Master of Business Administration, *Walter Haas School of Business* University of California Berkeley
- Bachelor of Science, Civil Engineering, *Cum laude* University of California Davis

LICENSES | CERTIFICATION

- Registered Civil Engineer California (#C-56425) Hawaii (#11647)
- ICC Certified Building Plans Examiner
- ICC Certified Commercial Building Inspector
- ICC Certified Commercial Electrical Inspector
- ICC Certified Commercial Plumbing Inspector
- ICC Certified Commercial Mechanical Inspector
- LEED Accredited Professional
- Certified Accessibility Specialist (CASp-229)
- SAP Certified

PROFESSIONAL AFFILIATIONS

- ICC East Bay Chapter Past President
- International Code Council

OTHER

Delegate Chief Building Official for the California Energy Commission

SELECT PROJECT EXPERIENCE

BUILDING SAFETY PLAN REVIEW

- RELATED Santa Clara, Santa Clara, CA
- UC Davis Health Aggie Square Project, Sacramento, CA
- Los Altos Gardens Project, Los Altos, CA
- UC Berkeley Helen Diller Anchor House Project, Berkeley, CA
- Packard Foundation Project, Los Altos, CA
- Sacramento Convention Center Project, Sacramento, CA
- Santa Clara Square Apartments and Parking Structures, Santa Clara, CA
- NASA Moffett Federal Airfield, Historic Building Project, Mountain View, CA
- War Memorial Community Center, Daly City, CA
- Concrete Tilt-Up Shell Building (60,000 sf), Concord, CA
- New Medical Research Facility (44,000 sf.), Walnut Creek, CA
- Major Office Remodel (Three 40,000 s.f. buildings), Pleasant Hill, CA
- Rivertown Apartments, Petaluma, CA
- Palolo Chinese Home, Senior Housing Complex, Honolulu, HI
- Spanos Park West Apartment Complex, Stockton, CA

PROJECT MANAGEMENT / ADMINISTRATION

Have served as Delegate Chief Building Official / Engineering Manager for the California Energy Commission on thirteen natural gas fired power projects and one wind power generation facility in California having a combined valuation of over \$5 billion. Responsible for oversight of plan review tasks and coordination of submittals numbering up into the thousands on these design-build projects.

- Russell City Energy Center Project (600 MW), Hayward, CA
- Mountain View Power Project (1,056 MW), Redlands, CA
- Palomar Energy Center Project (546 MW), Escondido, CA

WORK EXPERIENCE

Principal & Founder, TRB + Associates, Inc. | 2006–Present
 Building & Facilities Code Compliance Services, Bureau Veritas | 2001–2006
 Construction Consulting Services, Deloitte & Touche LLP | 1999–2001
 Permit Center, City of Concord, California | 1996–1999
 Luhdorff & Scalmanini Consulting Engineers | 1993–1996
 Tosco Refining Company | 1991 & 1992

Petya McInnis, PE, CASp

Technical Lead – Building Safety Services



Petya McInnis possesses over 24 years of experience in engineering and construction, encompassing design, plan review, and inspection for residential, commercial, and industrial projects. In her recent role as a Plan Check Engineer for the City of Fairfield, Petya oversaw a wide range of design disciplines for projects of varying sizes and types. Her expertise spanned from simple residential additions to complex commercial and industrial developments. Petya offered invaluable assistance to stakeholders, ensuring compliance with code requirements and providing technical supervision to permit technicians and inspection staff. Her proactive approach extended to assisting Building Inspectors and Officials with code research and interpretation, resulting in effective solutions for challenging construction scenarios. Petya's contributions included recommending and implementing process and policy changes to further the city's objectives. Additionally, she prepared reports and updates for the City Council, ensuring transparency and accountability in project management.

Petya also served as a client liaison for all clients in the Sacramento region and numerous clients in the Bay Area. With exceptional interpersonal skills, high productivity, and a strong work ethic, she consistently delivered top-notch customer service.

As a professional Engineer, Petya holds ICC certification as a Building Plans Examiner and is also a certified access specialist (CASp). Petya's extensive experience and expertise make her a valuable asset to any team. With well-rounded experience in the building industry, she brings a wealth of knowledge and skills to every project she undertakes.

WORK EXPERIENCE

Jurisdictional Services Manager / Lead Plan Review Engineer
TRB and Associates, Inc. | 2024 - Present

- Provides building plans examination for jurisdictions on an as-needed basis. Responsible for providing plan check reviews for residential and commercial structures.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval.
- Performs plan review of light commercial tenant improvements and remodel projects.

Plan Review Manager
Private Consultant | 2022 - 2024

- Oversaw daily activities of all plan review staff in the Sacramento region.
- Provided technical assistance, training, and mentorship for internal and jurisdictional staff.
- Served as a client liaison for all clients in the Sacramento region and several clients in the Bay Area.
- Reviewed all design disciplines for projects of all sizes and types.
- Specialized in the review of large commercial projects, including mixed use multi family, high rise, and podium construction.
- Prepared proposals and time estimates

Sr. Plan Check Engineer
Private Consultant | 2021 - 2022

- Reviewed multi-discipline designs for complex projects across multiple states, specializing in large commercial developments.
- Led pre-submittal meetings to address code compliance, managed the Stanford SLAC plan review contract, and provided staff training and quality oversight.
- Prepared proposals, scopes, and time estimates.

EDUCATION

- MS, Structural Engineering, University of California, Davis
- BS, Civil and Environmental Engineering (Structural Emphasis), California State University, Sacramento
- Graduate Studies toward MS in Structural Engineering (one semester remaining), University of Architecture, Civil Engineering and Geodesy, Sofia, Bulgaria

LICENSES | CERTIFICATION

- Professional Engineer (P.E.)
- Certified Accessibility Specialist (CASp)
- ICC Plans Examiner
- CalOES SAP Evaluator

SKILLS

- Collaborative Team Player
- Detail-Oriented
- Hardworking
- Enthusiastic
- Dependable
- Quick Learner
- Design Standards (ASCE 7, ASCE 41, ACI 318, AISC)
- Structural Analysis
- Finite Element Analysis

COMPUTER SKILLS

- AutoCAD
- LDD
- Civil 3D
- SAP2000
- Navisworks
- ABAQUS
- ANSYS
- MATLAB
- SQL
- C++
- HTML
- JavaScript
- 3ds Max
- SolidWorks
- Adobe Photoshop
- Illustrator
- CorelDRAW
- Adobe Flash

Plan Check Engineer

City of Fairfield, CA | 2014 - 2021

- Responsible for reviewing all design disciplines for projects of various sizes and types in the City of Fairfield.
- Reviewed projects ranging from simple residential additions, alterations, ADUs, and garage conversions to complex commercial and industrial TIs and new developments.
- Assisted designers, contractors, developers, business owners, homeowners, and City staff in applying, understanding, and interpreting applicable code requirements for each project, providing guidance for potential code-compliant solutions.
- Provided technical supervision to permit technicians and inspection staff.
- Assisted Building Inspectors and Building Official with code research and interpretation on difficult or unusual construction situations.
- Recommended and created process and policy changes.
- Prepared reports and City Council updates.

Sr. Structural Engineer

AIR Worldwide, San Francisco, CA | 2011 - 2014

- Served as a Senior Engineer in the Catastrophe Risk Engineering Group.
- Evaluated code compliance of proposed and existing facilities across different countries/regions worldwide.
- Reviewed structural drawings and calculations to identify potential design deficiencies.
- Developed reliable quantitative measures of site-specific natural disaster risk (e.g., seismic, wind, flood, tsunami).
- Created 3D structural models for performance-based evaluations.
- Conducted site inspections and prepared proposals, progress reports, final project reports, and presentations.
- Collaborated closely with national and international government agencies and organizations on disaster risk reduction, mitigation, and response strategies.
- Notable projects included:
 - Seismic Risk Assessment of the Solar Millennium Project at Blythe, CA
 - Hurricane Risk Assessment of Walt Disney World, Orlando, FL (Phase I, IIA, and IIB)
 - Seismic and Wind Risk Assessment of KAUST, Saudi Arabia
 - Real-time Seismic Damage Assessment for the California Earthquake Authority
 - Real-time Hurricane Risk Assessment for DOW Chemical, Freeport, TX
 - Various international multi-phase disaster risk assessment projects in collaboration with the World Bank and the Asian Development Bank.

LANGUAGES

- English
- Bulgarian
- Russian

ADDITIONAL EXPERIENCE

Design Engineer, Mark Thomas & Company, Sacramento, CA | 2008 - 2011

Project Engineer / Project Manager, KHS&S Contractors, Concord, CA | 2005 – 2007

Sr. Production Operator, FedEx Kinko's SF East Bay CPC, Pleasanton, CA | 2004 – 2005



SCOTT D. ALMAN, P.E., QSD

Senior Principal Engineer

EDUCATION

BS, Civil Engineering, California Polytechnic State University-San Luis Obispo

PROFESSIONAL REGISTRATIONS

California Civil Engineer (PE No. 48104)

Qualified Stormwater Pollution Prevention Plan (SWPPP) Developer (QSD)

SPECIAL STUDIES AND COURSES

40-Hour OSHA Hazardous Waste Operations and Emergency Response Training (29 CFR 1910.120)

8-Hour OSHA Hazardous Waste Worker Refresher Training (29 CFR 1910.120)

California Construction General Permit Training

Environmental Remediation

Project Controls

Project Management

Scott Alman brings 38 years of distinguished experience in public works engineering, with an extensive track record in plan reviews for horizontal public works improvements and infrastructure projects. Throughout his career, he has successfully provided both short- and long-term staff augmentation services—including serving as acting Public Works Director and City Engineer—for numerous public agencies across the region.

Scott leads Haley & Aldrich's Municipal Services group, which operates as a complete city engineering department. Under his direction, the group provides a full range of services, including capital improvement programming, encroachment permitting, pavement management and preservation, compliance with the National Pollutant Discharge Elimination System (NPDES), Caltrans Local Assistance, and more.

For the Willow Rock Energy Storage Center opportunity, Scott will serve as the primary point of contact between TRB+ Associates (the prime consultant) and Haley & Aldrich, ensuring seamless communication and coordinated project delivery. His depth of experience and leadership assures practical and effective solutions for complex municipal and infrastructure challenges.

RELEVANT PROJECT EXPERIENCE

City of Newark, \$900,000 Engineering On-Call Contract, Newark, California. Appointed as Acting City Engineer under a major on-call contract, Scott provided technical leadership and comprehensive management for a diverse portfolio of municipal projects. He oversaw removal and replacement of critical city-owned facilities—USTs, fueling stations, and building roofs—ensuring regulatory compliance and operational continuity. Serving as owner's representative, Scott managed delivery for the Newark "Old Town" Revitalization, key railroad safety and grade separation improvements, and centrally coordinated phases of the citywide pavement rehabilitation effort. When the City Engineer position became vacant, Scott stepped in to provide seamless continuity, administering all engineering division operations, managing the encroachment permit and development review programs, and developing Newark's next five-year Capital Improvement Plan and biennial capital budgets.

City of St. Helena, Multi-Year On-Call Engineering Services, St. Helena, California. Serving as trusted advisor under St. Helena's on-call engineering contract, Scott led owner's representative and project management services for a broad array of municipal needs. He managed compliance and reporting for Bell Canyon Dam operations with the California DSOD, coordinated review of all major development plans, and modernized the city's standard plans and details. Notably, Scott directed the replacement of the City's main water supply transmission line and spearheaded a system-

SCOTT D. ALMAN, P.E., QSD

PAGE 2

wide water meter upgrade to AMI cellular read technology—leading a cross-functional team of city staff, vendors, and contractors from initial data collection through procurement, installation, and full billing system conversion. His ability to manage complex projects, deliver regulatory reporting, and foster stakeholder consensus ensured reliable service delivery for residents and City leadership.

City of Dixon, Staff Augmentation and Engineering Program Management, Dixon, California. As contract director of utilities and city engineer for Dixon, Scott provided both technical and operational leadership across City engineering programs. He was directly responsible for the City's encroachment and utility permit program, administration of the Capital Improvement Program and associated budgets, assessment district operations, pavement management, and comprehensive development review. Scott's proactive approach streamlined project delivery and ensured effective interface with City leadership, including regular reporting at Council and executive staff meetings supporting Dixon's ability to keep infrastructure improvement programs on schedule and within budget.

City of Benicia, Staff Augmentation Services, Benicia, California. Scott was appointed the City of Benicia's City Engineer by City Manager. As the City Engineer, Scott worked directly for the Public Works Director and Engineering staff. A recent notable project included East H Street sewer repair.

City of Pittsburg, Staff Augmentation Services, Pittsburg, California. Scott was appointed the City of Benicia's City Engineer by City Manager. As the City Engineer, Scott worked directly for the Public Works Director and Engineering staff. Recent notable projects included Premier Fields Soccer Complex and the Water Treatment Plant Filter Gallery Replacement.

City of Martinez, Staff Augmentation Services, Martinez, California. Scott was appointed the City of Martinez's city engineer by City Council action. As the City Engineer, Scott worked directly for the City Manager, Eric Figueiroa, and was responsible for the City's Encroachment and Utility permit programs, Capital Improvement Program and budgets, assessment district administration and operations, pavement management, Measure M and Measure J funds, and all development review within the City. Scott attended City Council meetings as necessary and attended weekly staff meetings at City Hall.

City of Clayton, Staff Augmentation Services, Clayton, California. Scott was appointed the City of Clayton's City Engineer by City Council action. As the City Engineer, Scott worked directly for the City Manager and was responsible for the City's Encroachment and Utility permit programs, Capital Improvement Program and budgets, assessment district administration and operations, pavement management, and all development review within the City. Scott attended City Council meetings as necessary and attended weekly staff meetings at City Hall.

City of Hercules, Public Works Services, Hercules, California. Scott served as associate engineer for the City where his projects included multiple single-family development projects, two new school sites, and commercial projects such as a new fast-food restaurant. He was responsible for the City's Engineering and Storm Water (NPDES) Divisions. He authored the City's original stormwater program as a member of the Contra Costa Clean Water Program. He managed and implemented the stormwater program including best management practices, funding, and annual reporting. He managed and implemented the annual City-wide Capital Improvement Program including the City's pavement management program. Additionally, Scott was directly responsible for the entitlement, plan and map checking, bonding, and bond release of all development work entitled through the City's processes.

City of Soledad, Staff Augmentation Services, Soledad, California. As contract director of public works/city engineer, Scott was responsible for all aspects of the day-to-day operations of the Public Works/City Engineering Department, including management of the City's Phase II NPDES Program. City's voting member to the Monterey Regional Storm Water Management Program. Day-to-day operations included all plan checking of proposed development to assure that erosion protection was properly implemented and the Grading Ordinance was followed. Field inspection of erosion protection measures to determine that they were properly installed and maintained during the construction of the various development projects.

SCOTT D. ALMAN, P.E., QSD

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City of Monte Sereno, Staff Augmentation Services, Monte Sereno, California. As contract public works director/city engineer, Scott was responsible for all aspects of the day-to-day operations of the Public Works/City Engineering Department, including management of the City's Phase II NPDES Program. City's voting member to the West Valley Clean Water Program. He authored the update of the City's Grading Ordinance to bring it into compliance with the requirements of NPDES and specifically the C.3 regulations as they were implemented. Day-to-day operations included all plan checking of proposed development to assure that erosion protection was properly implemented and the Grading Ordinance was followed. Field inspection of erosion protection measures to determine that they were properly installed and maintained during the construction of the various development projects.

City of Oakland, Special District Assessment Engineering/Special Tax Services (Oakland Army Base Redevelopment) Oakland, California. As project engineer, Scott provided development management services to the City of Oakland and California Capital Group, for the redevelopment of the Oakland Army Base (OARB) Sub-district. With the opening of the new eastern span of the Bay Bridge, the Oakland Army Base has become the gateway to Oakland and the East Bay. He was responsible for examining the 35% and 65% complete infrastructure plans of the entire OARB Sub-district. Challenge/Achievement: Plan examination includes coordinating plans from multiple design firms, each designing separate infrastructure systems. Cross-checks the plans against one another and looks for oversights, particularly where these systems intersect with existing infrastructure beyond the project boundary, this prevents costly changes from becoming necessary during construction.

City of San Ramon, Staff Augmentation Services, San Ramon, California. As contract director of public works/district engineer, Scott provided oversight of the development/entitlement process for the Engineering Department and acted as the City's voting member to the Contra Costa Clean Water Program. During Lennar's Dougherty Valley project, an area that would be annexed to the City upon completion, monitored the County's construction operations to protect the City's interests by verifying that infrastructure was built to City standards.

City of Brisbane, Staff Augmentation Services, Brisbane, California. As contract director of public works/city engineer, Scott was responsible for all day-to-day operations of the Public Works/City Engineering Department. He managed the operations of Public Works/Maintenance crew, domestic water distribution system, entitlement process for the Engineering Department, and the City's Phase II NPDES Program. He served as the City's voting member to the San Mateo County-wide Water Pollution Prevention Program.

Town of Los Gatos, Staff Augmentation Services, Los Gatos, California. As contract town engineer/district engineer Scott managed the Phase II NPDES Program, acted as a voting member to the West Valley Clean Water Program, and authored the grading ordinance update for compliance with NPDES and C.3 regulations. Challenge/Achievement: Due to local topography, drainage from Los Gatos flows into San Jose's storm drain system. Since the two cities have different design standards and differently sized drainpipes, continuously monitored upcoming projects for potential storm drainage issues. When UC Regents developed property in Los Gatos into housing, designed a retention and detention system as part of the entitlement process to prevent flooding into San Jose's system. After the Public Works Director resigned, was requested to fill that position until the permanent replacement was found. Successfully created a central location for all departments for a much more efficient working environment.

City of Riverbank, Staff Augmentation Services, Riverbank, California. As contract community development director, Scott was responsible for all aspects of the day-to-day operations of the Community Development Department, including development review and entitlement process.

City of Galt, Staff Augmentation Services, Galt, California. As contract public works director/city engineer, Scott was responsible for all aspects of the day-to-day operations of the Public Works/City Engineering Department including public works operations. He managed the potable water system, sanitary sewer collection system, City maintenance crews, transportation funding, development entitlement process, and Phase II NPDES Program. He served as the City's voting member to the Sacramento Transportation Authority and the Sacramento Regional Storm Water Management Program. He attended and presented at City Council Meetings, advising the City management team and City Council

SCOTT D. ALMAN, P.E., QSD**PAGE 4**

regarding public works items. Led the downtown revitalization/redevelopment project, performed all entitlement and plan-checking of proposed developments, and ensured erosion protection was properly implemented and the grading ordinance followed.

City of Half Moon Bay, Staff Augmentation Services, Half Moon Bay, California. As contract public works director/city engineer, Scott was responsible for all aspects of the day-to-day operations of the Public Works/City Engineering Department, including management of the City's sanitary sewer collection operations, oversight of the entitlement process for the Engineering Department, and implementation of the City's Phase II NPDES Program. He served as the City's voting member to the San Mateo Countywide Water Pollution Prevention Program.

Exhibit B

HOURLY RATE SCHEDULE

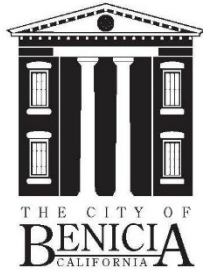
Schedule of Hourly Rates and Reimbursables

The following billing rates apply for services rendered on an hourly basis:

<u>Position</u>	<u>Hourly Rate</u>
Senior Principal	\$330.00 - \$375.00
Principal	\$295.00 - \$330.00
Senior Project Manager	\$265.00 - \$325.00
Project Manager/Building Official	\$225.00 - \$265.00
Assistant Project Manager/Building Official	\$185.00 - \$225.00
Supervising Plan Review Engineer/Architect	\$230.00 - \$255.00
Senior Plan Review Engineer/Architect	\$215.00 - \$230.00
Senior Plans Examiner (Building & Fire)	\$200.00 - \$225.00
Plan Review Engineer/Architect	\$165.00 - \$190.00
Plans Examiner (Building & Fire)	\$145.00 - \$160.00
Supervising Civil Engineer	\$250.00 - \$285.00
Senior Civil Engineer	\$220.00 - \$250.00
Associate Civil Engineer	\$180.00 - \$220.00
Grading/Storm Water Plan Review Engineer	\$195.00 - \$225.00
QSP Storm Water Plan Reviewer	\$185.00 - \$215.00
Geotechnical Engineer	\$295.00 - \$330.00
Engineering Technician	\$110.00 - \$135.00
Fire Protection Engineer	\$225.00 - \$250.00
CASp Certified Examiner	\$185.00 - \$225.00
Grading/Storm Water Plan Review Engineer	\$225.00 - \$240.00
QSP Storm Water Inspector	\$185.00 - \$200.00

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization)
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- All requested inspection and other staff-augmentation services are subject to a minimum 4-hour fee.
- Reimbursement for subconsultants and direct expenses incurred in connection with the work, will be at cost plus 15 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS rate plus 20 percent per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30, 2027 and may be adjusted thereafter to account for CPI changes, as mutually agreed upon.



**AGENDA ITEM
CITY COUNCIL MEETING DATE – SEPTEMBER 15, 2026
CONSENT CALENDAR**

TO : City Manager

FROM : Assistant City Manager

SUBJECT : **DISPOSITION OF CITY-OWNED SITE FOR HOUSING DEVELOPMENT**

EXECUTIVE SUMMARY:

In 2026, three city-owned sites will be made available for housing development as detailed in Program 1.16 of the 2023-2031 Housing Element. In accordance with the Council's direction that was provided on December 2, 2025, this agenda item will result in declaration of Housing Element Site 34 (1471 Park Road) as "Surplus Land". In taking this action, the City Council will initiate the disposition procedures established in the Surplus Lands Act (SLA).

RECOMMENDATION:

Adopt the resolution (Attachment 1) declaring Housing Element Site 34 (1471 Park Road)(Exhibit A) of the Benicia Housing Element as Surplus Land.

BUDGET INFORMATION:

The proposed project will require the use of professional services to facilitate compliance with the SLA and adherence to the City's established timeline. Additional costs may be incurred through the negotiation and transaction process(es), or to resolve real property conditions (such as lot line adjustments/lot mergers and/or easement matters). At this time, it is expected that the cost of services will be within the Development Services Department's professional services budget.

BACKGROUND:

The SLA applies to all "local agencies," which includes every city, county, city and county, and special district in the State of California. "Surplus land" is defined as "land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use."

This agenda item will result in property being declared "surplus" before it can be sold or leased for more than fifteen years (or if the lease involved construction or demolition). Thereafter, a "Notice of Availability" of surplus land would have to be sent to the State

Department of Housing and Community Development (HCD) and the entities (“Eligible Entities”) listed below:

- Entities with authority over low and moderate income housing including local public entities authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income; and housing sponsors qualified to own, construct, acquire, or rehabilitate a housing development for the purpose of housing that have notified the HCD of their interest in surplus land for the purpose of developing low and moderate income housing.
- Entities with authority over open space, including park or recreation departments of the county and cities; any regional park authority; and the State Resources Agency.
- School districts which may wish to construct facilities or acquire open space.
- Entities with authority over Infill Opportunity Zones or Transit Villages

Pursuant to the SLA, residential development of 10 or more units will require that 15% of the total number of residential units be developed as affordable to lower-income households (households earning less than 80% of area median income for Solano County).

The subject property is one of three sites identified by City Council for disposition in 2026; the other two (Housing Element Sites #22 and 35) are small parcels that are exempt from the SLA and currently available for housing development (see City-Owned Sites for Housing Development webpage at www.ci.benicia.ca.us/housingrfp).

NEXT STEPS:

Following declaration of surplus land, the City will release a Notice of Availability (NOA) by electronic mail, or by certified mail to the entities identified in the SLA. The notice will be posted for 60 days and will be available for viewing on the City-Owned Sites for Housing Development webpage.

After the NOA period, the City will engage in Good Faith Negotiations with any Eligible Entity for a period of 90 days as required by the SLA. The City will endeavor to reach a mutually satisfactory sales price and terms or lease terms.

If Good Faith Negotiations lead to mutually satisfactory terms, staff will seek City Council authorization to proceed with a property transaction and coordinate with the HCD on the parcel disposition.

If the Good Faith Negotiation process does not result in mutually agreed terms, staff will seek City Council direction on the appropriate next steps, which may include a subsequent RFP.

ALTERNATIVE ACTIONS:

The City Council could provide alternate direction, which would delay implementation of Housing Element Program 1.16.

CEQA Analysis	This action is categorically exempt pursuant to CEQA Guidelines Section 15060(c)(2) and (3) as the action is not deemed to be a “project” per CEQA Guidelines Section 15378. The activity discussed in this agenda item will not result in a direct or reasonably foreseeable indirect physical change in the environment. Subsequent legislative action will be required prior to proceeding with site(s) disposition. In addition, housing development at the densities identified in the Housing Element was evaluated pursuant to an Environmental Impact Report (SCH Number 2022060021).
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ATTACHMENT(S):

1. Resolution – Declaring a City-Owned Property as Surplus Land
Exhibit A – Site 34 – 1471 Park Road

For more information contact: Suzanne Thorsen, Assistant City Manager

Phone: 707-746-4280

E-mail: sthorsen@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA DECLARING A CITY-OWNED PROPERTY LOCATED AT 1471 PARK ROAD AS “SURPLUS LAND” PURSUANT TO GOVERNMENT CODE SECTION 54221(B)(1)

WHEREAS, under the Surplus Land Act (“SLA”), Government Code Section 54220-54234, surplus property is defined as land owned by any local agency that is no longer necessary for the agency’s use; and

WHEREAS, the SLA requires local agencies to formally declare agency-owned properties as surplus land prior to taking actions to dispose of such properties and to issue Notices of Availability to Eligible Entities; and

WHEREAS, the City of Benicia has established an inventory of City-Owned housing opportunity sites pursuant to the adoption of the 2023-2031 Housing Element, and intends to proceed with disposition of said properties in accordance with the schedule outlined in Housing Element Program 1.16; and

WHEREAS, on December 2, 2025, the City Council of the City of Benicia provided direction on sites for disposition in calendar year 2026, including the subject site;

WHEREAS, a depiction of the subject Surplus Property is provided hereto as Exhibit A; and

WHEREAS, the Surplus Property is no longer necessary for the City’s use and is designated and intended for residential development pursuant to the Benicia General Plan and Zoning Ordinance (Title 17); and

WHEREAS, the factual basis for this declaration is set forth in Exhibit A attached hereto, which is incorporated herein by this reference as though fully set forth, and which establishes that the subject property is underutilized, is not necessary for the City’s use, and is suitable for and intended for residential development, including affordable housing, consistent with the 2023-2031 Housing Element; and

WHEREAS, the City intends to follow the provisions of the SLA in the disposition of the Surplus Properties; and

WHEREAS, it is the City’s policy, as well as State law, to prioritize affordable housing in the disposition of public lands; and

WHEREAS, a declaration of surplus land, and the issuance of notices pursuant to the SLA, is a process adopted in State law, with the intent of ensuring proper process and the prioritization of affordable housing, including noticing and opportunity to respond, for affordable housing developers; and

WHEREAS, this declaration of surplus land does not obligate the City to subsequently dispose of the land nor to offer incentives or concessions to any interested housing developer.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby find that Housing Element Site 34 (1471 Park Road) as depicted in Exhibit A is not required for agency use and is intended for housing development pursuant to the adoption of the Housing Element and subsequent rezoning (Ordinance No. 23-3), and is therefore “surplus land” pursuant to Government Code Section 54221(b)(1).

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager or their designee to issue a Notice of Availability and engage in Good Faith Negotiations for the Surplus Property depicted in Exhibit A, in compliance with the SLA.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 15th day of September, 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

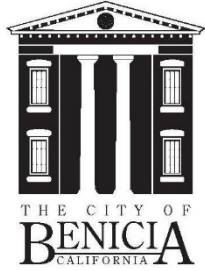
Date

Exhibit A

HOUSING ELEMENT SITE 34 (1471 PARK ROAD)
[see next page]

Site 34: 1471 Park Road

	
Parcel Number	0080140670
Address	1471 Park Road
Site Size (acres) / Developable Size (acres)	9.41 acres / 5.65 acres
Current General Plan	High Density Residential
Current Zoning	RH with Overlay Zone
Vacant or Non-Vacant	Non-Vacant
Repeat Site?	No
Allowed Density (units per acre)	30
Realistic Units	130 units: 78 lower-income units, 26 moderate-income units, 26 above moderate-income units
Property Owner Interest in Residential Development during Planning Period?	Yes (City-owned)
Small or large site if addressing lower income units	No
This site is underutilized. This site has a reduced realistic development capacity to ensure adequate buffers are provided on site and to separate residential development from nearby uses (i.e., an adjacent pipeline and Interstate 780). This site does not appear on the Cortese List which lists locations of hazardous materials release sites. The realistic units estimated for this site reflects development capacity on the developable acreage minus the buffers. Program 1.16 addresses the City's plan for making City-owned sites available for residential development. There are no existing leases or contracts in place for this site that would perpetuate the existing use or prevent additional residential development in the undeveloped part of the site. There are wireless leases on the site and they limited to portion of site within the proposed buffers mentioned above.	



AGENDA ITEM
CITY COUNCIL MEETING DATE – SEPTEMBER 15, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **AWARD OF TASK ORDER FOR CONSTRUCTION**
MANAGEMENT SERVICES FOR THE SOUTHERN PACIFIC
RAILROAD DEPOT PRESERVATION AND MAINTENANCE
PROJECT

EXECUTIVE SUMMARY:

On September 1, 2026, the City Council awarded the construction contract for the Southern Pacific Railroad Depot (S.P. Depot) Preservation and Maintenance Project (Project) to Creative Property Renewal, Inc. in the amount of \$192,559.65 and directed staff to solicit proposals from each of the City's three on-call CM consultants, including a revised proposal from Unico Engineering, and return to Council with a recommendation for award of a task order. Following evaluation of the proposals received, staff recommends awarding a task order to Unico Engineering in an amount not to exceed \$90,500 for CM services for the Project.

RECOMMENDATION:

Adopt a resolution (Attachment 1) authorizing the City Manager to execute a task order with Unico Engineering, under the City's existing Master On-Call Agreement, in an amount not to exceed \$90,500 for construction management and inspection services for the Southern Pacific Railroad Depot Preservation and Maintenance Project.

BUDGET INFORMATION:

The Project is funded through the S.P. Depot Capital Project Fund (Fund 520). On September 1, 2026, Council authorized a budget amendment re-establishing \$350,000 in project appropriations.

The construction contract with Creative Property Renewal, Inc. is \$192,559.65, with a 15% construction contingency of \$28,883.95, for a total authorized construction amount of \$221,443.60.

The proposed CM task order with Unico Engineering is in an amount not to exceed \$90,500. The task order will be compensated on a time-and-materials basis, and the proposed amount represents a not-to-exceed budget based on the anticipated level of

effort rather than a lump-sum fee that will necessarily be expended. Unico will bill the City only for services actually performed as required by Project activities.

Funding for CM services is available within the existing \$350,000 Project budget. Remaining Project funds will be available for other project-related costs such as obtaining nesting bird clearances, as needed.

BACKGROUND:

In 2019, the City received \$800,000 through a settlement with AMPORTS, Inc. for rehabilitation of City-owned historic structures. The City Council subsequently approved use of the settlement funds for improvements to the S.P. Depot and, on December 16, 2025, adopted Resolution No. 25-138 approving use of the funds to rehabilitate the building.

The S.P. Depot is a historic structure requiring exterior maintenance and preservation work to protect the building from further deterioration while maintaining its historic character. The Project includes reroofing and minor nonstructural roof deck and fascia/trim repairs; rain gutter replacement; window glazing repairs; removal, repair, and reinstallation of building signage; exterior power washing; repair and preservation of damaged wood siding and trim; surface preparation and priming; and repainting using historically appropriate colors and finishes.

On August 13, 2026, the City received five responsive construction bids. Creative Property Renewal, Inc. of Stockton, CA submitted the lowest responsive, responsible bid in the amount of \$192,559.65.

On September 1, 2026, Council awarded the construction contract to Creative Property Renewal, Inc., authorized a 15% construction contingency, approved the necessary budget amendment, and approved a Notice of Exemption under the California Environmental Quality Act (CEQA).

Construction is anticipated to begin in early October 2026 and has a contract duration of 45 working days.

Construction Management Services

Prior to the September 1 Council meeting, the City solicited a proposal for CM services from Unico Engineering, one of the City's three on-call CM consultants. Unico proposed full CM and inspection services for \$90,500 (Attachment 2). Staff reviewed the proposal and initially determined the cost to be reasonable based on the anticipated level of effort and Unico's relevant experience with historic preservation projects.

At the September 1 meeting, Council raised concerns regarding the proposed CM cost relative to the approximately \$193,000 construction contract. Council directed staff to solicit proposals from the City's construction management on-call consultants, including a revised proposal from Unico Engineering, and return to Council with a recommendation for award of a task order.

In response to Council direction, staff solicited proposals from the three firms currently under on-call CM agreements with the City:

- Unico Engineering
- DCCM
- Consor

Each consultant was provided with the same project information and supplemental evaluation criteria to provide a consistent basis for preparation and evaluation of the proposals. Proposals were due September 8, 2026.

Unico Engineering and Consor submitted proposals by the deadline (Attachments 2 and 3). DCCM did not submit a proposal.

Proposal Evaluation

Staff evaluated the proposals based on the following criteria:

- Understanding of the Project and proposed CM approach;
- Qualifications and experience of the proposed team;
- Experience with historic building preservation and rehabilitation projects;
- Proposed level of construction inspection and project oversight;
- Approach to lead-paint compliance and documentation;
- Ability to address unforeseen field conditions and maintain the 45-working-day schedule;
- Availability of the proposed personnel; and
- Cost/level of effort and overall value to the City.

The proposals received are summarized below:

Consultant	Proposed Cost	Evaluation/Rank
Unico Engineering	\$90,449.77	1
DCCM	No proposal submitted	N/A
Consor	\$54,478.86	2

Final Evaluation

Unico received the higher overall score and ranked higher in each evaluation category, including Cost/Level of Effort. The selection committee determined that Unico proposed the most efficient staffing approach, providing appropriate CM and inspection coverage during critical construction activities without unnecessarily providing full-time coverage when that level of inspection may not be warranted.

In response to Council's concern regarding CM costs, Unico provided additional detail supporting its proposed staffing, hours, approach, and scope of services. The proposed staffing, hours, rates, and \$90,500 fee remain unchanged from the original proposal. Unico's additional information demonstrated that the proposed level of effort is based on

the anticipated CM needs over the 45-working-day construction period rather than as a percentage of construction cost. While the construction value is relatively modest, the Project requires core CM services as well as appropriate field observation and coordination associated with the historic structure, lead-based paint, and potential concealed deterioration.

The \$90,500 fee is a time-and-materials, not-to-exceed budget rather than a lump-sum amount that will necessarily be expended. Services will be provided and billed only as Project activities warrant, allowing CM involvement to scale with actual construction needs while maintaining sufficient capacity for critical activities and unforeseen conditions.

Conсор's proposal scored lower in each evaluation category and did not demonstrate the same level of alignment with the Project's needs, including relevant historic building preservation experience. Although Conсор proposed a lower not-to-exceed amount, its scope has 100 fewer hours of onsite project management because those hours are being split with managing other Benicia road projects. This reduction of onsite management is concerning to staff. The lack of onsite oversight, especially without the expertise in historical buildings could lead to delay or increased costs.

Based on the competitive evaluation, staff determined that Unico provides the best overall value to the City based on its qualifications, relevant experience, Project-specific approach, efficient staffing plan, and cost/level of effort. Staff therefore recommend award of the CM task order to Unico Engineering in an amount not to exceed \$90,500.

NEXT STEPS:

If approved, the City will execute the CM task order with Unico Engineering and coordinate with Creative Property Renewal, Inc. to begin construction in late September/early October 2026. Construction is scheduled for completion within 45 working days.

ALTERNATIVE ACTIONS:

Due to limited Engineering staffing and the current workload associated with active capital projects and other Public Works responsibilities, City staff does not have sufficient capacity to perform the construction management and inspection services required for this Project. Accordingly, proceeding with the current construction contract without consultant CM support is not considered a viable alternative.

If Council chooses not to award the CM task order to Unico Engineering or Conсор Council could instead direct staff to discontinue the current Phase 1 project, take the necessary steps to rescind or terminate the construction contract award to Creative Property Renewal, Inc., as applicable, and combine the current Phase 1 Maintenance and Preservation Project with the planned Phase 2 improvements. Phase 2 is anticipated to include reconstruction of the decking surrounding the Depot, sidewalk improvements, Americans with Disabilities Act (ADA)-compliant access improvements, and associated street parking improvements.

Staff would develop a consolidated project scope and rebid the combined project in spring 2027, including a new solicitation for construction management services, with any additional Council actions required for implementation brought back to Council as necessary.

CEQA Analysis	On September 1, 2026, the City Council determined that the S.P. Depot Preservation and Maintenance Project is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and approved a Notice of Exemption. The proposed action awards construction management services for the previously approved Project and does not modify the Project or result in any new physical improvements. Therefore, no additional environmental review is required.
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ATTACHMENTS:

1. Resolution – Award of Construction Management Task Order
2. Construction Management Services Proposal – Unico Engineering
3. Construction Management Services Proposal – Consor

For more information contact: Danielle Martinez, Public Works Director
Phone: 707-746-4240
E-mail: PW@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AUTHORIZING THE CITY MANAGER TO EXECUTE A TASK ORDER WITH UNICO ENGINEERING IN AN AMOUNT NOT TO EXCEED \$90,500 FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE SOUTHERN PACIFIC RAILROAD DEPOT PRESERVATION AND MAINTENANCE PROJECT

WHEREAS, on September 1, 2026, the City Council awarded the construction contract for the Southern Pacific Railroad Depot Preservation and Maintenance Project (Project) to Creative Property Renewal, Inc. of Stockton, CA, in the amount of \$192,559.65; and

WHEREAS, at its September 1, 2026 meeting, the City Council directed staff to solicit proposals for construction management services for the Project from the City's construction management on-call consultants, including a revised proposal from Unico Engineering, and return to the City Council with a recommendation for award of a task order for these services; and

WHEREAS, in accordance with Council direction, staff solicited proposals from the City's three construction management on-call consultants, Unico Engineering, DCCM, and Consor; and

WHEREAS, Unico Engineering and Consor submitted proposals on September 8, 2026, and DCCM did not submit a proposal; and

WHEREAS, a City selection committee evaluated and scored the proposals using the evaluation criteria provided to the consultants as part of the solicitation, including project understanding and approach, qualifications and relevant experience, staffing, cost/level of effort, and overall value to the City; and

WHEREAS, Unico Engineering received the higher overall score and ranked higher in each evaluation category, including cost/level of effort, and staff determined that Unico Engineering provides the best overall value to the City; and

WHEREAS, Unico Engineering's proposed \$90,500 fee is a time-and-materials, not-to-exceed budget, with services provided and billed only as Project activities warrant; and

WHEREAS, sufficient funding for construction management services is available within the S.P. Depot Capital Project Fund (Fund 520).

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby authorizes the City Manager to execute a task order with Unico Engineering, under the City's existing Master On-Call Agreement, in an amount not to exceed \$90,500 for construction management services for the Southern Pacific Railroad

Depot Preservation and Maintenance Project, subject to approval as to form by the City Attorney.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 15th day of September 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

PROPOSAL TO PROVIDE
CONSTRUCTION MANAGEMENT SERVICES

Benicia Train Depot Preservation & Maintenance Project

SEPTEMBER 8, 2026



September 8, 2026

Neil Leary, PE | Deputy Public Works Director / City Engineer
Public Works Department
City of Benicia
250 East L Street
Benicia, CA 94510

Subject: Benicia Train Depot Preservation & Maintenance Project No. 26-02 – Construction Management Services

Dear Neil,

Thank you for the opportunity to further review our proposed level of effort for construction management and inspection services for the City of Benicia's (City) Benicia Train Depot Preservation & Maintenance Project. UNICO Engineering, Inc. (UNICO) understands the City Council's interest in ensuring that the proposed professional services fee is appropriate for the size and scope of the construction contract.

In response, we reviewed our proposed staffing and hours in greater detail. We developed our fee based on the anticipated effort required to administer the construction contract over its 45-working-day duration, rather than as a percentage of construction cost. While the construction value is relatively modest, many of the fundamental construction management responsibilities—preconstruction coordination, contractor submittals, field inspection and documentation, labor compliance, progress payments, schedule monitoring, change management, and project closeout—remain necessary regardless of the overall construction value. **The historic nature of the Depot, presence of lead-based paint, and potential for concealed deterioration also warrant appropriate field observation and timely coordination as the work progresses.**

To provide additional transparency, the following summarizes how we anticipate utilizing the hours included in our proposal. These are approximate allocations intended to illustrate the basis of our estimate; actual effort will vary depending on construction activities and project needs.

It is also important to note that UNICO's proposal is based on time-and-materials compensation, and the proposed fee represents a budget based on our estimate of the level of effort that may be required—not a lump-sum amount that will necessarily be expended. The hours identified below are anticipated hours by staff classification and will be utilized only as project activities warrant. If construction progresses efficiently, certain services are not required, or the anticipated level of effort is otherwise reduced, those hours will not be incurred or billed to the City. Conversely, the proposed allocation provides sufficient capacity for our team to respond when critical activities, unforeseen conditions, or additional coordination require greater attention. This structure allows UNICO to scale our involvement to the project's actual needs while providing the City with a defined budget for construction management services.

Task 1 – Preconstruction Services | 64 Hours

- **Construction Manager – 24 hours:** Contract document and project review; coordination with City staff and the Contractor; preparation for and participation in the preconstruction conference; review of Contractor schedule, initial submittals, lead compliance documentation, and project-specific requirements; and establishment of construction administration procedures.
- **Construction Inspector – 16 hours:** Review of plans, specifications, bid quantities, and existing conditions; site reconnaissance and baseline photo documentation; identification of inspection and documentation requirements; and preparation for field activities.

- **Office Engineer – 24 hours:** Establishment of project files, logs, correspondence and document-control systems; preparation of meeting materials and minutes; development of submittal, RFI, change order, and payment tracking logs; and administrative support for project startup.

Task 2 – Construction Services | 450 Hours

- **Construction Manager – 90 hours:** Approximately two hours per working day averaged over the 45-working-day construction period. Effort includes coordination with the City, Contractor, Designer, and stakeholders; periodic site visits; review and resolution of RFIs and submittals; schedule monitoring; evaluation of unforeseen conditions; review of change proposals and cost estimates; progress meetings; progress payment review; and management of issues requiring City direction or technical resolution.
- **Construction Inspector – 144 hours:** Approximately three hours per working day averaged over the construction period. Effort includes field observation of roofing, carpentry, gutter, glazing, surface preparation, painting, and restoration work; verification of quantities and completed work; observation of Contractor lead-related practices; identification and documentation of nonconforming work; labor interviews as required; photographic documentation; daily reports; and coordination of field conditions with the Construction Manager and Contractor. Inspection effort will be adjusted to match the Contractor's activities, with greater coverage during critical work and reduced coverage when field activities do not warrant inspection.
- **Office Engineer – 216 hours:** Approximately five hours per working day averaged over the construction period. Effort includes maintaining project correspondence and document-control systems; processing and tracking RFIs and submittals; review and verification of certified payroll and labor compliance documentation; maintaining quantity and payment records; preparing progress payment documentation; tracking changes and potential claims; maintaining project photographs and records; preparing weekly meeting agendas and minutes; assisting with monthly status reporting; and supporting the Construction Manager and Inspector with ongoing contract administration and site visits, as necessary.

Task 3 – Post-Construction Services | 56 Hours

- **Construction Manager – 16 hours:** Participate in final inspection and punchlist walk; develop and coordinate punch-list resolution; review outstanding contract issues; evaluate final payment and completion status; negotiate closeout changes and assist the City with final acceptance.
- **Construction Inspector – 16 hours:** Perform final field inspection; document punch-list items; verify corrective work; confirm completed quantities and restoration; and review Contractor record drawings and closeout information for completeness.
- **Office Engineer – 24 hours:** Assemble and reconcile final project records; close outstanding RFI, submittal, change, payment, and labor compliance files; organize record drawings and closeout documentation; prepare final project files and close out changes; and transfer the completed construction records to the City.

This allocation represents 570 professional hours distributed among construction management, field inspection, and project administration from preconstruction through final acceptance. In addition, the proposal includes a limited \$1,500 allowance for laboratory testing and reports, if necessary, rather than carrying a larger testing budget that may not ultimately be required. The proposed level of effort also recognizes that a project of this size may attract a smaller contractor with limited experience navigating the documentation, labor compliance, and administrative requirements associated with publicly funded construction, requiring additional coordination and guidance to help maintain compliance and keep the project progressing efficiently.

We have intentionally structured the team to match the anticipated needs of this project. Field inspection is part-time rather than full-time, and the Construction Manager's involvement is focused on activities requiring higher-level coordination, technical judgment, or City interaction. A significant portion of the routine contract administration and documentation is assigned to our Office Engineer at a substantially lower billing rate. **This approach allows us to provide the City with the necessary level of project oversight while utilizing each team member where their experience and billing rate provide the greatest value.**

We recognize the City's responsibility to carefully manage public funds and appreciate the opportunity to clarify the basis of our proposed fee. We believe the proposed budget and level of effort appropriately balance cost with the City's need for effective contract administration, documentation, quality oversight, and protection of this historic community asset. As a time-and-materials assignment, our team will actively manage its effort throughout the project, utilizing the proposed hours only as necessary to meet actual project needs.

We appreciate the City's consideration and look forward to continuing our work with Benicia on this important project.

Sincerely,

UNICO Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'Carlos M. Melendez', with a stylized flourish at the end.

Carlos M. Melendez, PE
Associate Vice President

About UNICO

Client Focused. Quality Driven.



Since 2013, UNICO has provided construction management, inspection, and contract administration services for public agencies throughout California. Our team has experience managing rehabilitation projects involving historic facilities, building-envelope improvements, hazardous material compliance requirements, and unforeseen conditions

common to aging structures.

For the Benicia Depot Preservation & Maintenance Project, UNICO will provide practical, right-sized construction management focused on protecting the Depot's historic character while maintaining schedule, quality, and regulatory compliance.

Our services include:

- **Construction administration**
- **Inspection, submittal and RFI review**
- **Contractor compliance oversight**
- **Quantity and payment verification**
- **Change management**
- **Project documentation, and closeout.**

UNICO has a strong track record of delivering thorough documentation, responsive coordination, and effective issue resolution. We will work closely with the Contractor, City staff, and design team to support timely decisions, manage lead compliance requirements, address unforeseen conditions, and maintain progress throughout the 45-working-day construction period.

UNICO Statistics



140 California Employees



20+ Licensed Engineers



60+ AREs, OEs, and Inspectors



6 Offices in California

UNICO Information

- **Headquarters:** 80 Blue Ravine Road, Suite 250
Folsom, CA 95630
- **Local Office:** 1800 Sutter Street, Suite 320
Concord, CA, 94520
- **Telephone:** 916.900.6623
- **Project Manager:** Carlos Melendez
- **Email:** cmelendez@unicoengineering.com
- **Cell Phone:** 510.385.0506



Ability, Capacity, and Skill

Project Understanding

UNICO understands that the City's Train Depot Preservation & Maintenance Project, Project No. 26-02, is intended to restore, protect, and preserve the exterior of the historic Southern Pacific Railroad Passenger Depot at 90 First Street. The work includes replacing approximately 3,800 square feet of roofing; localized roof deck, fascia, trim, and siding repairs; replacing gutters and downspout connections; reglazing windows; restoring and reinstalling building signage; exterior cleaning; and preparing and painting the building and associated features. Maintaining the historic character of the Depot, including appropriate materials, colors, finishes, and architectural details, will be central to successful project delivery.

While relatively modest in construction value, the project will require attentive construction management because much of the work involves an existing historic structure where the full extent of deterioration may not be apparent until roofing, coatings, and other materials are removed or prepared. Accurate documentation of existing conditions, field verification of repair quantities, coordination of unforeseen conditions, and timely decision-making will be important to maintaining the 45-working-day construction schedule.

The presence of lead-based paint identified in Addendum No. 1 adds an important safety and environmental consideration, particularly during surface preparation and painting. UNICO will provide construction administration and limited field oversight focused on contractor coordination, schedule and quality control, submittals and RFIs, quantity and payment verification, change management, oversight of Contractor lead-related compliance documentation and observed field practices, project documentation, and closeout. Our objective will be to help the City efficiently deliver the improvements while protecting the historic integrity of this important Benicia landmark.



UNICO's Approach

UNICO's construction management approach for the Train Depot Preservation & Maintenance Project focuses on protecting the historic character of the Depot while managing construction risks, regulatory compliance requirements, and stakeholder coordination. Drawing on our experience administering rehabilitation projects involving aging infrastructure like the recent award winning Downtown Library Renovation for the City of San Rafael, we provide disciplined project documentation, responsive communication, and active coordination between the Contractor, City staff, and design team. Our approach emphasizes addressing compliance obligations associated with lead and asbestos-related requirements and supporting timely decisions throughout construction.

Responsiveness

UNICO is built on a culture of responsiveness and client-focused service. With a local office in Concord, we provide staff for this project who respond quickly to field issues and maintain strong coordination in real time. We provide consistent and open communication by:

- Being present on-site during construction and readily available for consultation.
- Returning calls, texts, and emails within 24 hours.
- Responding to field issues, unforeseen conditions, and emergency inspection requests immediately.

- Keeping City staff, the design team, and stakeholders informed with timely updates and recommended resolutions.
- Facilitating prompt coordination between the Contractor, City, and design team to maintain progress and avoid delays.
- Practicing proactive partnering with stakeholders to build trust, resolve issues efficiently, and maintain project momentum.

Cost Management

UNICO takes a disciplined, analytical approach to budget management, combining technical review with real-time forecasting:

- **Budget Forecasting:** Progress payment, quantity reviews, and forecast reports help the City monitor spending and anticipate overruns. When rehabilitation work reveals concealed deterioration or additional repairs, our team documents existing conditions, validates quantities, and provides timely cost and schedule impact assessments to support informed decision-making.
- **Construction Value Engineering:** Using our extensive experience, our team offers field-based recommendations that optimize performance while maintaining the historic character, materials, and architectural features of the facility.
- **Independent Estimate Reviews:** We provide an analysis of the engineer's estimate to align with project intent and control risk early.

Timely Project Delivery

UNICO's team actively manages communication, tracks contracts, and documents day-to-day construction interactions to minimize impacts to the project schedule.

- Quick response to RFIs, submittals, and correspondence allows the Contractor to plan and execute work without delay.

- Coordination of unforeseen conditions and field-directed repairs helps maintain project progress when hidden deterioration is discovered during demolition, cleaning, or surface preparation activities.
- Contract time tracking is performed using Weekly Statements of Working Days to verify the Contractor remains informed and accountable.
- Focused contract management signals that the UNICO team is fully engaged, motivating the Contractor to stay on schedule and helping the City meet its delivery goals.

Quality Control

UNICO defines quality as the successful preservation of the Depot's historic character while maintaining compliance with project requirements and delivering complete, accurate documentation.

- **Product and Materials Quality:** Inspectors work closely with the Contractor and project team to verify that repair methods, replacement materials, finishes, and workmanship conform to project requirements and support preservation of the Depot's historic character.
- **Documentation and Compliance Management:** Regardless of funding source, UNICO administers projects with the rigor, documentation, and accountability required for federally funded work. UNICO maintains complete and auditable project records, including daily reports, inspection documentation, field directives, RFIs, submittals, quantity tracking, and closeout records. For projects involving hazardous materials, we monitor contractor compliance with lead and asbestos requirements, track required certifications and documentation, and coordinate with the Contractor, City, and design team to support compliance throughout construction.
- **Continuous Improvement:** Ongoing communication, field reviews, and timely resolution of issues help identify concerns early, reduce rework, and manage unforeseen conditions before they affect project cost or schedule.

Qualifications and Experience of Personnel

UNICO has assembled a team experienced in delivering historic rehabilitation and preservation projects throughout Northern California with characteristics similar to this project, including small-scale historic facilities, specialized restoration work, limited construction budgets, and construction performed by smaller contractors. Collectively, our team brings technical expertise, coordination skills, and regulatory knowledge necessary to successfully rehabilitate aging facilities while preserving their historic character.



Carlos Melendez, PE, QSD

Principal in Charge

Carlos will serve as the Principal in Charge, providing executive level oversight and leverage his strong relationship with the City to deliver this project seamlessly. Carlos has over 26 years of experience and a genuine connection and respect for communities

he serves. As a longtime Martinez resident, he has a deep appreciation for the history and character of neighboring Benicia and understands the importance of preserving the City's historic assets for future generations.

- **Time in Industry:** 26 years
- **With UNICO:** 6 years

Certifications

- Caltrans Resident Engineer Academy
- USACE Construction Quality Management Training
- ASCE Soil and Rock Slope Stability



Jenna Castro, PE, QSP, PMP, LEED AP

Senior Resident Engineer & Construction Manager

Jenna brings passion and well-rounded expertise to her role as the Senior Resident Engineer & Construction Manager for this project. She will lead day-to-day construction management efforts, drawing on her strong technical background and proven ability

to navigate complex construction challenges. Jenna has direct relevant experience having worked recently on two historic libraries for the City of San Rafael as well as several projects for the City of Concord and Benicia allowing her to operate as an extension of City staff immediately with no learning curve.

- **Time in Industry:** 16 years
- **With UNICO:** 1.5 years

Registrations

- Mechanical Engineer - CA #M36525 (2010)
- Qualified SWPPP Practitioner (QSP) - CA #84366
- Project Management Professional - CA #2750843



Michael Galusha

Construction Inspector

With more than 40 years of construction inspection experience, Michael brings seasoned field judgment and a proactive approach to quality assurance. He identifies and resolves potential issues early, helping protect the City's budget, schedule, and

project objectives. Michael will provide oversight of workmanship, lead-based paint controls, hazardous materials procedures, and contractor compliance with project-specific lead requirements while helping preserve the historic integrity of the Depot.

- **Time in Industry:** 40 years
- **With UNICO:** 1 year

Certifications

- Confined Space
- CPR/First Aid
- 40-Hour Hazardous Waste
- Welding Inspection
- Construction General Permit QSP Training
- CESSWI Storm Water Inspector Training

Cost/Level of effort

As thoroughly discussed in the Cover Letter, UNICO has developed a cost-effective level of effort that aligns with the project's 45-working-day duration, construction value, and associated risks. Rather than providing unnecessary full-time coverage, our staffing approach concentrates resources during critical construction activities while providing targeted oversight when additional coverage is not warranted. By assigning routine administration and documentation tasks to lower billing rate staff and scaling services to project needs under a time-and-materials structure, we provide the City with effective oversight, responsiveness, and value while maintaining appropriate budget control.

City of Benicia

Construction Management Services for the Benicia Train Depot Preservation & Maintenance Project No. 26-02

Cost Proposal

		UNICO ENGINEERING					
		Carlos Melendez, PE PIC	Jenna Castro, ME, PMP Sr. Resident Engineer / Construction Manager	Michael Galusha Construction Inspector	Construction Inspector (OT)	Paul Bursey, EIT Office Engineer	
	Bill Rate	\$259.33	\$239.23	\$176.99	\$265.48	\$101.14	
Task #	Task Description	Hours					Total
1	Pre-Construction Services		24	16		24	\$ 11,000.57
2	Construction Services		90	144		216	\$ 68,862.46
3	Post-Construction Services		16	16		24	\$ 9,086.75
		0	130	176	0	264	\$ 88,949.77

Other Direct Costs (ODCs)	
Laboratory Testing and Reports (if necessary)	\$ 1,500.00
Subtotal ODCs	\$ 1,500.00
TOTAL	\$ 90,449.77

Relevant Project Experience

UNICO and the proposed project team bring relevant experience managing public agency rehabilitation projects that require careful coordination, detailed documentation, and responsive management of unforeseen conditions. Our experience includes historic and occupied facility renovations, building-envelope improvements, fire and damage restoration, and projects involving hazardous-material controls and regulatory compliance. Representative projects such as the Downtown Library Renovation and Pickleweed Library Renovation for the City of San Rafael, as well as the Maintenance Building Fire Repair for the City of Concord, reflect the types of construction challenges, stakeholder coordination, documentation requirements, and quality-control measures anticipated for the Train Depot Preservation & Maintenance Project.

Downtown Library Renovation

City of San Rafael

UNICO provided construction management services for the renovation of the City of San Rafael's 116-year-old Downtown Library. Funded through two California State Library grants, the project modernized the historic facility while preserving its architectural character. Improvements included interior renovations, life-safety upgrades, installation of an interior lift, and modifications to building systems including HVAC, electrical, lighting, telecommunications, audiovisual, and plumbing. The project was recently recognized nationally with an APWA Project of the Year Award in the Historical Renovation/Preservation category, reflecting the team's successful balance of modernization, preservation, and construction management excellence. UNICO managed stakeholder coordination, contract administration, schedule monitoring, submittals, RFIs, change orders, project documentation, and project closeout.

Project Similarities

- Rehabilitation of a historic public facility where preservation of the building's architectural character was a primary project objective.
- Renovation of an aging structure requiring careful evaluation of existing conditions and coordination of improvements within an occupied community asset.
- Management of RFIs, submittals, change orders, progress payments, compliance requirements, and project documentation.
- Public agency project requiring disciplined contract administration, quality control, and detailed project records.



Reference

April Miller

Public Works Director
City of San Rafael

P: 415.485.3409

E: april.miller@cityofsanrafael.org

Pickleweed Library Renovation

City of San Rafael

UNICO provided construction management and inspection services for the renovation of the Pickleweed Library, a publicly occupied community facility in San Rafael. The project included interior renovations, life-safety upgrades, exterior entry improvements, and modifications to multiple building systems funded through California State Library grants. UNICO managed stakeholder coordination, submittals, RFIs, change orders, quality assurance, compliance documentation, schedule monitoring, and project closeout while serving as the liaison between the City, contractor, design team, and facility staff.

Project Similarities

- Rehabilitation of an existing public facility requiring ongoing coordination among the owner, contractor, design team, and facility stakeholders.
- Extensive documentation and contract administration, including RFIs, submittals, change orders, progress payments, and closeout records.
- Management of unforeseen conditions and field issues requiring timely evaluation and resolution.
- Construction management services focused on maintaining schedule, minimizing disruption, and protecting the owner's interests.



Reference

John Thomas, PE

Senior Project Manager
City of San Rafael

P: 415.256.5596
E: john.thomas@cityofsanrafael.org

Maintenance Building Fire Repair

City of Concord

UNICO provided construction management and inspection services for the repair and restoration of the City of Concord's Maintenance Building following significant fire damage. The project included selective demolition, cleanup of damaged building elements, replacement of windows and doors, installation of new metal siding and roofing, structural steel repairs, and restoration of building systems including electrical and plumbing. UNICO managed construction administration, quality assurance, materials testing coordination, documentation, contractor compliance, schedule monitoring, and stakeholder coordination throughout the project.

Project Similarities

- Rehabilitation of an existing public facility requiring careful documentation and resolution of damaged and unforeseen conditions.
- Building-envelope improvements including roofing, exterior wall systems, windows, doors, and painting.
- Extensive construction documentation, including daily reports, photo documentation, quantity verification, pay applications, change orders, and project closeout records.
- Close coordination between the City, contractor, design team, utilities, and other stakeholders to maintain schedule and promptly resolve field issues.



Reference

Aldrich Bautista

Associate Civil Engineer
City of Concord

P: 925.671.3028
E: aldrich.bautista@cityofconcord.org

Availability, Project Approach and Ability to Meet Schedule

UNICO's proposed team is available to support the City's anticipated September 2026 construction start and provide responsive construction management and inspection services throughout the 45-working-day construction period. Our local team offers the flexibility to adjust field presence based on construction activities, allowing us to provide focused oversight during critical operations while maintaining an efficient overall level of effort.

Maintaining schedule will require timely review of submittals and rapid resolution of field issues. UNICO will actively track and prioritize time-sensitive submittals, particularly historic paint colors, roofing materials, gutters, glazing, signage, and other architectural elements intended to match existing conditions. Close coordination with the Contractor, City staff, and design team will support timely decisions and minimize procurement or construction delays.

Inspection resources will be concentrated during critical work activities, including roofing replacement, repair of deteriorated wood elements, lead-related surface preparation, overall protection of existing facilities, coordination with building users/

businesses, and painting, window restoration, and final acceptance inspections. This approach provides meaningful oversight where project risk is greatest while remaining appropriately scaled to the size of the project.

As construction progresses into the fall and approaches the winter wet-weather season, UNICO will closely monitor schedule performance and encourage early completion of weather-sensitive work. Through proactive communication, schedule tracking, and prompt issue resolution, we will help maintain project momentum and minimize impacts to the City's schedule.

Drawing on our experience delivering historic rehabilitation and restoration projects, our team understands that concealed deterioration and other unforeseen conditions are common when rehabilitating aging facilities. We will promptly document field conditions, evaluate potential cost and schedule impacts, coordinate with the City and design team, and assist in developing practical solutions that keep work moving while preserving the historic character of the Depot.

Proposed Staffing and Availability

Team Member	Role	Availability	Responsibilities
Carlos Melendez	Principal in Charge	35%	Executive oversight and issue escalation throughout the project
Jenna Castro	Senior Resident Engineer/ Construction Manager	30%	Day-to-day construction management from mobilization through closeout
Michael Galusha	Construction Inspector	30%	Part-time field inspection with increased coverage during critical work activities

References/Past Performance

References for the representative projects presented in Section 3, Relevant Project Experience, are provided within each project description. UNICO also offers the following client references who can speak directly to our construction management and inspection services:

City of Benicia	Contra Costa County	City of Concord	City of Vacaville
Derek Linsley Senior Civil Engineer	Adelina Huerta Division Manager	Kevin Wheat Associate Civil Engineer	Jacob Smith Engineering Manager - Construction
P: 707.771.4861	P: 925.313.2305	P: 925.671.3422	P: 707.449.5429
E: dlinsley@ ci.benicia.ca.us	E: Adelina.huerta@ pw.cccounty.us	E: kevin.wheat@ cityofconcord.org	E: Jacob.smith@ cityofvacaville.com



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CONCORD, CALIFORNIA 94520

916.900.6623

WWW.UNICOENGINEERING.COM

September 8, 2026

Neil Leary, P.E.

Deputy Public Works Director/City Engineer
City of Benicia
250 East "L" Street
Benicia, CA 94510

RE: Construction Management Services – Southern Pacific Railroad Passenger Depot Maintenance & Preservation Project

Dear Neil,

Consor North America, Inc., is pleased to submit our proposal to provide construction management and inspection services to the City of Benicia for the Southern Pacific Railroad Passenger Depot Maintenance & Preservation Project. The requested services will be provided pursuant to a Task Order under the City's existing Master Professional On-Call Services Agreement for construction management services.

Consor is well qualified and highly motivated to provide inspection services to the City for this project. Consor has performed construction management and inspection services on similar projects for many other agencies for similar improvements. We have the personnel with the experience and expertise to successfully complete this project for the City.

As Project Manager, I will provide technical support to the construction management staff and the City of Napa to ensure that the City has every resource necessary from Consor for a successful project.

Project Understanding

The City is looking for full construction management services for this project which consists of historically accurate exterior maintenance work to restore, protect, and preserve the Benicia Southern Pacific Railroad Passenger Depot. The work generally includes reroofing with minor nonstructural roof deck and fascia/trim repairs as needed; full rain gutter replacement; resealing/re-puttying window glazing as needed; removal, repair, and reinstallation of building signage; exterior pressure washing; repair and preservation of damaged wood siding and trim; and preparation, priming, and repainting of all exterior surfaces using historically accurate colors and sheens. The project duration is approximately 40 working days.

Scope of Services

Our proposed construction inspection staff has the expertise to meet the challenges anticipated on this project and will ensure that the work is successfully completed in accordance with all local, state and federal regulations. We will perform all the duties required by the City of Benicia for this project. Scope of work will include:

- Project Documentation – daily reports, photos, and quantities of work
- Quality Assurance, Inspection and Material Testing
- Public and Community Relations
- Post Construction / Close-out

Staffing and Availability

Our proposed construction manager is **Brian Fleck, PE**. Brian has a proven track record of effectively administering public works and critical facility construction projects for local agencies in the Bay Area, including previous projects with the City of Benecia. He maintains project records that meet and exceed the requirements of the Caltrans Local Assistance Procedures Manual. His projects have ranged from highways, bridges, and local streetscapes to new construction of a critical facilities. Brain has a successful history of protecting agency interests while maintaining a productive working environment with contractors.

To help Brian in the field, our proposed inspector is **Pat Giles**. Pat is a highly driven individual who maintains a positive attitude and welcomes the challenge and the responsibility of producing results quickly and accurately. Pat is an experienced inspector, having worked on infrastructure improvement projects throughout the Bay Area, including the City of Benecia. He has experience with roadway & underground projects, as well as emergency repairs and facility rehabilitation projects.

This team is also involved in the City's current 2026 Paving Project where they will work on both projects simultaneously, affording the City some cost efficiencies for both projects. We have attached Brian and Pat's resumes and a cost proposal based on a 40 working day duration for a half-time inspector and a part-time construction manager.

Conсор has the expertise to meet the challenges of this project and confirm that the work is successfully completed in accordance with contract requirements. Should you have any questions or need additional information, please do not hesitate to contact me at (925) 818-7536 or jaemin.park@consoreng.com.

Sincerely,

Conсор North America, Inc.



Jaemin Park, PE, Principal Project Manager
Authorized to bind the firm contractually
925.818.3756 | jaemin.park@consoreng.com

Attachments



City of Benicia - Department of Public Works

Benicia Southern Pacific Railroad Passenger Depot Preservation and Maintenance Project

9/8/2026

Name/Classification			Hours			Total Regular Hours	Total Overtime Hours	Cost
	Regular Rate	Overtime Rate	Pre-Con	Construction	Close-out			
Brian Fleck, PE Resident Engineer	\$ 252.00	\$ 252.00	4	72	4	80	0	\$ 20,160.00
Pat Giles Sr. Construction Inspector	\$ 184.51	\$ 276.76	2	180	4	186	0	\$ 34,318.86
							TOTAL =	\$ 54,478.86

1. Rate includes vehicle, mobile phone, laptop and all equipment required to perform required duties.
2. Based on 45 working days for part-time CM & Inspection efforts.



Brian Fleck, PE, QSD/QSP

Resident Engineer



EXPERIENCE

16 years

EDUCATION

BS, Civil Engineering, California State Polytechnic University, San Luis Obispo

REGISTRATION

Professional Civil Engineer
CA #79986
QSD/QSP Certificate #24194

LOCATION

Walnut Creek, CA

JOINED FIRM

2023

Brian has 16 years of experience providing project management, construction management, construction administration, and oversight of highway, bridge, underground and public works infrastructure projects throughout California. He has worked with state, regional and local agencies in the capacity of vice president of project management, senior project manager, project manager, project engineer and resident engineer. He has contributed to numerous constructability/biddability reviews and value engineering studies. He has provided schedule and claims analysis, mitigation and resolution support to state, regional and local agencies. Brian is an expert in federally funded projects including numerous Caltrans, City and County projects. Brian also completed FDR projects for the City of Davis and Lake County in recent years

KEY PROJECT EXPERIENCE

MILITARY WEST PEDESTRIAN BRIDGE (\$1.5M); City of Benicia, CA; *Project Manager.*

This project constructed a new single-span prefabricated steel bridge over Military West at the Mary Farmer Elementary School. The work included reinforced concrete bridge abutments, cast-in-drilled hole (CIDH) pier foundations, reinforced concrete deck, segmental retaining wall systems, hot mix asphalt and concrete pathways, fencing, grading, and site preparation. The site presented unique challenges, with the work occurring over the main route to the elementary school. Additionally, the existing slopes proved challenging for the contractor, as the site access was limited by the residential neighborhood on one side and the school property on the other side. Additionally, PG&E had high voltage overhead wires that had to be turned off and de-energized during the setting of the bridge. A 140-ton crane was used to connect the three-piece bridge in place and an ADA-approved concrete deck was also poured for pedestrian and bicycle use. Brian's responsibilities included all PM aspects from post bid thru completion including RFI and submittal review, pay applications, coordination with numerous entities and working with the contractor for a successful completion of the new bridge.

HWY 29 PAVING PROJECT (CALTRANS 04-4J3004); Caltrans; *Senior Project Manager.*

Brian was the senior project manager on this \$8.8M Caltrans paving project that included approximately 200,000 SY of cold plane (grind and pave) 20,000 tons of HMA, and another 20,000 tons of R-HMA. Work also included 7 miles of signs, stripe, MBGR, drainage and safety improvements.

US 101 BROADWAY BURLINGAME (CALTRANS 04-235844); California Department of Transportation (Caltrans); *Senior Project Manager.*

Brian was the Senior Project Manager for this project, which consisted of reconstruction of the existing Broadway/US-101 interchange. This project provided improvements to Broadway, US-101 on – and off-ramps, Rollins Road, Bayshore Highway and Airport Blvd. This project also reduced traffic congestion, enhanced bicycle and pedestrian access and safety and improved performance of the roads by improving traffic movements and access around the interchange. The project included demolition and a brand new bridge across HWY 101, a new HWY 101 southbound on-ramp bridge, new traffic signals, soil mixing and new bridge foundations to improve traffic flows. This project also included new retaining walls, reconfiguration of side streets and access roads, profile grade changes to meet current design standards, new sidewalks and bike lanes, new bio swales, new HMA, R-HMA and open grade HMA. Also included were numerous water lines, storm drainage and sewer systems ranging from 6" to 30". There were also some major sewer bypass and temporary connections, jack and bore pits and sewer force mains.

HWY 1 VALLEY FORD BRIDGE REPLACEMENT (CALTRANS 04-209504); Caltrans; *Senior Project Manager*. Brian was the senior project manager on this \$9.2M federally funded project that included a new bridge and demolition of the old bridge along HWY 1 at the Marin / Sonoma county line. Work included new multi span pre-cast girder bridge with a cast in place deck, numerous retaining walls and temporary wire wall between stages, traffic switches, new drainage, stripe, signs, new HMA and new bioswales.

FERRYSIDE LANDING PROJECT (\$1.7M); City of Sausalito, CA; *Project Manager*. This federally funded project involved working in three phases to keep access to the critical ferry slip and yacht club open at all times. Numerous pedestrian detours and temporary traffic handling plans were implemented, as the ferry service from SF to Sausalito is a critical mode of transportation in the region. Improvements included a new pedestrian concrete plaza, new bike racks, and a designated bike parking program. A portion of the existing parking lot was redone and ADA access was improved throughout the area.

CITY OF CONCORD ACCESSIBILITY IMPROVEMENTS #10 PROJECT #2603; Concord, CA; *Project Manager*. Brian was the project manager for this ADA curb ramp project which included upgrades to 31 ADA ramps, new curb, gutters, sidewalks, signs and stripes. This project was in a residential neighborhood flanked by an elementary school and also included ADA ramps at a community park.

HWY 101 NOVATO NARROWS (CALTRANS 04-264074); Caltrans; *Project Manager*. Brian was the project manager on this \$26.6M federally funded project that included widening an existing bridge across HWY 101 in Novato. Work included a widened multi span cast in place bridge, numerous retaining walls, soldier beams, soil nails, shotcrete, approximately 4 miles of frontage roads, new on and off ramps. Work also included over 10,000' of 30" and 42" welded steel pipe for a new water line, 5,000' of storm drain, 18,000' of underdrain pipe.

HWY 128 CONN CREEK BRIDGE (CALTRANS 04-1G4304); Caltrans; *Senior Project Manager*. Brian was the senior project manager and oversaw the project manager on this \$8.0M Caltrans project that included a new multi span bridge across HWY 128 in Napa. Work included a new bridge, abutments, CIDH, retaining walls / wing walls, shotcrete, new roadway section, signs, stripe, erosion control, etc.

HWY 1 STINSON BEACH (CALTRANS 04-0P0304); Caltrans; *Senior Project Manager*. Brian was the senior project manager on this \$22.7M Caltrans emergency project that included a new soldier beam, lagging and tieback retaining wall in Stinson Beach. Work was ordered as an emergency project, typically the

crews worked 6 days a week and 10 to 12 hour days. This was to alleviate an active landslide on HWY 1 for Caltrans.

HWY 1 JENNER (CALTRANS 04-0J3004); Caltrans; *Senior Project Manager*. Brian was the senior project manager on this \$12.9M Caltrans project that included approximately 250 new soldier beams, 110 MFBM of 6" x 12" lagging and 250 tieback ground anchors. Work also included numerous creek diversion and new drainage systems for this 2,000' long retaining wall in Jenner.

HWY 121 CAPELL CREEK BRIDGE REHABILITATION (CALTRANS 04-4J2104); Caltrans; *Senior Project Manager*. Brian was the senior project manager for this project which included a creek diversion and bridge rehabilitation in Circle Oaks, California. The bridge was in need of a full remove and replacement, but due to budgetary constraints, a more cost effective approach was selected to seismically strengthen the existing bridge.

HWY 121 SARCO CREEK BRIDGE (CALTRANS 04-2A3204); Caltrans; *Senior Project Manager*. Brian was the senior project manager and oversaw the project manager on this \$2.9M Caltrans project that included a new bridge across Sarco Creek along HWY 121 in Napa. Work included a new bridge and abutments, new roadway section, signs, stripe, erosion control, etc.

SANTA VENETIA ADA AND HMA IMPROVEMENTS; County of Marin, CA; *Project Manager*. Brian was the project manager for this County of Marin project. Work included numerous ADA, curb, gutter and sidewalk improvements along with new drainage in the area. Finally, a grind and pave section was also completed.

2018 PAVEMENT REHABILITATION; Town of San Anselmo, CA; *Project Manager*. Brian oversaw the project for this San Anselmo project valued at \$1.6M. Work included grinding and paving as well as numerous ADA, curb, gutter and sidewalk improvements.

SAN PABLO AND WILDCAT CREEKS LEVEE REMEDIATION; Contra Costa County; *Senior Project Manager*. Brian was the contractor's senior project manager for this FEMA mandated levee remediation to raise freeboard to 100-year flood requirements. Work involved installation of sheetpile walls, levee fill, concrete walls, and HMA pavement to raise levee roads. The project required close environmental monitoring and coordination with various entities including East Bay Regional Park District and County Flood Control District. The project was funded by local County funds, State funds and FEMA funds.



Pat Giles

Construction Inspector



EXPERIENCE

40 years

EDUCATION

BS, Construction Management, California State University, Chico

LOCATION

Walnut Creek, CA

JOINED FIRM

2024

Pat has more than 40 years of construction inspection and construction management of local roads, highways, bicycle lanes, roundabouts, buildings, and other public works projects constructed to Caltrans, federal, and local agency specifications. His technical knowledge encompasses roadway construction; grading and excavation; underground utilities; concrete curb ramps and ADA; stage construction; slope protection; AC paving, striping, pavement markings, and signage; streetlights, safety, SWPPP, and traffic control; and electrical system construction. Pat has also worked on numerous emergency facilities, waste transfer stations, and private developments and has knowledge of building codes, OSHPD requirements and public works construction specifications.

KEY PROJECT EXPERIENCE

ANNUAL SLURRY SEAL REPAIR PROJECT (\$510K); City of El Cerrito, CA; *Construction Inspector*. Pat provided construction engineering and inspection services for the 2022-2023 Slurry Seal Project as part of the On-Call Construction Management contract with the City of El Cerrito. The project was funded by the City's Measure A Street Improvement Fund/Annual Program of Maintenance. The scope of the project consisted of repairing localized pavement failures (patch paving), sealing pavement cracks, applying a slurry seal treatment, installation of traffic striping and markings on 14 street segments.

TIMBER PILE REPLACEMENT PROJECT (\$2.3M); City of Berkeley, CA; *Lead Inspector*.

This project scope included demolition and removal of 83 timber piles at Docks J, K, L, M, N, and O. Additionally, the scope of the work included installation of 68 new concrete piles and repair of the timber piles with a fiberglass jacket encasing a steel reinforced epoxy grout fill. Numerous public permitting agreements, various stakeholders and the general public were highly involved in this featured project for the City.

SIR FRANCIS DRAKE BLVD. SLOPE IMPROVEMENT PROJECT (\$1.4M); Marin County; *Field Inspector*.

This federally funded project was located on the eastbound lane shoulder of Sir Francis Drake Blvd at two locations. Project work included constructing two separate cast-in-drilled-hole concrete retaining walls with a pile cap and tiebacks. One wall was approximately 100 feet and the other was 150 feet. Work also involved a culvert replacement, installation of rock slope protection, and roadway paving. The project had a limited work window, along with other permitting restrictions. Daytime construction work required extensive traffic control measures, a temporary signal for one-way traffic control 24 hours a day, for both vehicles & bicycles.

LUCAS VALLEY ROAD SLOPE IMPROVEMENT PROJECT (\$600K); Marin County; *Field Inspector*.

This federally funded project constructed an approximately 116 feet of tangent pile wall along Lucas Valley Road Mile Post 3.92 in San Rafael. A portion of the existing culvert was removed and replaced. Existing trees were cut or trimmed, and one lane of the roadway was reconstructed. Minor vegetation restoration will also be included. Daytime construction work required extensive traffic control measures, a temporary signal for one-way traffic control 24 hours a day, for both vehicles & bicycles.

MULTIPLE ON-CALL REPAIR PROJECTS; City of San Rafael; *Construction Inspector*.

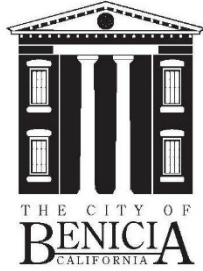
Pat provided construction engineering and inspection services for two small scale City projects – various locations of concrete repairs and storm drain manhole repair on 3rd Street. Pat worked closely with the City's project managers to verify the work performed was successful.

FERRYSIDE LANDING PROJECT (\$1.7M); City of Sausalito, CA; *Lead Inspector*. This federally funded project involved working in three phases to keep access to the critical ferry slip and yacht club open at all times. Numerous pedestrian detours and temporary

traffic handling plans were implemented, as the ferry service from SF to Sausalito is a critical mode of transportation in the region. Improvements included a new pedestrian concrete plaza, new bike racks, and a designated bike parking program. A portion of the existing parking lot was redone and ADA access was improved throughout the area.

MORAGA ROAD AND HACIENDA DRAINAGE; Town of Moraga, CA; *Construction Inspector*. Pat was the construction field inspector and supervisor for this Town of Moraga improvement project. Work includes repairs to existing storm drains including a 12-inch CMP in the Hacienda Parking Lot which was abandoned and a new 12-inch HDPE storm drain being installed at a new alignment. A 60-inch CMP was also repaired using contact grouting and invert lining, and a new maintenance access manhole will be installed on this storm drain. The new 12-inch HDPE storm drain will connect to the new maintenance access manhole. Repairs to the 60-inch CMP will be made via access at the new maintenance access manhole, and no access at the creek is allowed. The third storm drain to be repaired is a 24-inch CMP cross culvert on Moraga Road. This culvert will be lined with CIPP and the downstream-most 10-feet will be replaced with a 24-inch HDPE pipe.

LAVENIDA DRIVE CULVERT REPAIR; City of Orinda, CA; *Senior Inspector*. Pat was the senior inspector for this project, in which the work to be done generally consisted of installing coffer dams and creek diversion to allow replacement of the invert of a 120-inch diameter corrugated metal storm drainpipe culvert with reinforced concrete. Work also consisted of excavating embankments to form and pour new concrete headwalls with decorative architectural treatment. Expected dewatering and pumping was to be necessary. Pat complied with the permits, licenses, agreements, and certifications (PLACs) and the June 15- October 15 in-creek work window. Tree removals, tree trimming, and vegetation removal were required as well.



AGENDA ITEM
CITY COUNCIL MEETING DATE – SEPTEMBER 15, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Human Resources Manager and Finance Director

SUBJECT : **APPROVAL OF AGREEMENTS BETWEEN THE CITY OF BENICIA AND BENICIA PUBLIC SERVICE EMPLOYEE ASSOCIATION, BENICIA SUPERVISORS AND PROFESSIONALS ASSOCIATION, BENICIA POLICE OFFICER'S ASSOCIATION, BENICIA DISPATCHERS ASSOCIATION, BENICIA FIREFIGHTER'S ASSOCIATION AND UNREPRESENTED MANAGEMENT GROUPS**

EXECUTIVE SUMMARY:

The City's Memorandums of Understanding (MOUs) with the Benicia Public Service Employee Association (BPSEA), the Benicia Supervisors and Professionals Association (BSPA), Benicia Police Officer's Association (BPOA), Benicia Dispatchers Association (BDA), and Benicia Firefighter's Association (BFA), expired in June 2026. The City reached tentative agreements on a one-year successor MOUs with the BPSEA, BSPA, BPOA, BDA, BFA, and agreements with the unrepresented management groups. The associations, where applicable, have ratified their tentative agreements.

RECOMMENDATION:

Adoption of a resolution (Attachment 1) approving June 21, 2026 through June 20, 2027 agreements between the City of Benicia and BPSEA, BSPA, BPOA, BDA, BFA, and the agreements with unrepresented groups (Exhibit A).

BUDGET INFORMATION:

The personnel budget is sufficient to absorb the non-pensionable cost increases associated with the new MOUs. During budget development for the current biennial budget cycle, funds were included in the FY2026/27 budget in preparation for labor negotiations for a successor MOU. Given the significant events that have shaped the City's economic future, such as the closure of Valero, the new MOUs did not include a cost-of-living adjustment.

BACKGROUND:

The MOU with all bargaining groups expired in June 2026. Labor negotiations for successor MOUs and agreements began in the spring and have recently been completed with an agreement for a term from June 21, 2026 to June 20, 2027. The

City's labor negotiations team consisted of Special Counsel Mark Wilson, Administrative Services Director Jeff Tschudi, and Interim Human Resources Manager Kim Imboden. Representatives of each bargaining group and the City's labor negotiations team met in good faith to reach an agreement on successor MOUs. Exhibit A is agreements.

The vast majority of Benicia employees are covered by a collective bargaining agreement. The above employee associations have collective bargaining agreements that expired in June. The Meyers-Milius-Brown Act requires California public employers to meet and confer in good faith with employee representatives about matters that fall within the scope of representation. The scope of representation includes all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment.

If an association and employer were not able to reach an agreement, one or both parties could declare impasse during negotiations. The employer's duty to bargain is suspended during impasse procedures and can be revived if circumstances change or one party proposes a concession. Impasse procedures may lead to mediation. During mediation, either party can request fact-finding procedures. The California Public Employment Relations Board provides lists of neutral factfinders who will make findings and recommendations to the parties. Fact-finding is usually informal, with witnesses, exhibits, and testimony presented without a court reporter. After the hearing, the parties may submit briefs or position statements to summarize their positions. The impasse, mediation, and fact-finding process can be time consuming, arduous, and will usually lead to strained employee-employer relationships. During negotiations, it is in the best interest of each party to meet and confer in good faith and to reach an agreement that both parties ratify.

Fortunately, the City and associations worked collaboratively and were able to mutually agree to the terms and conditions outlined in the tentative agreements. It is important to note that while small Cost of Living Adjustments (COLAs) were received in surrounding, comparable cities, the Benicia agreements do not include COLA. Rather, the City has conferred small, non-pensionable, one-time adjustments to deferred comp and leave balances, as described in the background section.

The City, for many years, has dealt with ongoing employee turnover at all levels in the organization and salary compensation continues to fall behind the market. City of Benicia salaries, on average, are 15% behind the market when compared to neighboring jurisdictions. Benicia is not in a position, financially, to bring salaries to the average or median, yet it is important to address the fact that Benicia continues to fall further behind the market.

In the past few years, the City has been able to stabilize turnover for certain classifications, yet others continue to be a challenge. The City is not in a position, financially, to bring employee salaries to market rate; however, the City Council's goal to improve and create an efficient and high-performing organization remains.

Upon adoption of these agreements, many classifications will continue to be significantly below the market average and the City will continue to review its fiscal

health on an ongoing basis to ensure the community service delivery matches the resources available to the City. These one-year agreements will allow the organization time to continue working on City Council priorities of recruitment and retention and focus on high-performing government.

The minor changes to various groups that have economic budget impact are outlined below. It is important to point out that the items below are non-pensionable costs and in most cases are one-time costs during the term of the one-year agreement. Each MOU also has additional, non-budgetary housekeeping language changes where appropriate to update to current laws, best practices, or operational changes.

- BPSEA: slight increase to City's contribution to health insurance; \$125.00 per month City contribution into a 457 account; slight increase to educational reimbursement; and continues the end of December closure that has been in effect in prior years.
- BSPA: slight increase to City's contribution to health insurance; \$125.00 per month City contribution into a 457 account; slight increase to educational reimbursement; and continues the end of December closure that has been in effect in prior years.
- BDA: slight increase to City's contribution to health insurance; \$10.00 modification to standby pay; 36 hours of comp time deposited into leave bank.
- BPOA: slight increase to City's contribution to health insurance; pilot program of modification to holiday pay provision for employees working on July 3rd and 4th, Thanksgiving, and Christmas; 32 hours of comp time deposited into leave bank; 32 hours of vacation deposited into leave bank.
- BFA: increase to City's contribution to health insurance, moving the BFA employees to the same insurance table as the rest of the City; \$240.00 one-time reimbursement to employees upon hiring or promotion to obtain helmet shields.
- Unrepresented managers: slight increase to City's contribution to health insurance; addition 3 days of admin leave; continues the end of December closure that has been in effect in prior years.

NEXT STEPS:

If the City Council approves the MOUs, the City Manager shall take the necessary administrative steps to implement the provisions of the agreements and actions approved, and direct staff to complete the updating of Memorandums of Understanding and agreements.

ALTERNATIVE ACTIONS:

Provide direction on updates to the MOU's or Agreement.

CEQA Analysis	The project is exempt under CEQA Section 15061 (b)3, in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
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ATTACHMENTS:

1. Resolution – Approval of Agreements
Exhibit A - Agreements - BPSEA, BSPA, BPOA, BDA, BFA, and Unrepresented Management Groups

For more information contact: Kim Imboden, Interim Human Resources Manager

Phone: 707-746-4205

E-mail: kimboden@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING AGREEMENTS BETWEEN THE CITY OF BENICIA AND BENICIA PUBLIC SERVICE EMPLOYEE ASSOCIATION, BENICIA SUPERVISORS AND PROFESSIONALS' ASSOCIATION, BENICIA POLICE OFFICER'S ASSOCIATION, BENICIA DISPATCHERS' ASSOCIATION, BENICIA FIREFIGHTERS' ASSOCIATION, AND UNREPRESENTED MANAGEMENT GROUP

WHEREAS, the existing Memorandums of Understanding (MOUs) with the Benicia Public Service Employee Association (BPSEA), the Benicia Supervisors and Professionals Association (BSPA), Benicia Police Officer's Association (BPOA), Benicia Dispatchers Association (BDA), Benicia Firefighter's Association (BFA), and agreement with unrepresented management groups expired in June 2026; and

WHEREAS, the City has recently concluded negotiations and reached an agreement on a successor MOU with BPSEA, BSPA, BPOA, BDA, BFA, and an agreement with unrepresented management group; and

WHEREAS, the amendments to the MOU's and Agreement are non-pensionable costs; and

WHEREAS, the associations have ratified the agreements, subject to technical corrections; and

WHEREAS, the personnel budget is sufficient to absorb the non-pensionable cost increases associated with the new MOUs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Benicia hereby approves the agreements between the City of Benicia and BPSEA, BSPA, BPOA, BDA, BFA, in effect from June 21, 2026 to June 20, 2027, and approves the unrepresented management agreement effective June 21, 2026.

BE IT FURTHER RESOLVED that the City Council of the City of Benicia authorizes the City Manager to take the necessary administrative steps to implement the provisions of the agreement and actions approved by this resolution.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 15th day of September 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

Exhibit A
AGREEMENTS - BPSEA, BSPA, BPOA, BDA, AND UNREPRESENTED
MANAGEMENT
[see next page]

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF BENICIA

AND

BENICIA PUBLIC SERVICE
EMPLOYEES' ASSOCIATION, INC. (BPSEA)

June 21, 2026

TO

June 20, 2027

**MEMORANDUM OF UNDERSTANDING
CITY OF BENICIA
&
BENICIA PUBLIC SERVICE
EMPLOYEES' ASSOCIATION, INC, (BPSEA)
Approved via Council Resolution 26-XX**

(Reso number pending and will be updated after council meeting) _____)

June 21, 2026 to June 20, 2027

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Section 1. Preamble

This agreement is entered into by the City of Benicia, hereinafter referred to as the "City," and the Benicia Public Service Employees' Association, Inc., hereinafter referred to as "BPSEA," for the purpose of promoting harmonious relations between the City and BPSEA, to establish an orderly and peaceful procedure, to settle differences which might arise, and to set forth the basic, complete, and full agreement between the parties concerning salaries and all other conditions of employment, and preclude any further negotiations during its term unless otherwise stated herein.

Section 2. Recognition

The Benicia Public Service Employees' Association (BPSEA) is recognized by the City as the bargaining agent for the miscellaneous City employees and for employees properly included in said bargaining unit, under the conditions of the State law.

Section 3. Non-Discrimination

The City and BPSEA agree that there shall be no discrimination of any kind because of age (over 40), race, creed, skin color, religion, national origin, ancestry, veteran status, physical or mental disability, medical condition, genetic information, marital status, sexual orientation, sex, gender, gender identity or gender expression, political affiliation, concerted labor activity or other protected activity or status, or on any other basis prohibited by applicable Federal and State law against any employee or applicant for employment.

BPSEA shall cooperate with the City, to the extent authorized by Federal and State law and regulations, in furthering the objective of Equal Employment Opportunities, as defined by Federal and State regulations.

The City and BPSEA shall not discriminate against any employee covered by BPSEA or assigned to BPSEA because of membership or non-membership in BPSEA.

The City and BPSEA recognize that the City has an obligation under the Americans with Disabilities Act (ADA) to meet with individual employees who request a need for reasonable accommodation in the workplace because of a disability covered by the ADA. If the City is required to provide reasonable accommodation to an individual employee in compliance with the ADA which are in potential conflict with any provision of this Memorandum of Understanding, BPSEA will be advised of any such proposed accommodation and be afforded an opportunity to discuss same prior to implementation by the City.

Section 4. Harassment Policy

The City will not tolerate harassment of other City employees by any other employee of the City. Harassment is defined as any treatment of an employee which has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, creating an intimidating and hostile working environment or any other factors as determined by local, State and/or Federal laws. Such conduct includes but is not limited to unwelcome conduct of a sexual nature, arbitrary or capricious changes of assignments of an individual or of a particular sexual, racial or minority group, or display of a hostile attitude (including but not limited to yelling, swearing and verbal abuse) towards an employee by a supervisor or by a fellow employee which is not justified or necessary for the proper performance of the work of the employee.

Section 5. Employee Rights

Employees shall have the right to fair and equal treatment in all aspects of employment conditions. Neither management nor its representatives shall exercise their rights and authority in relationship to conditions of employment in a capricious, arbitrary, or unreasonable manner. Any punitive personnel action taken which will result in any loss of pay or benefits shall be taken in a manner consistent with Federal and State Laws, and Personnel Rules. An employee's salary shall not be directly deposited in the bank by the City without the employee's consent.

Section 6. Management Rights

BPSEA agrees that the City retains all its exclusive rights and authority under the law and expressly and exclusively retains its management rights, which include, but are not limited to: the exclusive right to determine the mission of its constituent departments, commissions, boards; set standards and levels of service; determine the procedures and standards of selection for employment and promotions; direct its employees; maintain the efficiency of government operations; determine the methods, means and numbers of kinds of personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City-issued apparel, equipment or technology to be used; determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or sub-contract any work operations of the City; to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge,

suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law; establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and technology of performing its work. Management rights shall be exercised in a manner consistent with applicable Federal and State laws, and Personnel Rules.

Section 7. Association Business

The City agrees to provide space on bulletin boards to BPSEA for the announcement of meetings, elections of officers of BPSEA, and any other material related to BPSEA business. Furthermore, BPSEA shall not post material detrimental to the labor-management relationship nor of a political or controversial nature. BPSEA may send mail related to business to local official Association representatives at appropriate facilities to which mail is delivered.

The City agrees that access and use of the internal email system is limited to the following BPSEA officers (President/Vice President/Secretary). It is understood that these officers may use the internal email system for BPSEA announcements. The officers must obtain permission from their supervisor before sending out any announcement and only use the internal email system during lunch hours and after work hours. It is understood that this means of communication is limited to announcements only and is not intended as a means of social interaction between BPSEA members.

No BPSEA member or representative shall solicit members, engage in organizational work, or participate in other BPSEA activities during working hours on the City's premises except as provided for in the processing of grievances, or during periods of negotiations to update the membership on the progress of said negotiations.

BPSEA members or representatives may be permitted to use suitable facilities on the City's premises to conduct BPSEA business during non-work hours upon obtaining permission from the City's Personnel Officer or their designated representative. Any additional costs involved in such use must be paid by the BPSEA.

BPSEA representatives shall be permitted to investigate and discuss grievances during working hours on the City's premises if notification is given to the Personnel Officer or the Personnel Officer's designated representative (currently the HR Manager). If the BPSEA representative is an employee of the City, the representative shall request from the representative's immediate supervisor, reasonable time off from the representative's regular duties to process such

grievances. The City will provide a reasonable number of employees' time off, if required, to attend negotiation meetings.

New to the bargaining unit employee orientation is defined as the onboarding process, whether in person, online or through other means, which the City provides information regarding employment status, rights, benefits, duties and responsibilities, or any other employment matters.

The City shall provide written notification to the Association's designee, by email not less than ten (10) business days in advance of all new to the City employee orientations except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.

The Association shall be provided up to thirty (30) minutes to meet with the new City employee during the new employee orientation, without other City employees present. The Association and its authorized representatives agree that it shall not disparage the City and its representatives during this orientation meeting.

Within thirty (30) days of hire or by the first pay period of the month following the hire of the new employee, the City shall provide the Association designated representative with the name, job, title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer and home addresses. The City shall provide the Association this information for the bargaining group at least every 120 days, excepted as specified in AB119.

Section 8. Association Dues

A member of this unit may, at any time execute a payroll deduction authorization form or forms ("Deduction Authorization Form") as furnished by the Association.

The Association will be the custodian of records for such Deduction Authorization Form and will provide the City with certification list consistent with the law.

The City shall begin deductions in the amount prescribed by the Association in the first full payroll period after receipt of written certification from the Association. The employer shall transmit such payments to the Association no later than thirty (30) days after the deduction from the member's earnings occurs.

Deductions may be revoked only pursuant to the terms of the Deduction Authorization Form. The City shall direct member requests to cancel or change

deductions to the Association and shall rely on information provided by the Association regarding whether deductions for a member were properly canceled or changed.

8.1 Other Payroll deductions

The City shall deduct BPSEA dues or service fees and premiums for approved insurance programs from the employee's pay in conformity with State and City regulations. The City shall promptly pay over to the designated payee all sums so deducted. BPSEA shall provide the City with notice and a copy of BPSEA's certification form authorizing any increased deduction for dues, service fees, or premiums, and shall provide notice to BPSEA employees of such increases.

8.2 Hold Harmless

BPSEA shall indemnify, defend, and hold harmless the City, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this section. In no event shall the City be required to pay with its own funds BPSEA dues, service fees, or charitable contributions, which the employee was obligated, but failed, to pay, regardless of the reasons.

8.3 COPE Payroll Deduction

Consistent with the provisions in 8.1 and 8.2 above, the City will allow for voluntary contributions to BPSEA's COPE (Committee on Political Education) Fund to be deducted from an employee's paycheck provided the employee signs an authorization form designating the flat dollar amount, and the contribution is made on a monthly basis.

Section 9. No Strike

BPSEA agrees that participation in a strike shall subject employees to disciplinary action, up to and including discharge. BPSEA, its representatives, and members, shall not engage, cause, instigate, encourage, sanction, or condone a strike of any kind. No employee shall refuse to cross any picket line in the conduct of official City business during the duration of this Memorandum of Understanding, nor shall BPSEA, its representatives, or members, discriminate in any way toward anyone who refuses to participate in a strike. For the purpose of this section, "strike" means, any workplace action or slow down, sanction, instigation or suggestion of mass absenteeism, picketing or similar activity, which would interfere with or interrupt the normal work and operation of the City or any other actions deemed a strike action under Meyers-Milius-Brown Act (MMBA) or Public Employment Relations Board (PERB). The City shall not lock out any members of BPSEA.

Section 10. Salary Plan

10.1 Compensation:

Effective first full pay period following ratification, the City will contribute a total of \$150.00 per pay period upon receipt of enrollment form (or if currently enrolled, receipt of change form) into the deferred comp 457 account. Absent mutual agreement to do otherwise, this provision expires after the last full pay period in June 2027 (i.e. the June 30th paycheck), and the City's automatic contribution will revert back to \$25.00 beginning with the July 31st, 2027, paycheck.

10.2 Total Compensation Elements:

The following elements, and any other elements required by AB646 total compensation, will be surveyed to determine the mean average of total compensation, including but not limited to:

- Salary range of the benchmark classification including the top step salary of the market range.
- PERS pick-up (employer's contribution of employee's statutory share and of retirement cash differentials).
- Maximum Healthcare pick-up (all employer contributions towards dental, vision, and health).
- All other cash compensation.

10.3 Labor Market Definition

Agencies:

Brentwood	Davis	El Cerrito	Fairfield	Folsom	Napa
Pinole	Pleasant Hill	Richmond	San Pablo	Vacaville	Vallejo

Additional Agencies and Districts for utilities only:

- Contra Costa Water District
- Central Contra Costa Sanitary District
- East Bay Municipal Utility District

10.4 Compensation Definitions

The following are terms used throughout this MOU relating to forms of compensation. These are the definitions of those terms.

- **Basic Salary:** Salary steps as listed on the most current Salary Schedule
- **Base Pay:** Salary steps as listed on the most current Salary Schedule
- **Straight Time Hourly Rate:** Base Pay / 173.3

Section 11. Salary Administration

11.1 Salary at Time of Employment

The salary plan provides a salary range for each classification with a minimum, maximum, and one or more intermediate steps. The beginning or normal hiring rate shall usually be at the first step of the range. Every new employee shall be paid the first step on employment except that the City Manager may authorize employment at a higher step if the labor supply is restricted or the person to be hired is unusually well qualified.

11.2 Eligibility for Advancement in Pay

Employees may be advanced from Step 1 to Step 2, and from Step 2 to Step 3, from Step 3 to Step 4 and from Step 4 to Step 5 in accordance with the time-in-step guidelines outlined below and as merited by progressive improvement in job skills and work performance. The following time-in-step requirements shall apply before an employee gains eligibility for advancement in pay.

Step	Time-in-Step
1	6 months
2	1 year
3	1 year
4	1 year
5	Top Step

If warranted for the good of the service or when an employee demonstrates outstanding capacity in performing their duties, advancement may be made prior to completion of the above time-in-step requirements. Advancement in pay when approved shall be effective at the beginning of the first pay period immediately following completion of the time-in-step requirement outlined above. If an employee is on leave without pay for more than one month, the period shall be deducted from accumulated time-in-step.

11.3 Attaining Advancement

An employee, in order to be advanced to a higher step, must demonstrate that advancement is merited on the basis of job performance.

Performance ratings shall guide supervisors and department heads in determining whether step advancements have been earned and should be recommended to the City Manager. Performance ratings shall also serve as a means whereby an employee may benefit from a regular review of their performance by their immediate supervisor for: a) clarifying the supervisor's and the employee's expectations regarding job performance; b) reviewing the employee's performance of duties assigned and noting deficiencies requiring improvement or recognizing exemplary performance; and c) establishing employee developmental goals in appropriate career or performance areas.

11.4 Withholding Step Advancement

Department heads have the authority and responsibility to recommend to the City Manager that step advancements be withheld if they are not merited. Department heads shall keep their employees informed about their job performance, giving quality work its proper recognition and any deficient work all possible guidance and assistance toward improvement. Department heads shall notify the employee as to the reasons for withholding step advancements prior to submitting such recommendation to the City Manager.

11.5 Change in Pay Upon Promotion

When employees are promoted, they shall normally receive the first step in the salary range for their new position. However, if such step is equal to or less than their present salary, they shall receive the next step in the salary range that results in a 5% increase to basic salary.

11.6 Change in Pay Upon Demotion

When employees are demoted, they shall be placed in a salary step in their new class which is the same as or immediately below the step held prior to demotion provided said demotion is not the result of disciplinary action.

11.7 Change in Pay Upon Reclassification

When a position is reallocated to a classification with a higher pay range, and the incumbent employee retains the position, they shall be placed at the first step immediately above their present salary.

11.8 Flexibly Staffed Positions

Flexibly Staffed Positions: Classifications noted as having a level I and a level II are considered flexibly staffed. Normally, employees are initially hired into the lower classification of these flexibly staffed positions.

At the six (6) month evaluation period, it shall be determined whether the employee is advancing satisfactorily to the higher-level position. Should it be determined that the employee is not satisfactorily advancing, the following work plan will be implemented at that time: Management shall identify, in writing, specific areas of deficiencies; and 1) develop a written work plan to correct deficiencies; and 2) demonstrate continuing deficiencies that training has failed to correct.

Upon successful completion of one (1) year in the lower classification where the employee has demonstrated the ability to meet the requirements of the higher classification, the employee will be promoted to the next higher class in the series. The criteria set forth in Section 11.3 above should be followed to determine if such promotion shall take place.

11.9 Acting Pay

1) Working out of Classification

Employees, other than those serving in a flexibly staffed position as defined in Section 11.8, may be assigned to perform the duties of a higher classification on an “acting” basis when a vacancy exists or when a special, limited term assignment necessitates an individual to work out of class in such higher paid classification for a period in excess of five (5) consecutive working days. An “acting” assignment shall only be made by the department head and employees shall be provided with a written notice assigning them to the higher classification on an acting basis. Employees so assigned shall receive “acting” pay only after performing in the higher classification for a period of five (5) consecutive workdays.

Employees assigned by the department head to perform the duties of a higher classification on an “acting” basis, shall receive “acting” pay for each full day of assignment in such higher classification at the completion of the fifth day retroactive to the first day of assignment. Acting pay shall be at least five percent (5%) more than the employee’s salary in their present classification; provided, however, in no event shall acting pay exceed the top salary step of the classification in which the employee is serving in an acting capacity.

2) Acting Supervisor

Whenever a bargaining unit employee is required to serve as an acting supervisor for a minimum of one (1) shift, the employee shall be compensated for each shift working in that capacity by one (1) additional hour of pay at the employee's regular straight-time rate.

Employees holding State Pest Control Advisor certification shall receive acting supervisor pay for each particular shift on which they perform these duties.

All acting assignments shall be offered on the basis of qualifications for such assignment according to the judgment of the department head or the department head's authorized representative and shall be consistent with the Personnel Rules.

Employees receiving acting supervisor pay may not receive working out of class pay if performing the same higher duties.

Parties agreed to comply with California Code of Regulations (CCR) 571(a)(3) which defines whether Acting Pay is reportable to CalPERS as special compensation for classic members. It is not reportable for PEPRAs members.

11.10 Pay Period

The payday for each employee shall be the last working day of the month or as authorized by the City Council. The pay and timecard period is currently the 21st of the month to the 20th of the following month (i.e. July 21 to Aug 20).

11.11 Pay Upon Termination of Employment

An employee who is terminated, resigns, or retires is entitled to receive final pay for:

- 1) That portion of the final pay period from the first day of the final pay period to the effective date of separation. The day of separation is either the working day specified for the separation or the last day of the pay period if no date is specified;
- 2) Accrued vacation actually earned but not taken, subject to the provisions on leave of absence; and
- 3) Accrued overtime;

In the case of an employee's death, the City shall pay the employee's beneficiary the sums set forth in items 1 through 3 above provided,

however, that the employee must have designated a beneficiary on a form specified by the City. If the form specified by the City has not been completed and returned to the Finance Director, terminal pay shall be paid to the estate of the employee, or as otherwise required by law.

Final pay upon termination shall be paid to an employee only upon submission by the employee of all City -owned property in the employee's possession, including but not limited to, keys, badges, and credit cards.

After receipt of written notice to Employee, Employees agree to allow the City to deduct from their final paycheck upon termination any outstanding balances owed to the City related to employees' employment.

11.12 Longevity Pay

Effective the first day of the pay period in effect upon full execution of the MOU, all employees shall be entitled to receive longevity pay, as follows:

<u>Full-Time Service:</u>	<u>Longevity Pay (non-cumulative):</u>
8 years	2.5%
15 years	5%
20 years	7.5%
30 years	10%

Longevity pay is calculated as a percentage of base salary.

Longevity pay increases will take effect the beginning of the pay period following the completion of years of service with the City of Benicia.

Section 12. Holidays

12.1 Observed Holidays

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans' Day
8. Thanksgiving Day
9. Friday after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. New Year's Eve
13. One Personal Leave Day

14. Two December closure floating holidays to be used only during the period of December 26 – December 30 each year if required by the City to participate in a December closure. Employees normally scheduled to work who are on shift during the December closure will receive up to two (2) floating holidays to use by the end of the fiscal year.

The City agrees to a holiday closure for 2026. Employees scheduled to be off for a 9/80 on Friday, December 18, 2026, will instead work on December 18th and will take Monday, December 21, 2026, as their alternate 9/80 day. For City Hall and most other offices, the December closure will begin on Monday, December 21st, 2026, and offices will reopen on Monday, January 6, 2027. In addition to the 2 closure days conveyed in Section 14 above, the City agrees to include 2 additional closure days for 2026. Most employees will use their closure days on December 22, 23, 28, and 29th.

Holiday closure days are not considered a holiday for scheduling, overtime, or call back purposes. They are similar to other non-workdays such as 9/80 days or weekend days.

Employees normally scheduled to work who are on shift during the holiday closure will be afforded a floating holiday for each day worked, Up to four days, to use by 6/20/2027. All closure days not used from December 22nd to January 3rd must be used by the end of the fiscal year (June 20th).

The City shall observe the Friday preceding a legal holiday falling on Saturday, as a legal holiday and the Monday following a legal holiday falling on a Sunday as a legal holiday.

Personal Leave may be taken at any time during the fiscal year with the approval of the employees' supervisor and/or department head. Personal Leave may not be accumulated and carried forward to the next fiscal year.

The City and BPSEA agree to meet-and-confer if Farmworker Day is ever declared a Federal Holiday.

12.2 Work Performed on Observed Holidays

1) Holiday Recall

Employees recalled to work on any of the observed holidays listed in Section 12.1 (No. 1-12) of this Memorandum of Understanding, when they are not regularly scheduled to work, shall receive a

minimum of three (3) hours work for each such call out, or if three (3) hours work is not furnished, a minimum of three (3) hours pay at the rate of time and one-half (1-1/2) the employee's straight-time hourly rate of pay. In addition, the employee shall receive one (1) hour of compensatory time off for each hour actually worked not for each compensated hour.

2) Holiday Pay (Water Treatment Plant)

Water Plant operators shall receive one and one-half (1-1/2) their regular straight-time rate of pay for hours worked on a holiday observed by the City. When a holiday observed by the City occurs on a scheduled non-workday, the employee shall receive one and one-half (1-1/2) times their regular straight-time rate of pay on their next scheduled workday.

3) All other employees scheduled to work on a holiday

In addition to the regular straight-time pay received for an authorized holiday, employees scheduled to work on a holiday shall receive one and one-half (1-1/2) times their regular straight-time rate of pay for every hour worked.

Section 13. Work Hours, Off-Duty Employment

13.1 9/80 Work Schedule

The City offers a 9/80 work schedule. Generally, the hours for employees covered by his Memorandum of Understanding will be 7:30 am to 5:30 pm for employees working at City Hall and 7:00 a.m. to 4:30 p.m. for other locations. However, with the approval of the department head, there may be variations in employees' work hours keeping in mind the City's need to provide maximum service to the citizens while granting employees a work schedule that best fits their needs as well. The following parameters apply to employees participating in the 9/80 work schedule:

- A. City Hall is closed every other Friday (June 11, 2021, June 25, 2021, etc..) and employees working at City Hall will follow this 9/80 schedule. The exact schedule (i.e., every other Monday off, Friday off, hours of work, etc.) for other locations must first be approved by the department head. The work schedule will be based on a fourteen (14) day work period beginning mid-day on Friday or Monday to prevent overtime from occurring during any seven (7) day work week.

- B. This schedule will not preclude the City from implementing a different schedule (such as 5/8's) for training purposes, particularly for new employees. It is the City's intent to have the employee move into the flex schedule as soon as feasible.
- C. Employees working a 9/80 work schedule will not have to dock an hour of annual leave or personal leave when they are off on a holiday. The holiday will be equivalent to a nine (9) hour day for employees working a 9/80 work schedule. If the holiday falls on a regularly scheduled day off, then the employee will receive eight (8) hours of administrative leave which will need to be taken before the end of each fiscal year. This will not apply to the twelve (12) hour day or night shift water operator-in-charge in accordance with a separate agreement with the water treatment plant operators.
- D. When an employee takes a day of annual leave, sick leave, administrative leave or other leave benefit, the employee must use the number of hours which correspond to the employee's 9/80 schedule.
- E. Temporary changes in an employee's 9/80 work schedule must be approved by the employee's department head (i.e., employee hardship).
- F. To maintain the efficiency of government operations, the department head may determine that not all employees in the bargaining unit may participate in the 9/80 work schedule. Any employee whose schedule changes due to this clause must be notified in accordance with Section 13.2.
- G. In the event the City must discontinue the City wide 9/80 work schedule, affected employees shall resume the standard work week of five (5) eight (8) hour days after meeting and conferring with BPSEA.

13.2 Temporary Work Schedule Change

Department heads shall be authorized to make temporary (i.e., not to exceed ten (10) consecutive workdays) adjustments in employees' hours of work and work schedules, taking into consideration the wishes of the employees, and the needs of the City, as well as the workload of their respective departments. Permanent (i.e., in excess of ten (10) consecutive workdays) adjustments in work crew's hours of work and work schedules may be made after meeting and conferring with BPSEA.

The City shall make every effort to schedule shifts on a weekly basis and to notify employees at least five (5) working days in advance of their shift for said week.

13.3 Permanent Work Schedule Change

Permanent work schedule changes (i.e., in excess of ten (10) consecutive workdays) in employees' hours of work and work schedules may be made after a 30-day advance written notice has been given to the affected employee(s) by the department head, except in the case of emergencies due to natural disaster. The employee and department may agree to less than the full 30-day notice.

13.4 Night Shift Differential

For the purpose of this section, "Night Shift" shall mean a regularly scheduled work shift of eight (8) consecutive hours or more, which includes at least four (4) hours of work between the hours of 3:00 p.m. and 8:00 a.m. Overtime which is worked as an extension of an assigned shift shall not qualify an employee for a shift differential.

The rate of shift differential on swing shift (actual work between the hours of 3:00 p.m. and 11:00 p.m.) shall be two and one-half percent (2-1/2%) over the employee's straight-time hourly wage rate and on graveyard shift (actual work between the hours of 11:00 p.m. and 8:00 a.m.), five percent (5%) over the employee's straight-time hourly wage rate.

Water Plant operators assigned to the shift commencing at 1900 hours (7pm) (herein designated as the night shift) shall receive the night shift differential of six percent (6%) of their straight-time rate of pay for all hours worked on said shift.

13.5 Water Treatment Plant – 12 Hour Shift Schedule

The City has established a 12-hour shift schedule. Modifications to the shift schedule may be made by mutual agreement of BPSEA and the City. The current schedule example is outlined in Appendix B (the dates referenced in the example are for calendar year 2018). FLSA work weeks are established and vary depending on the shift the employee is assigned.

Shifts shall rotate every six (6) months. The City will provide at least thirty (30) days advance notice prior to implementing any change in the shift schedule provided herein.

Alternative schedules, such as 4/10, may be available for certain shifts when staffing levels and scheduling options permit such schedule.

13.6 Off-Duty Employment

No employee may accept gainful employment during off duty hours unless prior written approval is obtained from the City Manager or City Manager's designee after recommendation of the department head. Such approval is subject to review and cancellation for just cause at any time by the City Manager.

Section 14. Overtime

14.1 Overtime Work

All work performed in excess of an employee's normal workday or in excess of an employee's normal and/or scheduled work week or work period shall be considered overtime work.

Assignments of overtime work shall rest solely with the department head or the designated representative. The assignment of overtime work is on an involuntary basis and any employee refusing assignments of such work is subject to disciplinary action deemed appropriate by the department head.

14.2 Compensation for Overtime Work

Employees performing compensable overtime work shall be paid time and one-half at the employee's straight-time hourly rate of pay, or at the option of the individual employee, compensation in the form of compensatory time off at the rate of one and one-half (1-1/2) in lieu of pay. The maximum amount of compensatory time off an employee may have credited to his account at any one time shall be sixty (60) hours. The department head in their sole discretion may permit an employee to accrue compensatory time off in excess of the sixty (60) hour maximum. The employee may schedule the use of accumulated time off with the approval of the department head. In addition, the department head may schedule use of accumulated time off without the approval of the employee.

Except for compensatory time off, all paid leave time will be considered actual hours worked when computing overtime hours after a workday or a forty-hour workweek.

14.3 Meal Allowance

The City further agrees to provide a meal allowance for employees working more than four (4) continuous hours of overtime in the amount of \$20.00. This meal allowance will be paid without the requirement of a receipt.

The aforementioned overtime rate (Section 14.2) and meal allowance (Section 14.3) shall be all inclusive and no additional compensation will be paid. Water Plant operators shall have their meals and rest periods on the job as operating conditions permit.

14.4 Pre-Scheduled Overtime

An employee who is scheduled to work at a time non-contiguous to their normal shift shall receive a minimum of two (2) hours of work or pay in lieu thereof at the rate of one and one-half (1-1/2) times the employee's straight-time hourly rate of pay.

14.5 Unscheduled Overtime

An employee who is recalled to work at a time non-contiguous to the employee's regular work shift or is called out to work for emergency purposes, shall receive a minimum of three (3) hours of work or pay in lieu thereof at the rate of one and one-half (1-1/2) times the employee's straight-time hourly rate of pay. If the employee is called out or recalled more than once during a single three (3) hour period only one (1) call out shall be authorized.

Employees called out between the hours of 3:30 p.m. and 10:00 p.m. Monday through Friday will perform a minimum of two hours of work if the call-out is less than two (2) hours provided there are work orders to be completed. This section excludes holidays, weekends, and callouts after 10:00 p.m.

If the employee is called out or recalled more than once during a single two (2) hour period only one (1) call out shall be authorized.

Field and laboratory employees and Parks Landscape and Building Maintenance Workers in the Public Works Department who are called into work for unscheduled overtime and use their personal vehicle to respond to a call will be reimbursed for their mileage to and from their residence to the assigned work location up to a maximum of 45 miles plus any bridge tolls. Unscheduled overtime is defined as time worked when an employee is called to work without prior notice.

14.6 Standby Time

There is a need to maintain City operations seven (7) days a week, including holidays, and after regular hours. Personnel must be

scheduled to meet these needs thus department heads will discuss the scheduling frequency of shift rotation with the affected employees. Some areas of the City's responsibility necessitate the availability of employees for call-out in emergencies. To ensure the availability of personnel, the City has established a procedure for compensated "Standby Time," as described below.

Any employee performing standby time during a weekend, holiday, or after hours shall be compensated at the rate of six (6) hours of straight-time pay for every twenty-four (24) hours of standby time; less than twenty-four (24) hours to be prorated. In the event an employee on standby is called out, they will receive a minimum of three (3) hours pay at the rate of one and-one half (1-1/2) times the employee's straight time hourly rate of pay.

Employees will not receive compensatory time in addition to the paid overtime hours. If the employee is called out more than once during a single three (3) hour period, only one (1) call out shall be authorized. Employees called out between the hours of 3:30 p.m. and 10:00 p.m. Monday through Friday will perform a minimum of two (2) hours of work if the call out is less than two (2) hours provided there are work orders to be completed. This section excludes holidays, weekends and call-outs after 10:00 p.m.

The City will provide cellular phones for standby employees so that the employee is not required to remain at their place of residence. The employee will be required to remain in the greater Benicia area which is defined as being within thirty-five (35) minutes driving time from their regular place of employment. Standby employees who use a personal vehicle to respond to a standby call will be reimbursed for their mileage for actual miles driven to and from work from their residence or within thirty-five (35) minutes, whichever is less.

Employees who live in town may take a City vehicle home to use when called out while on standby, if available and if approved by the Public Works Director for limited circumstances.

Employees not on standby who are called into work and use their personal vehicle to respond to a call will be reimbursed for their mileage from their residence to the assigned work location up to a maximum of 45 miles plus any bridge tolls.

14.7 Safety Concerns – Recall or Standby

Employees, including shift operators, called back to work after midnight may arrive at work past their normal starting time that same day a

minimum of two (2) hours to a maximum of the amount of time that they worked past midnight. In all instances of the use of this time, the employee must make certain that the supervisor is aware of the time they will be arriving to work for their next shift.

Upon supervisor's approval, an employee recalled within three (3) hours of the beginning of their regular work schedule, may take safety hours at the end of that workday.

The employee shall be responsible for any additional time off, i.e., taken through the use of other accrual leaves like compensatory, administrative, vacation, or sick leave.

Section 15. Vacation Leave and Annual Personal Leave

15.1 Vacation Leave

Employees covered by this agreement shall accumulate vacation time in accordance with the following vacation entitlement schedule:

Years of Service	Weeks of Vacation
1 through 3 years	10 working days (6.7 hours per pay period)
4 through 9 years	15 working days (10 hours per pay period)
10 through 19 years	20 working days (13.3 hours per pay period)
20 and over	25 working days (16.7 hours per pay period)

For purposes of this section 15.1 (Vacation Leave), for employees who have a break in City of Benicia full-time service, their vacation accrual is based on prior full-time hire date and their full-time years of service with the City regardless of bargaining unit. It is the desire of the City and Union to further expand this program to possibly include other benefits in future years if financially and administratively feasible as well as legally permissible.

Vacation accrual increases will take effect in the pay period following the completion of years of service.

No vacation leave may be taken by an employee during their first six (6) months of employment. Hours accumulated during the first six months may be used for extenuating circumstances or in an emergency with department head approval. At the completion of six (6) full months of service, an employee is eligible to use vacation benefits as described above.

15.2 Earning Vacation Leave

Full vacation leave as set forth in Section 15.1 shall be earned by:

- 1) An employee on sick leave with pay.
- 2) An employee on a paid leave of absence, due to a disability arising from an on-the-job accident or injury while working for the City.
- 3) An employee on jury leave.

Vacation leave as set forth in Section 15.1 shall not be earned by an employee on an unpaid leave of absence.

An employee shall not use leave they have not accumulated.

15.3 Scheduling Vacation Leave

The scheduling of vacation leave shall be determined by the department head based on the wishes of the employee and with particular regard for the needs of the City. Employees are encouraged to take vacation leave in increments of one (1) week at a time.

15.4 Holiday During Vacation Leave

An employee shall not be charged vacation leave for a holiday occurring during the employee's vacation leave.

15.5 Sick Leave During Vacation Leave

An employee may change vacation leave to sick leave upon submission of a doctor's certificate that the employee was ill and unable to work.

15.6 Annual Personal Leave Allowance

Employees with less than fifteen (15) years of service to the City shall earn one (1) day of personal leave per year, prorated on a quarterly basis. The employee may use such leave for any purpose, subject to advance approval of the employee's absence. The personal leave day may be used within the contract year and may not be carried across the contract or fiscal year.

The annual personal leave day allowance for those employees with fifteen (15) or more years of service to the City shall be two (2) days per year, prorated on a quarterly basis. The employee may use such leave for any purpose subject to advance approval of this absence. The annual personal leave days must be used within the contract year and may not be carried across contract or fiscal year.

An employee shall not use leave they have not accumulated.

15.7 Vacation Accrual Limits

Employees shall not be able to accrue more than 360 hours.

Beginning in December of 2021 and each December thereafter, employees with a minimum of 200 hours of accrued vacation as of the pay period ending November 20 and may elect a cash out of up to 40 hours of vacation. The cashout will be paid out in the December or January paycheck. It is the employee's responsibility to notify payroll if they choose to make this conversion. The conversion will be applied in either the December or January paycheck, depending on the holiday schedule. Payroll will notify employees which month the cashout will occur.

Section 16. Sick Leave

16.1 Eligibility and Accrual

Employees shall be eligible to accrue sick leave beginning the first day of the month following the employee's completion of one (1) month of service.

Employees shall accrue sick leave at a rate of eight (8) hours for each pay period month of service. Employees shall accrue full sick leave while on paid leave of absence, including sick leave and jury leave. Sick leave shall not be earned by employees on unpaid leave of absence or Paid Industrial Leave (PIA).

16.2 Usage of Sick Leave

1) Permissible Usage of Sick Leave

- a) Sick leave is provided to continue the salary of an eligible employee who is absent from work because of an illness.
- b) Family Member Illness / Medical Appointment (Labor Code Section 233): An employee may use one half of their annual accrual (i.e., 48 hours) worth of sick leave to care for an ill immediate family member. The illness does not have to be serious in nature but includes doctors (medical and dental) appointments. These days may not be carried over from year to year. Conditions and restrictions contained in this Memorandum of Understanding for an employee's use of sick leave also apply to sick leave used under this section.

- c) Three (3) days of accumulated sick leave may be used with prior approval of the employee's department head for critical illness in the immediate family when death appears to be imminent. Sick leave granted in accordance with the provisions in this subsection shall be so documented on the employee's time sheet and in the employee's personnel records. Immediate family members include: spouse, children, father, mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, and members of the employee's household.
- d) Any employee on authorized leave under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), or other Federal or State law shall be governed by the provisions of said regulations.
- e) Any other use of sick leave as provided by State or Federal law.

2) Non-permissible Usage of Sick Leave

No employee shall be entitled to use sick leave with pay while absent from duty under any of the following conditions:

- A) Disability arising from sickness or injury sustained while on unpaid leave of absence;
- B) Disability arising from sickness or injury related to compensated employment other than with the City;
- C) Disability arising from sickness or injury while receiving compensation from the City for an industrial accident pursuant to Section 18.

3) An employee shall not use leave they have not accumulated.

16.3 Accumulation

Accumulation of sick leave by all employees shall be unlimited.

16.4 Notification

To receive sick leave, an employee must notify the employee's supervisor before the employee is scheduled to begin the employee's daily duties. Each Department/Division will disseminate, and place on file with Human Resources, a phone number to call when calling in sick. A department head may waive this requirement upon presentation of reasonable explanation or documentation by employee.

16.5 Return to Employment Following Sick Leave

When an employee returns to duty after four (4) or more days chargeable to sick leave, the employee's department head or the City's personnel officer shall require a note from a doctor or dentist that the employee was incapacitated and unable to perform the employee's duties throughout the entire period of sick leave.

The failure of the employee to provide the statement from the doctor or dentist may result in the employee's ineligibility for sick leave benefits, unless a waiver is granted by the City Manager or is otherwise permitted by law.

In the case of frequent use of sick leave, the employee's department head or the personnel officer may request that the employee file a doctor's statement for each such illness regardless of duration. An employee may be required to take an examination by a doctor mutually agreed to by the City and the employee. If requested by the City, the employee shall authorize consultation with the employee's doctor concerning the illness.

On the basis of such medical advice, the City Manager shall determine whether an employee is incapacitated for the duties of the employee's position and may take the action the City Manager considers appropriate.

Section 17. Supplemental Leave:

The City will propose a supplemental leave program for adoption and will satisfy meet and confer requirements, if any with its employee organizations within 180 days adoption of this MOU by the City Council.

This section was fulfilled with the implementation of the State Disability Insurance Program in 2022. This section will be left for historical reference for the term of the 2024-2026 MOU and will be removed in a future MOU.

Section 18. Leave of Absence

18.1 Definition

A leave of absence is a privilege which may be granted to an employee wishing to leave City service without pay and in good standing for a limited period of time.

18.2 Procedure

- 1) A request for a leave of absence without pay must be made by the employee, in writing, to the department head, stating the dates of leave of absence requested and the reason for the request.

- 2) A department head may grant an employee a leave of absence without pay for no more than ten (10) working days when it is in the best interest of the City. The City Manager must approve a leave of absence without pay exceeding ten (10) working days.
- 3) An employee shall be entitled to payment for any earned vacation and accumulated overtime at the beginning of an approved leave of absence that is expected to last more than ten (10) days.
- 4) An employee with more than five (5) scheduled shifts of leave without pay per pay period will be responsible for a prorated portion of the City's contribution for benefits, in addition to the employee portion. The City's contribution shall be prorated each pay period based upon a proportion of the scheduled shifts/hours worked within that pay period compared to the normal, full-time pay period scheduled shift/hours for the job classification.

18.3 Unauthorized Leave of Absence

The failure of an employee to return to duty upon the termination of an authorized leave of absence is an unauthorized leave of absence. Any failure of the employee to appear for a scheduled workday without proper notification to the supervisor is an unauthorized leave of absence. In addition, failure of the employee to follow specified procedures and receive proper authorization for use of sick leave or vacation leave may be deemed an unauthorized leave of absence. The Department Head may require a corroborating doctor's slip if the employee is returning from an unauthorized/unscheduled leave of absence.

An unauthorized leave of absence is grounds for disciplinary action, including dismissal.

The unauthorized leave of absence shall be treated as time not worked. The City shall deduct from the employee's pay an amount equal to time absent from City service.

18.4 Jury Leave

When an employee is summoned for jury duty, the employee shall be granted a leave of absence for jury duty, upon presentation of the summons to the employee's supervisor or department head.

An employee shall receive full pay while on leave for jury duty; provided, however, the employee must remit compensation received for jury duty, except compensation for mileage. An employee who elects to retain compensation received for jury duty shall not receive salary while on jury duty.

When an employee is released from jury duty, the employee shall report to work for the balance of the day.

18.5 Bereavement Leave

All employees are permitted 5 days of unpaid bereavement leave upon the death of any family member listed in Section 12945.2 of the Government Code. In case of death in the immediate family (as defined below), an employee shall be granted five (5) days of paid bereavement leave per occurrence.

The paid bereavement leave runs concurrent with the 5-day unpaid bereavement leave. However, the leave days need not be consecutive. Additional time off for this purpose must be vacation, compensatory time, or unpaid leave. Bereavement leave must be approved by the Department Head.

For the purposes of this section, "immediate family" means mother, stepmother, mother-in-law, father, stepfather, father-in-law, husband, wife, domestic partner as defined by the State of California, son, stepson, daughter, stepdaughter, brother, brother-in-law, sister, sister-in-law, foster parent, foster child, grandparents, and any individual to whom an employee is serving in Loco Parentis.

Bereavement Leave, that doesn't qualify under the State of California Bereavement Guidelines may be granted to an employee to attend the funeral of a person other than a member of the employee's immediate family, chargeable to compensatory time, sick leave, or vacation leave.

18.6 Military Leave

Military leave shall be granted in accordance with the provisions of State and Federal law. An employee taking military leave shall give the employee's department head a copy of the employee's orders to report to military duty.

18.7 Parental Leave

Parental leave of absence shall be granted in accordance with State and Federal laws for the birth of child, placement of a child for adoption or foster care, or to bond with a newborn or newly placed child. An employee may opt to use accumulated vacation, sick or compensatory leaves.

Section 19. Paid Industrial Accident Leave

19.1 Eligibility

Each full-time employee shall be granted Paid Industrial Accident leave (PIA) provided the claim is approved by State Workers' Compensation, with the City paying full, basic salary during such leave. PIA shall begin on the first day of said industrial accident and shall extend for a maximum of one year. During such leave, the City shall receive all State Compensation benefits. When an employee is on PIA, they are charged neither vacation nor sick leave during this time. Employees are not eligible for a step increase while on PIA, and their anniversary date will be adjusted so that they will observe the normal working period between steps.

Pursuant to section 4800 of the Labor Code, PIA compensation leave is not reportable compensation to CalPERS.

Safety Employees shall be governed by Section 4850 of the Workers' Compensation Act.

Section 20. Transfer

20.1 Transfer Between Divisions Within a Department

A regular employee may be transferred between divisions within a department at the discretion of the department head.

20.2 Transfer Between Classifications

Upon approval by the Personnel Officer, an employee may be transferred by the appointing authority at any time from one position to another in a comparable class. For purposes of this section, a comparable class is one with substantially the same salary range, involving the performance of similar duties and requiring substantially the same basic qualifications. No regular employee shall be transferred to a position for which they do not possess the minimum qualifications.

20.3 Lateral Transfer Between Departments

A regular employee may be transferred between departments with the consent of the employee and the approval of the department heads involved. The City Manager may offer such transfer for purposes of efficiency and/or economy.

- 1) The following conditions must exist:
 - a) An authorized position must be vacant.

- b) The employee requesting transfer must meet the minimum qualifications for the vacant position.
- c) All eligible individuals who submit applications to the City Personnel Office will be interviewed by the Department head or their designee when a vacancy exists and will be considered prior to any other recruitment process.
- d) Factors to be considered regarding a transfer will include, but will not be limited to, related experience, job performance, attendance, and seniority with the City. If all other factors are substantially equal, when two or more employees request the same transfer, seniority will prevail in the selection of the transferee.
- e) The transfer of a regular employee from one department to another may be made with the consent of the employee and the department heads concerned. The City Manager may approve a transfer for the purposes of economy and efficiency in the operation of City government.
- f) A transfer shall not be used for the purpose of evading the provisions of the personnel ordinances regarding promotion, advancement, or reduction.

2) Procedure for Transfer

Whenever a City authorized permanent BPSEA position becomes vacant, the City shall:

- a) Post an internal job announcement for a period of five (5) working days on the City website and email that job announcement to all BPSEA members prior to moving forward with any other notice to recruit. The job announcement will include the following information:
 - job title
 - job location
 - department and location
 - final filing date
- b) Employees applying shall complete a standard application for employment and shall submit it by the posted deadline.
- c) The City shall notify applicants of their acceptance or rejection within ten (10) working days after the department head has interviewed all applicants that meet the minimum qualifications for the transfer.
- d) When a transfer opportunity is posted and not filled, the position shall be filled in accordance with the City's current Personnel Rules.

It is the intent of this policy to provide an equitable method of meeting the City's needs as well as relocating personnel with the objective of matching employee skills with existing vacancies. It is further the intent to provide a systematic and uniform means in which employees may relocate from one site to another.

Section 21. Deferred Compensation

Employees may participate in the City's deferred compensation plan. The City will contribute into the 457 plan as outlined in Section 10.1.

Section 22. Uniform and Boot Allowance

All employees will wear approved City uniforms or will adhere to the dress code established by the Department Head of their respective departments. Uniform benefits are set forth in Appendix A.

Additionally, effective July 1, 2021, Fire Inspectors will receive a uniform allowance of \$75 per month. Community Preservation Officers will receive a uniform allowance of \$50 per month.

Safety boots and other safety/PPE items will be provided by the City. Safety boot allowance will be up to \$350 per fiscal year. All other uniform items will be purchased by the employees with their provided allowance.

Section 23. Educational Reimbursement

The Educational Reimbursement Program is designed to encourage employees to continue their self-development and career development by enrolling in classroom courses which will prepare them in new concepts and methods needed to meet the changing demands of City service.

The City agrees to pay \$3,500.00 per fiscal year toward the cost of books, tuition and materials (including tutoring, laptops, mentoring services, etc.) for courses of study undertaken by employees during that fiscal year pursuant to this program and provided such courses have been approved by the employee's department head. Employees needing time off to attend class may request to use vacation, CTO, or floating holiday time in accordance with those policies and procedures. Employees may only be permitted to "flex" schedules to attend class with prior approval of the City Manager.

Section 24. Insurance

24.1 Health and Medical Insurance

The City shall continue to offer hospital-medical, dental, and vision plans as those plans are currently structured or as the plans may be amended from

time to time by the plan providers. The City may substitute plans currently offered with plans of substantially similar benefits.

Effective the first day of the pay period in effect upon Council approval of this MOU, the City's monthly contribution toward medical premiums shall be:

Employee only:	\$ 1,119.31
Employee plus one:	\$ 2,238.63
Employee plus family:	\$ 2,977.37

For fiscal year 2026/2027, the City monthly contribution toward medical premiums were the same for each Kaiser medical plan. The City's contribution was calculated at 85% of the premium for the \$20.00 co-pay plan, and the employee were responsible for 15% of the premium.

The City shall contribute the full premium required by the providers of the dental and vision care plans provided herein for the term of this Memorandum of Understanding.

City Medical Plan Opt Out Stipend: The City shall allow employees who provide written proof of alternative health plan coverage, other than the ACA exchange of dual coverage on their health plan, to receive the maximum contribution of \$682.00 to be added to the employee's paycheck each pay period.

24.2 Life Insurance

The City shall pay the entire cost of providing each insurable regular, full-time employee with Fifty Thousand Dollars (\$50,000) group term life insurance with said policy to include accidental death and dismemberment coverage.

24.3 Retirement

The City contracts with the Public Employees' Retirement System (PERS) to provide retirement benefits for employees. The City's contract with PERS shall provide the following additional benefits:

- A. For employees hired on or before June 30, 2011
 - 1) One-year highest PERSable compensation benefit, as contained in the California Government Code, Section 20042, for miscellaneous employees.
 - 2) 1959 Survivor Benefits at the increased level, as provided for in Government Code Section 21573.
 - 3) Credit for unused sick leave, as provided for in Government Code Section 20965.
 - 4) 2.7% at 55 benefit option.

The City shall continue in effect its contract with the Public Employees' Retirement System (PERS) for the term of this Memorandum of Understanding.

For employees hired on or before June 30, 2011, the City amended its contract with the Public Employees' Retirement System (PERS) for miscellaneous employees to include the retirement benefit option of 2.7% @ 55 in accordance with Government Code Section 21354.5. This benefit became effective the first of the month following the final amendment process and approval by PERS. The City and BPSEA understand that this contract amendment would cover only those retiring after the date of implementation.

In addition, employees will assume responsibility for payment, by payroll deduction, of the eight percent (8%) employee contribution into the employees' retirement contribution account. The City will adopt the IRS 414(h)(2) provision allowing for payment of the eight percent (8%) on a pre-tax basis, as long as allowable by the IRS.

B. For CalPERS Classic employees hired after June 30, 2011

For employees hired after June 30, 2011, the City through its contract with CalPERS provides for the 2% at 60 formula, average three (3) compensation periods, and other enhancements, if any, consistent with the CalPERS contract in effect with the City for this tier. Employees will be required to pay the seven percent (7%) employee share of PERS on a pre-tax basis, as long as allowable by the IRS.

C. PEPPRA

1) Employees with CalPERS Reciprocity

Employees hired on or after January 1, 2013, who had service with another CalPERS agency or public retirement system with reciprocity prior to January 1, 2013, and a break in service of less than 6 months, and are considered legacy employees by PERS AB240, shall be subject to the PERS pension formula of 2@60 and any other enhancement, if any, consistent with the CalPERS contract in effect with the City for this tier. Employees shall pay the employee's statutory contribution for these benefits of seven percent (7%).

2) Employees without CalPERS Reciprocity

Employees hired on or after January 1, 2013, shall be subject to the AB340 PERS pension formula of 2@62. Employees shall pay 50% of the City's normal cost rate for the 2@62 formula as determined by CalPERS.

D. CALPERS Persability

The parties acknowledge that CALPERS is the only entity by statute that determines the persability of any and all pay, incentives, or allowances.

24.4 Disability Benefits

Effective January 1, 2022, the City began participating in California State Disability Insurance (SDI) and BPSEA members were enrolled in the program.

As part of joining SDI, BPSEA members are no longer eligible to participate in the City's supplemental sick leave benefits program ("SSLP") as set forth in City Policy #5 [Supplemental Sick Leave Benefits].

24.5 City Pool Use

To promote employee health and wellness, employees will be granted free access to the City Pool for recreational and lap swimming. This pilot program will sunset at the end of this MOU unless both parties agree to continue the program.

Section 25. Layoff

25.1 Procedure

The procedure for layoff will be as defined in the City of Benicia Personnel Rules.

25.2 Order of Layoff

Employees within the class of position involved shall be laid off in the following order of appointments: Temporary, Part-Time Probationary, Full-Time Probationary, Part-Time Regular, and Full-Time Regular. The order of layoff of Part-Time Regular and Full-Time Regular employees shall be based on both the length of service of the employee in the classification involved and the employee's job performance as documented by their last three (3) performance evaluations. When considering the length of service of the employee, the ratings earned over the last three (3) annual evaluation periods shall be taken into consideration. The employee shall be credited with an additional two (2) years of service for each overall "Exceeds Expectations" rating and one (1)

year of service for each overall "Meets Expectations" rating during that three (3) year period. Employees with the least seniority shall be laid off first.

If an employee has "bumping rights" to a previously held lower classification, then the affected employee's overall City seniority becomes the determining factor for layoff in that lower classification.

Section 26. Grievances/Disciplinary Appeals

26.1 Definitions

1) Grievance:

A grievance is any dispute which involves the interpretation or application of any provisions of this Memorandum of Understanding, or rules, regulations, resolutions, ordinances, and existing practices which specifically govern personnel practices and working conditions of unit members.

2) Disciplinary Appeal:

A disciplinary appeal is an appeal by an employee of a discharge, demotion, reduction in pay or suspension without pay. Since the Civil Service Commission was eliminated in 2017, all appeals for discharge, demotion, and reduction in pay or suspension shall follow the Grievance Procedure of this MOU.

26.2 Procedure

Grievances/Disciplinary Appeals filed pursuant to this Memorandum of Understanding shall be processed in the following manner:

For the purposes of this Section, the term "working days" shall mean those days the City is normally open for business.

- 1) The grievance shall be presented in writing either by the employee or by an authorized BPSEA representative to the designated supervisor of the employee within ten (10) working days after the cause of such grievance occurs.
- 2) The designated supervisor shall have ten (10) working days from the date of receipt of the grievance in which to investigate and respond. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the employee or by an authorized BPSEA representative within ten (10) working days to the department head or to such representative as the employee may designate. Disciplinary appeals must be

presented to the department head within ten (10) working days from date of receipt of the Notice of Intent to Discipline. Appeals which are not presented within this time limit shall be deemed waived and abandoned.

- 3) The department head or a designated representative shall have ten (10) working days from date of receipt of grievance/disciplinary appeal in which to respond. If the grievance is not satisfactorily adjusted/resolved within this period, the grievance/disciplinary appeal may be presented in writing either by the employee or by an authorized BPSEA representative to the City Manager or to such representative as the City Manager may designate.
- 4) If the parties are unable, within ten (10) working days, to reach a mutually satisfactory accord on any grievance/disciplinary appeal which arises and is presented during the term of this Memorandum of Understanding, such grievance/disciplinary appeal shall be submitted to an Adjustment Board comprised of two (2) BPSEA representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of BPSEA; and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process. No decision of the Adjustment Board shall be final and binding without receiving the affirmative votes of at least three (3) members of the Board.
- 5) If an Adjustment Board is unable to arrive at a majority decision, either BPSEA or the City may require that the grievance/disciplinary appeal be referred to an impartial arbitrator who shall be designated by mutual agreement between BPSEA and the City Manager. The fees and expenses of the arbitrator and a court reporter shall be shared equally by BPSEA and the City. Each party, however, shall bear the cost of its own presentation including, but not limited to, preparation and posting hearing briefs, if any.
- 6) Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto.

26.3 Scope of Procedure

No Adjustment Board and no arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a

position in a unit represented by BPSEA and unless such dispute falls within the definition of a grievance as set forth in Section 25.1.

26.4 Change to Memorandum

Proposals to add to or change this Memorandum of Understanding or written agreement or side letter agreement hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this section. Neither any Adjustment Board or any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

26.5 Disciplinary Action

No appeal involving disciplinary action taken against an employee will be entertained unless it is filed in writing with the City Manager within ten (10) working days of the time at which the affected employee was notified of such action.

26.6 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints which allege that employees are not being compensated in accordance with the provisions of the Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

26.7 Personnel Rules

- 1) The provisions of this Section shall not abridge any rights to which an employee may be entitled under the Personnel Rules.
- 2) All grievances/disciplinary appeals of employees represented by BPSEA shall be processed under this section. If the Personnel Rules require that a differing option be available to the employee, no action under paragraph (3) or (4) of Section 26.2 above shall be taken unless it is determined that the employee is not availing themselves of such option.
- 3) No action under paragraph (2) or (3) of Section 26.2 above shall be taken if action on the complaint or grievance/disciplinary appeal

has been taken by the Civil Service Commission, or if the complaint or grievance/disciplinary appeal is pending before the Civil Service Commission.

26.8 Steward

Three (3) stewards and three (3) alternate stewards shall be appointed by BPSEA to assist in resolving workplace issues and other representational duties including, but not limited to, handling grievances.

The City shall provide four (4) hours of paid time each contract year to each steward and alternate for steward's training. BPSEA will give one (1) months' notice to the City before scheduling training.

Grievances which may arise, and which cannot be adjusted on the job, shall be reported to BPSEA by the steward; provided, however, in no event shall the steward or BPSEA order any changes, and no changes shall be made except with the consent of the City. If the aggrieved employee desires the assistance of a steward as provided in Steps 1, 2 or 3 of the grievance/disciplinary appeal procedure, the City shall afford said steward reasonable time off during working hours without loss of compensation or other benefits to investigate and take up said grievance/disciplinary appeal. The grievant and/or the area's steward shall obtain the specific approval of the supervisor or, in the latter's absence, another authorized city management official before leaving their duties or work situation or assignment for the purpose of investigating and/or processing a grievance/disciplinary appeal.

BPSEA will also be informed when a new BPSEA unit member is hired. The City will include a BPSEA informational packet, with the City's orientation papers, for each new employee.

Section 27. Safety

The City and BPSEA shall expend every effort to see to it that the work performed under the terms and conditions of this Memorandum of Understanding is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

Section 28. Personnel Files

Every City employee shall have the right to inspect and review any official personnel record relating to their performance as an employee or to a grievance concerning the employee which is kept or maintained by the City's Human Resources Department; provided, however, that letters of reference are exempted from the provisions of this section as required by law.

The contents of such records shall be made available to the employee for inspection and review at reasonable intervals during regular business hours of the City. The employee may obtain copies of the contents of their official personnel record upon written request.

The City shall provide an opportunity for the employee to respond in writing, or personal interview, to any information about which he or she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to include as part of the employee's permanent personnel record. The employee will be notified of any information, derogatory in nature, entered into their official personnel record.

This section does not apply to the records of an employee relating to the investigation of a possible criminal offense.

Section 29. Labor-Management Committee

During the term of this MOU, the parties will meet at least quarterly, or as otherwise agreed upon, to discuss:

- 1) Potential updates to the jurisdictions used for compensation comparison purposes (Section 10.3)
- 2) Potential equity adjustments to base salary for certain classifications proposed by the City or BPSEA.

The parties will prepare a mutually agreeable schedule for reviewing potential equity adjustments by Department. Neither party will be required to conduct a study or survey of salary, compensation, or classification in relation to these discussions.

Additionally, the following topics will be included for discussion in the Labor-Management Committee:

- 3) Telework
- 4) Health Savings Program

Section 30. Closing Clauses

The terms of this Memorandum of Understanding shall remain in effect from June 21, 2026 through June 20, 2027. Nothing in this section shall be retroactively applied unless otherwise provided herein.

If any section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other Sections of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of invalidation of any Section, the City and the BPSEA agree to meet within thirty (30) days for the purpose of renegotiating said section.

This Memorandum of Understanding shall be submitted to the City Council for its adoption.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____ day of _____, 2026

**BENICIA PUBLIC SERVICE
EMPLOYEES' ASSOCIATION, INC.**

CITY OF BENICIA

President-David Lamb

Mario Giuliani, City Manager

Vice President

Alexandra Crivello, CEA

Kim Imboden, HR Manager

Mark Wilson, Burke Williams & Sorensen

APPROVED AS TO FORM BY

City Attorney: _____
Benjamin Stock, Burke Williams & Sorensen

MOU updated _____ to incorporate Side Letter #1 – Section 15.7 vacation

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF BENICIA

AND

**BENICIA SUPERVISOR and PROFESSIONAL
ASSOCIATION (BSPA)**

June 21, 2026

TO

June 20, 2027

MEMORANDUM OF UNDERSTANDING CITY OF BENICIA

&

BENICIA SUPERVISOR and PROFESSIONAL ASSOCIATION (BSPA)

(Approved via Council Resolution 26-XX (Reso number
pending and will be updated after council meeting

June 21, 2026 – June 20, 2027

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I. PREAMBLE

This agreement is entered into by the City of Benicia, hereinafter referred to as the "City," and the Benicia Supervisor Professional Association, ("BSPA") for the purpose of promoting harmonious relations between the City and its Professional and Confidential and Supervisory employees to establish an orderly and peaceful procedure, to settle differences which might arise and to set forth the basic, complete and full agreement between the parties concerning salaries and all other conditions of employment, and preclude any further negotiations during its term unless otherwise stated herein.

II. RECOGNITION

A. Recognition of Benicia Supervisor and Professional Association

The City of Benicia recognizes the Benicia Supervisor and Professional Association as the majority and exclusive representative of City employees in the Professional and Confidential and Supervisory classifications as set forth below, and in classifications appropriately added to Professional and Confidential or Supervisory hereafter.

B. Parties to this Agreement

This agreement is entered into by the City and BSPA in accordance with Government Code Section 3500 et seq.

C. Professional & Confidential employees covered by this agreement include the following positions:

- Accountant I/II
- Administrative Secretary
- Assistant Engineer
- Assistant Planner
- Associate Civil Engineer
- Associate Planner
- Building Inspector Supervisor
- Community Development Coordinator
- Deputy City Clerk
- Economic Development Specialist
- Executive Assistant to City Manager
- Executive Assistant to Police Chief
- Field Utilities and Streets Supervisor
- GIS Coordinator

Information Technology Analyst I/II
 Library Technician I/II
 Literacy Program Supervisor
 Management Analyst I/II
 Parks Landscape and Building Maintenance Supervisor
 Payroll Analyst I/II
 Police Records Supervisor
 Recreations Supervisor
 Senior Accountant
 Senior Civil Engineer
 Senior Financial Analyst
 Senior Information Technology Analyst
 Senior Management Analyst *
 Senior Planner
 Wastewater/Water Plant Supervisor
 Water Quality Supervisor

*The City agrees to amend the Senior Management Analyst position classification to delete the City Manager's Office as the only department where this classification is applicable, as well as other housekeeping changes.

III. NON-DISCRIMINATION

The City and BSPA agree that there shall be no discrimination of any kind because of age (over 40); race; creed; skin color; religion; national origin; ancestry; veterans status; physical or mental disability; medical condition; genetic information; marital status; sexual orientation; sex; gender; gender identity; or gender expression; political affiliation; concerted labor activity or other protected activity or status; or on any other basis prohibited by applicable Federal and State law against any employee or applicant for employment.

BSPA shall cooperate with the City, to the extent authorized by Federal and State law and regulations, in furthering the objective of Equal Employment Opportunities, as defined by Federal and State regulations. The City and BSPA shall not discriminate against any employee covered by BSPA or assigned to BSPA because of membership or non-membership in BSPA.

The City and BSPA recognize that the City has an obligation under the Americans with Disabilities Act (ADA) to meet with individual employees

who request a need for reasonable accommodation in the workplace because of a disability covered by the ADA. If the City is required to provide reasonable accommodation to an individual employee in compliance with the ADA which is in potential conflict with any provision of this Memorandum of Understanding, BSPA will be advised of any such proposed accommodation and be afforded an opportunity to discuss same prior to implementation by the City.

IV. DUES DEDUCTIONS

- A. A member of this unit may, at any time execute a payroll deduction authorization form or forms ("Deduction Authorization Form") as furnished by the Association.
- B. The Association will be the custodian of records for such Deduction Authorization Form and will provide the City with a certification consistent with the law.
- C. The City shall begin deductions in the amount prescribed by the Association in the first full payroll period after receipt of written certification from the Association. The employer shall transmit such payments to the Association no later than thirty (30) days after the deduction from the member's earnings occurs.
- D. Deductions may be revoked only pursuant to the terms of the Deduction Authorization Form. The City shall direct member requests to cancel or change deductions to the Association and shall rely on information provided by the Association regarding whether deductions for a member were properly canceled or changed.
- E. Other Payroll deductions

The City shall deduct BSPA dues or service fees and premiums for approved insurance programs from the employee's pay in conformity with State and City regulations. The City shall promptly pay over to the designated payee all sums so deducted. BSPA shall provide the City with notice and a copy of BSPA's certification form authorizing any increased deduction for dues, service fees, or premiums, and shall provide notice to BSPA employees of such increases.
- F. Hold Harmless

The authorization for payroll deductions described in this Agreement shall specifically require the employee and BSPA to agree to hold the City harmless from all claims, demands, suits or other forms of liability that may arise against the City for or on account of any deduction made from the wages of such employee.

BSPA shall defend, indemnify and hold harmless, release and save the City and its agents and employees against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the City under this Agreement. This includes but is not limited to the collection and procedures for collection of fair share fees and reasonable cost of City's attorney fees and costs, along with reasonable cost of management preparations time as well.

G. New Employee Orientation

New to the bargaining unit employee orientation is defined as the onboarding process, whether in person, online or through other means, which the City provides information regarding employment status, rights, benefits, duties and responsibilities, or any other employment related matters.

The City shall provide written notification to the Association's designee, by email not less than ten (10) business days in advance of all new to the City's employee orientations except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.

The Union shall be provided up to thirty (30) minutes to meet with the new to the City's employee during the new employee orientation, who are present without the City. The Association and its authorized representatives agree that it shall not disparage the City and its representatives during this orientation meeting.

Within thirty (30) days of hire or by the first pay period of the month following the hire of the new employee, the City shall provide the Association designated representative with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer and home addresses. The City shall provide the Association this information for the bargaining group at least every 120 days, excepted as specified in AB119.

V. MANAGEMENT RIGHTS

The employee organization agrees that the City retains all its exclusive rights and authority under the law and expressly and exclusively retains its management rights, which include, but are not limited to; the exclusive right to determine the mission of its constituent departments, commissions, boards; set standards and levels of service; determine the procedures and standards of selection for employment and promotions; direct its employees; maintain the efficiency of government operations; determine the methods, means and numbers of kinds of personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to the right to contract for or sub-contract any works operations of the City; to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law; establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and technology of performing its work. Management rights shall be exercised in a manner consistent with applicable Federal and State laws, and Personnel rules and the MOU. Nothing in this Article is intended to alter the post-agreement rights of the respective parties as established by law to meet and confer or to lawfully refuse to meet and confer on changes which would affect the wages, hours and other terms and conditions of employment.

VI. COMPENSATION

Effective July 1, 2006, the following agencies have been used for the purposes of salary surveys for benchmarked positions:

City of Davis	City of Napa	City of San Pablo
City of Brentwood	City of Pinole	Contra Costa Fire District
City of Fairfield	City of Richmond	Contra Costa Water District

City of Folsom City of Vacaville City of El Cerrito
 City of Pleasant Hill City of Vallejo
 East Bay Municipal Utility District
 Central Contra Costa Sanitary District

The parties acknowledge that CALPERS is the only entity by statute that determines the persability of any and all pay, incentives or allowances.

A. Deferred Compensation

Employees covered by this MOU may elect a monthly payroll deduction to be placed in the City administered deferred compensation program. Any monies so deposited would become tax deferred and would be subject to income taxation in the year they are withdrawn from the deferred compensation program.

Effective first full pay period following ratification, the City will contribute a total of \$150.00 per pay period upon receipt of enrollment form (or if currently enrolled, receipt of change form) into the deferred comp 457 account. Absent mutual agreement to do otherwise, this provision expires after the last full pay period in June 2027 (i.e. the June 30th paycheck), and the City's automatic contribution will revert back to \$25.00 beginning with the July 31st, 2027, paycheck.

B. Longevity Pay

Effective the first day of the pay period in effect upon full execution of the MOU, all employees employed in regular full-time positions shall be entitled to receive longevity pay, in recognition of their full-time service, as follows:

<u>Full Time Service:</u>	<u>Longevity Pay (non-cumulative):</u>
6 years	1.25%
10 years	2.5%
20 years	5%
30 years	7.5%
40 years	10%

Longevity pay is calculated as a percentage of base salary.

Longevity pay increases will take effect the beginning of the pay period following the completion of years of service with the City of Benicia.

C. Acting Pay

Any employee requested to perform the essential duties of a classification at a higher salary range due to a vacancy or the temporary absence of an employee in the higher classification shall receive at least a five percent (5%) differential but no less than the first step and no more than the top step of the salary range for the higher classification for all hours that they perform the duties of the higher classification.

Employees assigned in accordance with the foregoing to perform the duties of a higher classification on an acting basis for a period exceeding five (5) consecutive workdays shall receive "acting pay" commencing with the sixth (6th) consecutive workday retroactive to the first day of assignment and continuing with each consecutive day of work in the higher classification thereafter.

An employee qualifying for "acting pay" shall receive an additional at least five percent (5%) over their then current salary range while working in the higher classification.

Acting pay is calculated as a percentage of salary step (i.e. Step 1 to 5) only and is not included in/on any other specialty pays.

Parties agreed to comply with California Code of Regulations (CCR) 571(a)(3) which defines whether Acting Pay is reportable to CalPERS as special compensation for classic members. It is not reportable for PEPRAs members.

D. Uniform Pay

1. Uniform Allowance for Public Safety Members shall be \$40 per month.
2. When required by the City to wear City designated uniforms, employees in the following classifications shall be provided with five (5) shirts per fiscal year and one (1) jacket replaced as needed and approved by department but not more than once per fiscal year; a boot allowance reimbursement of up to \$220.00 per fiscal year and pants allowance of \$200.00 reimbursement per fiscal year:
 - Fields Utilities and Streets Supervisor
 - Parks Landscape and Building Maintenance Supervisor
 - Plant Supervisor in Water/Wastewater only
 - Water Quality Supervisor
 - Effective July 21, 2024, the position of Building Inspection Supervisor is added.
 - Boot Allowance Only: Assistant Engineer; Associate Civil Engineer and the Senior Civil Engineer shall be eligible for a

boot allowance reimbursement of up to \$220.00 per fiscal year. These employees do not receive the \$200 uniform allowance, just the boot allowance.

E. Public Communications Team (PCT) Stipend

Up to six (6) employees may be assigned to the PCT in the sole discretion of the City. The City developed and implemented an application and selection process for assignments. No employee shall have a vested right or property interest in either the assignment or the monthly stipend.

Employees assigned to serve on the Public Communications Team (PCT) will receive a non-PERSable stipend of \$600.00 per month, pursuant to CalPERS regulations.

VII. HOURS OF WORK

A. 9/80 Work Schedules

Alternate schedules may be provided pursuant to City Policy #25.

B. Reduced Work Schedules

Reduced work schedules may be made available pursuant to City Policy #14.

C. On Call/Call Back

Employees within this bargaining unit are not on call and therefore not required to restrict their personal activities outside of their normal work hours.

D. Telework

City of Benicia has a Hybrid-Remote/Telework Policy and Procedures (Admin Policy #46). The policy will be included in this MOU. Covered employees are eligible to request working from home pursuant to attached Admin Policy #46. The City currently intends to maintain the telework policy. The Unit agrees to meet-and-confer on the impacts and effects of any telework policy change prior to the City making unilateral changes to the telework policy.

Any denial of this two-day entitlement must be provided in writing, citing specific operational necessity, and is subject to a formal review by the HR Department to ensure consistent and equitable application across the City.

VIII. LEAVE

A. Vacation

Employees covered under this agreement shall accumulate vacation time in accordance with the following vacation entitlement schedule:

Years of Service	Weeks of Vacation
0 through 2 years	2 weeks (6.7 hours per pay period)
3 through 6 years	3 weeks (10 hours per pay period)
7 through 14 years	4 weeks (13.33 hours per pay period)
15 years and over	5 weeks (16.7 hours per pay period)

Vacation accrual increases will take effect the first of the pay period following the completion of years of service.

An employee may take vacation at times approved by the department head. It is the policy of the City that employees take their normal vacation each year.

Employees shall not be able to accrue in excess of 360 hours of vacation.

In December of each calendar year, the City will allow employees who have in excess of 260 hours of accrued (as of the pay period ending November 20th) vacation leave to convert forty (40) hours of vacation leave to sick leave. It is the employee's responsibility to notify payroll by December 15th if they choose to make this conversion. The conversion will be applied in either the December or January paycheck.

For purposes of this section VIII(A) (Vacation Leave), for employees who have a break in City of Benicia full-time service, their vacation accrual is based on prior full time hire date and their full-time years of service with the City regardless of bargaining unit. It is the desire of the City and Union to further expand this program to possibly include other benefits in future years if financially and administratively feasible as well as legally permissible.

B. Administrative Leave

1. In recognition of the extended hours required of unit employees, including attendance at meetings outside of normal working hours, the following leave policy shall be implemented:

Each FLSA exempt employee shall receive ten (10) days (80 hours) of administrative leave to use by June 20th, the last day of the fiscal year payperiod.

2. On May 21st of each year, employees may elect to convert unused Administrative Leave for cash for an amount up to one half their authorized Administrative Leave allowance. Payment

for cash conversion shall be made in the June 30th paycheck. Administrative Leave that is not cashed out must be used by June 20th of each year and may not be carried over into the next fiscal year.

Upon termination of employment an employee will be entitled to a prorated payout of the current fiscal year's earned Administrative Leave.

For example, if an employee separates service on November 30, they will have worked 5 months into the fiscal year (July – Nov). Employees are credited with 6 hours of admin leave each month. If an employee leaves in November, they will have earned 30 hours of admin leave, and can therefore cash out a maximum of 15 hours upon separation.

In extraordinary circumstances such as emergencies, storms etc. Department Heads may authorize the flexing of work schedules for unit employees working excessive hours beyond that compensated for through Administrative Leave.

C. Sick Leave

Employees covered by this agreement shall accrue sick leave beginning the first day of the month following the employee's completion of one month of service. An employee earns sick leave at the rate of 8 hours for each payperiod month of service. Full sick leave is earned by each full-time employee on paid leave of absence, including sick leave and jury leave. It is not earned by an employee on unpaid leave of absence or paid industrial leave (PIL).

The City allows the unlimited accumulation of sick leave.

The City will, at the request of the individual employee, reimburse each employee in this bargaining unit, 25% of their annually accrued, but unused, sick leave during November of each year. The annually accrued/unused period is November 21st through October 20th of the following year. The employee's sick leave balance will be reduced by the hours that are cashed out. Payment for cash out conversion shall be made in the November paycheck.

D. Disability Benefits

Effective January 1, 2023, the City began participating in the California State Disability Insurance (SDI) and BSPA employees were enrolled in the program.

As part of joining SDI, employees will no longer be eligible to participate in the City's supplemental sick leave benefits program ("SSLP") as set forth in City Policy #5 [Supplemental Sick Leave Benefits].

E. Paid Industrial Accident Leave

Each full-time employee shall be granted paid industrial leave (PIA) if the claim is approved by State Workers' Compensation, with the City paying full, basic salary during such leave. "PIA" shall begin on the first day of said industrial accident and shall extend for a maximum of one year. During such leave, the City shall receive all State Compensation benefits. When an employee is on "PIA", they are charged neither vacation nor sick leave but during this time, they do not accrue vacation or sick leave. Employees are not eligible for a step increase while on "PIA", and their anniversary date will be adjusted so that they will observe the normal working period between steps.

Pursuant to section 4800 of the Labor Code, PIA compensation leave is not reportable compensation to CalPERS.

Safety employees shall be governed by Section 4850 of the Workers' Compensation Act.

F. Bereavement Leave

All employees are permitted five (5) days of unpaid bereavement leave upon the death of any family member listed in Section 12945.2 of the Government Code. In case of death in the immediate family (as defined below), an employee shall be granted five (5) days of paid bereavement leave per occurrence.

The paid bereavement leave runs concurrently with the five (5)-day unpaid bereavement leave. However, the leave days need not be consecutive. Additional time off for this purpose must be vacation, compensatory time, Administrative Leave, or unpaid leave. Bereavement leave must be approved by the Department Head.

For the purposes of this section, "immediate family" means mother, stepmother, mother-in-law, father, stepfather, father-in-law, husband, wife, domestic partner as defined by the State of California, son, stepson, daughter, stepdaughter, brother, brother-in-law, sister, sister-in-law, foster parent, foster child, grandparents, grandchild, and any individual to whom an employee is serving in Loco Parentis.

Bereavement Leave, that doesn't qualify under the State of California Bereavement Guidelines may be granted to an employee to attend the funeral of a person other than a member of the employee's immediate family, chargeable to compensatory time, sick leave, or vacation leave.

G. Leave of Absence

1. Employees covered by this MOU shall be granted a leave of absence with full pay for jury service, and appearances or attendance in court proceedings resulting from the employee's official duties. Any compensation received by the employee for such service shall be remitted to the City.
2. A request for a leave of absence without pay must be made to the department head in writing by the employee stating the dates of leave of absence requested and the reason for the request.
3. A department head may grant an employee a leave of absence without pay for not more than ten (10) working days when it is in the best interest of the City. The City Manager must approve a leave of absence without pay exceeding ten (10) working days.
4. An employee with more than five (5) scheduled shifts of leave without pay per payperiod will be responsible for a prorated portion of the City's contribution for benefits, in addition to the employee portion. The City's contribution shall be prorated each payperiod based upon a proportion of the scheduled shifts/hours worked within that pay period to the normal full-time pay period's scheduled shifts/hours for the job classification.

H. Donation of Leave

With City Manager approval, employees may voluntarily donate annual leave or administrative leave hours to an employee who has exhausted their own leave time.

IX. EDUCATIONAL REIMBURSEMENT

An Educational Reimbursement Program is hereby established to encourage employees to continue their self-development and career development by enrolling in job-related classroom courses during off duty time. The City agrees to pay up to an amount of \$3,500.00 per fiscal year toward the cost of tuition, books and materials (including educational tutoring and mentorship, and educational supplies like laptops, tablets, etc.) for courses of study undertaken by employees completed during the fiscal year pursuant to this program and provided such courses and institutions have been approved by the employee's Department Head.

X. HOLIDAYS

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Presidents' Day

4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans' Day
8. Thanksgiving Day
9. Friday after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. New Year's Eve
13. Personal Leave Day (at the employee's option)
14. Two December closure floating holidays to be used only during the period of December 26 – December 30 each year if required by the City to participate in a December closure. Employees normally scheduled to work and actually work during the December closure will receive up to two (2) floating holidays to use by the end of the fiscal year.

The City agrees to a holiday closure in 2026. Employees scheduled to be off for a 9/80 on Friday December 18th, 2026, will instead work on December 18th and will take Monday, December 21st as their alternate 9/80 day.

For city hall and most other offices, the December closure will begin on Monday December 21st, and offices will reopen on Monday, January 6th. In addition to the 2 closure days conveyed in Section 14. above, the city agrees to include 2 additional closure days for 2026. Most employees will use their closure days on December 22, 23, 28, and 29.

Holiday closure days are not considered a holiday for scheduling, overtime, or call back purposes. They are similar to other non-workdays such as 9/80 days or weekend days.

Employees normally scheduled to work and who actually work during the holiday closure will be afforded a floating holiday for each day worked, up to four days, to use by 6/20/2027. All closure days not used from December 22nd to January 3rd must be used by the end of the fiscal year (June 20th).

The City will observe the Friday preceding a legal holiday falling on Saturday as a legal holiday and the Monday following a legal holiday falling on a Sunday as a legal holiday.

Personal Leave may be taken at any time during the fiscal year with the approval of the employees' supervisor and/or department head. Personal Leave may not be accumulated and carried forward to the next fiscal year.

XI. HEALTH AND MEDICAL INSURANCE

A. The City shall continue to offer hospital-medical-dental and vision plans as those plans are currently structured or as the plans may be amended from time to time by the plan providers. The City may substitute plans currently offered with plans of substantially similar benefits.

Effective with the June 30, 2026, paycheck, the City's monthly contribution toward medical premiums shall be as follows:

Employee Only:	\$1,119.31
Employee plus one:	\$2,238.63
Employee plus family:	\$2,977.37

For fiscal year 2025/2026, the City's monthly contribution toward medical premiums was the same for each Kaiser medical plan. The City's contribution was calculated at 85% of the premium for the \$20.00 co-pay plan, and the employee was responsible for 15% of the premium.

- B. City Medical Plan Opt Out Stipend: Upon written documentation from the employee of proof of alternative group medical coverage, the City shall allow employees who have dual coverage on their health plan to receive a City medical plan opt out stipend in the amount of \$762.00 per month.
- C. Retirees may voluntarily continue to participate at their own expense in the City's health plans at the same premium as active employees. Retirees that are Medicare eligible must be enrolled in Medicare to be eligible to continue to participate in the City's health plans.

XII. RETIREE HEALTH SAVINGS PLAN

Employees covered by the MOU may contribute funds to their Vantage Care accounts in accordance with program rules.

XIII. LIFE INSURANCE

The City shall pay the entire cost of providing each insurable regular, full-time employee with \$50,000 group term life insurance with said policy to include \$100,000 accidental death and dismemberment coverage.

XIV. MILEAGE REIMBURSEMENT

Mileage reimbursement shall be in accordance with City Policy #23. Remaining auto allowances will be rolled into salary.

XV. PROFESSIONAL AND COMMUNITY ORGANIZATIONS

Employees required to maintain membership in professional and/or community organizations will be reimbursed for all membership fees and approved expenses.

XVI. RETIREMENT

1. BSPA Non-Safety Sworn Miscellaneous Employees Only
 - A. Employees in this unit hired on or before September 30, 2012: 2.7% at 55 CalPERS Pension Formula:
 1. For non-sworn miscellaneous employees hired on or before September 30, 2012, the City shall provide the 2.7% at 55 Local Miscellaneous Members Retirement Program. The City's contract with the Public Employees' Retirement System (PERS) for the 2.7% @ 55 formula also provides the following additional benefits:
 - One-year highest compensation benefit as outlined in Government Code.
 - The City implemented the Third Tier of the 59 Survivor Benefit with CalPERS upon amendment of the PERS contract.
 - Credit for unused Sick Leave as provided for in Government Code.
 2. Contributions:
 - a. Employees shall pay 4% of pensionable compensation towards the member rate of PERS via a pre-tax payroll

contribution. Such contributions shall be treated as pre-tax as long as allowable by the IRS.

- b. Employer contribution towards EPMC: The City is paying the 4% portion of the PERS member Retirement contribution and reporting the value of the 4% Employer Paid Member Contribution (EPMC) as special compensation.

- B. Employees in this unit hired on or after October 1, 2012 and considered a classic member as defined by PERS: 2% at 60 CalPERS Pension Formula:

- 1. For non-sworn miscellaneous employees hired on or after October 1, 2012 and on or before December 31, 2012, the City shall provide the 2.0% at 60 Local Miscellaneous Members Retirement Program. The City's contract with the Public Employees' Retirement System (PERS) for the 2.0% @ 60 formula also provides the following additional benefits:

- Three-year highest compensation benefit as outlined in Government Code.
- The City implemented the Third Tier of the 59 Survivor Benefit with CalPERS upon amendment of the PERS contract.
- Credit for unused Sick Leave as provided for in Government Code.

- 2. Contributions:

- a. Employees shall pay 3% of pensionable compensation towards the member rate of PERS via a pre-tax payroll contribution. Such contributions shall be treated as pre-tax as long as allowable by the IRS.
- b. Employer contribution towards EPMC: The City is paying the 4% portion of the PERS member Retirement contribution and reporting the value of the 4% Employer Paid Member Contribution (EPMC) as special compensation.

C. PEPRA Employees in this unit hired on or after January 1, 2013: 2.0% at 62 CalPERS Pension Formula:

1. 2.0% at 62 CalPERS Pension Formula/ PEPRA: Pursuant to changes mandated by PEPRA, all non-sworn miscellaneous employees who are not considered classic members as defined by CalPERS are under the CalPERS 2.0% @ 62 pension formula. The City shall comply with all PEPRA laws for new hires after January 1, 2013 or non-classic members as defined by CalPERS.
2. Contributions: Employee Contribution:-Employees are required by CalPERS per PEPRA regulations to contribute 50% of the normal cost rate as determined annually by CalPERS via pay roll deduction.

2. BSPA Safety Sworn Employees. As of the start of this 2024-2026 MOU there are not current safety classifications, but the language is being kept in for reference purposes should a safety classification be added.

A. Safety employees in this unit hired on or after November 18, 2000 and on or before May 31, 2011: 3% at 50 CalPERS Pension Formula

1. 3% at 50 CalPERS Pension Formula. The City agreed to amend its contract with the Public Employees' Retirement System [PERS] to include the retirement benefit option of 3% @ 50 in accordance with Government Code § 21362.3. This benefit became effective on November 18, 2000 following the final amendment process and approval by PERS. The City's contract with the Public Employees' Retirement System (PERS) has been amended and shall provide the following additional benefits:
 - One-year highest compensation benefit as outlined in Government Code.
 - The City implemented the Fourth Tier of the 59 Survivor Benefit with CalPERS upon amendment of the PERS contract.
 - Credit for unused Sick Leave as provided for in Government Code.

2. Contributions:

- a. Employee Contribution: Employees pay 5% of pensionable compensation towards the member rate of PERS via a pre-tax payroll contribution. Such contributions shall be treated as pre-tax as long as allowable by the IRS.
- b. Employer Contribution towards EPMC: The City is paying the 4% portion of the PERS member contribution and reporting the value of the 4% Employer Paid Member Contribution (EPMC) as special compensation.

B. Safety Employees in this unit hired on or after June 1, 2011 and are considered a classic member as defined by PERS: 3% at 55 CalPERS Pension Formula:

1. 3% at 55 CalPERS Pension Formula

- The City's contract with Public Employees Retirement System (PERS) implemented a second-tier retirement benefit option of 3% @ 55. The City's contract with the Public Employees' Retirement System (PERS) for the 3% @ 55 formula also provides the following additional benefits:
 - One-year highest compensation benefit as outlined in Government Code.
 - The City implemented the Fourth Tier of the 59 Survivor Benefit with CalPERS upon amendment of the PERS contract.
 - Credit for unused Sick Leave as provided for in Government Code.

2. Contributions:

- a. Employee Contribution: Employees shall pay 5% of pensionable compensation towards the member rate of PERS via a pre-tax payroll contribution. Such contributions shall be treated as pre-tax as long as allowable by the IRS.
- b. Employer Contribution towards EPMC: The City is paying the 4% portion of the members PERS Retirement contribution and reporting the value of the 4% Employer Paid Member Contribution (EPMC) as special

compensation.

C. PEPPRA Safety Employees in this unit hired on or after January 1, 2013: 2.7% at 57 CalPERS Pension Formula:

1. 2.7% at 57 CalPERS Pension Formula/ PEPPRA: Pursuant to changes mandated by PEPPRA, all safety employees who are not considered classic members as defined by CalPERS are under the CalPERS 2.7% @ 57 pension formula. The City shall comply with all PEPPRA laws for new hires after January 1, 2013 or non-classic members as defined by CalPERS.
2. Contributions: Employees are required by CalPERS per PEPPRA regulations to contribute 50% of the normal cost rate as determined annually by CalPERS via pay roll deduction.

XVII. GRIEVANCES/DISCIPLINARY APPEALS

A. Definitions

1) Grievance:

A grievance is any dispute which involves the interpretation or application of any provisions of this Memorandum of Understanding, or rules, regulations, resolutions, ordinances and existing practices which specifically govern personnel practices and working conditions of unit members.

2) Discipline:

A disciplinary appeal is an appeal by an employee of a discharge, demotion, and reduction in pay or suspension without pay. Since the Civil Service Commission was eliminated in 2017, all appeals for discharge, demotion, and reduction in pay or suspension shall follow the Grievance Procedure of this MOU.

B. Procedure

Grievances/Appeals filed pursuant to this Memorandum of Understanding shall be processed in the following manner:

For the purposes of this Section, the term "working days" shall mean those days the City is normally open for business.

- 1) The grievance shall be presented in writing either by the employee or by an authorized union representative to the

designated supervisor of the employee within ten (10) working days after the cause of such grievance occurs. Disciplinary appeals must be presented to the department head within ten (10) working days from date of receipt of the Notice of Intent to Discipline. Appeals which are not presented within this time limit shall be deemed waived and abandoned.

- 2) The designated supervisor shall have ten (10) working days from the date of receipt of the grievance in which to investigate and respond. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the employee or by an authorized union representative within ten (10) working days to the department head or to such representative as the employee may designate.
- 3) The department head or a designated representative shall have ten (10) working days from date of receipt of grievance/appeal in which to respond. If the grievance is not satisfactorily adjusted/resolved within this period, the grievance/appeal may be presented in writing either by the employee or by an authorized Union representative to the City Manager or to such representative as the City Manager may designate.
- 4) If the parties are unable, within ten (10) working days, to reach a mutually satisfactory accord on any grievance/appeal which arises and is presented during the term of this Memorandum of Understanding, such grievance/appeal shall be submitted to an Adjustment Board comprised of two (2) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union; and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process. No decision of the Adjustment Board shall be final and binding without receiving the affirmative votes of at least three (3) members of the Board.
- 5) If an Adjustment Board is unable to arrive at a majority decision, either the Union or City may require that the grievance/appeal be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and a court reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation including, but not limited to,

preparation and posting hearing briefs, if any. If the Union and the City Manager are unable to agree on an impartial arbitrator a list will be requested from the State Mediation & Conciliation Service and an impartial arbitrator selected by alternately striking names until only one name remains on the list, that person shall be the impartial arbitrator.

- 6) Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto.

C. Scope of Procedure

No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance/appeal as set forth above.

D. Change to Memorandum

Proposals to add to or change this Memorandum of Understanding or written agreement or addenda supplementary hereto shall not be arbitrated and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. Neither any Adjustment Board or any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

E. Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints which allege that employees are not being compensated in accordance with the provisions of the Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

F. Removal of Discipline from Personnel File

Employees who receive a Letter of Reprimand may, after one (1) year from the date of issuance, submit a written request to Human Resources seeking removal of the Letter of Reprimand from their personnel file, provided the employee has not engaged in similar misconduct during that period.

Employees who receive a higher level of discipline may, after one and one-half (1.5) years from the date of issuance, submit a written request to Human Resources seeking removal of such discipline from their personnel file.

The Human Resources Manager shall have sole discretion to grant or deny such requests; however, such discretion shall not be exercised in an arbitrary or unreasonable manner. The decision of the Human Resources Manager shall be final and shall not be subject to the grievance procedure.

XVIII. TRANSFERS AND PROMOTIONAL OPPORTUNITIES

Whenever a City authorized permanent position becomes vacant, the City shall offer qualified, and interested, regular employees covered by BSPA the opportunity to be considered for transfer into the vacant position(s) prior to considering the appointment of an employee not covered by BSPA for five (5) business days before initiating an outside recruitment. Nothing in this section shall prevent the posting of the position to non-BSPA members.

Lateral Transfer Between Departments:

A lateral transfer between departments is defined by Personnel Rules Section 6.4b and such definition is not changed by this section. When a vacancy occurs for a position that is also held by other current regular BSPA members (i.e. Administrative Secretary, Management Analyst, etc.), Human Resources will contact employees who hold the same classification to inquire if they are interested in a lateral transfer. This notice will be made at least five (5) business days prior to opening the position in any other manner. The notice shall include the job location, department, and final filing date.

Employees interested may be interviewed by the hiring manager, and will not be subject to any minimum qualifications or outside panel interview screening as employee has previously participated in a recruitment process for the current classification the employee is seeking to transfer to within the City.

Transfer Between Classifications at the same comparable or lower classification

A transfer between classifications is defined by Personnel Rules Section 6.4a. Employees interested in being considered for a transfer between classifications will notify Human Resources of their interest to be placed on a transfer list. Employees may notify Human Resources at any time of their interest and Human Resources will maintain the transfer list. In addition, at least once per calendar year, Human Resources will notify BSPA members of the availability of this transfer between classifications list. City email will be used for this notification. It is the employees' responsibility to notify Human Resources if they want to be on a transfer list for consideration of a lateral transfer. Any persons transferred between classifications at the same, comparable or lower classification shall possess the minimum qualifications for the position without exception. Transfers to a higher classification shall not be permitted.

The Personnel Officer may authorize the transfer of an employee from one position to another of the same or comparable class of work and where the same general type of examination is given for entrance to such a position.

Promotional Opportunities:

Promotions shall be competitive examinations pursuant to Personnel Rules, and nothing in this section modifies the requirement of the Personnel Rules.

If an examination for one of the classes represented by the Union is proposed to be announced on an open to the public (i.e. not open internally first) basis, the Human Resources Department shall give five (5) days prior notice of such proposed announcement and shall meet at the request of the Union, within those five (5) days, unless mutually agreed to waive the timeline, to discuss the reasons for such open announcement. The reasons for opening such recruitment is a management right and nothing in this section confers any rights to any party to appeal or grieve in any forum the City's decision to open a recruitment.

Promotional appointments shall be tentative and subject to a probationary period of six months for full-time appointments and 520 hours of work for part-time appointments. However, nothing in this section precludes extension of the probationary period pursuant to Section 7.2 of the Personnel Rules.

XIX. COLLABORATIVE COMMITTEE

During the term of the MOU, parties will meet at least quarterly, or as otherwise agreed upon, to discuss:

- a. Retention & Recruitment
- b. Telework
- c. Health Savings Program

This provision shall expire at the end of the MOU term. The City is under no obligation to reopen any MOU section or implement any proposed change. The City reserves all management rights.

XX. SEPARABILITY CLAUSE

If any section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other Sections of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of invalidation of any Section, the City and BSPA agree to meet within thirty (30) days for the purpose of renegotiating said Section.

If any other represented employment group (BDA, BPSEA, BPOA, or BFA) or existing unrepresented classification receives a new pensionable increase from May 21, 2026 to April 1, 2027 the BSPA shall receive a pensionable increase of equal value. This excludes step increases or promotions. If the City contribution for medical premiums is increased for any of these groups for the plan year 2026-2027 to an amount higher than that received by BSPA, BSPA shall also receive the higher contribution. (i.e. if anyone is moved above and beyond the City table outlined in section 25.1)

XXI. TERM

The terms of this agreement shall remain in effect from June 21, 2026, through June 20, 2027.

This agreement shall become effective upon execution by both parties and adoption by the City Council on its regular agenda, in conformance with the Brown Act.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____ day of _____, 2026.

**BENICIA SUPERVISOR AND
PROFESSIONAL ASSOCIATION**

CITY OF BENICIA

Date: _____

Date: _____

Stacy Hofacre, President

Mario Giuliani, City Manager

Andrew Gailey, for BSPA

Della Olm, for BSPA

Kim Imboden, HR Manager

Mark Wilson, Burke William
Sorensen

Alexandra Crivello, CEA

APPROVED AS TO FORM BY
City Attorney:

Ben Stock, Burke William
Sorensen

*This MOU was adopted by City Council on via Council Reso

(POA President will contact with any
housekeeping changes upon return from
leave)

Tentative Agreement – 6/17/2026; POA
ratified 6/17/2026

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Memorandum of Understanding

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Section 1. Preamble

This Agreement is entered into by the City of Benicia, hereinafter referred to as the "City" and the Benicia Police Officers Association, hereinafter referred to as "BPOA," for the purpose of promoting harmonious relations between the City and the BPOA, to establish an orderly and peaceful procedure to settle differences which might arise and to set for the basic, complete and full agreement between the parties concerning salaries and all other conditions of employment, and preclude any further negotiations during its term unless otherwise stated herein.

Section 2. Recognition

The BPOA is hereby recognized by the City as the bargaining agent for the Police Officers, Police Sergeants, and for employees properly included in the said Bargaining Unit, under the conditions of the State law.

Section 3. Non-Discrimination

The City and BPOA agree that there shall be no discrimination of any kind because of age (over 40); race; creed; skin color; religion; national origin; ancestry; veterans status; physical or mental disability; medical condition; genetic information; marital status; sexual orientation; sex; gender, gender identity, or gender expression; political affiliation; concerted labor activity or other protected activity or status; or on any other basis prohibited by applicable Federal and State law against any employee or applicant for employment.

The City and BPOA shall not discriminate against any employee covered by BPOA or assigned to BPOA because of membership or non-membership in BPOA.

The City and BPOA recognize that the City has an obligation under the Americans with Disabilities Act (ADA) to meet with individual employees who request a need for reasonable accommodation in the workplace because of a disability covered by the ADA. If the City is required to provide reasonable accommodation to an individual employee in compliance with the ADA which are in potential conflict with any provision of this Memorandum of Understanding, BPOA will be advised of any such proposed accommodation and be afforded an opportunity to discuss the accommodation prior to implementation by the City, within ten (10) business days.

Section 4. Employee Rights

Employees shall have the right to fair and equal treatment in all aspects of employment conditions. Neither management nor its representatives shall exercise their rights and authority in relationship to conditions of employment in a capricious, arbitrary, or

unreasonable manner. Any punitive personnel action taken which will result in any loss of pay or benefits shall be taken in a manner consistent with Civil Service Rules and Regulations and laws of the State.

Section 5. Union Business

- 5.1 The City agrees to provide space on bulletin boards to the BPOA for the announcement of meetings, election of officers of the BPOA and any other material related to the BPOA business. Furthermore, the BPOA shall not post material detrimental to the labor-management relationship nor of a political or controversial nature.
- 5.2 No BPOA member or representative shall solicit members, engage in organizational work, or participate in other BPOA activities during working hours on the City's premises except as provided for in the processing of grievances, or during periods of negotiations to update the membership on the progress of said negotiations.
- 5.3 BPOA members or representatives may be permitted to use suitable facilities on the City's premises to conduct BPOA business during non- work hours upon obtaining permission from the City's Personnel Officer or their designated representative. Any additional costs involved in such use must be paid by the BPOA.
- 5.4 BPOA representatives shall be permitted to investigate and discuss grievances during working hours on the City's premises if notification is given to the Personnel Officer or their designated representative. If the BPOA representative is an employee of the City, he/she shall request from their immediate supervisor, reasonable time off from their regular duties to process such grievances. The City will provide a reasonable number of employees with time off, if required, to attend negotiating meetings.
- 5.5 New to the bargaining unit employee orientation is defined as the onboarding process, whether in person, online or through other means, which the City provides information regarding employment status, rights, benefits, duties and responsibilities, or any other employment related matters.

The City shall provide written notification the Union's designee, by email not less than ten (10) calendar days in advance of all new to the City's employee orientations except that a shorter notice may be provided in a specific instance wither there is an urgent need critical to the employer's operations that was not reasonably foreseeable.

The Union shall be provided up to thirty (30) minutes to meet with the new to the

City's employee during the new employee orientation, who are present without the City. The Union and its authorized representatives shall not disparage the City and its representatives during this orientation meeting.

Within thirty (30) days of hire or by the first pay period of the month following the hire of the new employee, the City shall provide Union's designated representative with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer and home addresses. The City shall provide the Union this information for the bargaining group at least every 120 days, except as specified in AB119.

Section 6. Shift Schedule

In consideration for the fact that employees may have to work through their meal period, each shift incorporates a thirty (30) minute paid meal period.

6.1 Twelve (12) hour Shift Schedule and Ten (10) hour Schedule:

The City shall designate a 7K exemption twenty-eight (28) day work period pursuant to the Fair Labor Standards Act.

The Monthly salary of approximately 5% shall be added to base salary (effective 7/1/17) as all unit members currently receive this monthly salary as part of the base salary.

Training Days shall be full days (8 Hours) on a quarterly basis as needed and determined by the Chief of Police.

Sick Leave and Annual Leave accrual rates remain as currently calculated (i.e., sick leave will accrue at eight (8) hours but will be taken in twelve (12) hour increments for employees assigned to patrol and ten (10) hour increments for employees assigned to traffic/investigations/administrative sergeant.

Shift Schedule for Employees assigned to patrol:

1. Shifts will have the same fourteen (14) day rotation schedules.
2. Bidding will take place one time each year for two (2) six (6) month periods (December 1 and June 1 rotation dates). Employees may stay on the same watch for four (4) consecutive six (6) months periods. After four consecutive six month periods they may bid to bump someone for the opposite watch (i.e., days to nights).

3. In order to provide more flexibility, an employee may bid for any shift/watch as long as it does not conflict with the above paragraph and the employee does not bid for a shift/watch which would require a double-back at shift change.

Bidding for watch/squad schedules will be by seniority.

An Acting Supervisor/Field Training Officer (Corporal) shall be assigned to each watch/squad.

No double shifts will be allowed for safety purposes.

The Chief of Police may, at their discretion, revoke the Twelve-hour shift schedule in order to provide adequate patrol shift coverage. Prior to revoking the 12-hour shift schedule, unless in the event of an emergency, the Chief of Police will provide the POA with thirty (30) days' notice and the POA will have an opportunity to meet with the Chief of Police on the impact of the change.

6.2 Ten (10) Hour Shift Schedule:

Employees assigned to Investigations, Traffic, and Administration Divisions will work a (10) hour day schedule

6.2 (a) School Resource Officer (SRO) (8) Hour Shift Schedule

Employees assigned by the Chief as an SRO will work a forty 40 hour per week, five (5) eight (8) hour day schedule as determined by the department. These employees shall be entitled to overtime in accordance with the overtime in Section 7 of this MOU.

6.3 Special Assignments:

If a special assignment is posted and no qualified candidates volunteer the Chief of Police will select an employee to fill the position that best meets the needs of the department.

6.4 2080 Schedule.

6.4.1 Schedule - The parties agreed to revert back to a 2080 annual hours schedule as soon as administratively possible after adoption of the 2019-2021 MOU by the Council as a pilot program for all POA members during the term of the contract which expired on June 30, 2021. The parties agree the 2080 schedule is working and will continue

beyond June 30, 2021.

6.4.2 Overtime – Nothing in this pilot project shall alter the Police Chief's discretion to assign overtime.

Section 7. Overtime Work, Recall

7.1 Overtime Work

A. FLSA Overtime: Pursuant to the Fair Labor Standards Act ("FLSA") Section 553.230, the City has established a 7(K) exemption with a 28 work day period (171 hours). All hours worked in excess of 160 shall be paid considered overtime. Except as otherwise specified in this MOU, all overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA) and include all pay not excluded by 29 USC Section 207E.

B. Contractual Overtime: All work performed in excess of an employee's normal work day or in excess of an employee's normal workweek shall be considered overtime work. The parties agree that assignments of overtime work shall rest solely with the Chief of Police or designated representative, taking seniority into consideration whenever possible. The parties agree that the assignment of overtime work is on an involuntary basis and any employee refusing assignment of such work is subject to disciplinary action deemed appropriate by the Chief of Police. Contractual overtime will be compensated at the FLSA rate in accordance with Section 7.1 (A)

C. Forced Overtime shall be assigned based on reverse seniority. When patrol staffing falls 20% of full staffing, a forced list shall be established and used to assign forced overtime. All employees below the sergeant classification shall be subject to the forced list. The Forced list shall be maintained and updated based on personnel. The forced list shall not be used once patrol staffing rises above 80% of full patrol staffing.

D. Daily Overtime: 12-Hour Shifts/(10) Hour Shifts: Employees working 12-hour shifts or (10) hour shifts are entitled to overtime for hours worked in excess of twelve (12) in a day for employees assigned to patrol, or in excess of ten (10) in a day for employees assigned to traffic, investigations, administration sergeant. Contractual overtime will be compensated at the FLSA rate in accordance with Section 7.1 (A)

E. 10 Hour Shifts: Employees working a 4/10 schedule, shall be entitled to overtime for hours worked in excess of ten (10) in a day or forty (40) in a workweek.

F. All paid leave will be counted as hours worked for overtime purposes.

G. Unless otherwise designated, all overtime shall include all incentives.

7.2 Compensation for Overtime Work

All overtime work must be approved in advance by the Chief of Police or their designated representative; provided, however, that when emergency conditions exist, the Chief of Police may approve exceptions to the procedure.

Any authorized time worked in excess of the employee's normal work day shall be compensated at the rate of one and one-half (1 & 1/2) times the employee's regular straight-time rate of pay. Compensatory time off may be taken in lieu of overtime payment. Such time off shall be mutually agreeable to the employee and the Chief of Police or their designated representative. Compensatory time off which accrues in excess of one hundred and twenty (120) hours must be liquidated by monetary payment.

The department head in their sole discretion may permit an employee to accrue compensatory time off in excess of the one hundred and twenty (120) hours maximum.

Effective 6/21/26, all currently employed unit members shall receive an additional thirty-two (32) hours of Compensatory Time Off. Such additional CTO will be deposited in current CTO banks and available to be used pursuant to department policy on CTO time off. Some or all of these hours can also be cashed out under the same provisions as FLA CTO cash out. Effective the pay period the 32 hours of CTO are deposited into employee's accounts, the FLSA cap for CTO will be increased by 32 hours through the pay period ending for the 2nd cashout opportunity. Any of the 32 hours that are above the CTO cap as of the 2nd cashout opportunity will automatically be cashed out and the FLSA comp time limit will be lowered by 32 hours.

7.2 (a) Compensation for Overtime Work for School Resource Officers

The School Resource Officers (SROs) work a varied and extended work schedule during the school year and, therefore, accumulate overtime hours during most weeks of the school year. The maximum comp time balance for SROs shall be limited to two-hundred (200) hours. At the termination of an assignment as an SRO and at the end of each school year, a plan shall be developed with the officer to reduce the comp time leave balance to one hundred and twenty (120) hours within 6 months from the end of the SRO assignment or to one hundred and twenty (120) hours by the beginning of the next school year. In addition, when schools are closed for a holiday or summer, SROs may be assigned patrol shifts, or will be scheduled to take compensatory time off, at the discretion of the Chief or their designee.

When working patrol, SRO's will fall under the patrol schedule and OT provisions.

7.3 Call Out

If an employee is called to work at a time other than their scheduled work shift, they shall be credited with a minimum of four (4) hours of overtime; provided, however, that this provision shall not apply if the employee is called to work immediately preceding their scheduled work shift or is held over for work immediately following the scheduled work shift. Officers shall only be mandated to stay for the complete incident and follow-up work necessary to the incident when they are called to work and will be allowed to go off duty when they are no longer needed for the incident. (Ex: will not be mandated to stay for extra patrol coverage when incident is over)

7.4 On Call Time (both parties agree to make technical/clarification corrections to this section)

Detectives and/or any employees assigned to standby status shall be compensated at the rate of eight (8) hours of straight-time pay for each week the Detective or any employee is assigned to standby. In the event an employee on standby is called out to work, they shall receive a minimum of three (3) hours' pay at the rate of time and one-half (1½). If the employee is called out more than once during a single three (3) hour period, only (1) Call Out shall be authorized.

7.5 Daylight Savings Time

On any weekend during which there is a change to or from Standard Time to Daylight Savings time, the Chief of Police may adjust work schedules so that those assigned to work do actually work the regular number of hours normally assigned to the shift.

The "time change hour" for Daylight Savings shall not be included in the definition of actual hours worked or be considered for pay purposes, and no employee assigned to a shift who works during the transition to or from Standard Time to Daylight Savings Time shall be paid any sum except for actual hours worked during said shift.

Section 8. Association Dues

- 8.1 A member of this unit may, at any time execute a payroll deduction authorization form or forms ("Deduction Authorization Form") as furnished by the Association.
- 8.2 The Association will be the custodian of records for such Deduction Authorization Form and will provide the City with a certification that it has and will maintain a Deduction Authorization Form, signed by each individual from whose salary or wages the deduction is to be made ("Certification"). The Association shall not be required to provide the City a copy of the member's Deduction Authorization

Form unless a dispute arises about the existence or terms of the Deduction Authorization Form. However, the Certification will contain sufficient information to allow the City to identify the appropriate level of deductions for each employee.

- 8.3 The City shall begin deductions in the amount prescribed by the Association in the first full payroll period after receipt of written Certification from the Association. The employer shall transmit such payments to the Association no later than thirty (30) days after the deduction from the member's earnings occurs.
- 8.4 Deductions may be revoked only pursuant to the terms of the Deduction Authorization Form. The City shall direct member requests to cancel or change deductions to the Association and shall rely on information provided by the Association regarding whether deductions for a member were properly canceled or changed. However, the parties agree that the City shall automatically cease deductions for any member who is no longer employed in a classification represented by the Association.
- 8.5 Other Payroll Deductions: The City shall deduct Association dues or service fees and premiums for approved insurance programs from the employee's pay in conformity with State and City regulations. The City shall promptly pay over to the designated payee all sums so deducted.
- 8.6 Hold Harmless: The BPOA shall indemnify, defend, and save harmless the City of Benicia, its officers, employees and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section.

In no event shall the City be required to pay from its own funds Association dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

Section 9. No Strike - No Lockout

- 9.1 The BPOA agrees that participation in a strike shall subject an employee to disciplinary action, up to and including discharge.
- 9.2 The BPOA, its representatives, or members, shall not engage or cause, instigate, encourage, sanction, or condone a strike of any kind. No employee shall refuse to cross any picket line in the conduct of official City business, nor shall the BPOA, its representatives, or members, discriminate in any way toward anyone who refuses to participate in a strike. Strike means the concerted failure to perform or report to duty for the purpose of inducing, influencing, or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.
- 9.3 The City shall not institute, authorize, cause, aid, ratify, or condone any action to

provoke interruption of or prevent the continuity of work normally and usually performed by employees for the purpose of coercing the employees into relinquishing rights guaranteed under the law. The City shall not, during the terms of this Memorandum, engage in any lockout of employees represented by the BPOA.

Section 10. Management Rights

The employee organization, BPOA, agrees that the City retains all its remaining rights and authority under law and expressly and exclusively retains its management rights not affected by this Agreement which include, but are not limited to: the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards and levels of service; determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce dress and grooming standards; determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons; maintain the efficiency of government operations; determine the methods, means and number and kinds of personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work operations of the City; to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases, and benefits, or otherwise discipline employees in accordance with applicable law; establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. Management rights shall be exercised in a manner consistent with applicable laws and the Rules and Regulations of the Benicia Civil Service Commission.

Throughout this MOU the phrase "Chief of Police" is referenced. The Chief of Police retains the right to delegate their authority for a particular section to another designee, based on operational needs.

Section 11. Vacation Leave and Annual Personal Leave

11.1 Vacation Leave - Accrual

For the purpose of this section a work day equals eight (8) hours. The

authorized annual vacation leave shall be as follows:

- (1) From one (1) through three (3) years of continuous service - ten (10) work days. (6.7 hours per pay period)
- (2) From four (4) through nine (9) years of continuous service - fifteen (15) work days. (10 hours per pay period)
- (3) From ten (10) through nineteen (19) years of continuous service - twenty (20) work days. (13.33 hours per pay period)
- (4) For twenty (20) years or more of continuous service - twenty-five (25) work days. (16.66 hours per pay period)

Employees move from one vacation level to the next at the beginning of the pay period following the completion of years of service in the lower accrual level.

Exception: No vacation leave may be taken by an employee during their first six (6) months of employment except as approved by the Chief of Police. At the completion of six (6) full months of service, an employee is eligible to use vacation benefits as described above. This exception is not subject to the grievance procedure.

In order to recruit qualified police officer candidates, the Police Chief may approve a new lateral police officer to begin accruing at a higher vacation level commensurate with their years of lateral experience. This level will be negotiated between the Police Chief and the employee. The employee's years of experience will follow them forward for the purpose of calculating when they are eligible to move to the next vacation accrual level. This section applies to employees hired after January 1, 2005 only where a specific agreement has been made between the Police Chief and the employee at time of employment. This section will not be applied to any other employee retroactively.

Effective 6/21/26 each actively employed member shall receive an additional one-time allotment of 32 vacation hours that are able to be used at anytime subject to vacation usage rules. Alternatively, the hours can be cashed out in the July 31, 2026 paycheck and/or the October 31, 2026 paycheck. Finance or HR will notify employees at least 2 weeks prior to the deadline for employees to respond by email and it is the employee's responsibility to respond to payroll no later than July 13th and/or October 10th, if they wish to cash out any of the 32 hours.

11.2 Earning Vacation Leave

Full vacation leave as set forth in Section 11.1 shall be earned by:

- (1) An employee on sick leave with pay.
- (2) By a Safety Member while on a leave of absence covered by California Labor Code Section 4850.
- (3) An employee on jury leave.

Vacation leave as set forth in Section 11.1 shall not be earned by:

- (1) An employee on an unpaid leave of absence.

11.3 Scheduling Vacation Leave

Vacation selection will be by seniority on the watch/squad to which the employee is scheduled during the time of the vacation leave. The employees will make vacation selections after the October watch/squad selection. Only one Officer and one Sergeant from each watch/squad will be allowed to take their scheduled annual vacation at the same time, and only one patrol Sergeant may be on scheduled annual vacation at any given time. The patrol Lieutenant may authorize more than one patrol Sergeant to be off on vacation leave for short periods and individual days depending upon staffing levels.

The scheduling of vacation leave shall be determined by the Chief of Police based on the wishes of the employee and with particular regard for the needs of the City.

Employees are encouraged to take vacation leave in increments of one (1) week at a time.

11.4 Sick Leave During Vacation Leave

An employee may change vacation leave to sick leave upon submission of a doctor's certificate that the employee is ill and unable to work.

11.5 Annual Personal Leave Allowance

Employees covered by this Agreement will earn 12 hours of personal leave per fiscal year. The employee may use such leave for any purpose subject to advance approval of their absence. The Personal Leave Day must be used by June 20th of each year and cannot be carried over from one fiscal year to the next.

Maximum Vacation Accrual Employees covered by this Agreement may not exceed vacation accrual limits of 360 hours after December 2025.

Employees working a twelve (12) hour shift will have twelve (12) hours

subtracted from their leave balance for each day of vacation taken.

11.6 10-Hour Shift

Employees working a ten (10) hour shift will have ten (10) hours subtracted from their leave balance for each day of vacation taken.

11.7 School Resource Officer Shift

School Resource Officers (SRO's) have the option of working an eight (8) hour shift or ten (10) hour shifts. SRO's working an eight hour shift will have eight (8) hours subtracted from their leave balance for each day of vacation leave taken on dates normally scheduled and eight (8) hours subtracted for vacation leave taken on the week day employee is not regularly scheduled to work if the holiday falls on it.

Section 12. Leave of Absence

12.1 Definition

A leave of absence is a privilege which may be granted to an employee wishing to leave the City service without pay and in good standing for a limited period of time.

12.2 Procedure

- (1) A request for a leave of absence without pay must be made to the Chief of Police in writing by the employee stating the dates of leave of absence requested and the reason for the request.
- (2) The Chief of Police may grant an employee a leave of absence without pay for not more than ten (10) working days when it is in the best interest of the City. The City Manager must approve a leave of absence without pay exceeding ten (10) working days.
- (3) An employee shall be entitled to payment for any earned vacation and accumulated overtime at the beginning of an approved leave of absence.

12.3 Unauthorized Leave of Absence

The failure of an employee to return to duty upon the termination of an authorized leave of absence is an unauthorized leave of absence.

An unauthorized leave of absence is grounds for disciplinary action, including dismissal, unless upon the employee's return, the employee furnishes reasons

satisfactory to the Chief of Police and the City Manager for not having obtained an authorized leave of absence. The unauthorized leave of absence shall be treated as time not worked. The City shall deduct from the employee's pay, an amount equal to time absent from City service.

12.4 Jury Leave

When an employee is summoned for jury duty, the employee shall be granted a leave for jury duty, upon presentation of the summons to the Chief of Police.

An employee shall receive full pay while on leave for jury duty; provided, however, the employee must remit compensation received for jury duty, except compensation for mileage. An employee who elects to retain compensation received for jury duty shall not receive salary while on jury duty.

When an employee is released from jury duty, the employee shall report for duty on his next regularly scheduled day unless called to duty to fill a short shift or under emergency conditions.

An employee when required by a court subpoena to appear in their capacity as police officers for the City of Benicia on a regularly scheduled day(s) off and only if the employee received (14) days or less notice of cancellation of the Court subpoena to receive an additional 2 hours of overtime pay for only those days during the 14 day or less notice of cancellation that were regularly scheduled days off.

If an employee receives multiple subpoenas for the same day, they are only entitled to a maximum of 2 hours of if court is canceled for all subpoenas for that day. If you have multiple subpoenas for a day and you appear in court for at least one of the subpoenas, you are not entitled to this provision of the MOU. You are entitled to the OT provision.

12.5 Bereavement Leave

Any employee shall obtain the approval of the Chief of Police in advance of an absence due to a death in the employee's family. Failure to obtain the Chief of Police's approval shall result in ineligibility for benefits under this section.

All Employees are permitted 5 days of Unpaid Bereavement Leave upon the death any family member listed in Section 12945.2 of the Government Code. In case of death in the immediate family (as defined below) an employee shall be granted three (3) days of paid bereavement leave per occurrence within California.

In cases involving out-of-state funerals or distances of more than 200 miles, an additional three (3) days of paid bereavement leave shall be granted.

The Paid Bereavement leave runs concurrent with the 5 Day Unpaid Bereavement Leave. However, the leave days need not be consecutive. Additional time off for this purpose must be vacation, C.T.O., or unpaid leave. Bereavement leave must be approved by the Department Head.

For purposes of this section, "immediate family" means mother, step-mother, father, stepfather, husband, wife, domestic partner as defined by the State of California, son, step-son, daughter, step-daughter, brother, sister, foster parent, foster child, brother-in-law, sister-in-law, mother-in-law, father-in-law and grandparents, and any individual to whom an employee is serving in Loco Parentis.

- (1) The Chief of Police may allow an employee leave of absence up to one day to attend the funeral of a person other than a member of the employee's immediate family, chargeable to sick leave, compensatory time or vacation leave. Additional time may be charged to compensatory time or vacation leave.

12.6 Military Leave

Military Leave shall be granted in accordance with the provisions of state and federal law. An employee taking military leave shall give the Chief of Police a copy of the employee's orders to report to military duty.

12.7 Maternity/Paternity Leave

Employees shall be entitled to maternity and paternity leave in accordance with State and Federal laws.

Section 13. Sick Leave

13.1 Eligibility and Accrual

- (1) Employees shall accrue sick leave beginning the first day of the month following the employee's completion of one month of service. For the purpose of this section one (1) day equals eight (8) hours. Employees shall earn sick leave at the rate of one (1) day for each calendar month of service. Full sick leave is earned by each full-time employee while on paid leave of absence, including sick leave and jury leave. Safety members shall accrue full sick leave while on paid disability accident leave. Sick leave shall not be earned by employees on unpaid leave of

absence.

- (2) In order to recruit qualified police officer candidates, the Police Chief may approve a new lateral officer to begin their employment with the City of Benicia with up to ninety-six (96) hours of sick leave available for use during their first year of employment. The employee will accrue the standard eight (8) hours per month but would be able to use additional leave that they have not yet accrued, up to the maximum of 96 hours. Should the employee be terminated or leave the City prior to completion of one year of employment, any sick leave used and not accrued will be reimbursed to the City, as the City does not pay out the cash value of sick leave upon separation. This section applies only to employees hired after August 1, 2007, and only where a specific agreement has been made between the Police Chief and the employee at time of employment. This section will not be applied to any other employee retroactively.

13.2 Usage of Sick Leave

- (1) Permissible Usage of Sick Leave. Sick Leave is provided to continue the salary of an eligible employee who is absent from work because of an illness.
 - (a) Employee Illness / Medical Appointment: With the prior approval of the Chief of Police an employee may use accumulated sick leave for medical or dental appointments. Sick leave granted in accordance with the provisions in this sub section shall be so documented on the employee's time sheet and in the employee's personnel records.
 - (b) Family Member Illness / Medical Appointment: Family Care (Labor Code Section 233). Employees may use one half of their annual accrual worth of sick leave to care for an ill family member. Under this section, family member includes Child, Parent, Spouse, and Domestic Partner. Mothers-in-law, fathers-in-law, and grandparents are not considered "parents" for purposes of this law. The illness does not have to be serious in nature and includes doctors' appointments. These days may not be carried over from year to year. Conditions and restrictions contained in this Memorandum of Understanding for an employee's use of sick leave also apply to sick leave used under this section.

Any employee on authorized leave under Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), or other Federal or State law shall be governed by the provisions of said regulations.

- (2) Non-permissible Usage of Sick Leave. Unless otherwise permitted by law, no employee shall be entitled to use sick leave with pay while

absent from duty under any of the following conditions:

- (a) Disability arising from sickness or injury purposely self-inflicted or caused by employee's willful misconduct;
- (b) Disability arising from sickness or injury sustained while on unpaid leave of absence;
- (c) Disability arising from sickness or injury related to compensated employment other than with the City;
- (d) Disability arising from sickness or injury while receiving compensation from the City for an industrial accident pursuant to Section 13.1.
- (e) For absence caused by intoxication or excessive use of alcoholic beverages.

13.3 Accumulation

Accumulation of sick leave by all employees shall be unlimited.

13.4 Notification

To receive sick leave, an employee must notify the department at least one (1) hour prior to the commencement of the employee's scheduled shift. The Police Chief, at their discretion, may waive the one (1) hour requirement based on circumstances.

13.5 Sick Leave Conversion

The City agrees to convert up to 25% of accrued sick leave upon retirement (service or disability) to cash, payable to the retiring employee, provided they have at least twelve (12) year's service. In no case shall such payment exceed one months' salary for the incumbent position in effect at the time of retirement.

The City agrees to convert up to 50% of accrued sick leave upon retirement (service or disability) to cash, payable to the retiring employee, provided they have at least twenty (20) years' service. In no case shall such payment exceed two months' salary for the incumbent position in effect at the time of retirement.

For purposes of this section salary includes Salary Schedule Amount + Education Pay.

Employee cannot convert sick leave under this section and convert the same sick leave to service credit under Gov. Code 20985 under Section 23.5 of this MOU.

13.6 Return to Employment Following Sick Leave

When an employee returns to duty following an absence chargeable to sick leave, the Chief of Police or the City's personnel officer may require an affidavit stating the duration of the illness/injury, if known, and any return to work restrictions.

When an employee returns to duty following an absence of three (3) days or longer, the Chief of Police or personnel officer may require a signed statement from a doctor or dentist that the employee was incapacitated and unable to perform the employee's duties throughout the entire period of sick leave, and any return to work restrictions.

The failure of the employee to file the personal affidavit or the statement from the doctor or dentist shall result in the employee's ineligibility for sick leave benefits, unless a waiver is granted by the City Manager.

In the case of frequent use of sick leave, the Chief of Police or the personnel officer may request that the employee file a doctor's statement for each such illness regardless of duration. An employee may be required to take an examination by a doctor mutually agreed to by the City and the employee. If requested by the City, the employee shall authorize consultation with the employee's doctor concerning the illness.

On the basis of such medical advice, the City Manager shall determine whether an employee is incapacitated for the duties of the employee's position and may take the action the City Manager considers appropriate.

Employees working a twelve (12) hour shift will have twelve (12) hours subtracted from their leave balance for each day of sick leave taken.

Employees working a ten (10) hour shift will have ten (10) hours subtracted from their leave balance for each day of sick leave taken.

School Resource Officers (SRO's) working an eight (8) hour shift will have eight (8) hours subtracted from their leave balance for each day of sick leave taken on dates normally scheduled for 8 hours of work.

13.7 Supplemental Leave

The City will propose a supplemental leave program for adoption and will satisfy meet and confer requirements, if any with its employee organizations within 180 days adoption of this MOU by the City Council.

Section 14. Holidays

14.1 Authorized Holidays

Employees shall be entitled to the following paid holidays:

Christmas Day, New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and the Friday following Thanksgiving Day. For the purpose of this section, the holiday shall be considered the day on which it is celebrated.

14.2 Work Performed on Holidays/Holiday Pay

The City and the BPOA agree that public safety employees are scheduled to work on the aforementioned holidays as a matter of health and safety of the community. In lieu of the aforementioned holidays, the City agrees to pay Police Officers represented by the BPOA one and one-twelfth (1- 1/12) days' straight-time pay per month. For illustrative/explanation purposes, one and one-twelfth is equivalent to 5%.

For purposes of this section, salary includes Salary Schedule Amount +(if applicable) Education Pay, longevity pay + K-9 pay + Corporal pay.

14.3 Pilot Program. Employees may be scheduled to work on the aforementioned holidays in 14.1 as part of their regular work schedule, without extra compensation. However, employees who work any hours on July 3rd, Independence Day (July 4th), Thanksgiving Day (Nov 26th, 2026), and Christmas Day (December 25th) shall receive an additional 0.5 of their regular base hourly rate for every hour of work during that holiday. This premium is paid in addition to regular pay, overtime, holiday-in-lieu pay, and any other compensation to which the employee is entitled. This 0.5 is extra compensation, not extra hours worked. Without mutual agreement, this program will end on June 20, 2027.

Section 15. Salary Plan

15.1 Salaries

It is the intent of the City to remain competitive in the labor market and provide equitable salaries for its employees.

Effective upon ratification by City Council, each step of the salary range for each classification in this unit shall be increased by three and one-half percent (3.5%)

Effective June 21, 2025, each step of the salary range for each classification in this unit shall be increased by three and one-half percent (3.5%)

Salary surveys for market adjustments are calculated at the mean and based on total compensation:

Survey Cities are cities of: Brentwood, Davis, Concord, San Ramon, El Cerrito, Fairfield, Folsom, Napa, Pleasant Hill, Pinole, Richmond, San Pablo, Vacaville, and Vallejo.

15.2 Salaries - New Employees

A new employee shall be appointed to the first step of the salary range to which the employee is assigned, provided, however, that a new employee may be appointed at a salary in excess of the first step when it is difficult for the City to locate qualified personnel, or when the education and previous training or experience of a new employee is substantially superior to the minimum qualifications for the classification, or (in exceptional cases) at the discretion of the City Manager.

15.3 Anniversary Date

The employee's anniversary date is the first day of the month if employment occurs during the first fifteen (15) days of the month; otherwise, the anniversary date is the first day of the next month.

The anniversary date of an employee on leave without pay for one (1) month or longer, shall be extended by the period of the leave.

15.4 Advancement Within Salary Range/Step Increases

Advancement within the salary range for a classification shall not be automatic. All increases shall be based on merit as established by a record of the employee's performance and shall require the written recommendation of the

Chief of Police and approval by the City Manager.

An employee who does not receive an in-grade salary advancement shall be notified in writing by the Chief of Police as to the reason for denial. The City Manager may adjust the salary rate of an employee to any step in the employee's existing salary range to correct gross inequities in salary or to reward outstanding achievement and performance.

15.5 Salary after Promotion or Demotion

When an employee is promoted, the employee's compensation shall be set at Step A or one step higher than the employee's current salary whichever is higher, provided however, the employee's salary shall increase by at least 5%. The employee's new anniversary date shall be the date of the promotion and will follow the procedure listed in section 15.4 above.

When an employee is demoted to a class with a lower maximum salary, the employee shall be assigned to the applicable salary step in the new class, provided however, that there shall be at least a 5% decrease in salary assuming that the employee's service has been continuous in the new class. The employee shall retain the employee's previous anniversary date.

15.6 Salary after Transfer

When an employee is transferred from one position to another position in the same class or to another class with the same pay range, the employee shall retain the same step and the same anniversary date.

15.7 Acting Pay (both parties agree to revisit this section regarding 5 consecutive days)

(1) Acting "Supervisor" Employees may be assigned to perform the duties of a higher classification on an "acting" basis when in the judgment of the Chief of Police a need exists for work to be performed in such classifications.

Employees assigned in accordance with the foregoing to perform the duties of a higher classification on an acting basis for a period exceeding five (5) consecutive work days shall receive "acting pay" commencing with the sixth (6th) consecutive work day and continuing with each consecutive day of work in the higher classification thereafter. As an exception to the foregoing, employees assigned as provided above to perform the duties of a higher classification on an acting basis and who have worked a total of fifteen (15) days accumulated during the current fiscal year in the higher classification shall receive "acting pay" commencing with the sixteenth (16th) day of work in the higher classification during the fiscal year.

An employee qualifying for "acting pay" shall receive an additional five percent (5%) over their current salary range while working in the higher classification. In no event shall an employee receive "acting pay" at a rate which is in excess of the maximum rate of the classification to which he is assigned on an acting basis.

(2) Acting Pay – One Shift: Whenever a bargaining unit employee is required to serve as an acting supervisor for a minimum of one (1) shift, the employee shall be compensated for each shift in that capacity by an increase of \$10.00 per shift.

(3) Field Training Officer (FTO) Pay: In order to accurately compensate individuals who are performing the Field Training Officer (FTO) function the following process has been agreed to by the Benicia Police Officers' Association and the City of Benicia.

While an individual (Officer or Corporal) is performing Field Training duty they will record on their time sheet those hours spent in active recruit training. The hours listed for Field Training duty shall be paid at 5% of base salary.

Assignment, length of service, and removal as an FTO will be made in accordance with procedures established by the Chief of Police.

All such acting assignments shall be offered on the basis of qualifications for such assignment according to the judgment of the Chief of Police or designee and shall be consistent with Civil Service Personnel Rules and Regulations.

Parties agree to comply with California Code of Regulations (CCR) 571(a)(3) which defines whether Acting Pay is reportable to CalPERS as special compensation for classic members. It is not reportable for PEPRAs members.

15.8 Shift Differential Pay:

- (1) Sworn personnel assigned to work the night shift, defined as 6pm – 6am, shall receive an additional two percent (2%) of their base rate of pay (salary schedule amount + education pay) for all hours worked between 6pm and 6am.
- (2) Effective July 1, 2018, sworn personnel assigned to the 3pm- 3am shift, shall receive an additional two percent (2%) of their base rate of pay (salary schedule amount + education pay) for all hours worked between 6pm and 3am. For purposes of this section, the term 'assigned' means a regular ongoing shift assignment, either as a result of seniority draw provisions or a directed assignment for management reasons.

- (3) If the City temporarily moves a night shift employee to another shift for business reasons (i.e. court, training day, etc.), the employee will continue to receive their shift differential. If the employee is off from work for more than one week, for their own benefit (sick leave, vacation leave, Comp Time Off, etc.), the employee will not receive shift differential for those days off. For the purpose of this section one week shall be defined as five consecutive workdays.

Shift Differential Pay examples: 1) An officer is working an overtime shift to cover patrol 1800-0600 hours. The officer receives shift differential for 1800-0600. If the on duty supervisor determines additional coverage is no longer needed between the hours of 0200 and 0600 hours and the officer is sent home - the officer will only receive the shift differential for the hours actually 2) worked. Investigation employees assigned to do surveillance for an extended operation: detectives are working 2200 hours to 1000 hours. Detectives receive shift differential from 2200 to 0600 hours. 3) An officer is assigned to work a special event from 1600 to 0000 hours. The officer receives shift differential from 1800 to 0000. 4) A dayshift officer is mandated to hold over and finish a report from 1800-2000 hours. The dayshift officer does not receive shift differential, because it is an extension of their already assigned shift.

15.9 Pay Day

The pay day for each employee shall be the last day of the month or as authorized by the City Council.

Upon implementation of the new Enterprise Resource Program (ERP) payroll system, pay calculations shall change from monthly to hourly for hours worked for FLSA non-exempt employees.

15.10 Final Separation Pay

An employee who separates employment is entitled to final pay for:

- (1) That portion of the final pay period from the first day of the final pay period to the effective date of separation. The day of separation is either the working day specified for the separation or the last day of the pay period if no date is specified;
- (2) Accrued vacation actually earned but not taken.
- (3) Accrued overtime.

- (4) Compensatory Time Off accrued but not taken In the case of an employee's death, the City shall pay the employee's beneficiary the sums set forth in items 1 through 2 above provided, however, that the employee must have designated a beneficiary on a form specified by the City Manager. If the form specified by the City Manager has not been completed and returned to the Finance Director, terminal pay shall be paid to the estate of the employee.

Final pay upon separation from City employment shall be paid to an employee only upon submission by the employee of all city-owned property in the employee's possession including, but not limited to, keys, badges and credit cards.

Employees agree to allow the City to deduct from their final paycheck upon termination any outstanding balances owed to the City related to employees' employment in accordance with a repayment agreement between the parties.

15.11 Corporal

Four (4) Patrol personnel who qualify for and are designated as Corporals shall receive additional compensation of five percent (5%) over their regular rate of pay. Assignment, length of service, and removal as Corporal will be made in accordance to procedures as established by the Chief of Police. It is understood and agreed that qualifying for Corporal does not guarantee assignment as Corporal and that employees shall be designated as Corporal and removed as Corporal at the sole discretion of the Chief of Police.

Corporals are eligible to receive FTO pay, when eligible, as specified within Section 15.7(3) of this MOU.

15.12 Canine Officer/Handler

- (1) Routine Care / Compensation:

The parties agree that the estimated amount of off-duty compensable time attributed to all aspects of canine care, including but not limited to: bathing, brushing, exercising, grooming, cleaning of the dog's kennel or transport vehicle, administering drugs or medicine for illness and/or transporting the dog to and from an animal hospital or veterinarian, and training the dog at home is 20 minutes per day.

All these activities apply to workdays as well as days off duty including during vacation periods.

Employees will be compensated for 20 minutes per day, 7 days per week, at their

salary schedule of pay (i.e. police officer step 1 to 5) while they are assigned the duties of canine officer. This pay will continue to be reported to PERS as Special Compensation.

The 20 minutes per day (2.33 hours per week) will be paid as overtime, at 1.5 times officer step rate of pay.

(2) Extraordinary Care / Compensation:

All extraordinary work, beyond what is listed in Routine Care, involving the canine handler shall be compensated. This work includes, but is not limited to, unanticipated trips to the emergency vet, special training not normally conducted on a daily or scheduled basis, or work which causes a substantial increase in work time beyond what is listed in Routine Care, 15.12(1). Any extraordinary care, including overtime, must be approved in advance, except for initial trip to the emergency vet.

(3) Miscellaneous

- (a) The City will continue to pay for the cost of food and boarding (e.g. when canine officer/handler is on vacation) directly to the vendor.
- (b) The work schedule canine officers work will be based on department needs.
- (c) The Police Chief shall have the sole authority to determine if and when a canine will be retired from duty.

15.13 Police Officer Motor Officer and Police Officer Specialized Assignments

- (1) The Parties agree to the creation of two (2) Motor Officer assignment stipends for Police Officers. While serving in the Motor Officer assignment the two (2) Police Officers shall receive a stipend of \$250.00 per month.
- (2) The Parties agree to the creation of two (2) Unhoused Outreach assignments. This assignment shall be staffed by a Police Officer and the Police Officer while serving in the Unhoused Outreach assignment shall receive a stipend of \$125.00 per month. In the event the Police Chief determines that the department will revert to only one (1) Unhoused Outreach Liaison, the stipend will revert to the prior amount of \$250 per month for one officer.
- (3) The investigative division is staffed by 4 Police Officer's and 1 Police Sergeant. While serving in one of the 4 Officer positions or 1 Sergeant Position, employees shall receive a stipend of \$250.00 per month.
- (4) The School Resource Officer (SRO) positions are staffed by 2 Police Officers. While serving in the SRO assignment, officers shall receive a stipend of \$500.00

per month.

The motor officer and unhoused outreach -assignments and the associated stipends were created through the elimination of the fifth (5) corporal assignment and stipend with the City.

Employees regularly assigned to the specialized positions are eligible for the stipend. Employees temporarily assigned for extra coverage or case-load are not eligible for the stipend.

15.14 CalPERS Determination

The parties acknowledge that CALPERS is the only entity by statute that determines the persability of any and all pay, incentives or allowances.

Section 16. Deferred Compensation

The City agrees that employees represented by the BPOA may participate, at their own expense, in the City's deferred compensation plan on an ongoing basis.

Effective the first full pay period following ratification, the City will contribute a one-time total of \$2,100 provided the employee submits an enrollment form (or if currently enrolled, receipt of change form) by the payroll deadline, into the deferred comp 457 account, for each member employed as of the ratification date of this MOU.

Section 17. Uniform Allowance

The City provides a monthly uniform allowance of \$ 150.00 per month to employees towards the costs of purchasing, maintaining and cleaning their uniforms.

Section 18. Educational Incentive

Police Officers and Police Sergeants hired by the City who qualify to receive Educational Incentive Pay shall be compensated in accordance with the following formula:

Position and Education	Incentive Pay
------------------------	---------------

Police Officer -- Attainment of a Certificate of Completion in a Police Science Major from an accredited college or university (30 units):	\$70/mo.
Police Officer -- Attainment of an Intermediate POST Certificate or Associate of Arts Degree in an approved major from an accredited institution.	\$305/mo.
Police Officer -- Attainment of an Advanced POST Certificate or bachelor's degree in an approved major from an accredited institution.	\$440/mo.
Police Sergeant -- Attainment of a Certificate of Completion in a Police Science Major from an accredited college or university (30 units):	\$70/mo.
Police Sergeant -- Attainment of an Intermediate POST Certificate or Associate of Arts Degree in an approved major from an accredited institution.	\$370/mo.
Police Sergeant -- Attainment of an Advanced POST Certificate or bachelor's degree in an approved major from an accredited institution.	\$525/mo.

These Education Incentives do not stack.

It is understood that an approved major shall be designated by the Chief of Police and City Manager.

Section 19. Longevity Pay

(Note: This section revised Educational Incentive Section 18 to update language to remain compliant with CalPERS regarding compensable compensation)

Effective the first pay period after ratification and approval of Council, employees employed in regular full-time positions shall receive seventy-five dollars (\$75.00) per month in longevity pay upon completion of five years of full-time service; one hundred twenty-five dollars (\$125.00) per month in longevity pay upon completion of ten (10) years of full-time service. Upon the completion of fifteen (15) years of full-time service employees shall receive three hundred dollars (\$300.00) per month in longevity pay. The longevity pays do not stack.

Thus, the maximum amount a member could receive under this section is three hundred dollars (\$300.00) per month.

Total years of service in sworn public safety service, as approved by the Chief of

Police, will be considered and included in the serviced calculation for longevity pay.

Employees move from one longevity level to the next the beginning of the pay period following the completion of years of service in the lower accrual level.

Section 20. Seniority Rights

Seniority is herein defined to be an employee's length of continuous service with the City of Benicia in the current classification plus higher classifications within the Police Department. An individual employee's seniority shall be effective from the date of first employment in a position within the representation unit. The Department will consider seniority in vacation scheduling and shift assignment. For the purposes of vacation scheduling and/or shift assignment for employees holding a promoted position, the effective date of the employee's promotion shall be controlling. In the event of layoff, if an employee has "bumping rights" to a previously held lower classification within the Police Department, then seniority as defined herein, rather than overall City seniority, becomes the determining factor for layoff in that lower classification. Where all else is equal, seniority in rank will be used in breaking a tie. If there is a tie in seniority in rank then the individual's score on the promotion eligible list will be used to break the tie.

Section 21. Court Appearance

- 21.1 If any court appearance scheduled for the officer's timeoff is canceled with less than six (6) hours' notice provided to the subpoenaed officer, then the officer shall be compensated for a minimum of three (3) hour's overtime at the overtime rate that applies to the officer's classification.

As stated on the Court Subpoena, it is the officer's responsibility to check the recorded message at the District Attorney's office the night before the scheduled court appearance to determine the final status of the case.

Overtime shall not be paid if the employee did not comply with the call-in instructions on the court subpoena.

- 21.2 Officers subpoenaed to appear in court on a regularly scheduled work day shall be compensated in the following manner:

When the court appearance is scheduled for a time prior to the officer's regularly scheduled work hours and the officer appears in court, the officer shall be compensated at an overtime rate of one and one-half (1 & 1/2) times the officer's regular rate of pay for a minimum of four hours or until the start of the regularly scheduled work shift whichever is shorter.

When the court appearance is scheduled for a time that the officer is regularly scheduled to work and extends beyond those regularly scheduled hours, the officer shall be compensated at a rate of one and one-half (1&1/2) times the officer's regular rate of pay for the period of time the officer is in court beyond the normally scheduled work hours.

When the court appearance is scheduled for a time after the officer's regularly scheduled work hours, the officer shall be compensated for a minimum of four hours at a rate of pay one and one-half (1&1/2) times their regular rate of pay.

Officers with multiple subpoenas for the same day for appearance times prior to their regularly scheduled work hours may only be compensated at the overtime rate of one and one-half (1&1/2) times their regular rate of pay for the actual time spent in court until the beginning time of their regularly scheduled work shift or for a minimum of four (4) hours, whichever is shorter.

Officers with multiple subpoenas for the same day for appearance times after their regularly scheduled work hours may only be compensated at the overtime rate of one and one-half (1&1/2) times their regular rate of pay for the actual time spent in court or a minimum of four (4) hours, whichever is longer.

An officer with multiple subpoenas for appearances in the morning as well as the afternoon may only claim one four (4) hour minimum for the morning court appearance and one four (4) hour minimum for the afternoon appearance. An officer is precluded from collecting more than eight (8) hours of guaranteed minimums (four (4) in the morning and four (4) in the afternoon).

Section 22. Insurance

22.1 Health and Welfare

(1) The City shall continue to offer hospital-medical, dental and vision plans as those plans are currently structured or as the plans may be amended from time to time by the plan providers through the end of this contract. The City may substitute plans currently offered with plans of substantially similar benefits. The City shall contribute the full premium required by the providers of the dental and vision care plans provided herein through the end of this contract.

Effective with the June 30, 2026 paycheck, the City's monthly contribution toward medical premiums shall be as follows:

Employee: \$1,119.31

Employee plus One: \$2,238.63

Employee plus Family: \$2,977.37

For fiscal year 2025/2026, the City's monthly contribution toward medical premiums was the same for each Kaiser medical plan. The City's contribution was calculated at 85% of the premium for the \$20.00 co-pay plan, and the employee was responsible for 15% of the premium.

Employees who are legally permitted to opt out due to having an alternate plan that meets the requirements of Affordable Health Care Act (ACA) will be permitted to opt out of the City of Benicia plan and instead receive \$682.00 per month.

Pursuant to State law, whenever any peace officer is killed in the performance of their duty or dies as a result of an accident or injury caused by external violence or physical force incurred in the performance of their duty, the City shall continue providing health benefits to the deceased employee's spouse under the same terms and conditions provided prior to the death of the employee consistent with the requirements of state law. Spouse and dependents are eligible pursuant to state law (Labor Code 4856).

22.2 Life Insurance

The City shall pay the entire cost of providing each insurable regular, full-time employee with \$30,000 group term life insurance with said policy to include accidental death and dismemberment coverage. The employee, at their option, may purchase through payroll deduction, supplemental life insurance as provided by the group insurance carrier or BPOA.

Section 23. Retirement

23.1 Retirement System (PERS) Retirement Formulas

The City shall continue its contract with the Public Employees' Retirement System (PERS).

23.2 3% @ 50 Formula

3% @ 50 Formula for Employees hired on or Before May 31, 2011

Only Employees employed on or before May 31, 2011 shall receive the retirement benefit option of 3% @ 50 in accordance with Government Code § 21362.3 and shall have their retirement benefit calculated based on their single highest year in accordance with Government Code § 20042.

- (1) Based upon actuarial information provided by PERS, in their valuation report dated January 21, 2000, the cost associated with providing the 3% @ 50 retirement benefit for the BPOA has been calculated at 4.774% of salary. The BPOA agrees that the 3% @ 50 retirement benefit option is to be provided with the understanding that, should the City's cost of providing this benefit increase during the term of this agreement, the City has the right to reopen negotiations on payment of this 4.774% cost.
- (2) The City has agreed not to re-open this section for the period of this contract.

23.3 3% @ 55 Formula

3% @ 55 Formula for Employees hired on or after June 1, 2011 and on or before December 31, 2012 OR Classic member as defined by CalPERS Only.

The parties agreed to amend the City's contract with Public Employees Retirement System (PERS) to implement the retirement benefit formula of 3% @ 55 and average three-year compensation formula in accordance with Government Code § 21362.3 for new hires hired on or after June 1, 2011 and on or before December 31, 2012 OR are classic members with CalPERS service with no more than six months break in service with a CalPERS agency as defined by CalPERS. The employees in this tier shall pay the entire employee share (9%) of retirement cost.

23.4 Member Contributions

Employee's required 9% PERS contribution towards employee share for all employees in the 3% @ 50 and 3% @ 55 formulas

Each employee covered by this MOU who are covered by the 3% @ 50 and 3% @ 55 CalPERS formulas shall pay all of the employee's 9% PERS contribution, and employees are able to defer State and Federal income taxes on these contributions, in accordance with the City's IRC 414(h)(2) resolution.

23.5 Credit for Unused Sick Leave

Employees may convert unused sick leave to service credit in accordance with Government Code § 20965.

23.6 Military Service Credit

Employees may purchase up to four years of service credit for any action military or merchant marine service prior to employment in accordance with Government Code § 21024.

23.7 CalPERS Fourth Tier 59 Survivor Benefit

The City implemented the Fourth Tier of the 59 Survivor Benefit with PERS on November 6, 1998. The City and the BPOA agree that there is currently no employer premium for this increased benefit level. The BPOA agrees that once the City is notified that there will be an employer's premium due for this benefit, the BPOA shall commence negotiating with the City to determine the method which will be utilized to pay the premium.

23.8 Pre-Retirement Optional Settlement 2 Death Benefits

The City amended its contract with PERS to include the Pre-Retirement Optional Settlement 2 Death Benefits in accordance with Government Code § 21548. Based upon actuarial information provided by PERS, in their valuation report dated January 21, 2000, the cost associated with providing the Pre-Retirement Optional Settlement 2 Death Benefit for the BPOA has been calculated at .0027% of salary. The City has current excess plan assets to cover the cost of this contract amendment. However, the BPOA agrees that the Pre-Retirement Optional Settlement 2 Death Benefit option is to be provided with the understanding that, should the City's cost of providing this benefit increase during the term of this agreement, the City has the right to reopen negotiations on payment of this .0027% cost.

23.9 PEPRAs Employees

PEPRA Employees hired on or After January 1, 2013 and who are not Classic Members as defined by CalPERS

Employees hired on or after January 1, 2013, who have no classic member reciprocity as defined by CalPERS shall be subject to the AB340 PERS pension formula of 2.7% @ 57. Employees shall pay 50% of the normal cost rate for the 2.7% @ 57 formula as determined by CalPERS.

23.10 Cost Share of Employer Rate

All Employees in this bargaining unit Pick-up a portion of the Employer's Share of Retirement regardless of CalPERS formula

Effective November 1, 2011, all bargaining unit employees began contributing an

additional 5.336% of pensionable compensation towards the employer's share of retirement via a Government Code Section 20516 pre-tax payroll contribution. PER CalPERS resolution, effective November 1, 2020, the 5.336% of pensionable compensation towards the employer's share of retirement reduced to 1.394%.

Parties agree to amend the GC 20516 CalPERS amendment to include PEPRA employees to ensure employer contribution remains a pretax contribution.

Section 24. Grievances

24.1 Definition

- (1) A grievance is any dispute which involves the interpretation or application of any provisions of this Memorandum of Understanding or disciplinary actions. A disciplinary appeal is an appeal by an employee of a discharge, demotion, reduction in pay or suspension without pay.
- (2) A work day is defined as a day on which administrative offices of the City of Benicia are open for business.
- (3) Filing Deadline: No appeal involving discharge, demotion, reduction in pay or suspension without pay will be entertained unless it is filed in writing with the Chief of Police or the City Manager, as appropriate, within ten (10) working days of the date or receipt of written notification of such disciplinary action.
- (4) Conflicts of Law: Where any provisions of the Memorandum of Understanding or the City of Benicia Personnel Rules conflict with the provisions of the "Public Safety Officers Procedural Bill of Rights Act" (Government Code Sections 3300 et seq.), the provisions of the Public Safety Officers Procedural Bill of Rights Act will prevail.
- (5) Disciplinary Appeal: Since the Civil Service Commission was eliminated in 2017, all appeals for discharge, demotion, and reduction in pay or suspension shall follow the Grievance Procedure of this MOU.

24.2 Procedure

Grievances shall be processed in the following manner based upon a forty (40) hour work week:

- (1) The grievance shall be presented either by the employee or by an authorized Union representative to the designated supervisor of the employee within ten (10)

working days after the occurrence of the cause of such grievance.

The designated supervisor shall have ten (10) working days from the date of receipt of the grievance in which to investigate and orally respond. If the grievance is not satisfactorily resolved within this period, the grievance may be presented in writing either by the employee or by an authorized Union representative within ten (10) working days to the Chief of Police or their designee.

(2) The Chief of Police or their designee shall have ten (10) working days from date of receipt of grievance in which to respond. If the grievance is not satisfactorily resolved within this period, the grievance may be presented in writing either by the employee or by an authorized Union representative within ten (10) working days to the City Manager or their designee.

(3) If the parties are unable, within ten (10) working days, to reach a mutually satisfactory resolution on any grievance which arises and is presented during the term of this Memorandum of Understanding, a request for hearing such grievance before an Adjustment Board shall be submitted in writing to the Personnel Officer. The Adjustment Board shall be comprised of two (2) Union representatives, no more than one (1) of who shall be either an employee of the City or an elected or appointed official of the Union; and two (2) representatives of the City, no more than one (1) or whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process. No decision of the Adjustment Board shall be final and binding without receiving the affirmative votes of at least three (3) members of the Board

(4) If an Adjustment Board is unable to arrive at a majority decision, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and a court reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation including, but not limited to, preparation and post hearing briefs, if any. By mutual agreement, the parties may refer the dispute to mediation with the State Mediation and Conciliation Services prior to submitting a grievance to arbitration.

(5) Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto.

24.3 Scope of Procedure

No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in Section 23.1 (1).

24.4 Change to Memorandum

Proposals to add to or change this Memorandum of Understanding or written agreement or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

24.5 Compensation Complaints

All complaints involving or concerning the payment of compensation shall follow the procedure set forth beginning with section 23.2. Only complaints which allege that employees are not being compensated in accordance with the provisions of the Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion.

24.6 Personnel Rules

- (1) The provisions of this Section shall not abridge any rights to which an employee may be entitled under the Personnel Rules.
- (2) All grievances of employees represented by the Union shall be processed under this section. If the Personnel Rules require that a differing option be available to the Employee, no action under paragraph (3) or (4) of Section 23.2 above shall be taken unless it is determined that the employee is not availing themselves of such option.
- (3) No action under paragraph (2) or (3) of Section 23.2 above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

Section 25. Officer Safety

The City agrees to provide all safety equipment as enumerated in Government Code Section 50081. The City further agrees to replace bullet-proof vests on or before the expiration of the manufacturer's warranty.

Except in emergencies officers shall have a minimum of eight (8) hours off between shifts. If the officer has court or other special duties which does not allow more than eight (8) hours non-work time before the next assigned shift, the officer will be granted leave provided by the City - for officer safety reasons, until the officer has had eight (8) hours off. The officer may then come into a shift in progress. Another option could be to adjust the officer's shift to meet the needs of the department and the officer.

A few examples might be but are not limited to the following:

- (1) An officer is off at 6:00 am and is scheduled to return to work at 6:00 pm that evening but must be in court between the hours of 2:00 - 5:00 pm. That officer would report as normally scheduled because they actually had nine (9) hours of non-work time that day.
- (2) An officer is off at 6:00 am and is scheduled to return to work at 6:00 pm that evening but be in court from 10:00 am - 2:00 pm. That officer had four (4) hours non-work time in the morning and four (4) in the afternoon. Due to the fact they may not have had a sufficient amount of rest during their period of eight (8) non-work hours, if the officer wants to come in late, the supervisor could grant officer safety leave to provide sufficient amount of rest between schedule work.
- (3) An officer is off at 6:00 am and is scheduled to return to work at 6:00 pm must be in court between 9:00 am - 5:00 pm. The officer would not return to work as there had not been eight (8) hours of non-work time that day. The officer would be granted officer safety leave for minimum rest requirements.
- (4) An officer is off at 6:00 am and is scheduled to return to work at 6:00 pm must be in court between 9:00 am - 5:00 pm. The officer would not return to work as there had not been eight (8) hours of non-work time that day. The officer would be granted officer safety leave for minimum rest requirements.

Section 26. Sick Leave Bank

Purpose

The City established a "Sick Leave Bank" policy in lieu of providing State Disability Insurance for accidents or illnesses, which are not job related. The Sick Leave Bank will be for the use of those employees faced with a long-term sickness or disability, and whose personal sick leave, vacation, and compensation time have been exhausted during the course of that illness or accident. This will allow all employees, but

especially newer ones with little sick leave accumulation, to enjoy additional income protection and increased peace of mind in the event of serious illness. The City's sick leave program for all employees in this unit shall be consistent with City Policy Number 5.

Section 27. Vantage Care Retirement Health Savings:

Employees covered by the MOU may contribute funds to their Vantage Care accounts in accordance with program rules.

(Note: prior to the elimination of the City's contribution towards vantage care in August 2011, the City contributed 2%).

Section 28. Closing Clause

- 28.1 The effective date of this agreement shall be (date of Council adoption) and the agreement shall remain in effect through June 20, 2027.
- 28.2 This agreement shall remain in force after its expiration where negotiations between the employer and the BPOA have not resulted in a new agreement, until such time as a new agreement is reached by both parties.
- 28.3 Any provisions in this agreement pertaining to work hours, shifts, or personnel assignments may be suspended temporarily by the City where a declared emergency exists as defined by the Civil Disaster Emergency Plan. The City shall have sole power to determine the existence of an emergency and shall meet with the BPOA at the earliest possible time to discuss the suspension of provisions during the declared emergency.
- 28.4 If any section of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other sections of this agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any Section, the City and the BPOA agree to meet within thirty (30) days for the purpose of renegotiating said Section.
- 28.5 If any other represented employment group (BSPA, BPSEA, BDA, or BFA) or existing unrepresented classification receives a new pensionable increase from May 21, 2026 to April 1, 2027 the BPOA shall receive a pensionable increase of equal value. This excludes step increases or promotions. If the City contribution for medical premiums is increased for any of these groups for the plan year 2026-2027 to an amount higher than that received by the BPOA, BPOA shall also receive the higher contribution (i.e. if anyone is moved above and beyond the City table outlined in section 25.1)

This Memorandum of Understanding shall be submitted to the City Council for its adoption at its regular meeting.

In WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of ____, 2026.

SignaturesFor the POAFor the CityMartin Stovold, POA PresidentMark Wilson, BWS

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BENICIA
AND
BENICIA DISPATCHERS ASSOCIATION
June 21, 2026
TO
JUNE 20, 2027

Adopted by City Council on via Reso 26-XX

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Dispatchers Memorandum of Understanding

June 21, 2026– June 30, 2027

Approved via Council Resolution 26-XX

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Section 1. Preamble

This Agreement is entered into by the City of Benicia, hereinafter referred to as the "City" and the Benicia Dispatchers Association hereinafter referred to as the "Association" for the purpose of promoting harmonious relations between the City and the Association, to establish an orderly and peaceful procedure to settle differences which might arise, and to set for the basic, complete and full agreement between the parties concerning salaries and all other conditions of employment, to preclude any further negotiations during its term unless otherwise stated herein.

Section 2. Recognition

The Association is hereby recognized by the City as the exclusive representative and sole bargaining agent for the bargaining unit composed of Public Safety Dispatcher I/II (referred to as Public Safety Dispatcher throughout the remainder of this document), Public Safety Dispatch Supervisor, Community Service Officer I/II (referred to as CSO throughout the remainder of this document), and Records Clerk, established by the City on or about March 1, 2005 and for said bargaining unit, under conditions of State law.

Section 3. Non-Discrimination

The City shall not discriminate against any employee covered by this agreement because of membership or non-membership in the Association or authorized activity as required in this agreement on behalf of the members of the Association. The Association shall not discriminate against any employee covered by this agreement because of membership or non-membership in the Association. Neither party shall discriminate against any employee because of race, skin color, creed, sex, age (over 40), national origin, religion, ancestry, veteran status, physical or mental disability, medical condition, genetic information, marital status, sexual orientation, sex, gender, gender identity, gender expression, political affiliation, or other protected activity or status, or on any other basis prohibited by applicable federal and State law against any employee or applicant for employment.

Section 4. Employee Rights

Employees shall have the right to fair and equal treatment in all aspects of employment conditions. Neither management nor its representatives shall exercise their rights and authority in relationship to conditions of employment in a capricious, arbitrary, or unreasonable manner. Any punitive personnel action taken which will result in any loss of pay or benefits shall be taken in a manner consistent with Civil Service Rules and Regulations and Laws of the State. An employee's salary shall not be directly deposited in the bank by the City without the employee's consent.

Section 5. Association Business

- 5.1 The City agrees to provide space on bulletin boards to the Association for the announcement of meetings, election of officers of the Association and any other material related to the Association business. Furthermore, the Association shall not post material detrimental to the labor-management relationship nor of a political or controversial nature.
- 5.2 No Association member or representative shall solicit members, engage in organizational work, or participate in other Association activities during working hours on the City's premises except as provided for in the processing of grievances, or during periods of negotiations to update the membership on the progress of said negotiations.
- 5.3 Association members or representatives may be permitted to use suitable facilities on the City's premises to conduct Association business during non-work hours upon obtaining permission from the City's Personnel Officer or their designated representative. Any additional costs involved in such use must be paid by the Association.
- 5.4 Association representatives shall be permitted to investigate and discuss grievances during working hours on the City's premises if notification is given to the Personnel Officer or their designated representative. If the Association representative is an employee of the City, they shall request from their immediate supervisor, reasonable time off from their regular duties to process such grievances. The City will provide a reasonable number of employees with time off, if required, to attend negotiating meetings.
- 5.5 Upon official and reasonable notification by the Association, employees may be released from work without pay for the purpose of participating in authorized Association activities. Such release time without pay shall not exceed an aggregate of forty (40) hours per calendar year for all members of the unit. Under extraordinary circumstances the City Manager may grant an exception to the forty (40) hour aggregate limit. Employees released under this section shall have no reduction in accrual of vacation, sick leave, holiday time or other benefits provided in the Memorandum of Understanding.

The City shall provide written notification to the Association's designee, by email not less than (10) calendar days in advance of all new employee orientations except that a shorter notice may be provided in specific instances where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.

New employee orientation is defined as the onboarding process, whether in person, online or through other means, which the City provides information regarding employment status, rights, benefits, duties and responsibilities, or any other employment related matters.

The Association shall be provided up to thirty (30) minutes to meet with the new bargaining unit member during the new employee orientation, without the City present. The purpose of the meeting is for the Association to discuss the roles and activities of the exclusive representatives related to terms and conditions of employment.

Within thirty (30) days of hire or by the first pay period of the month following the new employee's start date, the City shall provide the Association designated representative with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer and home addresses. The City shall provide the Association this information for the bargaining group at least every 120 days, except as specified in AB119.

Section 6. Association Dues

6.1 Dues Deductions

- 1) A member of this unit may, at any time execute a payroll deduction authorization form or forms ("Deduction Authorization Form") as furnished by the Association. The Association will be the custodian of records for such Deduction Authorization Form and will provide the City with a certification that it has and will maintain a Deduction Authorization Form, signed by each individual from whose salary or wages the deduction is to be made ("Certification"). The Association shall not be required to provide the City a copy of the member's Deduction Authorization Form unless a dispute arises about the existence or terms of the Deduction Authorization Form. However, the Certification will contain sufficient information to allow the City to identify the appropriate level of deductions for each employee.
- 2) The City shall begin deductions in the amount prescribed by the Association in the first full payroll period after receipt of written dues deduction form from the Association. The employer shall transmit such payments to the Association no later than thirty (30) days after the deduction from the member's earnings occurs.

- 3) Deductions may be revoked only pursuant to the terms of the Deduction Authorization Form. The City shall direct member requests to cancel or change deductions to the Association and shall rely on information provided by the Association regarding whether deductions for a member were properly canceled or changed. However, the parties agree that the City shall automatically cease deductions for any member who is no longer employed in a classification represented by the Association.

6.2 Other Payroll Deductions

The City shall deduct Association dues or service fees and premiums for approved insurance programs from employee's pay in conformity with State and City regulations. The City shall promptly pay to the designated payee all sums so deducted.

6.3 Hold Harmless

The Association shall indemnify, defend, and hold harmless the City, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the City be required to pay from its own funds Association dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

Section 7. No Strike – No Lockout

- 7.1 The Association agrees that participation in a strike shall subject an employee to disciplinary action, up to and including discharge.
- 7.2 The Association, its representatives, or members, shall not engage, cause, instigate, encourage, sanction, or condone a strike of any kind. No employee shall refuse to cross any picket line in the conduct of official City business, nor shall the Association, its representatives, or members, discriminate in any way toward anyone who refuses to participate in a strike. Strike, as used in this section, is defined as the concerted failure to perform or report to duty, for the purpose of inducing, influencing, or coercing a change in the conditions of compensation, or the rights, privileges, or obligations of employment.
- 7.3 The City shall not institute, authorize, cause, aid, ratify, or condone any action to provoke interruption of or prevent the continuity of work normally and usually performed by employees for the purpose of coercing

the employees into relinquishing rights guaranteed under the law. The City shall not, during the terms of this Memorandum, engage in any lockout of employees represented by the Association.

Section 8. Management Rights

The Association agrees that the City retains all its remaining rights and authority under law and expressly and exclusively retains its management rights not affected by this Agreement which include, but are not limited to: The exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards and levels of service; determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce dress and grooming standards; determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons; maintain the efficiency of government operations; determine the methods, means and number and kinds of personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City-issued apparel, equipment or technology to be used; determine and/or change the facilities, methods, technology, means organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work operations of the City; assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law; establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work.

Management rights shall be exercised in a manner consistent with applicable laws and the Personnel Rules.

Section 9. Overtime Work, Recall

9.1 Overtime Work

All work performed in excess of an employee's normal work day or in excess of an employee's normal workweek shall be considered overtime

work. For the purpose of this Section, an employee's "normal work day" shall be defined as the hours they are normally scheduled in a 24-hour period. An employee's "normal work week" shall be defined as 40 hours in a 7 day period. The parties agree that assignments of overtime work shall rest solely with the department head or designated representative, taking seniority into consideration whenever possible. The parties agree that the assignment of overtime work is on an involuntary basis and any employee refusing assignment of such work is subject to disciplinary action deemed appropriate by the department head.

9.2 Compensation for Overtime Work

Any authorized time worked in excess of the employee's regular work week shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time hourly rate of pay.

The Chief of Police may post overtime which will be compensated in time off (CTO) at the one and one-half (1 ½) time rate. Employees who wish to work overtime for CTO may do so by volunteering for such offered hours.

No employee shall be required to work overtime for CTO. If an employee is required to work overtime, such overtime shall be paid monetarily, or CTO, at the employee's discretion.

No employee may exceed one hundred twenty (120) hours of accrued CTO at any time. Any hours of overtime worked which exceed the one hundred twenty (120) hours of accrued time shall be paid monetarily.

The department head, in their sole discretion may permit an employee to accrue compensatory time off in excess of one hundred twenty (120) hours maximum.

Employees may request to cash out any accrued CTO. Requests to cash out CTO must be submitted to the Chief of Police by May 30th of each year. Such requests will be acted upon prior to conclusion of the June pay period [6/20] of each calendar year. The Chief of Police may approve or deny such requests based on the availability of funds.

The first full pay period following Council ratification, all currently employed unit members shall receive an additional thirty-six (36) hours of Compensatory Time Off. Such additional CTO will be deposited in current CTO banks and available to same cash out rules currently in effect.

9.3 Call Out

If an employee is called to work at a time other than their scheduled work shift, they shall be credited with a minimum of four (4) hours at one and one-half times their straight-time hourly rate; provided, however, that this provision shall not apply if the employee is called to work immediately preceding their scheduled work shift or is held over for work immediately following the scheduled work shift.

9.4 Daylight Savings Time

On any weekend during which there is a change to or from Standard Time to Daylight Savings time, the Chief of Police may adjust work schedules so that those assigned to work do actually work the regular number of hours normally assigned to the shift.

The "time change hour" for Daylight Savings shall not be included in the definition of actual hours worked or be considered for pay purposes, and no employee assigned to a shift who works during the transition to or from Standard Time to Daylight Savings Time shall be paid any sum except for actual hours worked during said shift.

9.5 Overtime for Dispatchers

Dispatchers who work a schedule consisting of six 12-hour shifts and one 8-hour shift every two weeks do so under agreements that designate their workweeks such that their normal schedule consists of no more than 40 hours in a seven-day work period.

Employees will continue to receive straight time pay during the week of their schedule change or rotation for all hours worked, unless they work hours outside of their assigned schedules (MOU overtime) or work in excess of their designated work period (FLSA overtime).

When an employee takes a day of annual leave, sick leave, administrative leave or other leave benefit, the employee must use the number of hours which correspond to the employee's work schedule.

Section 10. Vacation Leave and Annual Personal Leave

10.1 Vacation Leave

The authorized annual vacation leave accrual rates shall be broken down as follows:

One (1) through three (3) years of continuous service: -6.7 hours per timecard period. (approx. 80 hours per year)

Four (4) through nine (9) years of continuous service - 10 hours per timecard period (approx. 120 hours per year).

Ten (10) through nineteen (19) years of continuous service -13.3 hours per timecard period (approx. 160 hours per year).

Twenty (20) years or more of continuous service -16.6 hours per timecard period (approx. 200 hours per year).

Employees move from one vacation to the next at the beginning of the pay period following the service milestone listed above. For example, an employee who completes 3 years of service on January 15th, will have their vacation level increased on January 21st the (first day of the pay period following reaching 3 years of service)

10.2 Earning Vacation Leave

Full vacation leave as set forth in Section 10.1 shall be earned by:

- 1) An employee on sick leave with pay.
- 2) An employee while on a paid leave of absence covered by California Workers' Compensation law (Paid Industrial Leave).
- 3) An employee on jury leave.

Vacation leave as set forth in Section 10.1 shall not be earned by an employee on an unpaid leave of absence.

10.3 Scheduling Vacation Leave

The scheduling of vacation leave shall be determined by the department head based on the wishes of the employee and with particular regard for the needs of the City. Employees are encouraged to take vacation leave in increments of one (1) week at a time.

The association agrees that any recognized City holiday is a black out period. If a member of Dispatch wishes to request leave, whether by annual bid or a singular shift, on a recognized City holiday, the shift shall be posted as voluntary overtime for an eligible employee. Leave requests on a recognized City holiday shall not become forced overtime shifts unless the overtime was generated due to vacancy or special event staffing.

10.4 Sick Leave During Vacation Leave

An employee may change vacation leave to sick leave upon submission of a doctor's certificate that the employee is ill and unable to work.

10.5 Annual Personal Leave Allowance

Employees covered by this Agreement will earn one (1) day of personal leave per year. For this section, a "day" is defined as 8 hours. The employee may use such leave for any purpose subject to advance approval of his absence. The personal Leave Day must be used by June 20th of each year and cannot be carried over from one fiscal year to the next.

10.6 Vacation Accrual Limits

Employees covered by this Agreement may not exceed vacation accrual limits of 360 hours. Once an employee has reached the 360 hour limit, accruals will cease until employee is below the 360 hour limit.

10.7 Vacation Accrual Upon Hire

In order to recruit qualified lateral dispatch candidates, the Police Chief may approve a newly hired lateral dispatcher to begin accruing at a higher vacation level commensurate with their years of comparable public safety dispatching experience. These years of experience will carry forward and will be considered for eligibility for advancement in vacation accrual levels in Benicia.

The enhanced accrual level will be negotiated between the Police Chief and employee, based upon the total number of years experience the employee has working as a Public Safety Dispatcher. The accrual rate at hire shall be at the one to three year level; at the point the employee successfully completes probation, the accrual rate shall be adjusted to reflect the enhanced accrual level, up to the twenty year level, retroactive to the date of hire. In accordance with Benicia Police Department's Core Values, unless extenuating circumstances arise, vacation leave use is

strongly discouraged until the employee has successfully completed the training program.

Public Safety Dispatching experience shall only be recognized for the purposes of establishing a vacation accrual and will not be used to calculate any other benefits (such as seniority.)

Section 11. Leave of Absence

11.1 Definition

A leave of absence is a privilege which may be granted to an employee wishing to leave the City service without pay and in good standing for a limited period of time.

11.2 Procedure

A request for a leave of absence without pay must be made to the department head in writing by the employee stating the dates of leave of absence requested and the reason for the request.

A department head may grant an employee a leave of absence without pay for not more than ten (10) working days when it is in the best interest of the City. The City Manager must approve a leave of absence without pay exceeding ten (10) working days.

An employee shall be entitled to payment for any earned vacation and accumulated overtime at the beginning of an approved leave of absence.

11.3 Unauthorized Leave of Absence

The failure of an employee to return to duty upon the termination of an authorized leave of absence is an unauthorized leave of absence. An unauthorized leave of absence is grounds for disciplinary action, including dismissal, unless upon the employee's return, the employee furnishes reasons satisfactory to the department head and the City Manager for not having obtained an authorized leave of absence. The unauthorized leave of absence shall be treated as time not worked. The City shall deduct from the employee's pay, an amount equal to time absent from City service.

11.4 Jury Leave

When an employee is summoned for jury duty, the employee shall be granted a leave for jury duty, upon presentation of the summons to the employee's department head.

An employee shall receive full pay while on leave for jury duty; provided, however, the employee must remit compensation received for jury duty, except compensation for mileage. An employee who elects to retain compensation received for jury duty shall not also receive salary while on jury duty.

An employee's hours will be changed to day shift to coincide with jury duty. When an employee is released from jury duty, they will report to work to complete the remainder of the day shift, if any time remains in the shift. When an employee is released from jury duty and no time remains in the day shift, they shall report to their regularly scheduled shift the following day, provided it is to begin ten (10) or more hours after being released from jury duty. The only exception would be under an emergency condition.

The City will not permit an employee who is summoned for jury duty on a day off to alter their work schedule so that their jury duty summons falls within a work day.

11.5 Bereavement Leave

Any employee shall obtain the approval of the employee's department head in advance of an absence due to a death in the employee's family.

All Employees are permitted five (5) days of Unpaid Bereavement Leave upon death of any family member listed in Section 12945.2 of the Government Code. In case of death in the immediate family (as defined below), an employee shall be granted three (3) days of paid bereavement leave per occurrence within California.

The Paid Bereavement Leave runs concurrent with the 5-day Unpaid Bereavement Leave. However, the leave days need not be consecutive. Additional time off for this purpose must be vacation, CTO, or unpaid leave.

A department head may allow an employee leave of absence up to one (1) day to attend the funeral of a person other than a family member of, chargeable to sick leave, compensatory time, or vacation leave. Additional time may be charged to compensatory time or vacation leave.

For the purpose of this section, family member shall be defined as follows: spouse, child, parent, sibling, parent-in-law, grandparent, grandchild or domestic partner.

11.6 Military Leave

Military leave shall be granted in accordance with the provisions of state and federal law. An employee taking military leave shall give the employee's department head a copy of the employee's orders to report to military duty. The department will provide the Human Resources a copy of said orders.

11.7 Parental Leave

New parents shall be entitled to a parental leave of absence without pay in accordance with State and Federal laws, for the birth of a child, or placement of a child for adoption or foster care, and to bond with the newborn or newly placed child. An employee may opt to use accumulated vacation, sick or CTO leaves as defined in Section 12.2 for this purpose.

Section 12. Sick Leave

Nothing in this section shall contradict the rights set forth in any current iteration of California Labor Code 233 or other federal or state law regarding usage of sick leave applicable to city public employees.

12.1 Eligibility and Accrual

Employees shall accrue sick leave beginning the first day of the month following the employee's completion of one month of service. Employees shall earn sick leave at the rate of 8 hours per month for each calendar month of service. Full sick leave is earned by each full-time employee while on paid leave of absence, including sick leave and jury leave. Sick leave shall not be earned by employees on unpaid leave of absence. Employees shall continue to earn sick leave while on Paid Industrial Accident (PIA) leave.

The Police Chief may allow Public Safety Dispatchers hired after January 1, 2008 who meet the eligibility threshold for higher vacation accrual as set forth in Section 10.7 to use sick leave in advance of accrual during the first year of employment, up to the maximum first year accrual level of ninety-six (96) hours. Should the employee be terminated or leave the City prior to the completion of one year of employment, any sick

leave used beyond that which would have been accrued based on months of service will taken out of accrued vacation, compensatory time off, or final wages. The accrual rate for sick leave remains at eight (8) hours per month.

12.2 Usage of Sick Leave

1) Permissible Usage of Sick Leave for Employee

With the prior approval of an employee's department head, an employee may use accumulated sick leave for medical or dental appointments.

2) Family Member Illness / Medical Appointment

Family Care (Labor Code Section 233). Employees may use one half of their annual accrual of sick leave to care for an ill family member. The illness does not have to be serious in nature and includes doctors appointments. These days may not be carried over from year to year. Conditions and restrictions contained in this Memorandum of Understanding for an employee's use of sick leave also apply to sick leave used under this section.

Under this section, family member means: child (including biological, adopted or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis). This definition of a child is applicable regardless of age or dependency status; parent (including a biological, adopted or foster parent, stepparent, legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child); , spouse, registered domestic partner, grandparent, grandchild or a sibling; a designated person, which, for purposes of this section, means a person identified by the employee at the time the employee requests paid sick days. Employees are limited to designating one person per 12-month period for paid sick days.

Any employee on authorized leave under Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), or other federal or state law shall be governed by the provisions of said regulations.

3) Non-permissible Use of Sick Leave

No employee shall be entitled to use sick leave with pay while absent from duty under any of the following conditions:

Disability arising from sickness or injury purposely self-inflicted or caused by employee's willful misconduct;

Disability arising from sickness or injury sustained while on unpaid leave of absence;

Disability arising from sickness or injury related to compensated employment other than with the City;

Disability arising from sickness or injury while receiving compensation from the City for an industrial accident pursuant to Section 13.

For absence caused by intoxication or excessive use of alcoholic beverages.

12.3 Accumulation

Accumulation of sick leave by all employees shall be unlimited.

12.4 Notification

To receive sick leave, an employee must notify the department at least two (2) hours prior to the commencement of the employee's scheduled shift.

12.5 Sick Leave Conversion

The City agrees to convert 25% of accrued sick leave upon retirement (service or disability) to cash, payable to the retiring employee, provided they have at least twelve (12) years service. In no case shall such payment exceed one months' salary for the incumbent position in effect at the time of retirement.

12.6 Return to Employment Following Sick Leave

When an employee returns to duty following an absence chargeable to sick leave, the employee's department head or the City's personnel officer may require an affidavit showing the nature of the cause of sickness or injury, if permissible by law.

When an employee returns to duty following an absence of three (3) consecutive days or longer, the department head or personnel officer may require a signed statement from a doctor or dentist that the employee

was incapacitated and unable to perform the employee's duties throughout the entire period of sick leave.

The failure of the employee to file the personnel affidavit or the statement from the doctor or dentist shall result in the employee's ineligibility for utilizing sick leave benefits, unless a waiver is granted by the City Manager.

In the case of frequent use of sick leave, the employee's department head or the personnel officer may request that the employee file a doctor's statement for each such illness regardless of duration. An employee may be required to take an examination by a doctor mutually agreed to by the City and the employee. If requested by the City, the employee shall authorize consultation with the employee's doctor concerning the illness.

On the basis of such medical advice, the City Manager shall determine whether an employee is incapacitated for the duties of the employee's position and may take the action the City Manager considers appropriate.

12.7 State Disability Benefits

Effective April 1, 2024 all employees in this bargaining group will be enrolled in the California State Disability Insurance program ("SDI"). The cost of participation in the SDI program is determined by the state and will be deducted from employees' paycheck on a monthly basis in accordance with state law and regulations.

Effective the date of employee enrollment in the SDI program, employees were no longer eligible or entitled to participate in the City's supplemental sick leave benefits program ("SSLP") as set forth in City Policy #5 [Supplemental Sick Leave Benefits].

Section 13. Paid Industrial Accident Leave

13.1 Eligibility

Employees shall be eligible for paid industrial accident leave ("PIA") provided, however, that the employee's claim for State Workers' Compensation must be accepted and further provided that the injured employee shall immediately report the accident to the employee's supervisor or if the supervisor cannot be contacted, the employee must notify their manager or the Human Resources Department.

13.2 PIA Benefits

The City agrees that each employee shall be granted Paid Industrial Accident Leave ("PIA") if the claim is accepted by the State Workers' Compensation, with the City paying full, **basic** salary during such leave. "PIA" shall begin on the first day of said industrial accident and shall extend for a maximum of one calendar year. When an employee is on "PIA," the employee is charged neither vacation nor sick leave but during this time, the employee does accrue vacation and sick leave. The employee is not eligible for a step increase while on "PIA," and the employee's anniversary date will be adjusted so that the employee will observe the normal working period between steps. Additionally, PIA leave is not reportable compensation to CalPERS.

Section 14. Holidays

14.1 Authorized Holidays

Employee's shall be entitled to the following paid holidays:

1. New Year's Eve
2. New Year's Day
3. Martin Luther King, Jr. Birthday
4. Washington's Birthday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Friday following Thanksgiving Day
11. Christmas Eve
12. Christmas Day

If a legal holiday falls on a Saturday, the City shall observe that holiday on the Friday preceding the holiday. If a legal holiday falls on a Sunday, the City shall observe that holiday on the Monday following the holiday. For employees on seven (7) day per week assignments, the holiday shall be celebrated on the day on which it falls.

14.2 Work Performed on Holidays

The City and the Association agree that Dispatchers scheduled to work on the aforementioned holidays as a matter of health and safety of the Community. In lieu of the aforementioned holidays, the City agrees to pay Dispatchers one and one-twelfth (1-1/12) days straight-time pay per month in lieu of having the holiday off. Employees required to work on a

holiday they were not scheduled for according to the shift they bid or regularly work, will be compensated at one and one-half (1 ½) times their hourly rate of pay for each hour worked. Additionally, those employees shall receive time off equivalent to the number of hours worked on the non-scheduled holiday. This time will be scheduled by the department head based on the wishes of the employee and the needs of the City.

Employees who actually work on an aforementioned holiday shall receive an additional ½ time pay or compensatory time off (CTO). This section applies to employees previously scheduled to work this day, not employees who sign up for overtime. However, if an employee is working this shift due to a shift trade, the employee who actually works the hours is the employee who receives the additional time off or pay. Non-dispatch employees (Records Clerk and Community Service Officer) are not eligible for this additional time. If CSO's are required to work on a holiday or sign up to work overtime in dispatch they will have the choice to be paid straight time and use the holiday at a later date of their choosing or they may give up the holiday and take the day as overtime at the dispatch holiday rate.

For purposes of this section, salary includes salary schedule amount + (if applicable) longevity pay and acting pay.

Section 15. Salary Plan

15.1 Salaries

(1) Effective July 1, 1994, the City converted the employer-paid employee 7% P.E.R.S. contribution to salary and allowed all employees in the bargaining unit to begin paying their own P.E.R.S. contribution. In 2001, the employee P.E.R.S. contribution increased to 8% when the City implemented the 2.7% at 55 plan.

(2) Additionally, the City implemented Internal Revenue Code Section 414 (h) (2) which will allow all employees in the bargaining unit to defer paying taxes on their member contribution to P.E.R.S. until retirement or receipt of a lump sum payment (refund).

It is the intent of the City to remain competitive in the labor market and provide equitable salaries for its employees.

The **basic** salary for Public Safety Dispatcher II shall be a benchmark position and market survey data may be used as a tool when evaluating the salary for this position.

The **basic** salary for Public Safety Supervisor shall be set at an amount equal to fifteen percent (15%) above that of Public Safety Dispatcher II.

The **basic** salary for CSO II shall be set at an amount equal to five percent (5%) below that of Public Safety Dispatcher I.

The salary for CSO I shall be set at an amount equal to ten percent (10%) below that of CSO II.

Dispatchers assigned to the special assignment of Lead Dispatcher will be paid a five percent (5%) special assignment pay. See section 15.8 of this MOU for more information on Acting Assignments.

Salary surveys for market adjustments are calculated at the mean and based on total compensation:

Survey cities are cities of: Brentwood, Davis, El Cerrito, Fairfield, Folsom, Napa, Pleasant Hill, Pinole, Richmond, San Pablo, Vacaville, and Vallejo. The parties agree to meet and discuss comparable agencies and data inputs into a future salary survey by January 21, 2027.

In the event a position is above the mean after conducting a market survey, the position shall not lose pay, but instead shall remain at the current range for that market adjustment period.

15.2 Salary Increases

There is no scheduled salary increase for the term of the MOU. Salary rates remain the rates in effect as of 6/21/2025.

15.3 Salaries – New Employees

A new employee shall be appointed to the step one (1) of the salary range to which the employee is assigned. However, a new employee may be appointed to a salary step higher than step one (1) when it is difficult for the City to locate qualified personnel for a particular position. In the event this occurs, no incumbent employee in the same classification shall be paid less than the salary paid to the new employee. Exceptions to the aforementioned could be if a prospective employee has education, training or experience substantially superior to the minimum qualifications required for the position. At the discretion of the City

Manager, an employee may be hired at an advanced step without regard to salaries of existing employees.

15.4 Anniversary Date

The employee's service anniversary date is their actual hire date. For any payroll changes, such as longevity or vacation increases, the change occurs the first day of the pay period following the anniversary date. For employees hired on the first day of the payperiod, the change occurs on their anniversary date.

The anniversary date of an employee on leave without pay for one (1) month or longer, shall be extended by the period of the leave.

15.5 Advancement Within Salary Range

Advancement within the salary range for a classification shall not be automatic. All increases shall be based on merit as established by a record of the employee's performance and shall require the written recommendation of the Department Head and approval by the City Manager.

If the written recommendation of the Department Head and approval by the City Manager is delayed for any reason other than unsatisfactory performance, the effective date of the salary increase shall be the date the employee was eligible for consideration for salary advancement and their anniversary date for subsequent advancement shall be based on that effective date.

An employee who does not receive an in-grade salary advancement shall be notified in writing by the employee's department head or their designee as to the reason for denial and will be eligible for advancement every three months after their original anniversary date.

The City Manager may adjust the salary rate of an employee to any step in the employee's existing salary range to correct gross inequities in salary or to reward outstanding achievement and performance.

15.6 Salary after Promotion or Demotion

When an employee is promoted, the employee's compensation shall be set at Step one (1) or one step higher than the employee's current salary whichever is greater, provided however, the employee's salary shall increase by a minimum of five (5%). If an employee is promoted within ninety (90) days prior to their anniversary date, they may be granted an additional salary increase beyond that detailed above. However, the step

may be denied for reasonable cause, including the employee being hired, promoted, or receiving extraordinary step increases within the last twelve (12) months.

When an employee is demoted to a class with a lower maximum salary, the employee shall be assigned to the applicable salary step in the new class, provided however, that there shall be at least a 5% decrease in salary assuming that the employee's service has been continuous in the new class. The employee shall retain the employee's previous anniversary date.

15.7 Salary after Transfer

When an employee is transferred from one position to another position in the same class or to another class with the same pay range, the employee shall retain the same step and the same anniversary date.

15.8 Acting Pay

- 1) Acting Dispatch Supervisor – One Shift: Whenever a bargaining unit employee is required to serve as an acting Dispatch supervisor for a minimum of one (1) shift, the employee shall be compensated for each shift while acting in that capacity by an increase of \$10.00 per shift.

All such acting assignments shall be offered on the basis of qualifications for such assignment according to the judgment of the department head or the department head's authorized representative and shall be consistent with the Personnel Rules.

- 2) Acting Dispatch Supervisor: An employee shall be assigned to perform the duties of the Dispatch Supervisor on an "acting" basis when it is necessary to provide coverage during vacation or leave periods of the Dispatch Supervisor in excess of the number of consecutive working days that would constitute one work week. An "acting" assignment shall only be granted by the Department Head and employees shall be provided with a written notice assigning them to the higher classification on an acting basis. Employees assigned to the acting role shall receive "acting" pay only after performing in the higher classification for the period of one work week.

Employees assigned by the Department Head to perform the duties of a higher classification on an "acting" basis, shall receive "acting" pay for each full day of assignment in such higher classification at the completion of the fifth day retroactive to the first day of assignment. Acting pay shall be at least five percent (5%) more than the

employee's salary in their present classification. In no event shall acting pay exceed the top salary step of the classification in which the employee is serving in an acting capacity.

- 3). Lead Dispatcher: Two Dispatchers are eligible to be assigned to the special assignment of Lead Dispatcher. Employees assigned as Lead Dispatchers will be paid a five percent (5%) special assignment pay. Lead Dispatchers are also eligible to receive Acting Supervisor pay in accordance with Sections 1 and 2 above, if the Lead is assigned as Acting Supervisor.
- 4) Acting Records Supervisor: An employee shall be assigned to perform the duties of the Records Supervisor on an "acting" basis when it is necessary to provide coverage during vacation or leave periods of the Records Supervisor in excess of one work week. An "acting" assignment shall only be granted by the Department Head and employees shall be provided with a written notice assigning them to the higher classification on an acting basis. Employees assigned to the acting role shall receive "acting" pay only after performing in the higher classification for a period of five (5) consecutive workdays.

Employees assigned by the Department Head to perform the duties of a higher classification on an "acting" basis, shall receive "acting" pay for each full day of assignment in such higher classification at the completion of the fifth day retroactive to the first day of assignment. Acting pay shall be at least five percent (5%) more than the employee's salary in their present classification. In no event shall acting pay exceed the top salary step of the classification in which the employee is serving in an acting capacity.

Parties agreed to comply with California Code of Regulations (CCR) 571(a)(3) which defines whether Acting Pay is reportable to CalPERS as special compensation for classic members. It is not reportable for PEPRA members.

15.9 Pay Period

The pay day for each employee shall be the 21st of the month to the 20th of the following month or as authorized by the City Council.

15.10 Terminal Pay

An employee who separates service is entitled to terminal pay for:

- 1) The portion of the final pay period from the first day of the final pay period to the effective date of separation. The day of separation is either the working day specified for the separation or the last day of the pay period if no date is specified;
- 2) Accrued vacation actually earned but not taken, provided the employee has been in the continuous service of the City for at least six (6) months prior to the effective date of his termination.
- 3) Accrued overtime: In the case of an employee's death, the City shall pay the employee's beneficiary the sums set forth in items 1 through 2 above provided, however, that the employee must have designated a beneficiary on a form specified by the Human Resources Department. If the form specified by the Human Resources Department has not been completed at the time of hire or in relation to a qualifying event and returned to the Human Resources Department, terminal pay shall be paid to the estate of the employee.

15.11 CSO I/II / Records Clerk

CSO I/II's shall be provided on-the-job training in the performance of Public Safety Dispatcher duties for a period of one hundred sixty (160) hours. Such training is to be completed during the first twelve (12) months of employment. Records Clerks may be offered the on-the-job training based on department needs and abilities. Upon successful completion of this training period, the CSO I/II, and Records Clerk (if applicable) shall receive the salary step in the dispatch salary range which equated to the step they are normally paid in their regular position. For example, an employee at Step 3 of the CSO range, shall be paid Step 3 rate of pay in the dispatch range when assigned to perform dispatcher duties except for time worked temporarily relieving on-duty Public Safety Dispatchers. In no event shall an employee receive "acting pay" at a rate which is in excess of the maximum rate of the classification of Public Safety Dispatcher. The provisions of Section 15.11 shall not be used by the City to circumvent the requirement to fill vacant Public Safety Dispatcher positions in an expeditious manner.

15.12 Training Pay

Personnel who are assigned to train shall receive additional compensation of five percent (5%) of their basic salary during the period of time while actually assigned training responsibilities. Assignment,

length of service, and termination of assignment will be made in accordance to procedures as approved by the Department Head or their designee. It is understood and agreed that qualifying to be able to train does not guarantee assignment to train. Training pay will only be paid for actual hours worked in a training capacity, and not during paid time off.

15.13 Longevity Pay Program

The City agrees to the implementation of a Longevity Pay Program. This Program applies to all regular full-time employees and those employees in positions covered under the Job-Sharing/Reduction in Hours of Employment Policy #14.

Effective the first day of the pay period in effect upon Council approval of this MOU, employees shall receive longevity pay as follows:

Total Service (completion of years): Longevity Pay (non-cumulative):

5 years	1.5% of salary step
10 years	2.5%
15 years	5%
20 years	7.5%
25 years	10%

Total years of service in public safety dispatch as a lateral dispatcher in a POST qualifying public safety dispatching service, earned while in a CalPERS (or reciprocal) agency), as approved by the Chief of Police, will be recognized for the purpose of longevity pay.

15.14 Standby ("On-Call") Pay

Effective the first pay period in effect upon Council approval of this MOU, the City agrees to pay BDA Members forty dollars (\$40.00) per day when on-call.

15.15 POST Certificate Pay

Employees in possession of a POST Public Safety Dispatcher Intermediate Certificate shall receive \$25 per month. Employees in possession of a POST Public Safety Dispatcher Advanced Certificate shall receive \$50 per month (non-cumulative).

15.16 VIBE (formerly called Core Equity Team) Chair

Effective with the payperiod beginning June 21, 2024, the City of Benicia will compensate any BDA member who serves as the VIBE Chair a non-PERSable stipend of \$250.00 per month while the employee serves in this role. The assignment of VIBE Chair is at the discretion of the City Manager and may be rotated or changed by the City Manager to another employee in this, or other, bargaining units, with 30-days notice to the employee. This provision of this MOU is not subject to grievance process when City Manager rotates this assignment out of BDA as this provision is intended to rotate through various employees.

Section 16 Retirement Plan

16.1 Classic Employees - Tier 1 – 2.7% 55

- 1) Employees in this unit hired on or before September 30, 2012 and considered a Classic Member as defined by PERS: the City shall provide the 2.7% at 55 Local Miscellaneous Members Retirement Formula. The City's contract with the Public Employees' Retirement System (PERS) for the 2.7% at 55 formula provides the following additional benefits:
 - a. One year highest compensation benefit as outlined in Government Code.
 - b. The City implemented the Third Tier of the 59 Survivor Benefit with CalPERS upon amendment of the PERS contract.
 - c. Credit for unused Sick Leave as provided for in Government Code.
- 2) Contributions:
Employees in the 2.7% at 55 plan shall pay 8% of pensionable compensation towards the member rate of PERS via a pre-tax payroll contribution. Such contributions shall be treated as pre-tax as long as allowable by the IRS.

16.2 Classic Employees – Tier 2 – 2% at 60

- 1) Employees in this unit hired on or after October 1, 2012 and considered a Classic Member as defined by PERS: the City shall provide the 2% at 60 Local Miscellaneous Members Retirement Formula. The City's contract with the Public Employees' Retirement System (PERS) for the 2% at 60 formula provides the following

additional benefits:

- a. Three-year highest compensation average benefit as outlined in Government Code.
- b. The City implemented the Third Tier of the 59 Survivor Benefit with CalPERS upon amendment of the PERS contract.
- c. Credit for unused Sick Leave as provided for in Government Code.

2) Contributions:

Employees in the 2% at 60 plan shall pay 7% of pensionable compensation towards the member rate of PERS via a pre-tax payroll contribution. Such contributions shall be treated as pre-tax as long as allowable by the IRS.

16.3 PEPRAs Employees – 2% at 62

- 1) Pursuant to changes mandated by PEPRAs, all non-sworn miscellaneous employees who are not considered classic members as defined by CalPERS are under the CalPERS 2.0% at 62 pension formula. The City shall comply with all PEPRAs laws for new hires after January 1, 2013 or non-classic members as defined by CalPERS.

2) Contributions:

Employees in the 2% at 62 plan shall pay their full member rate of pensionable compensation towards the member rate of PERS via a pre-tax payroll contribution. Such contributions shall be treated as pre-tax as long as allowable by the IRS. The member rate is set by CalPERS and may change from time to time.

16.4 CalPERS Reportability

- 1) The parties acknowledge that CalPERS is the only entity by statute that determines the PERSability of any and all pay, incentives or allowances.

Section 17. Deferred Compensation

The City agrees that employees represented by the Association may participate, at their own expense, in the City's deferred compensation plan.

Section 18. Uniform Allowance

The City agrees to provide and cover the cost of a Class A uniform on a one-time basis for BDA members. Employees are required to obtain a Class A Uniform upon completion of probation. In most cases, the department will purchase the Class A Uniform for the employee from an authorized uniform company. Alternatively, the employee can purchase the Class A Uniform on their own and submit their receipts for reimbursement upon completion of probation. The components of a Class A Uniform include: navy wool long sleeve shirt, Benicia patches on both shoulders, dispatch rockers on both shoulders, clip on tie, garrison belt, tie bar, and wool pants. As of 2025 the approximate cost of these items is between \$350 and \$450, however the actual cost of these items will be reimbursed provided an employee purchases from an authorized uniform vendor.

Allowance. The City further agrees to provide a monthly uniform allowance of \$80.00 to the employees in classifications of CSO assigned as evidence tech, and the CSO assigned to patrol to cover the costs of purchasing, maintaining and cleaning their uniforms. Such uniform allowance shall not be reduced as a result of job-share or reduced schedule arrangements under City Policy #14.

The City agrees to provide a monthly uniform allowance of forty dollars (\$40.00) to classifications not receiving the \$80.00 level, to cover the costs of purchasing, maintaining and cleaning their uniforms. Such uniform allowance shall not be reduced as a result of job-share or reduced schedule arrangements under City Policy #14.

Uniform allowance is paid, and reported to CalPERS for Classic members, monthly. Uniform allowance paid to PEPRA members is not reportable to CalPERS, pursuant to state regulations.

Section 19. Education Reimbursement

The Education Reimbursement Program is designed to encourage employees to continue their self-development and career development by enrolling in courses which will prepare them in new concepts and methods needed to meet the changing demand of City service. Effective 7/1/00, the City agrees to pay the cost of books and tuition up to a maximum of \$1,000 per employee per fiscal year for courses of study completed during that fiscal year and related to the member's current employment or to obtain a two or four year degree in Administration of Justice, Criminal Justice Administration or Criminology. Courses submitted for reimbursement which do not fall in the major must be certified by the college as requisite for attaining a two or four year degree. All courses must have been approved in advance by the

employee's Department head. Employees will be reimbursed for expenses upon completion of the course(s) by submitting proof of a passing grade.

Section 20. Shift Schedules, Bidding, and Differentials

20.1 Shift Determination

When fully staffed, there are nine (9) shifts to select from. The shifts are identified as follows: D1A, D2A, D3B, D4B, D5A, D6A, D7B, D8B, D9A/B. The relief shift (D9A/B) is subject to adjustment of work hours and/or days in order to cover leave and trainings. The relief shift will be the first shift to be eliminated should staffing levels fall below nine (9) dispatchers, followed by D1A or D2A then D3B or D4B. Determination of which shift will become vacant will be based on seniority.

20.2 Shift Bidding

Dispatchers will shift bid once a year during the month of September for two full shift rotations (6 months each). Shifts will be awarded on a seniority basis when possible, taking into consideration the efficient operation of each shift and the operational needs of the department.

A shift may be secured for three 6-month rotations.

After the third full rotation, the dispatcher may bid to stay on the same shift for an unlimited number of rotations unless another dispatcher bids for that shift. They will then be bumped to their next choice if available based on the seniority and/or an available shift if bumped from all choices.

Dispatchers in training, on probation, or in their first year of employment may be assigned to their shift by the Dispatch Supervisor.

Lead Dispatchers must work opposite sides of the week. If necessary, the Supervisor will move one of the Leads to the opposite side of the week taking into consideration factors such as seniority and how long a shift has been secured. If Leads cannot come to a voluntary agreement on who will move, the Lead with less seniority will be moved to the opposite side of the week.

20.3 Shift Differential

All qualified employees who work in a Public Safety Dispatcher position and who work a swing or relief shift (defined as 1500 hours to 2300 hours) will receive a five percent (5%) shift differential in addition to their regular rate of pay; those who work a graveyard shift (defined as 2300 hours to 0700 hours) will receive a seven percent (7%) shift differential in addition to their regular rate of pay.

20.4 Solo Shift

The City will make every effort to avoid the scheduling of dispatchers to work solo. Effective the first pay period in effect upon Council approval of the MOU, the City agrees to pay dispatchers working solo at the rate of an additional \$15.00 per hour for every hour of solo.

Section 21. Alternate Work Schedule

The City implemented a 9/80 or 4/10 work schedule for CSO, Records Clerk, and Public Safety Dispatch Supervisor. Dispatchers are eligible to participate in the 4/10 work schedule. The Department Head has the authority to modify or discontinue this work schedule at any time with thirty (30) days notice to the Association and provided there is opportunity to meet and confer on the impact of the change. With the approval of the Department Head, there may be variations in employees' work hours keeping in mind the City's need to provide maximum service to the citizens while granting employees a work schedule that best fits their needs as well. The following parameters apply to employees participating in the 9/80 or 4/10 work schedule:

- 1) The exact schedule (i.e., every other Monday off, Friday off, hours of work, etc.) must first be approved by the Department Head.
- 2) This schedule will not preclude the City from implementing a different schedule (such as 5/8's) for training purposes, particularly for new employees. It is the City's intent to have the employee move into the flex schedule as soon as feasible.
- 3) CSOs and Records Clerks working a 9/80 or 4/10 work schedule will not have to dock an hour of annual leave or administrative leave when they are off on a holiday. The holiday will be equivalent to a nine (9) hour day for employees working a 9/80 work schedule and ten (10) hour day for employees working a 4/10 work schedule. If the holiday falls on a regularly scheduled day off, then the employee will receive eight (8) hours of administrative leave which will need to be taken before June 20 of each year.

- 4) When an employee takes a day of annual leave, sick leave, administrative leave or other leave benefit, the employee must use the number of hours which correspond to the employee's 9/80 or 4/10 work schedule.
- 5) Temporary changes in an employee's 9/80 work schedule must be approved by the employee's Department Head (i.e., employee hardship).
- 6) The Department Head may determine that not all employees in the bargaining unit can participate in the 9/80 or 4/10 work schedule in order to maintain the efficiency of government operations.

Section 22. Meal Period

Dispatchers are provided a paid lunch period; Records Clerk, Community Service Officers, are provided an unpaid lunch period.

Section 23. Seniority Rights

Seniority is herein defined to be an employee's length of continuous service with the City of Benicia in the representative unit covered by this Memorandum of Understanding. An individual employee's seniority shall be effective from the date of first employment in a position within the representation unit. The Department will consider seniority in vacation scheduling and shift assignment. For the purposes of vacation scheduling and/or shift assignment for employees holding a promoted position, the effective date of the employee's promotion shall be controlling.

23.1 Seniority Rights for employees in a Job Share or Reduced Hour position

Any employee who has signed a Job-Sharing Request agreement, or a Voluntary Reduced Work Hours Program agreement, pursuant to the City's Job-Sharing / Reduction in Hours Employment Policy #14, may only exercise the right to resume full-time status in the event of a full-time, budgeted and funded, vacancy within their position.

Section 24. Court Appearance

- 24.1 Effective upon Council approval of the MOU, an employee, when required by a court subpoena to appear in their capacity as employees for the City of Benicia on a regularly scheduled day(s) off, shall receive an additional two (2) hours of overtime pay, if the employee receives fourteen (14) days or less notice of cancellation of the court subpoena. The additional 2 hours of overtime pay will only apply to those days during the fourteen

(14) day or less cancellation notice period that were regularly scheduled days off.

If an employee receives multiple subpoenas for the same day, they are only entitled to a maximum of two (2) hours overtime if court is cancelled for all subpoenas that day. If an employee has multiple subpoenas for the same day and they appear in court for at least one of the subpoenas, they are not entitled to this provision of the MOU. Rather, they are entitled to the overtime provision.

24.2 Employees subpoenaed to appear in court on a regularly scheduled workday shall be compensated in the following manner:

When the court appearance is scheduled for a time prior to the employee's regularly scheduled work hours and the employee appears in court, the employee shall be compensated at an overtime rate of one and one-half ($1 \frac{1}{2}$) times the employee's regular rate of pay for the period of time the employee is in court beyond their normally scheduled work hours.

When the court appearance is scheduled for a time that the employee is regularly scheduled to work and extends beyond those regularly scheduled hours, the employee shall be compensated at a rate of one and one half ($1 \frac{1}{2}$) times the employee's regular rate of pay for the period of time the employee is in court beyond their normally scheduled work hours.

When the court appearance is scheduled for a time after the employee's regularly scheduled work hours, the employee shall be compensated for a minimum of four hours at a rate of pay one and one-half ($1 \frac{1}{2}$) times their regular rate of pay.

Employees with multiple subpoenas for the same day for appearance times prior to their regularly scheduled work hours may only be compensated at the overtime rate of one and one-half ($1 \frac{1}{2}$) times their regular rate of pay for the actual time spent in court until the beginning time of their regularly scheduled work shift or for a minimum of four (4) hours, whichever is shorter.

Employees with multiple subpoenas for the same day for appearance times after their regularly scheduled work hours may only be compensated at the overtime rate of one and one-half ($1 \frac{1}{2}$) times their regular rate of pay for the actual time spent in court or a minimum of four (4) hours, whichever is longer.

An employee with multiple subpoenas for appearances in the morning as well as the afternoon may only claim one four (4) hour minimum for the morning court appearance and one four (4) hour minimum for the afternoon appearance. An employee is precluded from collecting more than eight (8) hours of guaranteed minimums (four (4) in the morning and four (4) in the afternoon).

Section 25. Insurance

25.1 Health and Welfare

The City shall continue to offer hospital-medical, dental, and vision plans as those plans are currently structured or as the plans may be amended from time to time by the plan providers. The City may substitute plans currently offered with plans of substantially similar benefits. The City shall contribute the full premium required by the providers of the dental and vision care plans provided herein through the end of this MOU.

Effective the first day of the timecard period in effect upon Council approval of this MOU, the City's monthly contribution toward medical premiums shall be as follows:

Employee:	\$ 1,119.31
Employee plus One:	\$ 2,238.53
Employee plus Family:	\$ 2,977.37

Employees who are legally permitted to opt out due to having an alternate plan that meets the requirements of the Affordable Care Act (ACA) will be permitted to opt out of the City of Benicia plan and instead receive \$682 per month as an opt out stipend. The alternate coverage must include Essential Health Benefits (EHB) as specified in the ACA language. The required Essential Health Benefits are:

- Hospital care
- Visits to a primary care doctor or specialists
- Outpatient procedures
- Laboratory tests and diagnostic services
- Pregnancy and newborn care
- Preventative and routine care
- Mental health care
- Emergency and urgent care
- Rehabilitation therapy

- Some home health or nursing home care after a hospital stay
- Prescription drugs
- Substance abuse treatment
- Oral and vision care for children

For fiscal year 2025/2026, the City's monthly contribution toward medical premiums was the same for each Kaiser medical plan. The City's contribution was calculated at 85% of the premium for the \$20.00 co-pay plan, and the employee was responsible for 15% of the premium for the \$20.00 co-pay plan.

25.2 Life Insurance

The City currently provides regular, full-time employees with \$50,000 group term life insurance with said policy to include accidental death and dismemberment coverage.

Section 26. Grievances/Disciplinary Appeals

26.1 Definition

1)A grievance is any dispute which involves the interpretation or application of any provisions of this Memorandum of Understanding. A disciplinary appeal is an appeal by an employee of a discharge, demotion, reduction in pay or suspension without pay. Since the Civil Service Commission was eliminated in 2017, all appeals for discharge, demotion, and reduction in pay or suspension shall follow the Grievance Procedure of this MOU.

2)A work day is defined as a day on which administrative offices of the City of Benicia are open for business.

26.2 Procedure

Grievances/Disciplinary Appeals filed pursuant to this Memorandum of Understanding shall be processed in the following manner:

The grievance shall be presented in writing either by the employee or by an authorized Association representative to the designated supervisor of the employee within ten (10) working days after the occurrence of the cause of such grievance.

The designated supervisor shall have ten (10) working days from date of receipt of the grievance in which to investigate and respond. If the

grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the employee or by an authorized Association representative within ten (10) working days to the Department Head or to such representative as the employee may designate.

Disciplinary appeals must be presented in writing to the Department Head within ten (10) working days from date of receipt of the Notice of Intent to Discipline. Disciplinary appeals which are not presented within this time limit shall be deemed waived and abandoned.

The Department Head or a designated representative shall have ten (10) working days from date of receipt of the grievance in which to respond. If the grievance/disciplinary appeal is not satisfactorily adjusted/resolved within this period, the grievance/disciplinary appeal may be presented in writing either by the employee or by an authorized Association representative to the City Manager or to such representative (grievances only) as the City Manager may designate within ten (10) days.

If the parties are unable, within ten (10) working days, to reach a mutually satisfactory accord on any grievance/disciplinary appeal which arises and is presented during the term of this Memorandum of Understanding, a request for hearing such grievance before an Adjustment Board shall be submitted in writing to the Personnel Officer. The Adjustment Board shall be comprised of two (2) Association representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Association; and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process. No decision of the Adjustment Board shall be final and binding without receiving the affirmative votes of at least three (3) members of the Board.

If an Adjustment Board is unable to arrive at a majority decision, either the Association or the City may require that the grievance/disciplinary appeal be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation including, but not limited to, preparation and post hearing briefs, if any.

Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto.

26.3 Scope of Procedure

No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance or disciplinary appeal as set forth in subsection 26.1 (1).

26.4 Change to Memorandum

Proposals to add to or change this Memorandum of Understanding or written agreement or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

26.5 Disciplinary Action

No appeal involving disciplinary action taken against an employee will be entertained unless it is filed in writing with the City Manager within ten (10) working days of the time at which the affected employee was notified of such action.

26.6 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Chief of Police. Only complaints which allege that employees are not being compensated in accordance with the provisions of the Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

26.7 Personnel Rules and Regulations

The provisions of this Section shall not abridge any rights to which an employee may be entitled under the City of Benicia Personnel Rules.

All grievances/disciplinary appeals of employees represented by the Association shall be processed under this Section. If the Personnel Rules require that a differing option be available to the employee, no action under paragraph (4) of Section 25.2(4) above shall be taken unless it is determined that the employee is not availing their self of such option.

Section 27. Legal Defense

The City will provide legal defense for employees within the definitions and limitations set forth in all applicable sections of the State of California Government Code.

Section 28. Closing Clause

- 28.1 The effective date of this agreement shall be June 21, 2026, and the agreement shall remain in effect through June 20, 2027. All other provisions of the MOU, including side letters, remain the same unless otherwise modified by the provisions of this agreement.
- 28.2 This agreement shall remain in force after its expiration where negotiations between the employer and the Association have not resulted in a new agreement, until such time as a new agreement is reached by both parties.
- 28.2 Any provisions in this agreement pertaining to work hours, shifts, or personnel assignments may be suspended temporarily by the City where a declared emergency exists as defined by the Civil Disaster Emergency Plan. The City shall have sole power to determine the existence of an emergency and shall meet with the Association at the earliest possible time to discuss the suspension of provisions during the declared emergency.
- 28.3 If any section of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other sections of this agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any Section, the City and the Association agree to meet within thirty (30) days for the purpose of renegotiating said Section.
- 28.4 This Memorandum of Understanding shall be submitted to the City Council for its adoption at its regular meeting.
- 28.5 In recognition of legal requirements regarding providing Emergency Medical Dispatching to the City of Benicia, the parties agree to meet-and-confer

over impacts and effects of such implementation. The parties agree to discuss potential compensation increases, needed scheduling changes, rest periods, training and certification requirements and any other matter related to EMD. Absent mutual agreement, non-managerial rights, will remain unchanged.

28.6 If any other represented employment group (BPSA, BPSEA, BPOA, or BFA) receive a pensionable increase from April 1, 2026 to April 1, 2027 the BDA shall receive a pensionable increase of equal value.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this MOU.

Benicia Dispatcher's Association

City of Benicia

Michelle Foley, President

Mario Giuliani,
City Manager

Lauren Teel, BDA

Kim Imboden, Interim HR Manager

Joe Higby
Rains Lucia Stern

Mark Wilson, Burke
Williams & Sorensen

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF BENICIA

AND

BENICIA FIREFIGHTERS ASSOCIATION (BFA)

June 21, 2026

TO

June 20, 2027

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SECTION 1. PREAMBLE

This Agreement is entered into by the City of Benicia, hereinafter referred to as the "City," and the Benicia Firefighters Association, hereinafter referred to as the "Association" or "BFA," for the purpose of promoting harmonious relations between the City and the Firefighters, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic, complete and full agreement between the parties concerning salaries and all other conditions of employment, and preclude any further negotiations during its term unless otherwise specifically stated herein.

SECTION 2. RECOGNITION

2.1 The BFA is hereby recognized by the City as the bargaining agent for the Firefighters of the City, and for employees properly included in the said bargaining unit, under the conditions of the State law, and City ordinances providing for collective bargaining for Firefighter employees.

2.2 Both parties aver that this agreement sets forth the terms and conditions to which each party agrees to be bound, and that each agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

SECTION 3. NON-DISCRIMINATION

3.1 The City will not discriminate against any employee because of race, skin color, creed, sex, age (over 40), national origin, religion, ancestry, veterans status, physical or mental disability, medical condition, genetic information, marital status, sexual orientation, gender, gender identity, or gender expression, political affiliation, or any other categories recognized by state, federal or local law; nor shall the City discriminate against any employee covered by this Memorandum of Understanding because of membership or non-membership in the BFA, or authorized activity, as required in this Memorandum of Understanding, in behalf of the members of the BFA.

3.2 The BFA shall not discriminate against any employee assigned to the Benicia Firefighters representation unit because of membership or non-membership in the BFA or because of race, creed, skin color, national origin, sex, age (over 40), religion, ancestry, veterans status, physical or mental disability, medical condition, genetic information, marital status, sexual orientation, gender, gender identity, or gender expression, political affiliation, or any other categories recognized by state, federal or local law.

SECTION 4. EMPLOYEE RIGHTS

4.1 Employees shall have the right to fair and equal treatment in all aspects of employment conditions.

4.2 Neither management nor its representatives shall exercise their rights and authority in relationship to conditions of employment in a capricious, arbitrary, or unreasonable manner.

4.3 Employees shall not have any formal punitive personnel action taken which will result in any loss of pay or benefits, unless the employee is notified in writing as to the reason or reasons thereof and is given reasonable opportunity to respond.

4.4 All paychecks shall be directly deposited to the employee's designated bank. Employees may request that their salary shall not be directly deposited in the bank.

4.5 All investigations, disciplinary actions and administrative appeals shall comply with the provisions of the Firefighter Procedural Bill of Rights Act (Government Code Section 3250, et seq) limited to only those classifications in this bargaining unit that FOBOR applies to.

SECTION 5. ASSOCIATION BUSINESS

5.1 The City agrees to provide space on bulletin boards to the BFA for the announcement of meetings, election of officers of the BFA and any other material related to the BFA business. Furthermore, the BFA shall not post material detrimental to the labor-management relationship nor of a political or controversial nature. Subject to the City's Policies including the limitations in this section, the BFA may utilize City telephones, U.S. Mail, the City's Interdepartmental mail system and/or City's electronic mail system to communicate with local association representatives and members in their workplaces, provided this use does not generate a cost to the City.

5.2 No BFA member or representative shall solicit members, engage in organizational work, or participate in other BFA activities during working hours on the City's premises except as provided for in the processing of grievances, or during periods of negotiations to update the membership on the progress of said negotiations.

5.3 BFA members or representatives may be permitted to use suitable facilities on the City's premises to conduct BFA business during non-work hours upon obtaining permission from the City's Personnel Officer or their designee. Any additional costs involved in such use must be paid for by the BFA.

5.4 BFA representatives shall be permitted to investigate and discuss grievances during working hours on the City's premises if notification is given to the Personnel Officer or their designated representative. If the BFA representative is an employee of the City, they shall request from their immediate supervisor, reasonable time off from their regular duties to process such grievances. The City will provide a reasonable number of employees with time off, if required, to attend negotiating meetings.

5.5 The City shall recognize one (1) employee and one (1) alternate designated by BFA on each shift to act as the delegate and representative of the BFA.

On an annual basis the BFA shall provide the Fire Chief with a list, in writing, of the names of the designated stewards and alternates on each shift, and of any change in same. The City shall not be required to recognize any steward or alternate whose name is not on the list.

Stewards shall conduct their activities at such times and in such manner as not to impede Fire Department operations pursuant to Section 5.2 of this Memorandum of Understanding.

5.6 A. Officers, stewards and other members of the BFA, as designated by the Association President, shall be granted leave from duty with regular straight time pay for Association business such as attending training session, conferences, etc. of benefit to the bargaining unit, provided that the total leave provided by the City for such purpose shall not exceed 240 hours in any fiscal year. At least two (2), but preferably five (5) days notice to the Fire Chief is required, unless waived by the Fire Chief.

B. On July 1, of each year, the City shall deduct up to six (6) hours from the vacation and/or compensatory time leave accruals for each bargaining unit member to create the bank of hours to be used pursuant to paragraph (A) above. The BFA shall notify the City by May 1 of each year as to the amount of leave to be deducted from the coming fiscal year. In the event no notification is given, the amount of the deduction shall remain the same as the previous year. Any portion of the bank unused in any fiscal year shall be carried over to the following year and the bank accumulation shall be unlimited.

C. One (1) hour will be deducted from the leave bank for each hour an employee is excused for Union leave. If an overtime assignment is necessary to accommodate the leave request, one and one-half (1 ½) hours will be deducted from the leave bank for each hour the employee is excused for Union leave.

D. There shall be no cost to the City for hours used in accordance with this section.

5.7 New Employee Orientation

New to the bargaining unit employee orientation is defined as the onboarding process, whether in person, online or through other means, which the City provides information regarding employment status, rights, benefits, duties and responsibilities, or any other employment related matters.

The City shall provide written notification to the Association's designee, by email not less than ten (10) calendar days in advance of all new to the City's employee orientations except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.

The Association shall be provided not less than thirty (30) minutes (with more time if operations permit) to meet with the new to the City's employee during the new employee orientation, who are present without the City. The purposes of the meeting is for the Association to discuss the roles and activities of the exclusive representative related to terms and conditions of employment. If the Association is unable to have a representative present during the new employee orientation, a BFA representative shall have up to two (2) hours of scheduled time with any new hire during that employee's initial month of employment. The date and time of such meeting must be scheduled and approved by the Fire Chief or Division Chief and held

between the hours of 0800 and 1200 or 1300 and 1600.

Within 30 days of hire or by the first pay period of the month following the hire of the new employee, the City shall provide the Association designated representative with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer and home addresses. The City shall provide the Association this information for the bargaining group at least every 120 days, except as specified in AB119.

SECTION 6. OVERTIME WORK/COMP/RECALL/SAFETY COMMITTEE

6.1 Overtime Work: All work performed in excess of an employee's normal workday or in excess of an employee's normal workweek shall be considered overtime work.

The parties agree that assignments of overtime work shall rest solely with the department head or the designated representative. The parties agree that the assignment of overtime work is on an involuntary basis and any employee refusing assignment of such work is subject to disciplinary action deemed appropriate by the department head.

6.2 Compensation for Overtime Work: Employees performing compensable overtime work shall be paid time and one-half at their straight-time hourly rate of pay. This overtime rate shall be all inclusive and no additional compensation shall be paid.

6.3 Compensatory Time: Employees may, at the election of the employee, be compensated for overtime work with compensatory time off in lieu of overtime pay. Compensatory time shall accrue at the overtime rate subject to the limitations of the Fair Labor Standards Act and implementing regulations thereto. Use of Compensatory Time-Off shall be pursuant to the provisions of Leave Usage under section 11.4 of this Memorandum of Understanding. The City and BFA agree that this procedure meets FLSA requirements.

6.4 Recall: If an employee is recalled to work at a time other than their scheduled work shift, they shall be credited with a minimum of two (2) hours at one and one-half (1-1/2) times their straight-time hourly rate of pay.

6.5 Safety Committee: The City agrees that at least one (1) member of the BFA representation unit shall serve on the Safety Committee. The BFA member of the Safety Committee may attend all meetings of the Safety Committee which are held while they is in an on-duty status. The BFA agrees that no overtime or additional compensation will be authorized for the Safety Committee member.

6.6 Training: All requests for training submitted by an employee are conditional and subject to being withdrawn, by the employee, if the request is in anyway altered by management personnel subsequent to submission.

6.7 In the event that employees have their regular hours (24-hour shift) modified to 8 hour days, during a period of out of area training; overtime will be provided each day where the

training, travel and meal periods exceed 8 hours.

6.8 Employees assigned to Strike Teams shall work their regular hours (24-hour shift).

SECTION 7. AGENCY SHOP

7.1 A member of this unit may, at any time execute a payroll deduction authorization form or forms ("Deduction Authorization Form") as furnished by the Association.

7.2 The Association will be the custodian of records for such Deduction Authorization Form and will provide the City with a certification that it has and will maintain a Deduction Authorization Form, signed by each individual from whose salary or wages the deduction is to be made ("Certification"). The Association shall not be required to provide the City a copy of the member's Deduction Authorization Form unless a dispute arises about the existence or terms of the Deduction Authorization Form. However, the Certification will contain sufficient information to allow the City to identify the appropriate level of deductions for each employee.

7.3 The City shall begin deductions in the amount prescribed by the Association in the first full payroll period after receipt of written Certification from the Association. The employer shall transmit such payments to the Association no later than thirty (30) days after the deduction from the member's earnings occurs.

7.4 Deductions may be revoked only pursuant to the terms of the Deduction Authorization Form. The City shall direct member requests to cancel or change deductions to the Association and shall rely on information provided by the Association regarding whether deductions for a member were properly canceled or changed. However, the parties agree that the City shall automatically cease deductions for any member who is no longer employed in a classification represented by the Association.

7.5 **Other Payroll Deductions:** The City shall deduct Union dues or service fees and premiums for approved insurance programs from the employee's pay in conformity with State and City regulations. The City shall promptly pay over to the designated payee all sums so deducted.

7.6 **Hold Harmless:** The Union shall indemnify, defend, and hold harmless the City, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the City be required to pay from its own funds Union dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

SECTION 8. NO STRIKE

The BFA agrees that participation in a strike, shall subject employees to disciplinary action, up

to and including discharge. The BFA, its representatives, or members shall not engage or cause, instigate, encourage, sanction, or condone a strike of any kind. No employee shall refuse to cross any picket line in the conduct of official City business nor shall the BFA, its representatives, or members, discriminate in any way toward anyone who refuses to participate in a strike.

"Strike" means the concerted failure to perform or report to duty, for the purpose of inducing, influencing, or coercing a change in the conditions of compensation, or the rights, privileges, or obligations of employment.

SECTION 9. MANAGEMENT RIGHTS

The employee organization BFA, agrees that the City retains all its remaining rights and authority under law and expressly and exclusively retains its management rights not affected by this agreement which include, but are not limited to: The exclusive right to determine the mission of its constituent departments, commissions, boards; set standards and levels of service; determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce dress and grooming standards; determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons; maintain the efficiency of government operations; determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work operations of the City; to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law; establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith; take all necessary actions to carry out its mission in emergencies, and exercise complete control and discretion over its organization and the technology of performing its work. Nothing in this section is meant to be a waiver of protection provided by the Meyers-Milias-Brown Act (MMBA).

SECTION 10. SENIORITY

10.1 The Fire Department shall establish and maintain two (2) seniority lists, one by total service in the department and one by time in each classification held by the employee. They shall be brought up to date on July 1 of each year and immediately posted in both Fire Stations. A copy of the same shall be provided to the BFA. Any objections to the seniority lists, as posted shall be reported to the Fire Chief in written form within ten (10) working days or it shall stand approved.

10.2 Department Seniority shall be followed in the selection of vacations.

10.3 Seniority in each classification shall include all service in a classification since date of original regular appointment in said classification under the City's classified Civil Service System, without break in City service, regardless of a temporary filling of another classification. If there is a tie in seniority in rank then the individual's score on the eligible list will be used to break the tie.

10.4 Seniority in rank will be considered in all transfers and in the filling of all vacancies until such vacancies are filled by promotion or by limited appointment. Where all else is equal, seniority in rank will be used in breaking a tie.

SECTION 11. VACATION LEAVE

11.1 Except for those employees who are discharged, dismissed following an absence without leave, or otherwise terminated for cause, the City shall grant vacations to its employees. Employees covered by this Agreement shall be entitled to accumulate vacation time in accordance with the following schedule:

<u>Years of Service</u>	<u>Shifts Off Per Year</u>
Less than 4 years	7 (14 hrs/month; 168 per year)
Beginning 4th year	10 (20 hrs/month; 240 per year)
Beginning 7th year	11 (22 hrs/month; 264 per year)
Beginning 11th year	12 (24 hrs/month; 288 per year)
Beginning 14th year	13 (26 hrs/month; 312 per year)

Employees assigned to a forty (40) hour workweek shall accrue vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Shifts</u>	<u>Vacation Days</u>
Less than 4 years	7	15.0
Beginning 4th year	10	21.4
Beginning 7th year	11	23.6
Beginning 11th year	12	25.7
Beginning 14th year	13	27.9

Employees move to the next sequential level of vacation the beginning of the pay period after completion of the years of service listed above.

11.2 The vacation accrual limit will equal double the shifts allowed per year. The accrual limit will be imposed on February 21st of each year. Below is the years of service and limits. On February 21st of each year, any employee who has hours above the limits listed below will cease accruing vacation until such a time that their balance falls below the cap.

Less than 4 years	14 shift cap (336 hours cap)
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Beginning 4th year	20 shift cap (480 hours cap)
Beginning 7th year	22 shift cap (528 hours cap)
Beginning 11th year	24 shift cap (576 hours cap)
Beginning 14th year	26 shift cap (624 hours cap)

11.3 Vacation Conversion Procedure: Employees who may be reassigned from a fifty-six (56) hour workweek to a forty (40) hour workweek, or vice versa, for more than 30 day periods, shall have their accrued vacation time converted on the following basis:

11.3.1 To determine equivalent vacation hours for new fifty-six (56) hour per week, employees multiply their forty (40) hours per week vacation hours times a conversion factor of 1.4.

11.3.2 To determine equivalent vacation hours for new forty (40) hour per week employees, multiply their fifty-six (56) hour per week vacation hours times a conversion factor of .7143.

11.4 Scheduling Leaves:

Leaves will be scheduled, insofar as possible and practical, at those times requested by each employee. However, because of the nature of the work and the requirements that the orderly performance and continuity of municipal services be maintained, it may be necessary to limit the number or prohibit any employees from taking leaves during a particular period or at the same time. Such request, however, shall not arbitrarily be denied. In terms of scheduling leaves and resolving any conflicts which may arise, the following procedure will be used:

11.4.1 Requests for leave which are submitted during the month of December immediately preceding the calendar year will be processed giving preference to the employee's time in service, with those employees having the most time in service receiving the highest preference. Leaves scheduled pursuant to this paragraph are normally irrevocable once approved by the Department.

Approval will be granted for up to two (2) firefighters per shift per prescheduled date. Sick leave and/or Section 4850 time or outside training shall not reduce the shifts available when selections are being made in the month of December. The parties understand that unusual circumstances such as major incidents may require an exception to this understanding and may require cancellation of all prescheduled leaves.

11.4.2 Requests for leave which are submitted during the actual calendar year will be processed giving preference to the order in which the leave requests are received, with those received first having first priority. In the event requests are received at the same time for the same leave period, then time-in-service will be the determining factor. When

selections are made at times other than the month of December, the maximum number of firefighters that may be off per shift remains at two (2). Union Leave, 4850 time, FMLA and/or ADA qualifying sick leave (pre-planned at least two weeks in advance), and scheduled training time shall not count against the two (2) per shift limitation.

The provision added in 2026 of “FMLA and/or ADA qualifying sick leave” will expire on June 20, 2027 and revert to previous language absent future agreement.

The parties further understand and agree that upon a citywide emergency as declared by the City Manager and approved by the City Council limitation may be placed on post December leave selection.

11.4.3 A minimum of one (1) Paramedic Firefighter will be on duty at any given time at each station.

11.4.4 For the purposes of this section, “leave” includes vacation, administrative leave and CTO.

11.4.5 Once vacation leave has been approved, such vacation shall be honored regardless of any subsequent shift assignment changes resulting from promotion or operational necessity, provided the vacation was approved prior to the shift move.

For employees assigned to a forty-eight (48) hour on / ninety-six (96) hour off schedule:

- a. If vacation leave is approved for the first day of a forty-eight (48) hour work period, the preceding four (4) calendar days shall be honored as vacation leave for scheduling and staffing purposes.
- b. If vacation leave is approved for the second day of a forty-eight (48) hour work period, the following four (4) calendar days shall be honored as vacation leave for scheduling and staffing purposes.

This new provision (11.4.5) shall expire on June 20, 2027 absent future agreement.

11.5 Minimum Vacation Leave: The minimum annual leave will be two (2) shifts, following a four day period.

The remainder of accumulated leave may be taken when the request for leave is submitted forty-eight (48) hours in advance, upon approval of the Fire Chief. The Fire Chief may at their sole discretion may waive the forty-eight (48) hour advance notice under this section.

11.6 Earning Vacation Leave: Full vacation leave as set forth in Section 11.1 shall be earned by:

11.6.1 An employee on sick leave with pay.

11.6.2 An employee on paid leave of absence, due to a disability arising from an on-the-job accident while working for the City.

11.6.3 An employee on jury leave.

Vacation leave as set forth in Section 11.1 shall not be earned by:

11.6.4 An employee on an unpaid leave of absence.

11.6.5 An employee on leave of absence and such leave of absence is covered by the City's private disability insurance plan.

11.7 Sick Leave During Vacation Leave:

An employee may change vacation leave to sick leave upon submission of a doctor's certificate that the employee is ill and unable to work.

SECTION 12. LEAVE OF ABSENCE

12.1 Definition

A leave of absence is a privilege which may be granted to an employee wishing to leave the City service without pay and in good standing for a limited period of time.

12.2 Procedure

12.2.1 A request for a leave of absence without pay must be made to the department head in writing by the employee stating the dates of leave of absence requested and the reason for the request.

12.2.2 A department head may grant an employee a leave of absence without pay for not more than six (6) twenty-four (24) hour shifts when it is in the best interest of the City. The City Manager must approve a leave of absence without pay exceeding six (6) twenty-four (24) hour shifts.

12.2.3 An employee shall be entitled to payment for any earned vacation and accumulated overtime at the beginning of an approved leave of absence.

12.3 Unauthorized Leave of Absence

The failure of an employee to return to duty upon the termination of an authorized leave of absence is an unauthorized leave of absence.

An unauthorized leave of absence is grounds for disciplinary action, including dismissal, unless upon the employee's return, the employee furnishes reasons satisfactory to the department head and the City Manager for not having obtained an authorized leave of absence. The unauthorized leave of absence shall be treated as time not worked. The City shall deduct from the employee's pay, an amount equal to time absent from City service.

12.4 Jury Leave

When an employee is summoned for jury duty, the employee shall be granted a leave of absence for jury duty, upon presentation of the summons to the employee's department head.

An employee shall receive full pay while on leave for jury duty; provided, however, the employee must remit compensation received for jury duty, except compensation for mileage. An employee who elects to retain compensation received for jury duty shall not receive salary while on jury duty.

In the event an employee represented by the BFA is selected to serve as a juror, that employee shall not be expected to report for duty on days they are required to be in attendance at court. Upon dismissal from further jury obligation by the trial judge, the employee shall report for duty as scheduled.

12.5 Bereavement Leave

Any employee shall attempt to notify the Fire Chief in advance of an absence due to a death in the employee's family. If the Fire Chief is not readily available, such notification may be given to the Duty Chief Officer. Failure to provide such notification shall result in ineligibility for benefits under this section.

All Employees are permitted 5 days of Unpaid Bereavement Leave upon the death any family member listed in Section 12945.2 of the Government Code. In case of death in the immediate family (as defined below) an employee shall be granted three (3) days of paid bereavement leave per occurrence within California.

The Paid Bereavement leave runs concurrent with the 5 Day Unpaid Bereavement Leave. However, the leave days need not be consecutive. Additional time off for this purpose must be vacation, C.T.O., or unpaid leave. Bereavement leave must be approved by the Department Head.

A department head may allow an employee leave of absence up to one (1) day to attend the funeral of a person other than a family

12.5.3 For the purposes of this section immediate family shall be defined as follows: Spouse, children, parent, parent-in-law, father, mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren and member of the employee's household.

12.6 Military Leave

Military leave shall be granted in accordance with the provisions of state and federal law. An

employee taking military leave shall give the employee's department head a copy of the employee's orders to report to military duty.

12.7 Maternity Leave

Time off the job for pregnancy, childbirth, and related medical conditions will be covered as required by State and federal law and applicable City policy.

SECTION 13. SICK LEAVE

13.1 Eligibility and Accrual: BFA employees shall accrue sick leave beginning the first day of the month following the employee's completion of one month of service; an employee earns leave with pay at the rate of twenty-four (24) hours for each calendar month of service for employees assigned to a 56-hour workweek. Full sick leave is earned by each full-time employee on paid leave of absence, including sick leave and jury leave. It is not earned by an employee on unpaid leave of absence. Conversion from 56 hour workweeks to 40 hour workweeks shall be as set forth in Section 11.3.

13.2 Usage of Sick Leave

No provision of the following shall negate employee mandated rights under California Labor Code 233.

13.2.1 Permissible Usage of Sick Leave: Sick leave is provided to continue the salary of an eligible employee who is absent from work because of an illness.

With the prior approval of an employee's Department Head, an employee may use accumulated sick leave for medical or dental appointments. With prior approval of the employee's Department Head, an employee may use accumulated sick leave for the purpose(s) and duration specified in City policies interpreting applicable federal and/or State laws (i.e. Family Medical Leave Act [FMLA]) and California Family Rights Act [CFRA]).

13.2.2 Non-permissible Usage of Sick Leave: No employee shall be entitled to use sick leave with pay while absent from duty under any of the following conditions:

13.2.2.1 Disability arising from sickness or injury sustained while on unpaid leave of absence;

13.2.2.2 Disability arising from sickness or injury related to compensated employment other than with the City;

13.2.2.3 Disability arising from sickness or injury while receiving compensation from the City for an industrial accident pursuant to Section 13;

13.2.2.4 For absence caused by intoxication or abuse of substances, including, but

not limited to, drugs and alcohol.

13.3 Accumulation

Accumulation of sick leave by all employees shall be unlimited.

13.4 Notification

To receive sick leave, an employee must notify the employee's supervisor, the on-duty supervisor or other appropriate personnel, before the employee is scheduled to begin the employee's daily duties the night before the shift begins but no less than one (1) hour before the start of the employee's shift each shift employee is sick.

13.5 Sick Leave Bank

Employees in this bargaining unit shall be eligible for benefits of the Sick Leave Bank as outlined in City Policy and Procedure #5. The BFA will be consulted regarding any substantive changes to this existing policy.

13.6 Return to Employment Following Sick Leave

When an employee returns to duty following an absence of three (3) consecutive shifts or longer, the department head or personnel officer may require a signed statement from a doctor or dentist that the employee was incapacitated and unable to perform the employee's duties throughout the entire period of sick leave.

The failure of the employee to file the statement from the doctor or dentist if requested shall result in the employee's ineligibility for sick leave benefits, unless a waiver is granted by the City Manager.

In the case of frequent use of sick leave, the employee's department head or the personnel officer may request that the employee file a doctor's statement for each such illness regardless of duration. An employee may be required to take an examination by a doctor mutually agreed to by the City and the employee. If requested by the City, the employee shall authorize consultation with the employee's doctor concerning the illness.

On the basis of such medical advice, the City Manager shall determine whether an employee is incapacitated for the duties of the employee's position and may take action the City Manager considers appropriate.

13.7 Temporary Light Duty

Attachment "A" to this MOU provides the City's Light Duty Policy.

13.8 Light Duty Assignment

Consistent with medical restrictions Employees assigned to light duty shall be eligible to work a 5/8, 9/80, 4/10 work schedule, unless unduly burdensome.

This new provision shall expire on June 20, 2027 absent future agreement.

SECTION 14. HOLIDAYS

14.1 Authorized Holidays

The City agrees that the BFA observes the following days as legal holidays:

Christmas Day, New Year's Day, Martin Luther King, Jr's Birthday, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and the Friday following Thanksgiving Day. For the purpose of this section, the holiday shall be the actual day of the holiday (e.g. December 25th for Christmas)

14.2 Work Performed on Holidays

14.2.1 The City and the BFA agree that public safety employees are scheduled to work on the aforementioned holidays as a matter of health and safety of the community. Prior to September of 2011, the City paid sworn employees represented by the BFA a Holiday in lieu payment, and in 2011 negotiated discontinuing holiday in lieu.

Holiday payments are 1.25% of base salary wages. Holiday payments will be made on December 15th for the months of July – December, and June 15th for the months of January – June. If the 15th falls on a Saturday, Sunday or other city closure day, the checks will be issued the day preceding. Holiday payment checks will be deposited directly into the same bank account that employees have established for their net monthly paycheck.

When employees separate service they will have the holiday payment pro-rated and included in their final paycheck. For example, an employee who separates service on April 20th is entitled to 4 months of holiday pay (January – April).

14.2.2 The Fire Captain/Administrative will observe the twelve (12) paid holidays listed in Section 13.1. For time worked on a holiday the Fire Captain/Administrative will be paid at the rate of one-and-one-half (1 1/2) times the regular rate of pay.

14.2.3 Holiday Routine: Unless otherwise directed by the Fire Chief based upon the essential operational needs to the department, a modified work schedule consisting of routine equipment and station maintenance, apparatus and equipment readiness, public education and/or customer service programs/issues, and emergency work will be in effect on designated holidays. This is holiday routine. It is agreed that BFA can also have the modified work schedule for a day that City Hall observes a holiday. For example, if 4th

of July falls on a Sunday, City Hall will be closed on Monday, BFA will observe holiday routine on both Sunday, July 4th (actual holiday) and Monday, 5th of July (City observed holiday). The same is true if a City Hall designated holiday is on a Saturday; City Hall would be closed on the preceding Friday.

SECTION 15. SALARY ADMINISTRATION

15.1 Salaries

If any other represented employment group (BPSA, BPSEA, BPOA, or BDA) receive a pensionable increase from April 1, 2026 to April 1, 2027 the BFA shall receive a pensionable increase of equal value.

15.2 Surveys

It is the intent of the City to remain competitive in the labor market and provide equitable salaries for its employees.

A. Since July 1, 2005 the following agencies shall be used for the purposes of salary surveys:

City of Davis, City of Dixon, City of Fairfield, City of Folsom, City of El Cerrito, City of Napa, City of Pinole, City of Richmond, City of Vacaville, City of Vallejo and Contra Costa Fire District.

B. The following components will be surveyed to determine the mean average of total compensation:

Base Salary, Education Incentive at the Bachelor's Degree rate, Holiday pay, Uniform allowance, EMT pay, PERS Retirement, and combined Insurance Costs (i.e. Medical, Dental, Vision, Life).

The Parties agree to meet and discuss comparable agencies and data inputs into a future salary survey by January 25, 2027.

15.3 Classification Study

15.3.1 The salary for Administrative Fire Captain shall be set at an amount equal to (0.821%) above that of Fire Captain.

(Note: the Fire Admin Captain differential is based on the annualized value of holiday pay for shift captains)

15.3.2 The salary for Paramedic Firefighter shall be set at an amount equal to ten percent (10%) above that of Firefighter.

15.3.3 The salary for Fire Engineer shall be set at an amount equal to five percent (5%) above that

of Firefighter Paramedic.

15.3.4 The salary for Fire Captain shall be set at an amount equal to ten percent (10%) above that of Fire Engineer.

15.4 Paramedic/Firefighter

The City pays tuition costs plus overtime pay for class time spent when in an off-duty status for continuing education and related re-certification requirements for each employee in the Paramedic series (including current incumbents identified in Section 15.3) in order to maintain the minimum requirements as set forth by the County of Solano and/or the State of California for Paramedic certification and re-certification. Continuing education must be preauthorized by the Fire Chief or their designated representative in order for the employee to be entitled to the payments provided herein.

15.4.1 The City pays tuition and re-certification costs for those employees wishing to maintain their Paramedic Certification, but who do not meet the requirements of Section 15.4 (i.e. employees in classifications other than Firefighter Paramedic). With the exception of occasional Paramedic training conducted by the Department on duty, all training will be on the employee's own time in an off duty status.

The employees utilizing this Section will assist the Department when called upon to perform Paramedic duties without additional compensation. Any Firefighter Engineer or Fire Officer who maintains their Paramedic Certification will receive an incentive pay equal to 5% of their base salary for any shift during which they are designated as the medic on-duty.

15.5 Salaries - New Employees

A new employee shall be appointed to the first step of the salary range to which the employee is assigned, provided, however, that a new employee may be appointed at a salary in excess of the first step when it is difficult for the City to locate qualified personnel, or when the education and previous training or experience of a new employee is substantially superior to the minimum qualifications for the classification, or (in exceptional cases) at the discretion of the City Manager.

15.6 Anniversary Date

The employee's anniversary date is the first day of the pay period if employment occurs during the first fifteen (15) days of the period; otherwise, the anniversary date is the first day of the next pay period.

The anniversary date of an employee on leave without pay shall be extended by the period of the leave.

15.7 Advancement Within Salary Range

Advancement within the salary range for a classification shall not be automatic. All increases shall be based on merit as established by a record of the employee's performance and shall require the written recommendation of the Department Head and approval by the City Manager. An employee who does not receive an in-grade salary advancement shall be notified in writing by the employee's department head as to the reason for denial.

The City Manager may adjust the salary rate of an employee to any step in the employee's existing salary range to correct gross inequities in salary or to reward outstanding achievement and performance.

15.8 Salary after Promotion or Demotion

When an employee is promoted, the employee's compensation shall be set at Step A or one step higher than the employee's current salary whichever is higher, provided, however, the employee's salary shall increase by at least 5%. The employee's new anniversary date shall be the date of the promotion.

Following the successful completion of a formal examination process, should a Paramedic Firefighter elect to accept the position of Firefighter Engineer, the employee's compensation shall be set at the step in the Firefighter Engineer salary range which is closest to their current salary step.

When an employee is demoted to a class with a lower maximum salary, the employee shall be assigned to the applicable salary step in the new class, provided, however, that there shall be at least a 5% decrease in salary assuming that the employee's service has been continuous in the new class. The employee shall retain the employee's previous anniversary date.

15.9 Salary after Transfer

When an employee is transferred from one position to another position in the same class or to another class with the same pay range, the employee shall retain the same step and the same anniversary date.

15.10 Out of Class Pay

15.10.1 After meeting department standards for acting out of class for a position, the employee shall be compensated for all time worked in that capacity by 5% additional pay at their regular straight-time rate of pay for regular time duty, and at time and one-half for overtime duty. Standards for acting assignments shall be as outlined in the Fire Department's Standard Operating Procedures (SOP) Manual in the SOP titled Acting Chief Officer Assignment Requirements for Driving & Operating Engines (#518.00 dated 10/99) and Administrative Procedures Acting Captain Assignment (#308.00 dated 2/94). Changes to the SOP's which fall within the scope of representation will be subject to the meet and confer process.

All acting assignments shall be offered on the basis of qualifications for such assignment according to the judgment of the department head or the department head's authorized representative and shall be consistent with Personnel Rules.

15.10.2 Interim Captain: Assignment to the position of Interim Captain is determined by the fact that the Captain will be off (due to injury/illness/extended leave of absence, etc.) for nine (9) consecutive shifts or more or if the amount of time the Captain is to be off is unknown, upon completion of nine (9) shifts or more performing a Captain's duties.

Employees in the Interim Captain assignment, perform the essential job duties of the Captain including, but not limited to, supervising personnel, writing performance evaluations, directing fire suppression and controls operations, supervising and personally participating in rescue and Basic Life Support operations and taking charge of a fire station; supervising and participating in the maintenance of quarters and equipment during an assigned shift.

Employees assigned as Interim Captain shall receive a minimum of 7% additional pay and be assigned to a step in the salary range for Fire Captain which is closest to, but not less than the 7%, for the duration of said assignment. The temporary salary increase will be retroactive to the first shift of the assignment.

Interim Lieutenant: Pay in accordance with current Side Letter (attached to this MOU)

The City will maintain in effect a captain's eligible list. All Interim assignments shall be made from those employees on the affected shift whose names appear on the eligible list for the Fire Captain classification.

In the event there is no employee on the affected shift whose name appears on the eligible list, the assignment will be made from those employees who are also on the eligible list but working other shifts. In the event there is no eligible list, the assignment will be made from those employees on the shift who meet the minimum qualifications for the Fire Captain classification followed by those who also meet the minimum qualifications but are working other shifts.

15.11 Haz Mat Pay

- 15.11.1 The City intends to continue participation in the development, training, and staffing of the Solano County Hazardous Materials Response Team. The City intends to maintain and support six (6) Team members (2 per shift) at all times.
- 15.11.2 Hazardous Materials Response Team member participation is considered 'voluntary'. No employee shall be required to participate on the Team, or participate in Hazardous Materials 'Technician' or 'Specialist' training. All hours worked will be compensated in accordance with applicable Memorandum of

Understanding sections.

- 15.11.3 The following factors shall be used by the City to determine current and future appointments of Team members and/or Alternates: (1) Ideally, one (1) Team Member per shift, but not required, (2) Past job performance, (3) Expressed interest in training, (4) Recommendation of company officer, (5) Positive attitude, (6) Prior Hazardous Materials experience, (7) Seniority will be used as a factor when all other factors are equal. Employee rank (firefighter, firefighter/paramedic, engineer, captain) shall not be used as criteria for selection. No Team or Alternate applicant shall be evaluated with respect to their residential location to the City of Benicia. Applicants for Team or Alternate positions shall receive, from the Fire Chief or their designee, written notification of appointment to either position within 30 days of completing an interview. Additionally, a written explanation to applicants who are not appointed as Team members or Alternates will be sent to each applicant that outlines areas of improvement that would increase the employee's chances of future appointment. There will be no retaliation against a Team Member or Alternate who resigns from the Program.
- 15.11.4 The City authorizes training of employees to the minimum qualifications to be a Team Member and will support any necessary training for approved Benicia Fire Department Team Members to maintain this level of certification. Training support of Alternate Members will be limited to minimum requirements to maintain Hazardous Materials Team Certification but will not include the on going drills. Team Alternates shall be utilized first to fill Team positions that become vacant.
- 15.11.5 The City will announce future Team or Alternate vacancies to all Benicia Fire Department personnel covered under the current Memorandum of Understanding 30 days prior to appointing new Team Members or Alternates. The City agrees to announce vacancies, appoint candidates, and provide Hazardous Materials Team training to qualified employees when vacancies on the Team occur, and Alternates are exhausted. It is understood that the City is not obligated to maintain an 'Alternates List' beyond the scope of the Team's initial training.
- 15.11.6 The City will pay any and all costs associated with the Team Members' initial and on-going training, and utilization by the Team during call back. Hazardous Materials Response Team Members, upon initial completion of Hazardous Materials training and upon the date the Solano County Hazardous Materials Team becomes functional (i.e. able and available to respond to incidents), shall receive 5% additional compensation on base pay. This rate shall be paid each pay period irrespective of whether or not there was an actual Hazardous Materials call back. The Team Members will also serve as Hazardous Materials Coordinators for the Department, as assigned, to provide extra hazardous materials related services such as hazardous materials training (limited to their own scope of training), equipment/supplies evaluation and recommendation, Hazardous Materials incident assistance, response planning and procedures development, etc.

- 15.11.7 The City maintains the right to terminate or change the scope of its participation in the Solano County Hazardous Materials Response Team at any time. In the event termination occurs, the 5% compensation for Team Members will end upon 30 days notice by the City.

15.12 Pay Period

The payday for each employee shall be the last day of the month or as authorized by the City Council. The City's Finance Department shall provide each employee with a copy of the employee's time sheet together with the employee's paycheck each payday.

City agrees to exercise best efforts to ensure that November and December pay periods includes all shifts worked during said pay period, when practical.

15.13 Separation from Employment Final Pay

An employee who separates from employment with the City is entitled to pay for:

15.13.1 That portion of the final pay period from the first day of the final pay period to the effective date of separation. The day of separation is either the working day specified for the separation or the last day of the pay period if no date is specified;

15.13.2 Accrued vacation actually earned but not taken, subject to the provisions on leave of absence;

15.13.3 Accrued overtime;

In the case of an employee's death, the City shall pay the employee's beneficiary the sums set forth in items 1 through 3 above provided, however, that the employee must have designated a beneficiary on a form specified by the City Manager. If the form specified by the City Manager has not been completed and returned to the finance director, terminal pay shall be paid to the estate of the employee.

Terminal pay shall be paid to an employee only upon submission by the employee of all city-owned property in the employee's possession, including but not limited to, keys, badges and credit cards.

SECTION 16. PARAMEDIC/FIREFIGHTER VOLUNTARY DEMOTION

In the event an employee classified as a Paramedic/Firefighter wishes to relinquish their paramedic designation and voluntarily demote to the classification of Firefighter they shall be permitted at the discretion of the Fire Chief to do so subject to the following terms and conditions:

- 16.1 There must be a vacant position in the rank of Firefighter available for him/her to fill.

16.2 A qualified paramedic is available to fill the vacancy created by the demotion.

For purposes of promotion all time served in the rank of Paramedic/Firefighter shall be considered the same as time spent in the rank of Firefighter.

SECTION 17. DEFERRED COMPENSATION

The City agrees that employees represented by the BFA may participate in the City's deferred compensation plan.

SECTION 18. UNIFORM ALLOWANCE

18.1 The City pays uniform allowance \$75.00 per month (effective 10/1/16).

18.2 All sworn personnel are required to maintain at least one (1) suitable Class A Uniform to be worn when the employee is officially representing the City as directed by the Fire Chief. Bargaining unit members will be responsible for their own linen.

The City agrees to repair or replace uniforms damaged in the line of duty. The Fire Chief or designated representative shall make the determination.

18.3 The City pays up to a maximum of \$75 towards replacement of broken watches damaged while on duty.

18.4 The City will provide employees with the option to wear rubber or leather turnout boots, which shall be provided by the City.

18.5 The City provides employees the option to wear station boots provided by the City or an alternate boot approved by the City, matching the standards of City issued boots. Employees opting to wear alternate station boots shall be reimbursed for the purchase of the alternate boots up to the cost of City provided station boots.

18.6 In lieu of the department providing a helmet shield, the City agrees to reimburse employee for the cost of purchasing a personalized rank-specific helmet shield upon initial hiring or promotion (not to exceed \$240.00)

SECTION 19. EDUCATIONAL INCENTIVE

19.1 The City agrees to pay in accordance with the following formula:

19.1.1 Completion of thirty (30) units of approved courses from an accredited college/university: one percent (1%) of basic salary (i.e. salary schedule step) per month.

19.1.2 Attainment of an approved Associates from an accredited college/university: two percent (2%) of basic salary (i.e. salary schedule step) per month.

19.1.3 Attainment of an approved Bachelor's Degree from an accredited college/university: three Percent (3%) of basic salary (i.e. salary schedule step) per month.

The amounts for education incentive do not compound and employees may not receive more than 3% in educational incentive as described above.

It is understood that an approved major shall be designated by the Fire Chief and City Manager and shall include Fire Science, Public Administration, Business Administration or other such job related course of study.

Employees who obtain an Associates or Bachelors degree may not receive the official documentation for several months. Therefore, employees who complete a degree shall notify the Personnel Department in writing within ten (10) working days of their completion of the required courses. When the official documentation is provided, the employee shall be compensated from the original date of completion.

19.2 In July 1, 2006 the three percent (3%) separate pay for holding the required current and valid Emergency Medical Technician 1-A Certificate was added to base salary. The City reimburses each such employee for certification fees, if any, which may be required once each two (2) years.

All employees are required to obtain and to maintain a currently effective EMT 1-A Certificate as a condition of continued employment. In the event an employee fails the EMT 1-A re-certification examination, the employee shall be offered the opportunity to retake the examination at the first available opportunity before any action is taken by the City to terminate the employee's employment. An employee will be afforded only one (1) opportunity to retake the re-certification examination.

19.3 Paramedic employees who volunteer to do so may be utilized to conduct in-house EMT 1-A training for employees. Paramedic personnel providing such training shall be properly credentialed and/or certified instructors. The City reserves the right to approve the training program developed by Paramedic instructors for this purpose. The program and instructors shall be approved by the County of Solano and/or the State of California.

SECTION 20. ADDITIONAL DUTY PAY

20.1 Fire Captain Classification: In July 1, 1995 the base salary of Fire Captain was increased by \$75.00 as compensation for performing a major program assignment. Major program assignments include but are not limited to the following: Volunteer Administrator, Training Officer, Hazardous Material Coordinator, Vehicle Maintenance Officer, Equipment and Safety Gear Officer, and Communications Officer. Each major program assignment will be outlined in the Standard Operating Procedures (SOP) Manual. Said increase is reflected in the salary ranges listed in Attachment B.

20.2 Fire Captain/Administration Classification: The full time regular classification of Administrative Captain shall be responsible for coordination of Emergency Medical Services, disaster preparedness, and perform other duties as assigned. The Administrative Captain shall be assigned to a forty (40) hour workweek. Salary for the Administrative Captain shall be as provided under Section 15.1 of this agreement. Vacation accrual rates, holidays, and Out of Class Pay shall be pursuant to those outlined in a side-letter dated July 1, 1991 for Fire Prevention Specialist. Employees holding the permanent rank of Fire Captain shall not be automatically transferred into the Administrative Fire Captain position, should it become vacant.

20.3 Preceptor Pay: Personnel in the Paramedic Firefighter classification who are properly certified and assigned to act as preceptors for new personnel shall receive a 5% differential in compensation during the time that are acting in that capacity.

SECTION 21. HOURS OF WORK

21.1 Application

This section is intended to define the normal hours of work per day or per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the City from restructuring the normal workday or workweek for the purpose of promoting the efficiency of municipal government; from establishing the work schedules of employees; and establishing part-time positions.

21.2 Shift Schedule

Suppression Personnel: All employees shall be scheduled to work on a regular shift, and each shift shall have a regular starting and quitting time.

Employees whose workday extends from one calendar day into another, or who work overtime from one calendar day into another, shall be considered as working on the calendar day on which they started the work.

The workweek is established under the FLSA 7(k) work period, and shall consist of fifty-six (56) hours when averaged over a twenty-four (24) day period on a schedule commonly known as a 48/96 plan. Each twenty-four (24) hour workday shall be considered as one (1) tour of duty.

The twenty-four (24) hour workday shall be interrupted by two (2) uninterrupted one (1) hour meal periods provided an emergency situation doesn't exist which would automatically preclude either or both.

The normal workday for full-time employees covered in this agreement shall be as follows:

24 HOUR WORK SCHEDULE

0800-1700 May include, but is not limited to:

Vehicle checkouts
 Company inspections
 Physical training (90 minutes*)
 Required training and/or Captains drills
 Station cleaning (may be designated on a single day)+
 Public Education
 Pre-Fire Planning

Hydrant Maintenance
 Special projects
 One (1) hour lunch period
 Incident response
 Special meetings
 Special training
 Station Maintenance

1700-0700
0700-0800

***Stand-by time**
Arise, clean-up station

* Scheduled night training shall be limited to two (2) times per month per shift as scheduled by the department.

*The 90 minute workout shall routinely be scheduled between the hours of 3:30 pm to 5:00 pm unless otherwise approved by the Fire Chief or Fire Chief's designee.

+Excludes cleaning of administrative front office, administrative break room, downstairs training room and downstairs hallway bathrooms at Station 11.

All Other Personnel:

Employees not assigned to suppression may be scheduled to work a forty (40) hour week. Employees working a forty (40) hour week schedule may submit a written request to the department head to work a 9/80 or a 4/10 work schedule. The department head may grant or deny the request based upon the existing needs of the department.

21.3 Work Schedule

Work schedules showing the shifts, workdays, and hours to which employees are assigned shall be posted on all department bulletin boards at all times. Should it be necessary, in the interest of efficient operations, to establish daily or weekly work schedules departing from the normal workday or the normal workweek, the City shall give notice of such change to the BFA as far in advance as is possible and reasonably practical. Work schedules shall not be unjustifiably changed.

21.4 Shift Trades

There will be no limit on shift trades, which are hereby defined as trades of twenty-four (24) hours or less and which are used for the purpose of attending educational instruction courses or for responding to unanticipated events requiring the employee's personal attention. It is understood that all shift trades will be approved by the Chief or their designee by no later than the start of the shift in question. Additional advanced notice of the trade is not required. A shift trade may be approved after the start of the shift provided approval is received by the on call

chief officer prior to the start of the trade.

All Shift Trades shall be repaid by the employees involved within nine (9) months of the date of the shift trade. If a shift trade is not repaid within the nine (9) month time period, the Fire Chief shall have the right to schedule the employees in order to have the shift trade repaid. The Association shall be responsible for maintaining records of shift trades and providing the Fire Chief with a biannual report on the status of shift trades.

If the individual employees involved in a shift trade are not of the same rank, the trade shall be permitted as long as the individuals are qualified to perform the duties involved in the requested trade or others on shift are available and are qualified such that minimum staffing requirements for the shift can be maintained. Inter-classification trades shall not result in any additional cost to the City. By accepting an inter-classification trade, trade participants waive any right they might otherwise have to out of class compensation for work performed on the traded shift.

21.5 Staffing

The City and BFA share the same concerns regarding the safety of firefighters which are related to the number of firefighters on duty at a given time. The parties are in agreement that at least three (3) firefighters should be on duty on each engine and/or truck company and that at least two (2) firefighters should be on duty on the rescue vehicle when in service. These staffing levels shall include a paramedic on each apparatus. The City shall make every effort to assure that this staffing level is attained, however, the parties recognize that exigent circumstances, may, from time to time, preclude the City from attaining this objective.

21.6 48/96 Work Schedule

21.6.1 In July 1, 2006, the City transitioned to a 48/96 work schedule for suppression employees. Under this schedule, employees who, by nature of the work, are required to work twenty-four (24) hour shifts, shall be required to work a schedule, on average, of not more than fifty-six (56) hours per workweek. This schedule shall consist of forty eight (48) hours on and ninety-six (96) hours off (XX OOOO XX OOOO XX OOOO).

21.6.2 The maximum number of consecutive hours worked shall not exceed ninety-six (96) except in case of emergency.

An employee may voluntarily elect to work up to a maximum of one hundred twenty (120) consecutive hours under the following limited circumstances:

- a. The additional shift cannot be filled through voluntary overtime, or there is insufficient time to reasonably attempt to fill the shift through voluntary overtime; and
- b. The additional shift is accepted no more than twenty-four (24) hours of the start of the employee's last regularly scheduled shift; and

- c. The employee receives approval from their current supervisor based on their rest/fitness for duty.

SECTION 22. PROMOTIONS

When there are two or more qualified applicants for promotion available within the Benicia Fire Department, the City will schedule a closed promotional examination. Qualified employees who do not actually apply for the promotional opportunity shall not be considered for purposes of determining whether there are two or more qualified applicants under this section.

If, however, there is an insufficient number of eligible and/or qualified applicants available, the City may schedule an open promotional examination.

SECTION 23. INSURANCE

23.1 Health and Welfare

The City shall continue to offer hospital-medical, dental and vision plans as those plans are currently structured or as the plans may be amended from time to time by the plan providers. The City may substitute plans currently offered with plans of substantially similar benefits..

Effective with the pay period beginning March 21, 2026 (i.e. the April 30, 2026 paycheck), the City's medical contribution towards medical premiums shall be a maximum up to the following monthly contributions for any plan:

Employee:	\$ 973.92/month
Employee plus One:	\$1,947.84/month
Employee plus Family:	\$2,590.63/month

Effective with the pay period beginning May 21, 2026 (i.e. the June 30, 2026 paycheck) and continues through the end of the term of the 2026-2027 contract, the City's medical contribution towards medical premiums for the term of the contract shall be a maximum up to the following monthly contributions for any plan:

Employee:	\$ \$1,119.31/month
Employee plus One:	\$2,238.63/month
Employee plus Family:	\$2,977.37/month

The City's maximum contribution for employees who have qualifying dual coverage shall be a maximum of \$682.00.

If during the term of this contract a court of competent jurisdictions issues a final decision that is not appealable determining that any medical benefits in lieu contribution is not subject to FLSA , the parties agree to meet and confer over a medical in lieu contribution.

23.2 Life Insurance

The City shall pay the entire cost of providing each insurable regular, full-time employee with \$30,000 group term life insurance with said policy to include accidental death and dismemberment coverage.

23.3 IRS 125 Plan

The City has an IRS 125 Plan that is available to City Employees. The City agrees to maintain the IRS 125 Plan during the term of the contract in accordance with IRS regulations and as long as the IRS allows for such plan.

SECTION 24. RETIREMENT

24.1 Employees in this unit hired on or before May 31, 2011

- a. 3% at 50 CalPERS Pension Formula. The City amended its contract with the Public Employees' Retirement System (PERS) to include the retirement benefit option of 3% @ 50 in accordance with Government Code § 21362.3 for employees hired on or after November 18, 2000 and on or before May 31, 2011.
- b. Effective January 1, 1986 the City's contract with the Public Employees' Retirement System (PERS) was amended to provide for credit for unused sick leave, as provided for in Government Code Section 20965.
- c. The City implemented the Fourth Tier of the 59 Survivor Benefit with CalPERS.

d. Payment of Employees' PERS Contributions

Effective July 1, 1996, the City converted the employer-paid employee 9% P.E.R.S. contribution to salary and employees in the bargaining unit began paying their own P.E.R.S. contribution.

Additionally, the City implemented Internal Revenue Code Section 414 (h) (2) which allows all employees in the bargaining unit to defer paying taxes on their contribution to P.E.R.S. (9%) until retirement or receipt of a lump sum payment (refund).

24.2 Employees in this unit hired on or after June 1, 2011 and on or before December 31, 2012.

- a. **3% at 55 CalPERS Pension Formula.** The City has amended its contract with Public Employees Retirement System (PERS) to implement a second tier retirement benefit option of 3% at 55 and average three year compensation formula in accordance with Government Code Section 21362.3 for new hires hired on or after June 30, 2011.

- b. **Employee Share:** The employees in the second tier shall pay the entire employee share (9%) of retirement cost.

24.3 Employees in this unit hired on or after January 1, 2013

- a. **2.7% at 57 CalPERS Pension Formula.** Employees hired on or after January 1, 2013, who have no classic member reciprocity as defined by CalPERS shall be subject to the AB 340 pension formula of 2.7% @ 57.
- b. These employees shall pay 50% of the normal cost rate for the 2.7% @ 57 formula as determined by CalPERS.

24.4 Additional Employee Pickup of Employers Share of Retirement

Effective October 1, 2011, bargaining unit employees began contributing an additional 4% of pensionable compensation towards the employer's share of retirement via a post-tax payroll contribution. Effective January 1, 2013, this contribution will increase to 5.41%. The City and the BFA agreed to a contract amendment with CalPERS allowing the 5.41% to be pre-tax. Pursuant to letter of understanding as referenced in Tentative Agreement dated 9/22/14, the 5.41% will reduce to 1.394% effective November 18, 2020.

24.5 CalPERS Reportability

The parties acknowledge that CalPERS is the only entity by statute that determines the PERSability of any and all pay, incentives, or allowances.

24.6 VantageCare RHA Program

During the term of this contract, in lieu of increasing the City's contribution towards employee healthcare premiums, the City will fund retiree health accounts (RHA) through VantageCare as set forth below:

24.6.1 As soon as administratively possible, the City will implement an RHA program through VantageCare for BFA members.

24.6.2 Effective March 2021, and each March thereafter, the City will contribute \$1,000 to each employee's RHA account.

SECTION 25. GRIEVANCES

25.1 A grievance is any dispute which involves the interpretation or application of any provisions of this Memorandum of Understanding or disciplinary actions.

25.2 Grievances shall be processed in the following manner:

For the purposes of this Section, the term "working days" shall mean those days the City is normally open for business.

25.2.1 The grievance shall be presented in writing either by the employee or by an authorized Association representative to the designated supervisor of the employee within ten (10) working days of the occurrence of the event giving rise to the grievance or within ten (10) working days of the day on which the employee had reason to be aware of the occurrence of the event. However, only in cases where extenuating circumstances exist or for extended leave by the Grievant shall grievances be presented or accepted more than one-hundred eighty (180) calendar days past the occurrence of the event. Grievances which are not presented within these time limits shall be deemed waived and abandoned.

25.2.2 The designated supervisor shall have ten (10) working days from date of receipt of grievance in which to respond. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the employee or by an authorized Association representative within ten (10) working days to the Fire Chief or to such representative as they may designate.

25.2.3 The Fire Chief or a designated representative shall have ten (10) working days from date of receipt of grievance in which to respond. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the employee or by an authorized Association representative to the City Manager or to such representative as they may designate within ten (10) days.

25.2.4 If the parties are unable, within ten (10) working days, to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of two (2) Association representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Association; and two (2) representatives of the City, no more than one (1) of who shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process. No decision of the Adjustment Board shall be final and binding without receiving the affirmative votes of a least three (3) members of the Board.

25.2.5 If an Adjustment Board is unable to arrive at a majority decision, either the Association or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation including preparation and post hearing briefs, if any.

25.2.6 Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto.

25.3 No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in Subsection 25.1.

25.4 Proposals to add to or change this Memorandum of Understanding or written agreement or agenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

25.5 No grievance involving disciplinary action taken against an employee will be entertained unless it is filed in writing with the City Manager within ten (10) working days of the time at which the affected employee was notified of such action.

25.6 All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints which allege that employees are not being compensated in accordance with the provisions of the Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

25.7 All grievances of employees in the Firefighter Representation Unit represented by the Association shall be processed under this Section. As the Civil Service Commission was eliminated in 2017, all grievances and appeals for discharge, demotion, and reduction in pay or suspension shall follow the Grievance Procedure of this MOU.

If the aggrieved employee desires the assistance of a steward as provided in steps 1, 2, 3, or 4 of the grievance procedure, the City shall afford said steward reasonable time off during work hours without loss of compensation or other benefits to investigate and take up said grievance. The grievant and/or the area steward shall obtain the specific approval of the Fire Chief or, in the latter's absence, another authorized Fire Department management official before leaving their duties or work situation or assignment for the purpose of investigating and/or processing a grievance.

SECTION 26. PHYSICAL FITNESS PROGRAM

In order to further the City's effort to improve and maintain employees' health and safety when performing the many physically demanding essential duties required of a Firefighter, the City and the Benicia Firefighters' Association agree to the following:

26.1 The Benicia Firefighters' Association agrees to continue the existing mandatory physical fitness program which affords represented members time on duty for the purpose

of maintaining and increasing each individual's level of fitness.

26.2 The Benicia Firefighters' Association agrees that the City may continue the existing annual testing of individual fitness.

SECTION 27. SEPARABILITY

If any section of this agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other sections of this agreement shall remain in full force and effect for the duration of this agreement. In the event of invalidation of any section, the City and the BFA agree to meet within thirty (30) days for the purpose of renegotiating said section.

SECTION 28. TERM OF AGREEMENT

28.1 The effective date of this agreement shall be upon adoption of the successor agreement by the City Council on its regular agenda and the agreement shall remain in effect until June 20, 2027.

28.2 This agreement shall remain in force after its expiration where negotiations between the City and the BFA have not resulted in a new agreement, until such time as a new agreement is reached by both parties.

28.3 Any benefits in this agreement pertaining to work hours, shifts, or personnel assignments, may be suspended temporarily by the City where a declared emergency exists as defined by the Civil Disaster Emergencies Plan. The City shall have sole power to determine the existence of an emergency and whether benefits will be suspended.

28.4 This Memorandum of Understanding shall be submitted to the City Council for adoption.

SECTION 29. LABOR MANAGEMENT COMMITTEE

The City and BFA have a shared interest in maintaining regular communication, dealing with each other directly, and working together to resolve Departmental issues before those issues escalate. Both the City and BFA recognize a shared commitment to continually work on the issues of trust, respect, and credibility in the "Process" and recognize that these values will foster trust, respect, and credibility among the "participants" individually.

In support of these interests and commitments, representatives from Department management and BFA shall meet regularly to discuss issues of mutual concern within the Department. The parties will endeavor to meet monthly but recognize that scheduling constraints require flexibility in scheduling such meetings.

The Administration and the Union will continue to work together to study the establishment of

placing a new hire firefighter in a non-community college (regional) fire academy in partnership with neighboring fire agencies. Nothing in this language establishes a requirement for funding. The Parties agree to continue to meet-and-confer on a possible side letter regarding Emergency Staffing and OES Overtime during 2026.

**BENICIA FIREFIGHTER'S
ASSOCIATION**

Dustin Anderson, BFA President

Kyle Williams, BFA Vice-President

**Ken Martin
Mastagni Holstedt**

CITY OF BENICIA

Mario Giuliani, City Manager

Kim Imboden, Interim HR Manager

**Mark Wilson
Burke Williams & Sorensen**

APPROVED AS TO FORM BY

**City Attorney: _____
Ben Stock, Burke Williams & Sorensen**

TEMPORARY LIGHT DUTY

I. OBJECTIVE

The Light Duty Program is designed to restore to productive status as soon as possible, employees who are recovering from an injury or illness until such time as possible they can resume the full work requirements of their position.

II. PURPOSE

To provide, where appropriate, for the return to work as soon as possible of both industrially and non-industrially injured and/or ill employees.

To provide a safe and cost effective system of utilizing personnel resources.

To limit and control the nature of duties assigned to personnel with known physical limitations so that productive assignments can be performed by the employee without fear of aggravating the disability.

To maintain an orderly procedure for monitoring employees on light duty assignments. Employees entitlement or denial to benefits under this program shall be in compliance with California Workers' Compensation Law where applicable.

III. SCOPE

1. Non-Industrial Injury or Illness

An employee on non-industrial sick leave will not be required by the City to return to work in a light duty capacity prior to being released by their physician for the performance of duties. However, the City will entertain requests from employees suffering from non-industrial related injuries or illnesses who have been off work for at least ten (10) shifts, to return to light duty in the event that they wish to avoid exhausting all of their sick leave or in those cases where all remaining sick leave has been used. The Fire Chief may waive the requirement of a ten (10) shift waiting period when warranted in their discretion. In any case, the employee must provide a written Doctor's release authorizing light duty work.

Employees that have received medical clearance to return to work on "light/modified duty" may take up to seven calendar days from the date they are cleared to return to work to make arrangements to return to work provided those days are taken as vacation or comp time and unpaid if no vacation or comp time leave balances exists.

2. Industrial Injury or Illness

An employee disabled as the result of an industrial injury or illness may be required by the City as a condition of continued employment to return to work in a light duty status if their physician releases the employee for the performance of light duty work. Such employees released for light duty work shall provide the Personnel Officer with a written light duty release from the doctor promptly upon receiving same. Such light duty assignment shall continue until the physician releases the employee for full duty.

The City reserves the right to exercise its prerogative to protect itself against excessive future liability and insurance risk, and the employee against further aggravation and/or injury. Therefore, light duty assignments will be evaluated and assigned on a case-by-case basis.

IV. PROCEDURE

1. Upon receiving notice of the release of a temporarily disabled employee for light duty work, a determination will be made by the Personnel Officer on the appropriateness of assigning light duty to the injured employee. Such determination shall take into account the opinion and recommendation of the disabled employees treating physician or health care provider. The employee must provide the physician's (or other health care providers) medical release form specifying all work limitations.
2. If the above determination results in a finding that the employee is able to return to a light duty assignment, the Personnel Officer will consult in advance with the Department Head about the availability of a light duty assignment for the employee.
3. If it is determined that the employee can be temporarily assigned to light duty (within the division of original assignment), the employee will be returned to light duty work.
4. Particular duty assignments will be based on the department needs and priorities, individual capabilities, physical limitations and estimated duration of illness/injury.
5. Work requirements, including the number of hours worked and/or shifts and classifications, may be varied to meet the objectives of this program; provided, however, that such schedules shall not exceed the standard straight-time hourly work week.
6. If no light duty work is available within the limitations set by the physician, the employee will remain on a "no work" status and continue to receive those benefits for which they are eligible.

Light duty assignments may continue until such time as the disabled employee is given a full and complete medical release to resume normal work activities.

Employees that have received medical clearance to return to work on "light/modified duty" may take up to seven calendar days from the date they are cleared to return to work to make arrangements to return to work provided those days are taken as vacation or comp time and unpaid if no vacation or comp time leave balances exists.

V. COMPENSATION

When performing light duty work assignments in accordance with this section, employee shall receive their normal salary and benefits for their regular classification of employment.

Employees assigned to light duty work assignments shall not be required to perform the duties of a higher paid classification.

At such time as an industrially injured employee is assigned to light duty pursuant to the provisions of this policy, the employee will no longer be entitled to Section 4850, temporary disability benefits.

ATTACHMENT B – Salary Schedule

ATTACHMENT B – Salary Schedule

Classification Title	Effective Date 1½ COLA	Step 1	Step 2	Step 3	Step 4	Step 5
FIRE CAPTAIN	7/21/2021	\$8,819.54	\$9,260.52	\$9,723.54	\$10,209.73	\$10,720.21
FIRE ENGINEER	7/21/2021	\$8,017.67	\$8,418.55	\$8,839.48	\$9,281.46	\$9,745.53
FIRE LIEUTENANT	7/21/2021	\$8,418.55	\$8,839.48	\$9,281.46	\$9,745.53	\$10,232.80
FIREFIGHTER	7/21/2021	\$6,936.56	\$7,283.38	\$7,647.55	\$8,029.93	\$8,431.43
PARAMEDIC FIREFIGHTER	7/21/2021	\$7,631.34	\$8,012.91	\$8,413.55	\$8,834.24	\$9,275.94

Classification Title	Effective Date 3½ COLA	Step 1	Step 2	Step 3	Step 4	Step 5
FIRE CAPTAIN	6/21/2022	\$9,084.13	\$9,538.34	\$10,015.25	\$10,516.02	\$11,041.82
FIRE ENGINEER	6/21/2022	\$8,258.20	\$8,671.11	\$9,104.67	\$9,559.90	\$10,037.90
FIRE LIEUTENANT	6/21/2022	\$8,671.11	\$9,104.66	\$9,559.89	\$10,037.89	\$10,539.78
FIREFIGHTER	6/21/2022	\$7,144.66	\$7,501.89	\$7,876.98	\$8,270.83	\$8,684.37
PARAMEDIC FIREFIGHTER	6/21/2022	\$7,860.28	\$8,253.29	\$8,665.96	\$9,099.26	\$9,554.22

Classification Title	Effective Date 3½ COLA	Step 1	Step 2	Step 3	Step 4	Step 5
FIRE CAPTAIN	6/21/2023	\$9,356.65	\$9,824.49	\$10,315.71	\$10,831.50	\$11,373.07
FIRE ENGINEER	6/21/2023	\$8,505.95	\$8,931.25	\$9,377.81	\$9,846.70	\$10,339.03
FIRE LIEUTENANT	6/21/2023	\$8,931.24	\$9,377.80	\$9,846.69	\$10,339.03	\$10,855.98
FIREFIGHTER	6/21/2023	\$7,358.99	\$7,726.94	\$8,113.29	\$8,518.96	\$8,944.90
PARAMEDIC FIREFIGHTER	6/21/2023	\$8,096.09	\$8,500.89	\$8,925.94	\$9,372.23	\$9,840.84

Classification Title	Effective Date 3½ COLA	Step 1	Step 2	Step 3	Step 4	Step 5
FIRE CAPTAIN	6/21/2024	\$9,637.35	\$10,119.22	\$10,625.18	\$11,156.44	\$11,714.26
FIRE ENGINEER	6/21/2024	\$8,761.13	\$9,199.18	\$9,659.14	\$10,142.10	\$10,649.20
FIRE LIEUTENANT	6/21/2024	\$9,199.18	\$9,659.14	\$10,142.09	\$10,649.20	\$11,181.66
FIREFIGHTER	6/21/2024	\$7,579.76	\$7,958.75	\$8,356.69	\$8,774.52	\$9,213.25
PARAMEDIC FIREFIGHTER	6/21/2024	\$8,338.97	\$8,755.92	\$9,193.71	\$9,653.40	\$10,136.07

Classification Title	Effective Date 5½ COLA	Step 1	Step 2	Step 3	Step 4	Step 5
FIRE CAPTAIN	6/21/2025	\$10,119.22	\$10,625.18	\$11,156.44	\$11,714.26	\$12,299.98
FIRE ENGINEER	6/21/2025	\$9,199.18	\$9,659.14	\$10,142.10	\$10,649.20	\$11,181.66
FIRE LIEUTENANT	6/21/2025	\$9,659.14	\$10,142.09	\$10,649.20	\$11,181.66	\$11,740.74
FIREFIGHTER	6/21/2025	\$7,958.75	\$8,356.69	\$8,774.52	\$9,213.25	\$9,673.91
PARAMEDIC FIREFIGHTER	6/21/2025	\$8,755.92	\$9,193.71	\$9,653.40	\$10,136.07	\$10,642.67

The above numbers represent the approximate numbers and may vary by a penny or two in the actual payroll system.

ATTACHMENT C – Status Quo

June 12, 2015

Ken Akins
University Research Associates

Todd Matthews
BFA President

RE: PERS Cost Share of Employer Rate for BFA

During negotiations in fall of 2014 for the successor MOU between the City of Benicia and Benicia Firefighters' Association (BFA), subsequently approved for the period of July 1, 2014 – June 30, 2016, the parties discussed the employee's cost sharing of the employer rate of CalPERS. The following language, as it appears in the tentative agreement dated 9/22/14 and approved by the City and BFA, and subsequently approved by Council on October 7, 2014, serves to document the understanding of the parties.

In 2012, the City and the Benicia Firefighters Association (BFA) negotiated a cost sharing agreement whereby bargaining unit members would pay a portion of the City contribution towards CalPERS retirement benefits (Employee-paid City contribution). At that time, the BFA understood that, pursuant to the enclosed letter from CalPERS dated June 1, 2011, the Employee-paid City contribution would be reduced from 5.41% to 1.394% effective November 18, 2020. However, because of the amendments to Section 20516 of the California Government Code occasioned by the passage of the Public Employee's Pension Reform Act (PEPRA), the reduction was no longer required at the time the employees voted to accept the Employee-paid City contribution and the City's contract with CalPERS does not reflect any reduction in that contribution 2020.

By this letter, the parties confirm their mutual understanding and intent that the Employee-paid City contribution will be reduced from 5.41% to 1.394% effective November 18, 2020. The parties recognize that this understanding may need to be reflected in the language of the MOU and through a further contract amendment with CalPERS in 2020.

For the BFA:

Ken Akins

Todd Matthews

For the City:

Charles Sakai, RSHS

Anne Cardwell,
Assistant City Manager

Kim Imboden
Sr. HR Analyst

****signed copy of this letter is contained in the 2014 – 2016. Th side letter will remain in effect for the 2021 – 2026 MOU unless otherwise agreed to by BFA/City.**

Status quo for 2019-2021 MOU and 2021-2026 MOU

Side letters attached to MOU

CalPERS cost share of Employer Rate (June 2015)
 MUNIS - switching pay period for conversion (enclosed for historical reference)
 SAFER Grant Lieutenants (March 2020)
 Interim Division Chief (updated Dec 2021)
 COVID (updated April 2022)

HISTORICAL INFORMATION FROM PRIOR BFA MOU'S

Below is a listing of some, but not all, historical information that BFA has requested to keep as an attachment to the MOU for reference purposes only. The information below is not part of the current MOU and the below provisions are no longer in effect. The information is listed for historical purposes only and there is no commitment to keep this historical reference attached to the MOU beyond 2026.

Salary Administration:

15.1 Salaries

~~Effective September 1, 2019, a three and one half percent (3.5%) increase to all salary ranges in this unit.~~

~~Effective July 1, 2020, a three and one half percent (3.5%) increase to all salary ranges in this unit.~~

Holiday:

~~Effective the first full pay period in July 2017, 0.5% of base salary wages shall be paid towards holiday pay.~~

~~Effective the first full pay period in July 2018, an additional 0.75% of base salary wages shall be paid for a total of 1.25% towards holiday pay.~~

Compaction:

~~A compaction study was conducted and the parties met and conferred on the results. The parties reached an agreement and effective January 1, 2018, the salary range for the position of Firefighter Engineer was increased by 2.5%. Effective July 1, 2018, the salary range for the position of Firefighter Engineer was increased by an additional 2.5%. The salary for Fire Captain was also be adjusted to maintain the 10% differential pursuant to Section 15.2.4 of the MOU.~~

Vantage Care:

~~24.6.2 — Effective March 2020, the City deposited \$500 per employee into their RHA accounts.~~

Education Pay:

~~19.1 — Employees who were employed by the City on June 30, 1989 shall continue to receive educational incentive pay in accordance with the provisions of Section 19.1 of the 1987-1989 Benicia Firefighters' Association Memorandum of Understanding. The City agrees to pay employees represented by the BFA, two and one half percent (2-1/2%) over their base salary for completion of thirty (30) units of approved college/university courses from an accredited college/university, and seven and one half percent (7-1/2%) over their base salary for attainment of approved Associates or Bachelors Degree.~~

CITY OF BENICIA

COMPENSATION AND BENEFIT PLAN

for

UNREPRESENTED
MANAGEMENT EMPLOYEES

Adopted by City Council: Reso 25-18.

Revised 11/17/25.

*** PU refers to payroll unit. Section 2 of Agreement outlines classifications in each payroll unit.*

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<u>1. Non-Safety:</u> job class series beginning with C100 payroll unit (PU) 300 Accounting Manager Assistant Finance Director Budget Manager Building Official City Engineer Deputy Community Development Director/Building Official Deputy Public Works Director – City Engineer Deputy Public Works Director – Operations Deputy Public Works Director – Utilities Economic Development Manager I / II Human Resources Manager Information Technology Manager Librarian I Librarian II Library Manager Parks and Community Services Superintendent Planning Manager Principal Civil Engineer Principal Planner Project Manager Public Works Maintenance Superintendent Senior Librarian Wastewater Plant Superintendent Water Plant Superintendent	<u>2. Safety Fire:</u> job class series beginning with D100 payroll unit (PU) 350 Division Fire Chief <u>3. Safety Police:</u> job class series beginning with K100 payroll unit (PU) 700 Deputy Police Chief Police Captain Police Lieutenant
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SECTION 3 NON-DISCRIMINATION

Discrimination or harassment based on an individual's protected classification is prohibited. "Protected Classifications" include but are not limited to race, color, ancestry, national origin, religion, creed, age (40 and over), disability, sex, gender identity, sexual orientation, medical condition, genetic information, marital status, military or veteran status.

SECTION 4 SALARIES

4.1 Longevity Pay

All employees covered by this agreement will receive longevity pay in accordance with the following schedule.

<u>Full-Time Service:</u>	<u>Longevity Pay (non-cumulative):</u>
5 Years	2.5%
10 Years	3.75%
15 Years	6%
20 Years	7.25%
25 Years	8.5%

This benefit shall not compound, nor be compounded by any other additional compensation. Longevity increases will take effect in the pay period following completion of years of service.

4.2 Uniform Allowance

The City agrees to provide a uniform allowance of \$75.00 per month to Fire Safety Mid Manager employees (PU 350). The City agrees to provide a uniform allowance of \$100.00 per month to the Police Safety Mid Manager (PU 700) employees and Safety Senior Manager employees (PU 450).

4.3 Acting / Out of Class / Interim Pay

Senior Managers (PU 400 and 450), at the sole discretion of the City Manager, or designee, may receive Acting Pay of at least 5% of base salary when the employee is asked, and accepts, working in the capacity of a higher job class that is equal to or greater than fourteen (14) consecutive calendar days.

Middle Managers (PU 300,350,700), at the discretion of the department head or City Manager, may receive Acting Pay of at least 5% of base salary when the employee is asked, and accepts, working in the capacity of a higher job class that is equal to or greater than ten (10) consecutive business days.

Payment of Acting Pay is calculated on the basic rate (i.e. salary table rate) and does not include longevity pay or other special compensation. Most acting pay is not reportable to CalPERS as special compensation and will only be reported to CalPERS if permitted by CalPERS pursuant to law.

SECTION 5 SALARY SETTING FORMAT

When appropriate, the City shall conduct salary and/or benefit surveys in order to develop a

composite total. The following agencies have been used for the purpose of salary surveys for benchmarked positions in the recent past:

Cities: Brentwood, Davis, El Cerrito, Fairfield, Folsom, Napa, Pinole, Pleasant Hill, Richmond, San Pablo, Vacaville, Vallejo

Counties*: Contra Costa and Napa

Special Districts*: Central Contra Costa Sanitary District, Contra Costa Fire District, Contra Costa Water District, East Bay Municipal Utility District

*Counties and Special Districts may be used for certain library, utility, and fire positions. Common elements of a salary and benefits survey include but are not limited to: Top Step Salary, PERS pick-up (EPMC), Maximum Healthcare, Vehicle Allowance/Vehicle Usage, Deferred Compensation, Retirement Health Contributions/After Retirement Health Payments, Incentive Pays, leave accruals and cashouts.

SECTION 6 DEFERRED COMPENSATION

6.1 401a plan

Employees may voluntarily participate in the 401a deferred compensation program. Employees are given a one-time election upon hire and their election is irrevocable unless otherwise permitted by law. Employees must sign a form upon hire to confirm whether they wish to participate in or decline the 401a program.

Employees who elect to participate in the 401a deferred compensation program will participate as follows:

Classification / Payroll Unit (PU)*	City Contribution	Employee Required Contribution
Mid Manager Non-Safety (PU 300) Mid Manager Fire Safety (PU 350) Mid Manager Police Safety (PU 700)	2.5%	2%
Senior Manager Non-Safety (PU400) Senior Manager Safety (PU 450)	5%	One-time (1x) election upon hire between 1% to 10%
*Pursuant to law, employees who are promoted from Mid Manager to Senior Manager are not permitted to change their 401a. The City's contribution will increase but the employee's contribution will remain at 2%		

6.2 457b plan

Employees may voluntarily participate in the 457b deferred compensation program by electing a monthly payroll deduction to be placed in the City administered deferred compensation

program. Any monies deposited would become tax deferred and would be subject to income taxation in the year they are withdrawn from the deferred compensation program. The City does not provide an employer contribution to the 457b deferred compensation plan for employees hired after 1999.

6.3 Retiree Health Savings Account

Employees will participate in a retiree health savings account through annual leave cashouts. See the leave section of this agreement for specific provisions.

For Senior Managers (PU 400 and 450), the City will contribute the equivalent of two percent (2%) of their salary schedule rate of pay and longevity, if applicable, into a retiree health savings account on a monthly basis, as soon as administratively possible, retroactive to the pay period beginning June 21, 2024.

SECTION 7 HOLIDAYS

7.1 Authorized Holidays

The City recognizes the following paid holidays, listed in calendar order: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day (3rd Monday in February), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve.

It is the intent of this agreement that most Non-Safety employees, and the Police Chief and Fire Chief shall receive the above paid holidays regardless of their assigned work week. When a holiday falls on a Saturday, the preceding Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When a Non-Safety employee is required to work on a holiday, another day may be selected in lieu of the holiday with the consent of the City Manager.

Two December closure floating holidays will be provided to be used only during the period of December 26 –December 30 each year if required by the City to participate in a December closure. Employees normally scheduled to work and who are on shift during the December closure will receive up to two (2) floating holidays to use by the end of the fiscal year.

The City agrees to a holiday closure in 2026. Employees scheduled to be off for a 9/80 on Friday December 18th, 2026, will instead work on December 18th and will take Monday, December 21st as their alternate 9/80 day.

For city hall and most other offices, the December closure will begin on Monday December 21st, and offices will reopen on Monday, January 6th. In addition to the 2 closure days conveyed in Section 14. above, the city agrees to include 2 additional closure days for 2026. Most employees will use their closure days on December 22, 23, 28, and 29.

Holiday closure days are not considered a holiday for scheduling, overtime, or call back purposes. They are similar to other non-workdays such as 9/80 days or weekend days.

7.2 Work Performed on Holidays – Safety Mid Manager Employees

Police Mid Manager (PU 700): Police Mid Manager employees are scheduled to work on the aforementioned holidays as a matter of health and safety of the community. In lieu of the aforementioned holidays, the City agrees to pay Police Mid Manager employees one and one-twelfth (1-1/12) days' straight-time pay per month, which, for payroll purposes, currently equates to five percent (5%).

Fire Mid Manager (PU 350): Fire Mid Manager employees are scheduled to work on the aforementioned holidays, pursuant to their 48/96 shift schedule, as a matter of health and safety of the community. In lieu of the aforementioned holidays, the City agrees to pay Fire Mid Manager employees a Holiday Pay of five percent (5%) of their base pay each pay period. For FY2026-2027, employees will be granted four (4) floating holidays to use during the fiscal year. These hours have no cash value and are not carried over into the next fiscal year. These floating holidays will be credited to the personal leave balance.

For purposes of this section 7.2, base pay is salary step, longevity, and education pay, if applicable.

SECTION 8 LEAVES

8.1 Vacation

Employees covered by this agreement shall accumulate vacation time in accordance with the schedule below. A 'week' is defined as 40 hours irrespective of the schedule an employee works, such as a 9/80. For Fire Safety Mid Manager employees assigned to a 56-hour work week, a 'week' is defined as 56 hours.

Years of Service	Annual Weeks	Hours accrued per pay period	
		Fire Mid Manager employees (PU 350) assigned to 56-hour work week	All other employees
0 through completion of 6 years	3 weeks	14 hours	10 hours
7 through completion of 14 years	4 weeks	16.7 hours	13.3 hours
15 through completion of 20 years	5 weeks	23.33 hours	16.6 hours
21 years and over	6 weeks	28.0 hours	20 hours

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An employee may take vacation at times approved by their manager. It is the policy of the City that employees take their normal vacation each year. Although vacation time may be taken in increments of four hours, at least one week of annual vacation should be taken as five consecutive days. However, an employee may take less than a normal vacation in one year and carry the balance over to the next year.

Upon separation of employment, 100% of unused, accumulated vacation leave shall be paid.

For Senior Manager employees (PU 400 and 450), the City Manager may approve an employee moving to a higher level of vacation or advancing to the next level on an accelerated basis, based on their prior years of service in local government in their respective profession.

8.2 Annual Vacation Cashout and Conversion

- a. Non-Safety Mid Managers (PU 300) and Fire Safety Mid Managers (PU 350): Employees are required to participate in the VantageCare Retiree Health Savings Program. As of October 20th of each year, vacation time in excess of 200 hours shall be automatically cashed out as part of the November paycheck and the monies invested in the VantageCare Retiree Health Savings Account (RHS).
- b. Police Safety Mid Managers (PU 700): As of October 20th of each year, employees with vacation time in excess of 200 hours shall be automatically required to pay down all hours in excess of the 200-hour limit as a mandatory cashout paid to the employee as part of the November 30th paycheck.
- c. Senior Managers (PU 400, 450): As of October 20th, employees with vacation time in excess of 200 hours shall be automatically required to pay down all hours in excess of the 200-hour limit as a mandatory cashout paid to the employee as part of the November 30th paycheck.

8.3 Sick Leave

Most employees will earn 8 hours of sick leave per pay period (Fire Mid Manager employees assigned to the 56 hour per week schedule will earn 24 hours of sick leave per pay period.) Employees who are not paid for the full pay period shall receive a pro-rated accrual of sick leave.

Sick leave may be used for time off that qualifies under State and Federal laws as sick leave. Sick leave with pay shall not be granted for any injury attributable to an outside occupation for which workers' compensation benefits are available and engagement therein has not been authorized by the City Manager.

Employees may participate in the City's Sick Leave Bank that has been established in accordance with City Policy & Procedure #5 – Supplemental Sick Leave Policy.

8.4 Annual Sick Leave Conversion and Cashouts

- a. Non-Safety Mid Managers (PU 300) and Fire Safety Mid Managers (PU 350): Employees are required to participate in the VantageCare Retiree Health Savings Account (RHS). Under this plan, the City shall contribute to the individual employee's retiree health savings account an amount equivalent to:

1-10 Years	25% of Annual Unused Sick Leave Accrual
11-15 Years	40% of Annual Unused Sick Leave Accrual
16-19 Years	60% of Annual Unused Sick Leave Accrual
20-24 Years	80% of Annual Unused Sick Leave Accrual
25 Years or more	100% of Annual Unused Sick Leave Accrual

These hours will be subtracted from the employee's sick leave balance at the time of the annual cashout and deposited into the VantageCare Retiree Health Savings Account (RHS) with the November paycheck.

For an employee to receive the 40% or greater amounts, they must maintain 500 hours of accrued sick leave in their city sick leave account. If they fall below 500 hours, the City will revert to the contribution amount equivalent to 25% of the employee's annual unused sick leave accrual until such time as the employee has again accrued 500 hours. The 500 hours must be in the employee's individual account on the pay period ending October 20th of each year to receive these greater amounts.

For safety employees assigned to a 56-hour work week, the hourly rate for sick leave cash out will be based on a 56-hour work week.

- b. Police Safety Mid Managers (PU 700): Employees are required to participate in the VantageCare Retiree Health Savings Account (RHS). Under this plan, the City shall contribute to the individual employee's retiree health savings account an amount equivalent to the annual accrued but unused sick leave:

5-10 Years	25% of Annual but Unused Sick Leave Accrual
11-15 Years	40% of Annual but Unused Sick Leave Accrual
16-19 Years	60% of Annual but Unused Sick Leave Accrual
20-24 Years	80% of Annual but Unused Sick Leave Accrual
25 Years or more	100% of Annual but Unused Sick Leave Accrual

These hours will be subtracted from the employee sick leave balance at the time of conversion.

Conversion at Retirement:

Sick Leave Conversion – Police Safety Mid Manager (PU 700) Employees only: The City agrees to convert 25% of the employee's accrued balance of sick leave upon retirement (service or disability) to cash, payable to the retiring employee, provided they have at least twelve (12) years' service. In no case shall such payment exceed one month's salary for the incumbent.

- c. Senior Managers (PU 400 and 450): Employees will be allowed to sell back annual sick leave hours at the following rates:

0 to 10 years of service	=	up to 50% of Annual Sick Leave Accrual
10 to 20 years of service	=	up to 75% of Annual Sick Leave Accrual
20 years or more of service	=	up to 100% of Annual Sick Leave Accrual

Employees will need to notify payroll by the beginning of November of each year if they wish to cash out sick leave. These hours will be subtracted from the employee's sick leave balance at the time of cashout as part of the November 30th paycheck.

In addition, upon service retirement, an employee may cash out up to 100% of unused sick leave (not to exceed 500 hours). In the event of separation from employment other than for service retirement, this provision is not applicable.

8.5 Personal Leave Days

Each employee shall be credited with two (2) Personal Leave days on July 1st of each year. The two days represent sixteen (16) hours for all employees. Personal Leave may be taken at any time during the fiscal year with the approval of the Department Head and should be used by June 20th of the following year as Personal Leave may not be accumulated and carried forward to the next fiscal year.

8.6 Administrative Leave

In recognition of the extended hours required of management employees, including attendance at meetings outside of normal working hours, administrative leave is accrued and used as follows:

Mid Managers (PU 300, 350, and 700): Each Mid Manager employee receives eleven (11) days of Administrative Leave annually. For accrual purposes, a day is defined as 8 hours; for fire safety employees assigned to a 56-hour work week, a day will be 11.2 hours. Employees are eligible to cash out up to 5 days per year.

Senior Managers (PU 400 and 450): Each Senior Manager employee receives twenty (20) days of Administrative Leave annually. For accrual purposes, a day is defined as 8 hours. Administrative Leave is to be taken in increments of one hour or more. Employees are eligible to cash out up to 80 hours per year.

In June of each year, employees may elect to convert unused Administrative Leave into cash as outlined above. Payment for cash conversion shall be made in the June 30th paycheck. Administrative Leave should be converted to cash payment in the June 30th paycheck or used by June 20th (last day of pay period) of each year. No Administrative Leave hours will be carried over into the next fiscal year.

Upon termination of employment an employee will be entitled to up to half of their annual accrued administrative leave.

For the June 21, 2026 – June 20, 2027 fiscal year, employees will receive an additional three (3) days of administrative leave. These three days can be used, cashed out in June 2027, or cashed out upon separation.

8.7 Bereavement Leave

All employees are permitted five (5) days of unpaid bereavement leave upon the death of any family member listed in Section 12945.2 of the Government Code. In case of death in the immediate family (as defined below), an employee shall be granted five (5) days of paid bereavement leave per occurrence.

The paid bereavement leave runs concurrently with the five (5)-day unpaid bereavement leave. However, the leave days need not be consecutive. Additional time off for this purpose must be vacation, compensatory time, Administrative Leave, or unpaid leave. Bereavement leave must be approved by the Department Head.

For the purposes of this section, “immediate family” means mother, stepmother, mother-in-law, father, stepfather, father-in-law, husband, wife, domestic partner as defined by the State of California, son, stepson, daughter, stepdaughter, brother, brother-in-law, sister, sister-in-law, foster parent, foster child, grandparents, and any individual to whom an employee is serving in Loco Parentis.

Bereavement Leave that doesn’t qualify under the State of California Bereavement Guidelines may be granted to an employee to attend the funeral of a person other than a member of the employee's immediate family, chargeable to compensatory time, or vacation leave.

8.8 Paid Industrial Leave (PIA)

a. Non-Safety Employees:

The City agrees that each full-time Non-Safety employee shall be granted Paid Industrial Accident (PIA) leave if the claim is approved by the State Workers' Compensation Board, with the City paying full base salary during such leave. PIA shall begin on the first day of said industrial accident and shall extend for a maximum of one year. During such leave the City shall receive all State Workers' Compensation benefits. When an employee is on PIA neither vacation or sick leave is charged, nor is vacation or sick leave accrued. CalPERS regulations do not permit the reporting of PIA as reportable compensation.

b. Safety Employees

Safety employees shall be governed by Section 4850 of the Workers' Compensation Act.

8.9 Jury Duty

Employees shall be granted a leave of absence with full pay for jury service, an appearance required of the employee as a witness, or attendance in court proceedings resulting from the employee's official duties. Any compensation received by the employee for such service shall be remitted to the City.

8.10 Leave of Absence

Upon written request by the employee, the City Manager may approve, in writing, a leave of absence, without pay, for a period up to but not exceeding six (6) months. The City Council may approve such a leave of absence without pay for a period not exceeding one (1) year.

SECTION 9 HEALTH AND MEDICAL INSURANCES

SECTION 10 LIFE INSURANCE

The City shall pay the entire cost of providing each insurable regular, full-time employee, or full-time equivalent employee working reduced hours under City Policy #14 with life insurance to include accidental death and dismemberment coverage. Policy levels are listed below:

Classifications	Policy Level
Mid Managers (PU 300, 350, 700)	\$30,000
Senior Managers (PU 400 and 450)	\$100,000

SECTION 11 RETIREMENT – California Public Employee's Retirement System (CalPERS)

1. MISCELLANEOUS (NON-SAFETY) EMPLOYEES

Classic First and Second Tiers

A. Classic First Tier: Miscellaneous Employees in this unit originally hired on or before September 30, 2012: 2.7% at 55 CalPERS Pension Formula.

1. For employees hired on or before September 30, 2012, the City shall provide the 2.7% at 55 Local Miscellaneous Members Retirement Program. The City's contract with the Public Employees' Retirement System (PERS) for the 2.7% @ 55 formula also provides the following additional benefits:
 - One year final average compensation benefit as outlined in Government

Code.

- The City implemented the third Tier of the 59 Survivor Benefit with CalPERS upon amendment of the PERS contract.
- Credit for unused Sick Leave as provided for in Government Code.

B. Classic Second Tier: Miscellaneous Employees in this unit hired on or after October 1, 2012, and considered a classic member as defined by PERS: 2% at 60 CalPERS Pension Formula.

1. For employees hired on or after October 1, 2012, and are considered a classic member as defined by CalPERS, the City shall provide the 2.0% at 60 Local Miscellaneous Members Retirement Program. The City's contract with the Public Employees' Retirement System (PERS) for the 2.0% @ 55 formula also provides the following additional benefits:
 - Three-year final average highest compensation benefit as outlined in Government Code.
 - The City implemented the third Tier of the 59 Survivor Benefit with CalPERS upon amendment of the PERS contract.
 - Credit for unused Sick Leave as provided for in Gov. Code.
2. Employee Contributions:
Employees shall pay their member rate of 7% (2% at 60) or 8.0% (2.7% at 55) of pensionable compensation towards the member rate of PERS via a pre-tax payroll contribution. Such contributions shall be treated as pre-tax as long as allowable by the IRS.

C. Miscellaneous Employees in this unit hired on or after January 1, 2013/ PEPRA Reform.

1. 2.0% at 62 CalPERS Pension Formula/ PEPRA: Pursuant to changes mandated by PEPRA, all employees who are not considered classic members as defined by CalPERS are under the CalPERS 2.0% @ 62 pension formula. The City shall comply with all PEPRA laws for new hires after January 1, 2013, or non-classic members as defined by CalPERS.
2. Employee Contributions:
Employees are required by CalPERS per PEPRA regulations to contribute 50% of the normal cost rate as determined annually by CalPERS via pay roll deduction.

2. SAFETY EMPLOYEES

A. Employees in this unit hired on or before May 31, 2011.

1. 3% at 50 CalPERS Pension Formula: The City agreed to amend its contract with the Public Employees' Retirement System (PERS) to include the retirement benefit option of 3% @ 50 in accordance with Government Code § 21362.3. This

benefit became effective on November 18, 2000, following the final amendment process and approval by PERS.

The City's 3% at 50 contract with the Public Employees' Retirement System (PERS) provides the following additional benefits:

- One year final compensation average as outlined in Government Code.
- Fourth Tier of the 59 Survivor Benefit
- Credit for unused Sick Leave as provided for in Government Code.

2. Employee Contributions:

Employees pay their full 9% member rate.

B. Employees in this unit hired on or after June 1, 2011, and on or before December 31, 2012.

1. 3% at 55 CalPERS Pension Formula Retirement Reform: The Safety employees in this unit agreed to the implementation of a new, less costly, CalPERS 2nd tier pension formula effective June 1, 2011.

- The City's 3% at 50 contract with the Public Employees' Retirement System (PERS) provides the following additional benefits:
Three-year final compensation average as outlined in Government Code 21362.3.
- Fourth Tier of the 59 Survivor Benefit
- Credit for unused Sick Leave as provided for in Government Code.

2. Employee Contributions:

Employees pay their full 9% member rate.

C. Employees in this unit hired on or after January 1, 2013/ PEPRA Reform

1. 2.7% at 57 CalPERS Pension Formula PEPRA: Pursuant to changes mandated by PEPRA, all safety employees who are not considered classic members as defined by CalPERS are under the CalPERS 2.7% @ 57 pension formula. The City will comply with all PEPRA laws for new hires after January 1, 2013, or non-classic members as defined by CalPERS.

2. Contributions:

- Employee Contribution: Employees are required by CalPERS per PEPRA regulations to contribute 50% of the normal cost rate as determined annually by CalPERS via pay roll deduction.
- Additional employee contribution in addition to C.2.a above.

Employees will pay their full member rate of CalPERS on a pre-tax basis pursuant to the 414(h) resolution previously adopted.

Employee Cost Share of Employer Rate – Police Sworn Safety Only:

Effective November 1, 2011, pursuant to the 2011 CalPERS Contract Amendment, sworn police employees began contributing 5.336% of pensionable compensation towards the employer's share of retirement via a pre-tax payroll contribution. Effective November 2020, this cost-share amount decreased to 1.394%.

CalPERS is the entity, by statute, that determines the reportability of any and all pay, incentives or allowances.

SECTION 12 EDUCATIONAL BENEFITS

A. Conferences and Professional Workshops:

In order to promote continued development of professional skills, knowledge, and abilities among managers, the City Manager may grant time for educational leave. Such leave may be received in order to attend professional, technical, or managerial workshops, conferences, conventions, seminars, or related activities.

All such requests for educational leave shall be submitted in writing to the employee's manager with adequate justification. The amount of leave granted shall be at the discretion of the manager, subject to City Manager approval. Educational leave while attending conferences will not be charged to any other leave account.

The costs for attendance at these activities, including travel, per diem, registration, tuition, books and course materials, or other reasonable costs, are considered legitimate City expenditures when provided for in the department's annual City budget and approved by the City Manager.

B. Educational Reimbursement Program

An Educational Reimbursement Program is hereby established to encourage employees to continue their professional and career development by enrolling in job related university/college level courses during their off-duty time. The City agrees to pay up to \$3,000 during each fiscal year toward the cost of books and tuition for courses of study undertaken by employees pursuant to this program, provided such courses and institutions have been approved by the employee's manager prior to registering for the courses. This section does not apply to the Police Lieutenant or Deputy Police Chief.

Requests for participation in the Educational Reimbursement Program shall be submitted in writing to the Department Head with adequate justification, prior to April 1 of each fiscal year. Approval of requests received after April 1 of each fiscal year will be subject to budget funds available.

C. Educational Incentive Stipend (Police Lieutenants, Deputy Police Chief, and Senior Managers Only):

1. Police Lieutenants and Deputy Police Chief: Effective December 21, 2024, upon submittal (i.e. not retroactive), employees who possess or attain a bachelor's degree (BS/BA) or a master's degree in an approved major from an accredited institution, are eligible to receive an educational incentive stipend of \$250.00 per month. This provision of \$250.00 per month will go into effect the pay period upon council adoption of this agreement.
2. Senior Managers: Effective June 21, 2024, upon submittal (i.e. not retroactive), employees who possess or attain a master's degree (bachelor's degree does not qualify) in an approved major from an accredited institution, are eligible to receive educational incentive stipend of \$250.00 per month.
3. Flood Plan Certificate Pay (Mid-Managers PU 300):
The City is required to have, or obtain the services of, a FEMA Flood Plain Manager. This role can be filled by either an existing employee or by utilizing consultants. The City recognizes the benefits of having this role performed by City employees and, therefore, up to three (3) employees who obtain and maintain the FEMA Flood Plain Manager Certification will receive a seven and one-half percent (7.5%) non-Persable specialty assignment pay. Certification Pay must be approved by the City Manager.

SECTION 13 VOLUNTARY SEPARATION NOTICE

For Mid-Managers, it is requested that employees give at least fourteen (14) days' notice prior to voluntary separation. For Senior Managers it is requested that employees give at least thirty (30) days' notice prior to voluntary separation. The employee shall be paid any accrued vacation and administrative leave at the time of separation.

SECTION 14 SEVERANCE FOR AT-WILL (I.E. NON-CIVIL SERVICE) POSITIONS

In order to foster a sense of job security within a professional climate, employees who receive no protection from the City's Civil Service System shall be entitled to severance pay when they are discharged from City service after the successful completion of one year of service. This severance pay is in addition to any accrued vacation and administrative leave, at the time of termination. These provisions do not apply to any employee who is not at-will and receives protection from the Civil Service System or is discharged for reasons listed in Government Code Section 19572, or to any employee who voluntarily resigns from City service.

Middle Management Employees: Severance pay shall be calculated at the rate of two weeks' pay for each year of service, or major fraction thereof, up to a maximum of fourteen (14) weeks.

Senior Management Employees: Severance pay shall be calculated at the rates below:

<u>Length of City Service</u>	<u>Severance Pay Entitlement</u>
1 to 4 years	9 weeks base salary

After 4 years

12 weeks base salary

5 years or more

12 weeks + one additional week of base salary for each year of service, up to a maximum of 18 weeks. After 5 years of service, the Police Chief will receive 24 weeks.

SECTION 15 CALIFORNIA MUTUAL AID ASSIGNMENTS AND OVERTIME (Applies to Police and Fire Safety Only)

City of Benicia Police Management Employees Side Letter Agreement

This Side Letter of Agreement is entered into this 15th day of August, 2020, between the Benicia Police Management Employees and the City of Benicia, and shall serve as an amendment to the Police Management Employees MOU. The parties agree that:

E. California Mutual Aid Assignments (Safety Members)

Recognizing the benefit derived from maintaining advanced Emergency Incident Management experience and acknowledging that the first priority is the current needs of the Department, Police Captains and Police Lieutenants, as approved by the Chief of Police may accept assignments through the California Emergency Management Agency (California EMA) as governed by the California Fire Assistance Agreement (CFAA) and the Law Enforcement Mutual Aid Plan.

Whenever a Police Captain and/or Police Lieutenant is assigned to an EMA assignment and the City is entitled to full cost reimbursement as contracted in the CFAA, the following shall apply:

1. If an EMA incident coincides with regularly scheduled workday, the Police Captain and/or Police Lieutenant shall be credited with having worked their regular shift for the City on that day.
2. Assigned hours outside of regularly scheduled hours shall be compensated at 1.5x the regular rate of pay. Police Captains and/or Police Lieutenants shall receive compensation for such hours worked during the following circumstances:
 - Police Captains and/or Police Lieutenants who are assigned to an incident for 12 hours or more, to be consistent with the "Portal-to-Portal" provision of the CFAA.

F. Mobile Field Force Assignments

Whenever a Police Captain and/or Police Lieutenant is assigned to a Mobile Field Force assignment the following shall apply:

1. If a Mobile Field Force assignment coincides with regularly scheduled workday, the Police Captain and/or Police Lieutenant shall be credited with having worked their regular shift for the City on that day.
2. Assigned hours outside of regularly scheduled hours shall be compensated at 1.5x the regular rate of pay.

Police Management Employees
HUMAN RESOURCES DEPT.

Date:

9/10/2020

Signature

City Manager

Date: 9/10/20

SEP 10 2020

CITY OF BENICIA

PROCESSED BY HR DEPT.

3000 1500 2000 2500 3000

City of Benicia Mid-Manager's Group Side Letter of Agreement

This Side Letter of Agreement is entered into this 13th day of December, 2020, between the Benicia Mid-Manager's Group and the City of Benicia, and shall serve as an amendment to the Mid-Manager's MOU. The parties agree that:

Additional Duty Assignments (Safety Members)

Recognizing the benefit derived from maintaining advanced Emergency Incident Management experience and acknowledging that the first priority is the current needs of the Department; Chief Officers, as approved by the Fire Chief, while away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response, the City of Benicia will compensate the Chief Officers as follows:

1. *If an incident coincides with the regularly scheduled workday, the Chief Officer shall be credited with having worked their regular shift for the City on that day.*
2. *Assigned hours outside of regularly scheduled hours shall be compensated with the following calculation: Average Actual Rate X Hours assigned X 1.5. Chief Officers shall receive compensation for such hours worked during the following circumstances:*
 - a. *Chief Officers who are assigned to an incident for 12 hours or more.*
 - b. *When a Chief Officer is providing the Duty Officer vacancy created by another Chief Officer who is assigned to an incident.*
3. *Any time a Chief Officer is assigned to an incident, the off-duty Chief Officers shall have the first right of refusal to provide the Duty Officer coverage under this provision. If no off-duty Chief Officer chooses to provide the Duty Officer coverage, the opportunity to cover the Duty Officer position shall go to employees approved to work as an Acting Battalion Chief.*

X 
 Ted Mahgari
 Mid-Manager Group Representative

X 
 Erik Usher
 Acting City Manager

A. Station coverage – Pilot Program – Effective October 21, 2021

Recognizing that when a Fire Division Chief (FDC) is off, whether planned or unplanned, another FDC is usually required to come in and work for station coverage during this time. FDC's will be permitted to receive 1.5 times their straight time hourly rate for certain shift coverage, subject to approval by the Fire Chief.

- a. Planned/Scheduled Time Off (such as vacation, personal, and administrative leave)
 - i. The Fire Chief may authorize overtime to backfill up to 228 hours off, per FDC, per fiscal year.
- b. Unplanned Time Off (such as sick leave, bereavement leave, jury duty)
 - i. The Fire Chief may authorize overtime to backfill up to 144 hours of unplanned time off per FDC, per fiscal year.

Overtime for Section XIV (B) (a) (b) requires approval from the Fire Chief. Scheduling and assignment of overtime falls within the discretion of the Fire Chief. Tracking of the amount of hours worked in an overtime status will be required. It is up to the FDC to track these hours and provide updated reports to the Fire Chief, at least monthly with the submission of their monthly timesheets.

Section XIV (B) (a) (b) is approved as a pilot program for the term of this MOU, and will sunset on June 30, 2024 if all parties do not agree to continue the program.

The hourly salary rate paid for hours worked for the purpose of contractual overtime (such as overtime that is worked based on a reimbursement agreement with an outside agency) shall include base salary (i.e salary schedule) and any applicable incentives that would fall into the regular rate of pay.

SECTION 16 MISCELLANEOUS PROVISIONS

1. Senior Managers (PU 400 and 450): Calculations for leave accruals and leave cashout provisions, longevity eligibility, and severance allowance are based on total years of public service in a public agency.
2. Pool Access (New Pilot Program)

To promote employee health and wellness, employees will be granted free access to the City Pool for recreation and lap swimming. This pilot program will sunset at the end of the MOU term unless both parties agree to continue the program.

SECTION 17 SEPARABILITY OF PROVISIONS

In the event that any provision of this Agreement is declared by a court of competent jurisdiction to be unenforceable or illegal, that provision shall be null and void, but such nullification shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect.

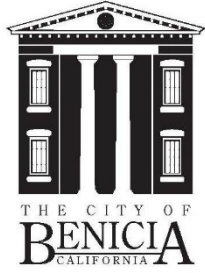
SECTION 18 DURATION OF AGREEMENT

The terms of this agreement shall remain in effect from the date of the Council Adoption of until otherwise amended and approved by City Council. The City Manager shall have authority to make technical updates to the Agreement. Prior agreements were approved by Resolution 24-85.

Revision Notes:

11/17/25. K. Imboden updated to correct the typo in section 8.2b (first sentence) from 360 to 200.

August 2026, updated for medical, admin, and 2026 December closure.



AGENDA ITEM
CITY COUNCIL MEETING DATE – SEPTEMBER 1, 2026
BUSINESS ITEM

TO : City Council

FROM : City Manager

SUBJECT : **AMENDING CHAPTER 12.41 TO APPLY FISHING RESTRICTIONS TO THE BENICIA MARINA BOAT LAUNCH FLOAT**

EXECUTIVE SUMMARY:

The City Council will consider amending Chapter 12.41 of the Benicia Municipal Code to prohibit fishing from the Benicia Marina boat launch float. The change was requested by residents and would make the fishing rules consistent at the Benicia Marina and Ninth Street boat launch facilities.

RECOMMENDATION:

Move to waive the first reading and introduce an ordinance (Attachment 1) of the City Council amending Chapter 12.41 of the Benicia Municipal Code to prohibit fishing from the Benicia Marina boat launch float.

BUDGET INFORMATION:

The proposed ordinance is not expected to have a significant fiscal impact. Minor costs associated with signage and public outreach can be absorbed within existing resources.

BACKGROUND:

Chapter 12.41 currently prohibits fishing from the launch float at the Ninth Street Boat Launch Facility, but the same restriction does not apply at the Benicia Marina. Residents and boat owners have reported conflicts when fishing activity blocks areas needed to launch, retrieve, load, and unload boats.

At the request of residents, the proposed ordinance would apply the same fishing restriction at both boat launch facilities. Benicia Harbor Corporation has received approval from the San Francisco Bay Conservation and Development Commission to prohibit fishing from the Marina launch float. Fishing would continue to be allowed at other locations where it is permitted.

NEXT STEPS:

If the ordinance is adopted, staff will coordinate with Benicia Harbor Corporation to install signs and notify Marina users before the ordinance takes effect.

ALTERNATIVE ACTIONS:

The City Council may decline to introduce the ordinance or provide alternative direction to staff.

CEQA Analysis	The ordinance is exempt from the California Environmental Quality Act because it does not qualify as a project and will not result in a direct or reasonably foreseeable indirect physical change in the environment. (CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3).)
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ATTACHMENT:

1. Ordinance Amending Chapter 12.41 of the Benicia Municipal Code

For more information contact: Mario Giuliani, City Manager

E-mail: MGiuliani@ci.benicia.ca.us

CITY OF BENICIA ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING CHAPTERS IN TITLE 12.41 (USE OF NINTH STREET BOAT LAUNCH FACILITY FLOATS) OF TITLE 12 (STREETS, SIDEWALKS, AND PUBLIC PLACES) TO EXPAND LOCATION PARAMETERS TO THE BENICIA MARINA BOAT LAUNCH FACILITY.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BENICIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 12.41 (Use of Ninth Street Boat Launch Facility Floats) of Title 12 (Streets, Sidewalks, and Public Places) of the Benicia Municipal Code is hereby amended to modify the following:

Chapter 12.41 (USE OF NINTH STREET BOAT LAUNCH FACILITY FLOATS AND THE BENICIA MARINA BOAT LAUNCH FACILITY FLOATS)

SECTION 2. Section 12.41.010 (Launch float docking - Restricted.) of Chapter 12.41 (Use of Ninth Street Boat Launch Facility Floats) of Title 12 (Streets, Sidewalks, and Public Places) of the Benicia Municipal Code is hereby amended to modify the following:

§ 12.41.010 ~~Launch float docking – Restricted.~~Definitions.

“Benicia Marina boat launch facility” refers to the Benicia Marina boat launch facility located at 266 East B Street, Benicia, California 94510.

“Ninth Street boat launch facility” refers to the Ninth Street boat launch facility located at West 9th Street, Benicia, California 94510.

SECTION 3. Section 12.41.020 (Fishing from launch floats prohibited.) of Chapter 12.41 (Use of Ninth Street Boat Launch Facility Floats) of Title 12 (Streets, Sidewalks, and Public Places) of the Benicia Municipal Code is hereby amended to modify the following:

§ 12.41.020 ~~Launch float docking - Restricted.~~Fishing from launch floats prohibited.
~~No persons shall fish on or from the boat launch floats at the Ninth Street boat launch facility in the city.~~

~~(Ord. 92-10 N.S. § 1, 1992)~~

No persons shall moor, dock, or secure in any manner any vessel or personal watercraft capable of being used as a means of transportation on water, for purposes other than the launching or retrieving of the vessel or watercraft at, to, or on the boat launch floats at the Ninth Street boat launch facility in the city, unless otherwise authorized by a city official or peace officer.

SECTION 4. Chapter 12.41 (Use of Ninth Street Boat Launch Facility Floats) of Title 12 (Streets, Sidewalks, and Public Places) of the Benicia Municipal Code is hereby amended to add Section 12.41.030 (Fishing from launch floats prohibited.) as the following:

§ 12.41.030 Fishing from launch floats prohibited.

No persons shall fish on or from the boat launch floats at the Ninth Street boat launch facility or the Benicia Marina boat launch facility in the city.

SECTION 5. CEQA. The City of Benicia finds that this ordinance is exempt from the California Environmental Quality Act (“CEQA”) because the ordinance does not qualify as a project and will not result in a direct or reasonably foreseeable indirect physical change in the environment. (CEQA Guidelines, §§15060, subds. (c)(2), (c)(3), 15061, subd. (b)(3).)

SECTION 6. Severability. If any section, subsection, phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

SECTION 7. Publication. The City Clerk is hereby ordered and directed to certify the passage of this Ordinance by the City Council of the City of Benicia, California and cause the same to be published in accordance with State law.

SECTION 8. Effective Date. This Ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and posted as required by law.

On motion of Council Member _____, seconded by Council Member _____, the foregoing ordinance was introduced at a regular meeting of the City Council on the ____ day of _____ 2026, and adopted at a regular meeting of the Council held on the ____ day of _____ 2026, by the following vote:

Ayes:

Noes:

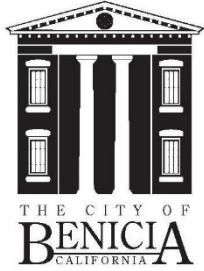
Absent:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



AGENDA ITEM
CITY COUNCIL MEETING DATE – SEPTEMBER 15, 2026
COUNCIL MEMBER COMMITTEE REPORT

TO : City Manager

FROM : City Council

SUBJECT : **AD HOC “ACT” TASK FORCE GROUPS UPDATES**

The ad hoc City Council “ACT” Task Force Groups: Advocacy, Collaboration & Transition solicits feedback and participation from stakeholders as they deem helpful to gather information germane to their purpose, including business owners, employees, labor leaders, community members and governmental and non-governmental organizations.

The second City Council meeting of each month serves as an opportunity for the members of Council to report on the progress of each ad hoc group.

Task Force 1: ADVOCATE for Benicia’s Economy: - Mayor Young

This Task Force:

- Serves as a point of contact and leads efforts to work with State Officials such as the Governor’s Office of Economic Development, the California Energy Commission, elected leaders, labor and business representatives to advocate on behalf of Benicia relating to the potential shutdown of the refinery.
- Gathers information and reports on the economic value of the refining operations to Benicia’s economy, county employment, the States economy as well as the importance the Benicia refinery is to Travis Air Force Base.

Task Force 2: COLLABORATE with Community: Non-Profit Organizations, Sports Groups, Benicia Unified School District, Restaurants & Hotels - Council Member Largaespada

This Task Force:

- Coordinates between the various community groups that receive contributions and support from Valero.
- Understands the economic impact to these groups and facilitate collaboration between groups to maximize resources where possible and generate plans on how to proceed with either less funding or new means of revenue. Similarly, with sports groups, the intent is to quantify the financial contribution made to sports groups and how reduced support from Valero could impact users.

- Coordinates with Benicia Unified School District to analyze the impact on property tax revenue to the District and any other direct revenue loss from Valero's cessation of operations.
- Seeks to quantify the economic impact on hotels and restaurants with Valero's exit. The work of Councilmember Largaespada is to coordinate information, facilitate cooperation of resources between groups where feasible, and develop a plan of action on how to overcome the loss of revenue with Valero's departure.

Task Force 3: COLLABORATE with Benicia Industrial Park (BIP): Existing industrial park businesses, Rose Estates and Port of Benicia - Council Member Birdseye

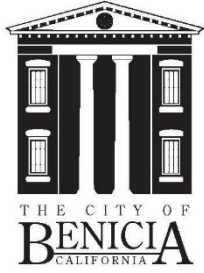
This Task Force:

- Works with impacted BIP businesses; understanding the impact on jobs, lost revenue and impacts on the stream of commerce.
- Coordinates the plans and actions of Rose Estates, the Priority Production Area plan of the Port with redevelopment efforts of the 930 acres of Valero's property with any interested developers.
- There may be an opportunity to synchronize development activity and/or work to incentivize new business development into the BIP including offshore wind manufacturing.

Task Force 4: TRANSITION Prepare for Transition and Redevelopment of Valero's 930 acres: Valero & Signature Development Group - Vice Mayor Macenski & Council Member Scott

This Task Force:

- Collaborates with Valero and Signature Development Group to imagine the possible reuse opportunities for the 930 acres of Valero's property.
- Helps to facilitate stakeholder involvement to solicit public feedback and visioning. Identifies the types of uses, be it residential commercial or industrial and those uses can be best incorporated into Benicia.
- Identifies reports and information that would be helpful to forecast highest and best use for Benicia's economic viability and environmental sustainability.



AGENDA ITEM
CITY COUNCIL MEETING DATE – SEPTEMBER 15, 2026
COUNCIL MEMBER COMMITTEE REPORT

TO : City Council

FROM : City Manager

SUBJECT : **COUNCIL MEMBER COMMITTEE REPORTS**

The outside agency committees on which City of Benicia Council Members serve, are listed below. Please click on the links to view current and past agendas and minutes for all Council Member Committee Reports.

Association of Bay Area Governments (ABAG)

<https://abag.ca.gov/meetings>

Community Action Partnership Solano Joint Powers Authority (CAP Solano JPA)

<http://www.capsolanojpa.org/agendas---minutes.html>

Green Empowerment Zone Board of Directors

<https://www.contracosta.ca.gov/9963/Governing-Board-of-the-Green-Empowerment>

Marin Clean Energy (MCE)

<https://www.mcecleanenergy.org/meeting-archive/>

Solano County Water Agency (SCWA)

<https://www.scwa2.com/governance/board-meetings-agendas-minutes/>

SolTrans Joint Powers Authority

<https://soltrans.org/resources/meetings/>

Solano Transportation Authority (STA)

<https://sta.ca.gov/meetings-agendas/>

Valero Citizens Advisory Committee (CAP)

<https://www.beniciacap.com/>

Contract ID # 27-059

PROFESSIONAL SERVICES AGREEMENT

(\$50,000 OR MORE)

BETWEEN

CITY OF BENICIA AND

TRB + Associates, Inc.

This Professional Services Agreement (the "Agreement") is dated September 15, 2026, and is by and between the City of Benicia, a political subdivision of the State of California ("City") and TRB + Associates, Inc., located at 3180 Crow Canyon Place, Suite 216, San Ramon, California 94583, a California Corporation, licensed to do business in California, ("Consultant") relating to Rose Estates Entitlement Review Support Services ("Services").

Recitals

WHEREAS, City wishes to retain Consultant to provide Rose Estates Entitlement Review Support Services and related services;

WHEREAS, Consultant was selected by means of City's consultant selection process, and represents that they possess all necessary training, licenses and permits to perform the services required by City as set forth in this Agreement, and that their performance of such services will conform to the standard of practice consistent with a firm having experience, expertise and skill in performing professional services of like nature and complexity working on similar, successfully completed projects;

WHEREAS, Government Code section 53060 permit the City to enter into agreements for professional temporary services with individuals specially trained, licensed, experienced and competent to perform those services; and

WHEREAS, the services proposed in this Agreement are professional and temporary in nature.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

1. Agreement

1.1. Definitions

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

- A. **Agreement:** This Agreement consists of this Agreement, together with all exhibits and appendices and other documents incorporated herein by reference.

- B. **Consultant:** TRB + Associates, Inc.
- C. **City:** City of Benicia
- D. **Project:** Rose Estates Entitlement Review Support Services, 27-059
- E. **Services:** All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, building information modeling, coordination, and administrative services. Services that may be required, dependent on Project needs, are further described in the appendices.
- F. **Subconsultants:** Consultant's subconsultants, contractors and subcontractors, of any tier.

1.2. Term of Agreement

- A. This Agreement will conclude on September 14, 2031 unless it is extended in accordance with paragraph B below.
- B. This Agreement may be extended by mutual agreement of the parties hereto. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation.

1.3. Services Consultant Agrees to Perform

- A. Consultant shall perform all Services described in Exhibit A, and provide all Deliverables described in Exhibit A, attached hereto and incorporated by reference as though fully set forth herein.
- B. Consultant may recover compensation for extended services as set forth in Exhibit A, in conformance with the City's Purchasing Policy and Benicia Municipal Code.
- C. Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, Consultant shall apply such additional manpower and resources as necessary without Additional Services Compensation to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement. Excusable Delays include acts of God, acts of the public enemy, and delays beyond Consultant's reasonable control as determined at the sole discretion of City.

1.4. Compensation

- A. City shall compensate Consultant according to the policies and procedures established by City. The opinion of probable cost for the Entitlement Review Phase is \$345,000. Notwithstanding any language in this proposal, Consultant's total compensation under the Agreement shall not exceed \$345,000 without a fully approved and executed contract amendment or change order.

- B. Consultant may request an annual adjustment to its Rate Schedule, effective no earlier than July 1, 2027, in an amount not exceeding five percent (5%) or the February annual change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward area, whichever is lower. Any adjustment must be authorized in writing by the City before becoming effective, shall apply prospectively only, and shall not increase the Agreement's maximum compensation without an approved amendment or change order.
- C. Billing will occur upon completion of work. Payment is expected within 30 days. Consultant has the option to invoice for services or reimbursables no more than once a month. Payment shall be in accordance with the project-specific scope of work for work performed, not a retainer or equal monthly payments. Statement will generally describe the services performed and applicable rate or rates. Statements for reimbursement should include a reasonable itemization of requested compensation.
- D. City shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until City receives all deliverables required under Exhibit A, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then City may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon City. City shall not be liable for, and Consultant shall not be entitled to, any payment for Services performed before this Agreement's execution.
- E. City will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). City will make payment for questioned amount(s) upon City's receipt of any requested documentation verifying the claimed amount(s) and City's determination that the amount is due under the terms of this Agreement. City shall advise Consultant, in writing, within 15 calendar days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of City including, without limitation, Consultant's transmittal of all deliverables to City required by Exhibit A, and Services Consultant Agrees to Perform.
- F. Invoices furnished by Consultant under this Agreement must be in a form acceptable to City. All amounts paid by City to Consultant shall be subject to audit by City. Payment shall be made by City to Consultant at the address stated in Section 1.6, Qualified Personnel below.
- G. City may set off against payments due Consultant under this Agreement any sums that City determines that Consultant owes to City because of their errors, omissions, breaches of this Agreement, delays or other acts that caused City monetary damages. Prior to exercising such right, City must demand and attend mediation pursuant to Disputes: Paragraph C below of this

Agreement, to be attended by City, Consultant, and any applicable insurance carriers; such mediation to occur within 30 calendar days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the City's demand, then the Solano City Superior Court may upon application by any party make such selection for the parties. If a party other than City refuses to mediate under this Compensation: Paragraph E, then City shall have satisfied its obligations under this Paragraph.

1.5. Maximum Costs

- A. City's obligation hereunder shall not at any time exceed the amount approved by City for payment to the Consultant pursuant to the terms of this Agreement.
- B. Except as may be provided by applicable law governing emergency conditions, City has not authorized its City Council, supervisors, employees, officers and agents to request Consultant to perform Services or to provide materials, equipment and supplies that would result in Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the City amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.
- C. City shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, and office equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

1.6. Qualified Personnel

For purposes of this Agreement, except for notices specified under Notices to the Parties below, City and Consultant shall direct all communications to each other as follows:

City:

Stacy Hofacre
 Senior Management Analyst
 City of Benicia
 250 E L Street
 Benicia, CA 94510
 Phone: (707) 746-4239
 Email: shofacre@ci.benicia.ca.us

Consultant:

Todd Bailey
 Principal-in-Charge
 3180 Crow Canyon Place, Suite 216, San Ramon, California 94583
 Phone: 925.866.2633

Email: tbailey@trbplus.com

Services under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, shall be supervised by Consultant.

Consultant agrees that professional personnel assigned to the Project will be those listed in Exhibit A, and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel may in the future cease to be employed by Consultant and because of the termination of such employment no longer able to provide Services. However, Consultant agrees that replacement of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of City, which shall not be unreasonably withheld. Any costs associated with replacement of personnel shall be borne exclusively by Consultant.

Consultant agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant shall not charge City for the cost of training or "bringing up to speed" replacement personnel. City may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Consultant's cost.

1.7. Representations

- A. Consultant represents that it has reviewed Exhibit A, and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule of \$345,000 and within the times specified for each individual Project.
- B. Consultant represents that it is qualified to perform the Services and it possesses, and will continue to possess at its sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has knowledge of, and will comply with, all applicable building codes, laws, regulations and ordinances.
- C. Consultant represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.
- D. The granting of any progress payment by City, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of City or any other governmental entity, shall in no way waive or limit the obligations in this Representations or lessen the liability of Consultant for unsatisfactory Services, including but not limited to cases

where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

1.8. Indemnification and General Liability

- A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless City, its officers, City Council, directors, officials, agents employees, and volunteers(collectively "Indemnitees") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, that arises out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify an Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.
- B. Consultant shall defend (including providing legal counsel reasonably acceptable to City at no cost to City), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by City, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

1.9. Liability of City

- A. Except as provided in Exhibit A, City's obligations under this Agreement shall be limited to the payment of the compensation provided for in Services Consultant Agrees to Perform, Compensation, and Maximum Costs of this Agreement.
- B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.
- C. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by City. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that

Consultant accepts full responsibility for and shall exonerate, indemnify, defend and save harmless City from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, City employees or third parties, or to property belonging to any of the above.

- D. Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Consultant may have under this Agreement or any applicable law. All rights and remedies of City or Consultant, whether under this Agreement or other applicable law, shall be cumulative.

1.10. Independent Contractor; Payment of Taxes and Other Expenses

- A. Consultant shall be deemed at all times to be independent contractors and shall be wholly responsible for the manner in which Consultant perform the Services required by the terms of this Agreement. Consultant shall be fully liable for the acts and omissions of it their Subconsultants, employees and agents.
- B. Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between City and Consultant. Consultant acknowledge that neither they nor any of their employees or agents shall, for any purpose whatsoever, be deemed to be City employees, and shall not be entitled to receive any benefits conferred on City employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- C. Consultant shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.
- D. Consultant shall make its designated representative available as much as reasonably possible to City staff during the City's normal working hours or as otherwise requested by City. Terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Consultant's Services only and not as to the means by which such a result is obtained.

1.11. Insurance

Prior to execution of this Agreement, Consultant shall furnish to City Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in the **Insurance Requirements Section**, which are included and made a part of this Agreement. Consultant shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in the [Insurance Requirements](#). In the event Consultant fails to maintain any required insurance, City may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due Consultant under this Agreement (or Consultant shall promptly reimburse City for such expense).

1.12. Suspension of Services

- A. City may, without cause, order Consultant to suspend, delay or interrupt Services pursuant to this Agreement, in whole or in part, for such periods of time as City may determine in its sole discretion. City shall deliver to Consultant written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an Excusable Delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.
- B. Notwithstanding anything to the contrary contained in this Suspension of Services, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

1.13. Termination of Agreement for Cause

- A. If at any time City believes Consultant may not be adequately performing their obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or that City has provided written notice of observed deficiencies in Consultant's performance, City may request from Consultant prompt written assurances of performance and a written plan, acceptable to City, to correct the observed deficiencies in Consultant's performance ("Cure Plan"). The Cure Plan must include, as applicable, evidence of necessary resources, correction plans, Subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, must meet all applicable requirements and show a realistic and achievable plan to cure the breach. Consultant shall provide such written assurances and Cure Plan within ten (10) calendar days of the date of notice of written request. Consultant acknowledges and agrees that any failure to provide written assurances and Cure Plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.
- B. Consultant shall be in default of this Agreement and City may, in addition to any other legal or equitable remedies available to City, terminate Consultant's right to proceed under the Agreement, in whole or in part, for cause:
 - 1. Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or

2. Should Consultant commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of notice from City to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail themselves of this time period in excess of ten (10) calendar days, Consultant must provide City within the ten (10) calendar day period a written Cure Plan acceptable to City to cure said breach, and then Consultant must diligently commence and continue such cure according to the written Cure Plan); or
 3. Should Consultant violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) calendar days of the date of the notice from City to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail themselves of this time period in excess of ten (10) calendar days, Consultant must provide City within the ten (10) calendar day period a written Cure Plan acceptable to City to cure said breach, and then Consultant must diligently commence and continue such cure according to the written Cure Plan.)
- C. In the event of termination by City as provided herein for cause:
1. City shall compensate Consultant for the value of the Services delivered to City upon termination as determined in accordance with the Agreement, subject to all rights of offset and back charges, but City shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties.
 2. Consultant shall deliver to City possession of all tangible aspects of the Services in their then condition including, but not limited to, all copies (electronic, CAD, and PDF format, and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with a Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.
 3. Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Paragraph shall not be interpreted to diminish any right that City may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate City for all loss, cost, damage, expense, and/or liability suffered by City as a result of such termination and failure to comply with the Agreement, including without limitation City's costs incurred in connection with finding a replacement.

- D. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience pursuant to Termination of Agreement of Convenience below, and Consultant shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

1.14. Termination of Agreement for Convenience

- A. City may terminate performance of the Services under the Agreement in accordance with this Termination of Agreement for Convenience in whole, or from time to time in part, whenever City shall determine that termination is in the City's best interests. Termination shall be effected by City delivering to Consultant, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination ("Notice of Termination") specifying the extent to which performance of the Services under the Agreement is terminated.
- B. After receipt of a Notice of Termination, and except as otherwise directed by City, Consultant shall:
1. Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;
 2. Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;
 3. Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
 4. Assign to City in the manner, at times, and to the extent directed by City, all right, title, and interest of Consultant under orders and subcontracts so terminated. City shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of City to the extent City may require. City's approval or ratification shall be final for purposes of this clause;
 6. Transfer title and possession of Consultant's and their Subconsultants' work product to City, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by City, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination; City acknowledges that said documents were prepared for the purpose of the Project.

7. Complete performance of any part of the Services that were not terminated by the Notice of Termination; and
 8. Take such action as may be necessary, or as City may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which City has or may acquire an interest.
- C. After receiving a Notice of Termination, Consultant shall submit to City a termination claim, in the form and with the certification City prescribes. The claim shall be submitted promptly, but in no event later than three months from the effective date of the termination, unless one or more extensions in writing are granted by City upon Consultant's written request made within such three month period or authorized extension. However, if City determines that facts justify such action, it may receive and act upon any such termination claim at any time after such three-month period or extension. If Consultant fails to submit the termination claim within the time allowed, City may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. City shall then pay to Consultant the amount so determined.
- D. Subject to provisions of Termination of Agreement for Convenience: Paragraph C above, Consultant and City may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Paragraph. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.
- E. If Consultant and City fail, under Termination of Agreement for Convenience: Paragraph D above, to agree on the whole amount to be paid to Consultant because of termination of Services under this Agreement for Convenience: Paragraph E, then Consultant's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of:
1. Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under Exhibit A, Payments to Consultant. Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of ten (10) percent of Consultant's total costs of performing the Services.

2. When, in opinion of City, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable value of Consultant's Services will be the estimated reasonable cost of performing Services in compliance with the requirements of the Agreement, and any excessive actual cost shall be disallowed.
 3. Reasonable cost to Consultant of handling material returned to vendors, delivered to City or otherwise disposed of as directed by City.
- F. Except as provided in this Agreement, in no event shall City be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense that is not reasonable or authorized under Agreement for Convenience: Paragraph E above.
- G. This Paragraph shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Agreement for Convenience: Paragraph B above or costs authorized by City to settle claims from Subconsultants.
- H. In arriving at amounts due Consultant under this Agreement for Convenience, there shall be deducted:
1. All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,
 2. Any substantiated claim that City may have against Consultant in connection with this Agreement, and
 3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Agreement for Convenience, and not otherwise recovered by or credited to City.
- I. If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with City a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement that is not terminated. City may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of City and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit City's rights and remedies pursuant to this Agreement or at law.

1.15. Conflicts of Interest/Other Agreements

- A. Consultant represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, the Conflict of Interest Code, Resolution 06-23, adopted by the City on October 3, 2006, and that it does not know of any facts that constitute a violation of those sections.
- B. Consultant represents that it has completely disclosed to City all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of City, or other officer, agent or employee of City or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by City for cause. Consultant shall comply with the City's conflict of interest codes and their reporting requirements.
- C. Consultant covenants that it presently has no interest, and during the term of this Agreement shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the City that Consultant has no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing the City the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including, but not limited to, any federal or state wildlife, environmental or regulatory agency) that has any interest adverse or potentially adverse to the City, as determined in the reasonable judgment of the City.

1.16. Proprietary or Confidential Information of City; Publicity

- A. Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Consultant agree that all private, confidential, or proprietary information disclosed by City to or discovered by Consultant in the performance of the Services shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the City's interests where such confidential information could be used adversely to the City's interests. Consultant shall notify the City immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with the Services pursuant to this Agreement.
- B. Any publicity or press releases with respect to the Project or Services shall be under the City's sole discretion and control. Consultant shall not discuss the Services, the Project, or matters

pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without City's prior written consent. Consultant shall have the right, however, without City's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

- C. The provisions of this Proprietary of Confidential Information of City; Publicity shall remain fully effective indefinitely after termination of Services to the City hereunder.

1.17. Notices to the Parties

- A. All notices (including requests, demands, approvals or other communications other than ordinary course Project communications) under this Agreement shall be in writing and shall include the word "NOTICE" in the subject line.
- B. Notice shall be sufficiently given for all purposes as follows:
 - 1. When personally delivered to the recipient, notice is effective on delivery.
 - 2. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
 - 3. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
 - 4. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Notice to the Parties.
- C. Any correctly-addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service,
- D. Addresses for the purpose of giving notice are set forth in Qualified Personnel: Paragraph A above. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address or fax number, or both, by giving the other party notice of the change in any manner permitted by this Notice to the Parties.

1.18. Record Keeping and Audit Requirements

- A. Consultant shall keep such full and detailed accounting records as are necessary for proper financial management of the Project. Consultant shall maintain a complete and current set of all books and records relating to the construction of the Project. City shall be entitled, upon forty-eight (48) hour written notice, to inspect all books, records, and accounts kept by Consultant relating to the work contemplated by this Contract. Within 90 calendar days after Final

Completion, Consultant shall deliver to City those records necessary for City to perform a financial audit of the Project ("Final Audit").

- B. Invoice and progress/final reports and all required audit reports shall be submitted to City in a timely manner.
- C. Maintain adequate fiscal and Project books, records, documents, and other evidence pertinent to Consultant's work on the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the financial statement, to the accounting records, and to the supporting documentation. These records shall be maintained for a period of three years after Final Completion of the Project, and shall be subject to examination and/or audit by City or designees, state government auditors or designees.
- D. Make such books, records, supporting documentations, and other evidence available to City or designees, their designated representatives, during the course of the Project and for a period of three years after Final Completion of the Project, and provide suitable facilities for access, monitoring, inspection, and copying thereof. Further, Consultant agrees to include a similar right of City to audit records and interview staff in any subcontract related to the performance of this Contract.

1.19. Subcontracting/Assignment/City Employees

- A. Consultant and City agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the Services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by City in a written instrument executed and approved by the City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Subcontracting/Assignment/City Employees: Paragraph A shall confer no rights on any party and shall be null and void.
- B. Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by City or any department thereof at any time that this Agreement is in effect, and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of City.

1.20. Other Obligations

- A. Discrimination, Equal Employment Opportunity and Business Practices. Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, gender, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and

local laws (including, without limitation, City ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

- B. Drug-Free Workplace Policy. Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents or assigns shall be deemed a material breach of this Agreement.
- C. Compliance with Americans with Disabilities Act and Rehabilitation Act. Consultant acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement. Consultant shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- D. Violation of Non-Discrimination Provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Consultant to penalties, including but not limited to: (a) termination of this Agreement; (b) disqualification of the Consultant from bidding on or being awarded a City contract for a period of up to 3 years; (c) liquidated damages of \$2,500 per violation; and/or (d) imposition of other appropriate contractual and civil remedies and sanctions. To effectuate the provisions of this section, the City shall have the authority to examine Consultant's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Consultant under this Agreement or any other agreement between Consultant and City. Consultant shall report to the City the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 calendar days of such filing, provided that within such 30 days such entity has not notified Consultant that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the

circumstance. Consultant shall provide City with a copy of their response to the complaint when filed.

1.21. Disputes

- A. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Project Manager and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral shall be initiated by written request from either party, and a meeting between the Project Manager and principal of the Consultant shall then take place within five (5) calendar days of the date of the request.
- B. Provided that City continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute. Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement including, but not limited to, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, City may terminate this Agreement for cause as provided herein.
- C. In the event of claims exceeding \$50,000, as a precondition to commencing litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of JAMS (Judicial Arbitration and Mediation Services), in Benicia, California, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Solano City Superior Court from an approved list of JAMS qualified construction mediators. The parties may initially agree to engage in discovery prior to mediation. Should parties proceed with discovery, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 201.9, et seq., and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

1.22. Agreement Made in California; Venue

- A. This Agreement shall be deemed to have been executed in the City of Benicia, County of Solano. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all disputes or litigation arising out of this Agreement shall be in the Superior Court of the County of Solano unless the parties agree otherwise in a written amendment to this Agreement.

1.23. Compliance with Laws

- A. Consultant shall comply with the Standard of Care in the interpretation and application of all applicable laws in the performance of the Services, regardless of whether such laws are

specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over any Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

- B. Consultant represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations and be consistent with the Standard of Care.

1.24. Miscellaneous

- A. All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.
- B. As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by City of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This Miscellaneous: Paragraph B shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause. However, the applicable statutes of repose, California Code of Civil Procedure, Sections 337.1 and 337.15, shall continue to apply.
- C. Any provisions or portion thereof of this Agreement that is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.
- D. Either party's waiver of any breach, or the omission or failure of either party, at any time, to in force in force any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to in force or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

- E. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.
- F. Consultant acknowledges that Consultant, and all Subconsultants hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Subconsultants hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the City, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any Subconsultant hired by Consultant, are not authorized to work in the United States for Consultant or its Subconsultant and/or any other claims based upon alleged RCA violations committed by Consultant or Consultant's Subconsultant(s).

1.25. Entire Agreement; Modifications

- A. The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- B. To the extent this Agreement conflicts with the terms of any proposal, invoice, or other document submitted to or by either party, the terms of this Agreement shall control.
- C. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of City, Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- D. Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require their Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.

- E. Consultant and its Subconsultants shall, upon request by City, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.
- F. Changes in the Services made pursuant to this Entire Agreement; Modifications and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- G. Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of City. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to City, unless otherwise indicated by the context.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated September 15, 2026, by and between TRB + Associates, Inc., hereinafter referred to as "Consultant", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Consultant's Duty to Show Proof of Insurance

Consultant, in order to protect City and its City Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance tracking platform. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to City a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to City prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

2.3. Insurance Requirements: Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

2.4. Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

2.5. Workers' Compensation Insurance

Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

2.6. Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

2.7. Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

2.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

Title: Rose Estates Entitlement Review Support Services

#27-059

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

“TRB + Associates, Inc.”

Signed by:
By: Todd Bailey 8/27/2026
075F0172DECE402...
Todd Bailey
Its: President & Secretary

“City”

By: _____

Its: _____

“City Attorney”

By: _____

Its: City Attorney

Exhibits List

A - Scope of Work

Exhibit A

Scope of Work



August 18, 2026

Attn: Christopher Rose
 Project Manager
 Development Services Department
 City of Benicia
 Via email – CRose@ci.benicia.ca.us

Subject: Proposal to Provide Development Services Department Support Services - Rose Estates Project Entitlement Review [rev. 2]

Dear Mr. Rose:

TRB and Associates, Inc. (TRB) is pleased to submit this Proposal to Provide Entitlement Review Support on the Rose Estates Project to the City of Benicia Development Services Department for consideration. TRB has in place a capable team to assist the City of Benicia on this important assignment. Our proposed project personnel and scope are cited below. We are available to discuss this proposal in more detail at your convenience.

FIRM OVERVIEW AND SERVICE MODEL

In brief, TRB provides Plan Review, Inspection, Delegate Chief Building Official, CASp and related consulting services to municipal building, public works, and fire departments and other divisions of local and state agencies. Our corporation, which comprises of over 80 team members, was established in 2006 and has been a growing business since its founding. We specialize and serve exclusively in the construction codes and standards compliance verification role.

TRB has a comprehensive program to accommodate the requested scope of services. A key element of our approach to this type of engagement is fostering regular open communication between TRB and City staff. Prior to receipt of our first assignment, we would propose to meet with the City to discuss current codes and standards policies, documentation procedures, plan processing protocols, plan review and inspection checklist items, notification protocols, and scheduling.

Throughout our engagement, our company Principal will be working closely with our designated project leads to ensure that all project provisions are met. TRB is committed to maintaining regular communication with City staff to ensure alignment on stakeholder expectations, policies, and technical interpretations; and to enhance our ability to quickly respond to any document review or inspection activity items.

Responsiveness. Providing Quality Work. Industry Investment.

Our company takes great pride in promoting these attributes.

- **Responsiveness.** We understand the work we do entails providing accurate and highly responsive plan review and inspection services, interfacing with project stakeholder and agency staff, and providing clearly documented findings and reports.
- **Providing Quality Work.** Getting the job done right is paramount. Our company invests in training its staff members and employs a rigorous quality control program as part of its service delivery model. Applying this standard of care has resulted in consistent, quality findings.
- **Industry Investment.** Our staff are committed to the industry, as evidenced by their involvement in industry organizations such as ICC, ASCE, AWWA, APWA, SPPWC, ASME, ASSE, and CSI.

Corporate Office

3180 Crow Canyon Place, Ste 216
 San Ramon, CA 94583
 Tel: 925.866.2633

Southern California Office

4182 N Viking Way, Ste 204
 Long Beach, CA 90808
 Tel: 562.566.4144

Silicon Valley Office

1265 El Camino Real, Ste 209
 Santa Clara, CA 95050
 Tel: 408.642.1068

Sacramento Office

3841 N. Freeway Blvd., Ste 135
 Sacramento, CA 95834
 Tel: 916.384.0900

KEY PERSONNEL

TRB has a team with strong qualifications and attentiveness to quality and schedule. Of note, the majority of our proposed key team members proposed are currently or have provided plan review, pre-app review and inspection services support to the City. Assigning staff with this familiarity and significant relevant experience and knowledge will ensure that project deliverables will continue to be completed in a timeframe suitable to the City.

Our team members possess multiple certifications and registrations to assure compliance with all requirements mandated by the State and the City's local ordinances. The following key team members proposed for this project include individuals with a high level of expertise and many years of experience in the application of construction codes and engineering standards. Resumes for each individual are included in **Exhibit A**. Please note that information on the balance of team members may be furnished upon request.

- **Todd Bailey, PE, LEED AP, CASp, MBA | Principal-in-Charge**

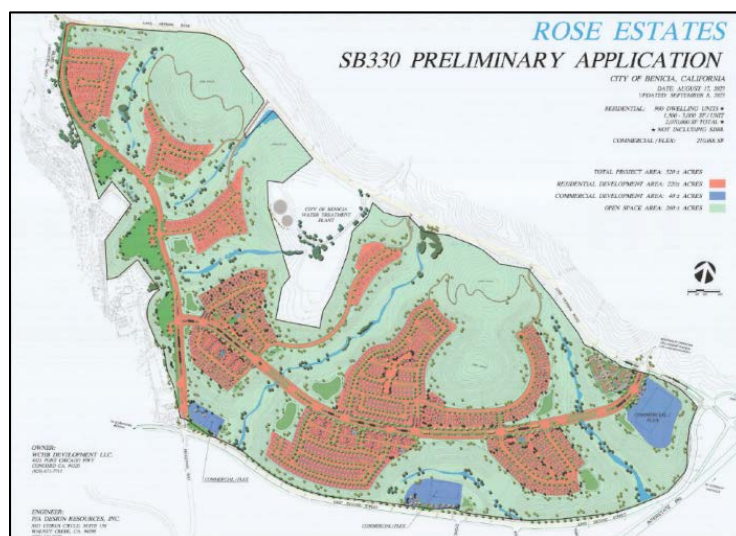
Todd Bailey has 30 years of experience in the industry which includes serving as a Delegate Chief Building Official on large-scale fast-track design build projects in California having a combined valuation of over \$20 billion, on which he was responsible for oversight of Building and Public Works plan review and inspection activities. Todd will work closely with our team to ensure that project goals are met and that findings are communicated in a timely and clear manner.

- **Scott Alman, PE, QSD | Project Lead, Development Engineering Services**

Scott Alman brings 38 years of distinguished experience in public works engineering, with an extensive track record in plan reviews for horizontal public works improvements and infrastructure projects. Throughout his career, he has successfully provided both short- and long-term staff augmentation services—including serving as acting Public Works Director and City Engineer—for numerous public agencies across the region.

- **Petya McInnis, PE, CASp | Technical Lead, Building & Safety Services**

Petya McInnis possesses over 24 years of experience in engineering and construction. She brings expertise in plan review and inspection across residential, commercial, and industrial projects. Formerly a Plan Check Engineer for the City of Fairfield, Petya's proactive approach has led to effective solutions, process improvements, and policy enhancements at the agencies she has served.



SCOPE OF WORK

Project Understanding

Rose Estates is a large mixed-use development proposed on approximately 527 acres in Benicia. The July 2024 tentative map identifies residential neighborhoods, multifamily housing, commercial or flex uses, parks, detention basins, open space, public streets, utilities, and substantial grading. The project also includes multiple existing roadway, utility, water-pipeline, gas-pipeline, drainage, and access easements that may affect the design and sequencing of proposed improvements.

In addition to Building Department, Development Engineering, and Fire Department scope, the project will require coordinated Public Works review because of major grading, slope-stability considerations, utility demands, drainage features, stormwater controls, roadway access, emergency access, and potential off-site improvements. The current geotechnical report identifies undocumented fill, expansive soils, landslide deposits, groundwater, deep cuts and fills, retaining walls, and seismic considerations.

The City's prior review comments identify water supply, fire flow, wastewater capacity, utility coordination, drainage and hydrology, erosion control, traffic analysis, emergency access, public-right-of-way improvements, and easement resolution as principal review subjects.

Because the project materials and land-use assumptions may continue to evolve, TRB will confirm the controlling project description, current plan set, technical studies, and project phasing at the start of each authorized assignment.

Project Management / Coordination

Our approach to this assignment is centered on using experienced staff and fostering open communication between our firm and City staff. We support and promote holding regular communications with all appropriate stakeholders to verify project expectations, deliverables, scheduling, and logistical considerations. Throughout this engagement, we would like to confirm that our key/lead team members will be readily accessible to staff. We understand that maintaining clear communication is essential for helping ensure that decisions are made in a timely manner and that project progress is maintained.

It is understood that team responsiveness and accessibility is essential to this project. On an ongoing basis, we will coordinate with designated staff to confirm the project schedule and deliverables to ensure alignment on timeline and service expectations.

Entitlement Review Scope

TRB understands that the City is seeking Entitlement Review support on the Rose Estates project in Building & Safety, Development Engineering, Public Works, and Fire disciplines. To confirm, we are prepared to review preliminary materials submitted in support of entitlement and California Environmental Quality Act (CEQA) review. Reviews may address the tentative map, preliminary grading and utility plans, transportation studies, drainage and stormwater materials, title documents, geotechnical reports, and agency-coordination materials. Please refer to the following Table for an accounting of projected applicable review items.

The team will review provided documentation for conformance to applicable municipal codes and standards, and will adhere to City-adopted protocols and processes, in support of the development of the final Project Conditions of Approval. As noted earlier, we will coordinate with City staff on a regular basis to ensure alignment on project goals and milestones, and that timelines are met.

It is understood that Water Supply Assessment (WSA) and Wastewater Supply Capacity Study (WWSCS)-related items are not included in the requested scope of work, and that those items will be addressed under a separate arrangement. Additionally, it is presumed that the requested scope of work would encompass only Entitlement Review support, and that Improvement Plan and Final Map Review, Grading Permit Review, Construction Support and Compliance Review, and Final Acceptance and Closeout Review are outside the requested scope of work.

Table 1 - Entitlement Review Items

Purpose: Confirm that the proposed development is technically feasible at a planning level and that public works issues are identified for environmental review, conditions of approval, and subsequent design.

Phase Completion Standard: TRB has sufficient technical information to recommend conditions of approval, mitigation measures, study requirements, public-improvement obligations, and items to be deferred to later phases.

ID	Discipline	Review Item	Technical Review Focus / Closure Documentation	Priority
ENT-01	Administration	Controlling project description	Confirm the land-use program, unit count, nonresidential uses, parks, open space, public improvements, private improvements, and phasing. Reconcile inconsistencies among submitted plans and studies.	Critical
ENT-02	Administration	Entitlement compliance matrix	Identify applicable conditions of approval, mitigation measures, agency requirements, and future permit triggers. Provide a draft conditions and mitigation compliance matrix and an Objective Standards consistency and compliance review as needed.	Critical
ENT-03	Mapping and Title	Existing easements	Identify roadway, utility, pipeline, gas, water, drainage, access, and temporary construction easements affecting the development concept. Review composite easement exhibits and title-exception matrix as needed.	Critical
ENT-04	Mapping and Title	Easement conflicts	Identify proposed improvements that may conflict with existing easements and establish a preliminary resolution strategy. Provide comments related to easement conflict and coordination.	Critical
ENT-05	Rights-of-Way	Dedications and ownership	Define anticipated street rights-of-way, public utility easements, drainage easements, slope easements, emergency-access easements, and maintenance access.	High
ENT-06	Transportation	Transportation impact analysis	Review traffic study, trip generation, distribution, assignment, vehicle miles traveled, traffic operations, queues, safety, emergency access, and mitigation concepts.	Critical
ENT-07	Transportation	Off-site improvements	Review proposed circulation plans, roadways, intersections, access, frontage, pedestrian, bicycle, and transit improvements.	Critical
ENT-08	Fire and Emergency Access	Fire access and fire flow	Confirm emergency access, apparatus circulation, pavement loading, road grades, secondary access, hydrant coverage, and fire-flow feasibility. Review fire-access exhibits, templates, and preliminary fire-flow analysis.	Critical
ENT-09	Dry Utilities	Dry utility-service feasibility	Review preliminary electrical, gas, communications, broadband, undergrounding, and utility-corridor feasibility. Provide utility-provider coordination letters and a preliminary composite utility plan. This review is intended to ensure consistency with City, State, and local Service Provider codes and standards.	High
ENT-10	Wet Utilities	Wet utility-service feasibility	Review preliminary utility distribution systems, mains, laterals, meters, and all associated appurtenances. Includes water lines, sanitary sewer lines, fire water lines, storm drain lines, undergrounding, and utility-corridor feasibility. This review is intended to ensure consistency with the WSA and WWSCS findings, line and appurtenance locations, sizes, unit and material types based on City standards and current engineering practices.	High
ENT-11	Geotechnical	Geotechnical hazards	Review geotechnical geological information, data and designs. Review includes undocumented fill, expansive soils, groundwater, landslides, seismic hazards, and slope stability. Provide geotechnical peer review comments and evaluation of proposed mitigations.	Critical
ENT-12	Grading	Mass-grading feasibility	Review preliminary cut and fill quantities, slope configurations, retaining walls, earthwork balance, construction access, and grading phases.	Critical

ID	Discipline	Review Item	Technical Review Focus / Closure Documentation	Priority
ENT-13	Hydrology and Hydraulics	Drainage feasibility	Review upstream tributary areas, onsite conveyance, detention, treatment, downstream capacity, major-storm overflow, and basin drawdown concepts. Provide a preliminary review of the drainage study, drainage-area exhibits and Flood Zone related elements. Associated Flood Zone elements are also a factor in this review item.	Critical
ENT-14	Stormwater	Stormwater feasibility	Review treatment-control concepts, hydromodification strategy, source controls, and long-term ownership and maintenance approach. Provide a preliminary review of the stormwater-control plan, maintenance concept and Flood Zone related elements.	High
ENT-15	Construction Planning	Construction effects	Review likely/proposed haul routes, staging needs, construction access, wet-weather constraints, erosion-control requirements, and public-facility protection measures. Review all preliminary construction logistics and haul-route exhibits, sequencing of construction activities and work plans.	High
The Below-Noted items are Not Included in the TRB Scope of Work It is understood that these items are part of a separate PSA and are being managed By Public Works, Water Treatment, and Wastewater Treatment groups				
-	Water	Water supply and capacity	Review water supply, domestic demand, irrigation demand, fire flow, storage, pressure zones, and distribution-system capacity. Provide a Water Supply Assessment, preliminary hydraulic analysis, and will-serve documentation.	-
-	Wastewater	Sewer feasibility	Review wastewater generation, collection, conveyance, downstream capacity, treatment capacity, service points, and phasing. Provide a sewer feasibility study and will-serve documentation.	-

PRICING

TRB is proposing to provide the scope of services on Time-and-Materials basis (see enclosed Fee Schedule for applicable rates, included as **Exhibit B**). We will invoice the City on monthly intervals for services provided.

At the request of the Development Services Department, TRB has calculated an Opinion of Probable Cost Estimate for the purpose of establishing a draw down account for the project applicant. This estimate is a target amount only for this phase of work, as scoped in the above section. It shall be understood that this estimate is not a “Not to Exceed” figure and is subject to adjustment based upon costs reasonably born.

- Rose Estates - Entitlement Review Phase**
Opinion of Probable Cost Estimate: \$345,000

TRB is prepared to provide additional cost detail as requested and will coordinate with the City to negotiate in good faith any cost adjustments which may be necessary.

August 18, 2026

City of Benicia

Proposal to Provide Development Services Department Support Services – Rose Estates Project [rev.2]

Entitlement Review

OUR COMMITMENT

With TRB + Associates, the City of Benicia will receive an experienced, local team who takes pride in providing excellent service. We look forward to the opportunity to continue to work with City staff on this assignment. If you have questions or need any additional information, please do not hesitate to contact me by phone at (925) 866-2633 or by email at tbailey@trbplus.com. I look forward to hearing your feedback soon.

Sincerely,

TRB + ASSOCIATES, INC.



Todd Bailey, PE, LEED AP, CASp, MBA
Principal-in-Charge

Enclosures: Exhibit A – Resumes
 Exhibit B – Fee Schedule

Exhibit A

RESUMES

Todd Bailey, PE, LEED AP, CASp, MBA

Principal-In-Charge

Todd Bailey is a registered professional engineer with over 25 years of experience in the Architecture / Engineering / Construction industry encompassing project management, plan review, engineering design, structural and architectural building code interpretation, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building departments and other regulatory authorities to ensure compliance to adopted Building Code Standards and local ordinances.

Todd has provided Building Safety services to over 100 jurisdictions as a consultant and spent three years with the City of Concord performing plan reviews on residential, commercial, and industrial structures. Todd is also approved as a Delegate Chief Building Official for the California Energy Commission responsible for verifying new power project conformance to engineering construction codes on behalf of the Commission.

TRB+

EDUCATION

- Master of Business Administration, *Walter Haas School of Business* University of California Berkeley
- Bachelor of Science, Civil Engineering, *Cum laude* University of California Davis

LICENSES | CERTIFICATION

- Registered Civil Engineer California (#C-56425) Hawaii (#11647)
- ICC Certified Building Plans Examiner
- ICC Certified Commercial Building Inspector
- ICC Certified Commercial Electrical Inspector
- ICC Certified Commercial Plumbing Inspector
- ICC Certified Commercial Mechanical Inspector
- LEED Accredited Professional
- Certified Accessibility Specialist (CASp-229)
- SAP Certified

PROFESSIONAL AFFILIATIONS

- ICC East Bay Chapter Past President
- International Code Council

OTHER

Delegate Chief Building Official for the California Energy Commission

SELECT PROJECT EXPERIENCE

BUILDING SAFETY PLAN REVIEW

- RELATED Santa Clara, Santa Clara, CA
- UC Davis Health Aggie Square Project, Sacramento, CA
- Los Altos Gardens Project, Los Altos, CA
- UC Berkeley Helen Diller Anchor House Project, Berkeley, CA
- Packard Foundation Project, Los Altos, CA
- Sacramento Convention Center Project, Sacramento, CA
- Santa Clara Square Apartments and Parking Structures, Santa Clara, CA
- NASA Moffett Federal Airfield, Historic Building Project, Mountain View, CA
- War Memorial Community Center, Daly City, CA
- Concrete Tilt-Up Shell Building (60,000 sf), Concord, CA
- New Medical Research Facility (44,000 sf.), Walnut Creek, CA
- Major Office Remodel (Three 40,000 s.f. buildings), Pleasant Hill, CA
- Rivertown Apartments, Petaluma, CA
- Palolo Chinese Home, Senior Housing Complex, Honolulu, HI
- Spanos Park West Apartment Complex, Stockton, CA

PROJECT MANAGEMENT / ADMINISTRATION

Have served as Delegate Chief Building Official / Engineering Manager for the California Energy Commission on thirteen natural gas fired power projects and one wind power generation facility in California having a combined valuation of over \$5 billion. Responsible for oversight of plan review tasks and coordination of submittals numbering up into the thousands on these design-build projects.

- Russell City Energy Center Project (600 MW), Hayward, CA
- Mountain View Power Project (1,056 MW), Redlands, CA
- Palomar Energy Center Project (546 MW), Escondido, CA

WORK EXPERIENCE

Principal & Founder, TRB + Associates, Inc. | 2006–Present
 Building & Facilities Code Compliance Services, Bureau Veritas | 2001–2006
 Construction Consulting Services, Deloitte & Touche LLP | 1999–2001
 Permit Center, City of Concord, California | 1996–1999
 Luhdorff & Scalmanini Consulting Engineers | 1993–1996
 Tosco Refining Company | 1991 & 1992

Petya McInnis, PE, CASp

Technical Lead – Building Safety Services



Petya McInnis possesses over 24 years of experience in engineering and construction, encompassing design, plan review, and inspection for residential, commercial, and industrial projects. In her recent role as a Plan Check Engineer for the City of Fairfield, Petya oversaw a wide range of design disciplines for projects of varying sizes and types. Her expertise spanned from simple residential additions to complex commercial and industrial developments. Petya offered invaluable assistance to stakeholders, ensuring compliance with code requirements and providing technical supervision to permit technicians and inspection staff. Her proactive approach extended to assisting Building Inspectors and Officials with code research and interpretation, resulting in effective solutions for challenging construction scenarios. Petya's contributions included recommending and implementing process and policy changes to further the city's objectives. Additionally, she prepared reports and updates for the City Council, ensuring transparency and accountability in project management.

Petya also served as a client liaison for all clients in the Sacramento region and numerous clients in the Bay Area. With exceptional interpersonal skills, high productivity, and a strong work ethic, she consistently delivered top-notch customer service.

As a professional Engineer, Petya holds ICC certification as a Building Plans Examiner and is also a certified access specialist (CASp). Petya's extensive experience and expertise make her a valuable asset to any team. With well-rounded experience in the building industry, she brings a wealth of knowledge and skills to every project she undertakes.

WORK EXPERIENCE

Jurisdictional Services Manager / Lead Plan Review Engineer
TRB and Associates, Inc. | 2024 - Present

- Provides building plans examination for jurisdictions on an as-needed basis. Responsible for providing plan check reviews for residential and commercial structures.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval.
- Performs plan review of light commercial tenant improvements and remodel projects.

Plan Review Manager
Private Consultant | 2022 - 2024

- Oversaw daily activities of all plan review staff in the Sacramento region.
- Provided technical assistance, training, and mentorship for internal and jurisdictional staff.
- Served as a client liaison for all clients in the Sacramento region and several clients in the Bay Area.
- Reviewed all design disciplines for projects of all sizes and types.
- Specialized in the review of large commercial projects, including mixed use multi family, high rise, and podium construction.
- Prepared proposals and time estimates

Sr. Plan Check Engineer
Private Consultant | 2021 - 2022

- Reviewed multi-discipline designs for complex projects across multiple states, specializing in large commercial developments.
- Led pre-submittal meetings to address code compliance, managed the Stanford SLAC plan review contract, and provided staff training and quality oversight.
- Prepared proposals, scopes, and time estimates.

EDUCATION

- MS, Structural Engineering, University of California, Davis
- BS, Civil and Environmental Engineering (Structural Emphasis), California State University, Sacramento
- Graduate Studies toward MS in Structural Engineering (one semester remaining), University of Architecture, Civil Engineering and Geodesy, Sofia, Bulgaria

LICENSES | CERTIFICATION

- Professional Engineer (P.E.)
- Certified Accessibility Specialist (CASp)
- ICC Plans Examiner
- CalOES SAP Evaluator

SKILLS

- Collaborative Team Player
- Detail-Oriented
- Hardworking
- Enthusiastic
- Dependable
- Quick Learner
- Design Standards (ASCE 7, ASCE 41, ACI 318, AISC)
- Structural Analysis
- Finite Element Analysis

COMPUTER SKILLS

- AutoCAD
- LDD
- Civil 3D
- SAP2000
- Navisworks
- ABAQUS
- ANSYS
- MATLAB
- SQL
- C++
- HTML
- JavaScript
- 3ds Max
- SolidWorks
- Adobe Photoshop
- Illustrator
- CorelDRAW
- Adobe Flash

Plan Check Engineer

City of Fairfield, CA | 2014 - 2021

- Responsible for reviewing all design disciplines for projects of various sizes and types in the City of Fairfield.
- Reviewed projects ranging from simple residential additions, alterations, ADUs, and garage conversions to complex commercial and industrial TIs and new developments.
- Assisted designers, contractors, developers, business owners, homeowners, and City staff in applying, understanding, and interpreting applicable code requirements for each project, providing guidance for potential code-compliant solutions.
- Provided technical supervision to permit technicians and inspection staff.
- Assisted Building Inspectors and Building Official with code research and interpretation on difficult or unusual construction situations.
- Recommended and created process and policy changes.
- Prepared reports and City Council updates.

Sr. Structural Engineer

AIR Worldwide, San Francisco, CA | 2011 - 2014

- Served as a Senior Engineer in the Catastrophe Risk Engineering Group.
- Evaluated code compliance of proposed and existing facilities across different countries/regions worldwide.
- Reviewed structural drawings and calculations to identify potential design deficiencies.
- Developed reliable quantitative measures of site-specific natural disaster risk (e.g., seismic, wind, flood, tsunami).
- Created 3D structural models for performance-based evaluations.
- Conducted site inspections and prepared proposals, progress reports, final project reports, and presentations.
- Collaborated closely with national and international government agencies and organizations on disaster risk reduction, mitigation, and response strategies.
- Notable projects included:
 - Seismic Risk Assessment of the Solar Millennium Project at Blythe, CA
 - Hurricane Risk Assessment of Walt Disney World, Orlando, FL (Phase I, IIA, and IIB)
 - Seismic and Wind Risk Assessment of KAUST, Saudi Arabia
 - Real-time Seismic Damage Assessment for the California Earthquake Authority
 - Real-time Hurricane Risk Assessment for DOW Chemical, Freeport, TX
 - Various international multi-phase disaster risk assessment projects in collaboration with the World Bank and the Asian Development Bank.

LANGUAGES

- English
- Bulgarian
- Russian

ADDITIONAL EXPERIENCE

Design Engineer, Mark Thomas & Company, Sacramento, CA | 2008 - 2011

Project Engineer / Project Manager, KHS&S Contractors, Concord, CA | 2005 – 2007

Sr. Production Operator, FedEx Kinko's SF East Bay CPC, Pleasanton, CA | 2004 – 2005



SCOTT D. ALMAN, P.E., QSD

Senior Principal Engineer

EDUCATION

BS, Civil Engineering, California Polytechnic State University-San Luis Obispo

PROFESSIONAL REGISTRATIONS

California Civil Engineer (PE No. 48104)

Qualified Stormwater Pollution Prevention Plan (SWPPP) Developer (QSD)

SPECIAL STUDIES AND COURSES

40-Hour OSHA Hazardous Waste Operations and Emergency Response Training (29 CFR 1910.120)

8-Hour OSHA Hazardous Waste Worker Refresher Training (29 CFR 1910.120)

California Construction General Permit Training

Environmental Remediation

Project Controls

Project Management

Scott Alman brings 38 years of distinguished experience in public works engineering, with an extensive track record in plan reviews for horizontal public works improvements and infrastructure projects. Throughout his career, he has successfully provided both short- and long-term staff augmentation services—including serving as acting Public Works Director and City Engineer—for numerous public agencies across the region.

Scott leads Haley & Aldrich's Municipal Services group, which operates as a complete city engineering department. Under his direction, the group provides a full range of services, including capital improvement programming, encroachment permitting, pavement management and preservation, compliance with the National Pollutant Discharge Elimination System (NPDES), Caltrans Local Assistance, and more.

For the Willow Rock Energy Storage Center opportunity, Scott will serve as the primary point of contact between TRB+ Associates (the prime consultant) and Haley & Aldrich, ensuring seamless communication and coordinated project delivery. His depth of experience and leadership assures practical and effective solutions for complex municipal and infrastructure challenges.

RELEVANT PROJECT EXPERIENCE

City of Newark, \$900,000 Engineering On-Call Contract, Newark, California. Appointed as Acting City Engineer under a major on-call contract, Scott provided technical leadership and comprehensive management for a diverse portfolio of municipal projects. He oversaw removal and replacement of critical city-owned facilities—USTs, fueling stations, and building roofs—ensuring regulatory compliance and operational continuity. Serving as owner's representative, Scott managed delivery for the Newark "Old Town" Revitalization, key railroad safety and grade separation improvements, and centrally coordinated phases of the citywide pavement rehabilitation effort. When the City Engineer position became vacant, Scott stepped in to provide seamless continuity, administering all engineering division operations, managing the encroachment permit and development review programs, and developing Newark's next five-year Capital Improvement Plan and biennial capital budgets.

City of St. Helena, Multi-Year On-Call Engineering Services, St. Helena, California. Serving as trusted advisor under St. Helena's on-call engineering contract, Scott led owner's representative and project management services for a broad array of municipal needs. He managed compliance and reporting for Bell Canyon Dam operations with the California DSOD, coordinated review of all major development plans, and modernized the city's standard plans and details. Notably, Scott directed the replacement of the City's main water supply transmission line and spearheaded a system-

SCOTT D. ALMAN, P.E., QSD

PAGE 2

wide water meter upgrade to AMI cellular read technology—leading a cross-functional team of city staff, vendors, and contractors from initial data collection through procurement, installation, and full billing system conversion. His ability to manage complex projects, deliver regulatory reporting, and foster stakeholder consensus ensured reliable service delivery for residents and City leadership.

City of Dixon, Staff Augmentation and Engineering Program Management, Dixon, California. As contract director of utilities and city engineer for Dixon, Scott provided both technical and operational leadership across City engineering programs. He was directly responsible for the City's encroachment and utility permit program, administration of the Capital Improvement Program and associated budgets, assessment district operations, pavement management, and comprehensive development review. Scott's proactive approach streamlined project delivery and ensured effective interface with City leadership, including regular reporting at Council and executive staff meetings supporting Dixon's ability to keep infrastructure improvement programs on schedule and within budget.

City of Benicia, Staff Augmentation Services, Benicia, California. Scott was appointed the City of Benicia's City Engineer by City Manager. As the City Engineer, Scott worked directly for the Public Works Director and Engineering staff. A recent notable project included East H Street sewer repair.

City of Pittsburg, Staff Augmentation Services, Pittsburg, California. Scott was appointed the City of Benicia's City Engineer by City Manager. As the City Engineer, Scott worked directly for the Public Works Director and Engineering staff. Recent notable projects included Premier Fields Soccer Complex and the Water Treatment Plant Filter Gallery Replacement.

City of Martinez, Staff Augmentation Services, Martinez, California. Scott was appointed the City of Martinez's city engineer by City Council action. As the City Engineer, Scott worked directly for the City Manager, Eric Figueiroa, and was responsible for the City's Encroachment and Utility permit programs, Capital Improvement Program and budgets, assessment district administration and operations, pavement management, Measure M and Measure J funds, and all development review within the City. Scott attended City Council meetings as necessary and attended weekly staff meetings at City Hall.

City of Clayton, Staff Augmentation Services, Clayton, California. Scott was appointed the City of Clayton's City Engineer by City Council action. As the City Engineer, Scott worked directly for the City Manager and was responsible for the City's Encroachment and Utility permit programs, Capital Improvement Program and budgets, assessment district administration and operations, pavement management, and all development review within the City. Scott attended City Council meetings as necessary and attended weekly staff meetings at City Hall.

City of Hercules, Public Works Services, Hercules, California. Scott served as associate engineer for the City where his projects included multiple single-family development projects, two new school sites, and commercial projects such as a new fast-food restaurant. He was responsible for the City's Engineering and Storm Water (NPDES) Divisions. He authored the City's original stormwater program as a member of the Contra Costa Clean Water Program. He managed and implemented the stormwater program including best management practices, funding, and annual reporting. He managed and implemented the annual City-wide Capital Improvement Program including the City's pavement management program. Additionally, Scott was directly responsible for the entitlement, plan and map checking, bonding, and bond release of all development work entitled through the City's processes.

City of Soledad, Staff Augmentation Services, Soledad, California. As contract director of public works/city engineer, Scott was responsible for all aspects of the day-to-day operations of the Public Works/City Engineering Department, including management of the City's Phase II NPDES Program. City's voting member to the Monterey Regional Storm Water Management Program. Day-to-day operations included all plan checking of proposed development to assure that erosion protection was properly implemented and the Grading Ordinance was followed. Field inspection of erosion protection measures to determine that they were properly installed and maintained during the construction of the various development projects.

SCOTT D. ALMAN, P.E., QSD

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City of Monte Sereno, Staff Augmentation Services, Monte Sereno, California. As contract public works director/city engineer, Scott was responsible for all aspects of the day-to-day operations of the Public Works/City Engineering Department, including management of the City's Phase II NPDES Program. City's voting member to the West Valley Clean Water Program. He authored the update of the City's Grading Ordinance to bring it into compliance with the requirements of NPDES and specifically the C.3 regulations as they were implemented. Day-to-day operations included all plan checking of proposed development to assure that erosion protection was properly implemented and the Grading Ordinance was followed. Field inspection of erosion protection measures to determine that they were properly installed and maintained during the construction of the various development projects.

City of Oakland, Special District Assessment Engineering/Special Tax Services (Oakland Army Base Redevelopment) Oakland, California. As project engineer, Scott provided development management services to the City of Oakland and California Capital Group, for the redevelopment of the Oakland Army Base (OARB) Sub-district. With the opening of the new eastern span of the Bay Bridge, the Oakland Army Base has become the gateway to Oakland and the East Bay. He was responsible for examining the 35% and 65% complete infrastructure plans of the entire OARB Sub-district. Challenge/Achievement: Plan examination includes coordinating plans from multiple design firms, each designing separate infrastructure systems. Cross-checks the plans against one another and looks for oversights, particularly where these systems intersect with existing infrastructure beyond the project boundary, this prevents costly changes from becoming necessary during construction.

City of San Ramon, Staff Augmentation Services, San Ramon, California. As contract director of public works/district engineer, Scott provided oversight of the development/entitlement process for the Engineering Department and acted as the City's voting member to the Contra Costa Clean Water Program. During Lennar's Dougherty Valley project, an area that would be annexed to the City upon completion, monitored the County's construction operations to protect the City's interests by verifying that infrastructure was built to City standards.

City of Brisbane, Staff Augmentation Services, Brisbane, California. As contract director of public works/city engineer, Scott was responsible for all day-to-day operations of the Public Works/City Engineering Department. He managed the operations of Public Works/Maintenance crew, domestic water distribution system, entitlement process for the Engineering Department, and the City's Phase II NPDES Program. He served as the City's voting member to the San Mateo County-wide Water Pollution Prevention Program.

Town of Los Gatos, Staff Augmentation Services, Los Gatos, California. As contract town engineer/district engineer Scott managed the Phase II NPDES Program, acted as a voting member to the West Valley Clean Water Program, and authored the grading ordinance update for compliance with NPDES and C.3 regulations. Challenge/Achievement: Due to local topography, drainage from Los Gatos flows into San Jose's storm drain system. Since the two cities have different design standards and differently sized drainpipes, continuously monitored upcoming projects for potential storm drainage issues. When UC Regents developed property in Los Gatos into housing, designed a retention and detention system as part of the entitlement process to prevent flooding into San Jose's system. After the Public Works Director resigned, was requested to fill that position until the permanent replacement was found. Successfully created a central location for all departments for a much more efficient working environment.

City of Riverbank, Staff Augmentation Services, Riverbank, California. As contract community development director, Scott was responsible for all aspects of the day-to-day operations of the Community Development Department, including development review and entitlement process.

City of Galt, Staff Augmentation Services, Galt, California. As contract public works director/city engineer, Scott was responsible for all aspects of the day-to-day operations of the Public Works/City Engineering Department including public works operations. He managed the potable water system, sanitary sewer collection system, City maintenance crews, transportation funding, development entitlement process, and Phase II NPDES Program. He served as the City's voting member to the Sacramento Transportation Authority and the Sacramento Regional Storm Water Management Program. He attended and presented at City Council Meetings, advising the City management team and City Council

SCOTT D. ALMAN, P.E., QSD**PAGE 4**

regarding public works items. Led the downtown revitalization/redevelopment project, performed all entitlement and plan-checking of proposed developments, and ensured erosion protection was properly implemented and the grading ordinance followed.

City of Half Moon Bay, Staff Augmentation Services, Half Moon Bay, California. As contract public works director/city engineer, Scott was responsible for all aspects of the day-to-day operations of the Public Works/City Engineering Department, including management of the City's sanitary sewer collection operations, oversight of the entitlement process for the Engineering Department, and implementation of the City's Phase II NPDES Program. He served as the City's voting member to the San Mateo Countywide Water Pollution Prevention Program.

Exhibit B

HOURLY RATE SCHEDULE

Schedule of Hourly Rates and Reimbursables

The following billing rates apply for services rendered on an hourly basis:

<u>Position</u>	<u>Hourly Rate</u>
Senior Principal	\$330.00 - \$375.00
Principal	\$295.00 - \$330.00
Senior Project Manager	\$265.00 - \$325.00
Project Manager/Building Official	\$225.00 - \$265.00
Assistant Project Manager/Building Official	\$185.00 - \$225.00
Supervising Plan Review Engineer/Architect	\$230.00 - \$255.00
Senior Plan Review Engineer/Architect	\$215.00 - \$230.00
Senior Plans Examiner (Building & Fire)	\$200.00 - \$225.00
Plan Review Engineer/Architect	\$165.00 - \$190.00
Plans Examiner (Building & Fire)	\$145.00 - \$160.00
Supervising Civil Engineer	\$250.00 - \$285.00
Senior Civil Engineer	\$220.00 - \$250.00
Associate Civil Engineer	\$180.00 - \$220.00
Grading/Storm Water Plan Review Engineer	\$195.00 - \$225.00
QSP Storm Water Plan Reviewer	\$185.00 - \$215.00
Geotechnical Engineer	\$295.00 - \$330.00
Engineering Technician	\$110.00 - \$135.00
Fire Protection Engineer	\$225.00 - \$250.00
CASp Certified Examiner	\$185.00 - \$225.00
Grading/Storm Water Plan Review Engineer	\$225.00 - \$240.00
QSP Storm Water Inspector	\$185.00 - \$200.00

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization)
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- All requested inspection and other staff-augmentation services are subject to a minimum 4-hour fee.
- Reimbursement for subconsultants and direct expenses incurred in connection with the work, will be at cost plus 15 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS rate plus 20 percent per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30, 2027 and may be adjusted thereafter to account for CPI changes, as mutually agreed upon.

Contract ID #27-013

CITY OF BENICIA

250 East L Street, Benicia, CA 94510

AGREEMENT FOR PROFESSIONAL SERVICES

(\$50,000 or more)

Beauchaine Consulting Group - Consulting Services (Fiscal Year 2026-2027)

June 10, 2026

1. Agreement

1.1. Identification of Consultant

Name: Beauchaine Consulting Group, LLC

Address: P.O. Box 314, Fortuna, CA 95540

Type of Entity: Limited Liability Company

License Numbers: N/A

1.2. Description of Consultant's Services

Services are as described in Exhibit A Scope of Services.

1.3. Compensation for Consultant's Services

Time and materials, per schedule of rates and charges included in Exhibit B, with a guaranteed not to exceed price of **\$85,000**.

1.4. Schedule for Performing Consultant's Services

Services shall commence and complete by the following dates:

Commencement Date: Wednesday, July 1, 2026

Completion Date: June 30, 2027

1.5. Terms and Conditions

Consultant shall perform the Services identified herein, in accordance with all provisions of this Agreement including Consultant Client Service Engagement Letter, which is attached hereto as Exhibit B. Consultant acknowledges its opportunity to negotiate all provisions of this Agreement.

Title: Beauchaine Consulting Group - Consulting Services (Fiscal Year 2026-2027)
#27-013

1.6. Use Agreement

The Contract ID number (27-013) must appear on all invoices and correspondence. Send invoices to Jeff Tschudi, jtschudi@ci.benicia.ca.us, and include CC to accountspayable@ci.benicia.ca.us, immediately upon performance.

2. **Agreement Terms and Conditions**

2.1. Article 1 - Terms of Performance

This is an Attachment to the Agreement for Professional Services Agreement dated June 10, 2026 ("Agreement") between Owner and Consultant, as described therein, for the provision of professional services ("Services").

1.01 Agreement Force and Effect. The provisions of this Agreement constitute the entire agreement between the Consultant and Owner regarding the Services, shall supersede all other prior purchase orders/agreements between Consultant and Owner with respect to the Services, and shall control over any inconsistent provisions in any Consultant-prepared exhibits hereto. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this Agreement. Owner is not responsible for Services rendered without the authority of an Agreement on this form.

1.02 Performance of Services. Consultant represents that it possesses the requisite training, licenses and permits necessary to perform the Services, and that its performance of the Services shall conform to the standard of practice of a professional having specific experience and expertise in professional services of like nature and complexity of the Services.

1.03 Progress and Coordination. Upon Owner's request, Consultant shall provide Owner with progress submittals showing status of Services, at times and increments as Owner may reasonably request, and shall provide Owner with a progress schedule for performance of the Services, at times and in a level of detail as Owner may reasonably request. Consultant shall coordinate with Owner and authorities with jurisdiction as necessary to perform the Services. Time is of the essence in the performance of the Services.

1.04 Plans, Specifications, Reports, Deliverables. Work product under this Agreement shall be professional in appearance, comply with the requirements of this Agreement and with design criteria established by Owner, applicable laws and codes, and with all applicable professional standards. Services shall meet this standard within the agreed compensation and schedule; services necessary to correct work product, errors or omissions in work product, shall not entitle Consultant to an increase in compensation.

1.05 No Waivers. The granting of any payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall not limit or waive Consultant's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way limit or modify that party's right thereafter to enforce or compel strict compliance with every provision hereof.

1.06 Modifications. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Consultant. Consultant's authorized representative is the individual signing this Agreement unless Consultant otherwise informs Owner in writing.

1.07 Payment Requests. Consultant shall submit all billings with all necessary invoices, time records, deliverables, or other appropriate evidence of performance, after which Owner shall make payment at the earliest practicable time. If requested by Owner to facilitate the payment process and track progress, Consultant shall provide Owner with an itemization of its compensation according to a Work Breakdown Structure ("WBS") in a form Owner supplies or approves (at Owner's option), that defines all Agreement tasks (Consultant's and Subconsultants'), along with a project schedule defining the time line for each task, a project budget defining the planned man-hours and costs for each task, and a schedule of deliverables defining each deliverable to be provided to Owner.

1.07.001 Standard Payment Terms. Billing will occur upon completion of work. Payment is expected within 30 days. Consultant has the option to invoice for services or reimbursables no more than once per week. Payment shall be in accordance with the project-specific scope of work for work performed, not a retainer or equal monthly payments. Statement will generally describe the services performed and applicable rate or rates. Statements for reimbursement should include a reasonable itemization of requested compensation.

1.08 Scope of Compensation. Agreed method of compensation shall be full compensation for all Services required, performed or accepted under this Agreement, and Consultant shall not be entitled to compensation or reimbursement beyond or outside of agreed compensation. If Consultant previously commenced services within the scope of the Services, then the services performed and the compensation paid shall be subject to the terms of this Agreement.

1.09 Additional Services. Payment for Additional Services beyond those included in the scope of services and not to exceed amount shall require a written addendum or amendment, negotiated and signed by the Consultant and Owner prior to commencing work of Additional Services, providing for the scope, schedule and terms of compensation.

2.2. Article 2 - Legal and Miscellaneous

2.01 No Assignment. Consultant shall not subcontract any portion of the Services or otherwise assign this Agreement without prior written approval of Owner, and Consultant shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment.

2.02 Records and Audit. At Owner's request, Consultant shall make available to Owner, its authorized agents, officers, or employees, for audit, photocopy or compilation, any and all ledgers, books of accounts, invoices, payrolls, vouchers, cancelled checks, correspondence, internal memoranda, calculations, drafts, and other records or documents evidencing or relating to the performance of the Services (hard copy or electronic), expenditures and disbursements charged to Owner in connection with the Services. Consultant shall maintain such documents for at least three (3) years following completion of the Services. Such rights shall be specifically enforceable.

2.03 Independent Contractor. Consultant is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Consultant is not entitled to any benefits that Owner provides to

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Owner employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Consultant's provision of Services, not the means, methods, or scheduling of the Consultant's work. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. Consultant shall pay all payroll taxes imposed by any governmental entity and shall pay all other taxes not specifically identified in this Agreement as Owner's responsibility.

2.04 Indemnity/Liability. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), each party shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold harmless the other party, its officers, directors, officials, agents, employees, and volunteers (collectively, "Indemnitees") from and against any and all claims, suits, expenses, liability, cause of action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of each party or their Subconsultants), of every kind, nature, and description, at law or equity, (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) (collectively "Liabilities"), that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of the other party, any Subconsultant, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with other parties regarding unpaid defense costs. Such obligations to indemnify, defend, hold harmless the Indemnitees shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.

2.05 Conflict of Interest. Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, Consultant represents to and agrees with Owner that Consultant has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing Owner services hereunder, including but not limited to, any interest (financial, share ownership, shared management, shared directors, or reporting responsibilities) Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to potential suppliers, vendors, consultants, contractors, or regulatory agency) which may have an interest in the subject matter of the Services.

2.06 Confidentiality. Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for Owner, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify Owner in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to Owner hereunder.

2.07 Ownership of Results. Any interest (including copyright interests) of Consultant or its contractors or subconsultants (together, "Subconsultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its

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Subconsultants in connection with the Services, shall become the property of Owner. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of Owner. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to Owner all copyrights to such works. With Owner's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. As respects Consultant's standard details and proprietary design instruments of service (not specific to this Agreement), however, Owner shall have only a non-exclusive but otherwise unrestricted license to use the materials prepared in connection with this Agreement.

2.08 Non-Discrimination Policy. Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all City and Owner ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by Owner to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that Owner has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

2.09 Termination and Suspension. (i) Owner may, with or without cause, direct Consultant to suspend, delay or interrupt Services, in whole or in part, for such periods of time as Owner may determine in its sole discretion. (ii) Owner may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of Owner's written notice to Consultant demanding such cure, in which case Consultant shall be liable to Owner for all loss, cost, expense, damage and liability resulting from such breach and termination. (iii) Owner may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever Owner determines that such termination is in Owner's best interests, in which case Consultant shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Agreement would otherwise provide, but may recover no other cost, damage or expense. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Agreement.

2.010 Execution; Venue; Limitations. This Agreement shall be deemed to have been executed in the City where the Project is located. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for

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Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

2.011 Intellectual Property Indemnification. Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work or intellectual property owned by others. Consultant shall defend, indemnify and hold harmless the City from all Liabilities, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in arising from or relating to Consultant's services provided to the City under this Agreement.

2.3. Article 3 - Construction of Agreement

3.01 Headings. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

3.02 Modifications. Modifications to this Attachment "B" Agreement Terms and Conditions shall not be effective unless approved and initialed by Owner's legal department or Contracts Manager.

2.4. Article 4 - Consultant's Proposal and Other Consultant-Prepared Documents

4.01 Exhibit A. Exhibit A consists of Consultant-prepared documents (e.g., Consultant's proposal, if any) attached to this Agreement for reference only, defining further the scope of Consultant's scope of Services hereunder.

4.02 Complementary Construction. This Agreement, its exhibits (including but not limited to the attached Exhibit A) are deemed complementary; what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing Owner with the broader scope of services shall have precedence.

4.03 Modifications. Exhibit A may not supplement, contradict or qualify section Agreement Terms and Conditions, except as listed below and initialed by a member of Owner's legal department or Owner's Contracts Manager.

4.04 Named Personnel and Subconsultants. It is recognized that the named personnel and Subconsultants in the Agreement are not bound by personal employment contracts to Consultant, however, Consultant agrees that reassignment of any of the named personnel or Subconsultants during the Services requires prior written approval of Owner, which approval shall not be unreasonably withheld. Under no circumstances may Consultant replace personnel or Subconsultants with less qualified or less experienced personnel, without Owner's written consent, which may be withheld by Owner on a reasonable belief of good cause.

END OF TERMS AND CONDITIONS SECTION

3. Insurance Requirements

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3.1. Insurance Requirements

This is an Attachment to the Agreement for Professional Services Agreement dated June 10, 2026 ("Agreement") between Owner and Consultant, as described therein, for the provision of professional services ("Services").

3.2. Consultant's Duty to Show Proof of Insurance

Prior to the execution of this Agreement, Consultant shall furnish to City satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to City and with an insurance carrier satisfactory to City, authorized to do business in California and rated by A. M. Best & Company A- or better, financial category size VII or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable.

3.3. Commercial General Liability Insurance

Commercial general liability insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than Two Million Dollars (\$2,000,000) general aggregate and One Million Dollars (\$1,000,000) each occurrence.

3.4. Workers' Compensation Insurance

Workers' Compensation Employers' Liability limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) per disease and One Million Dollars (\$1,000,000) aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

3.5. Professional Liability Insurance

Professional Liability Insurance, either limits of not less than One Million Dollars (\$1,000,000) each occurrence or claim and Two Million Dollars (\$2,000,000) aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services

3.6. Additional Insured / Waiver of Subrogation

Consultant shall include City, its City Council members, officers, officials, agents, employees and volunteers as Additional Insureds under the General Liability and Auto policies, and shall supply specific endorsements for same. The Additional Insured endorsement under the General Liability policy will be

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the Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization ISO Form CG2010 with the current applicable revision date. It is acceptable that the Additional Insured endorsement to provide “where required by written contract.” Consultant shall obtain a specific endorsement to its workers’ compensation insurance policy waiving all rights of subrogation against the City, its officers, officials, agents, employees and volunteers.

- A. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.
- B. Written notice of cancellation of the policies shall be mailed to City thirty (30) days in advance of the effective date thereof.
- C. Insurance shall be primary insurance and no other insurance or self insured retention carried or held by any named or additional insureds other than that amount Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.
- D. Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above.
- E. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.

If Consultant fails to maintain any required insurance, City may take out such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

End of Insurance Requirements Section

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

“Beauchaine Consulting Group, LLC”

Signed by:
By: Stephanie Beauchaine
D9C74FECE27B457...
Its: Managing Member

“City”

DocuSigned by:
By: Mario Giuliani
9FA31784A98E490...
Its: City Manager

“City Attorney”

Signed by:
By: Ben Stock
3294F30F0AD74E3...
Its: City Attorney

Exhibits List

A - Scope of Services City of Benicia Contract FY 2027

B - Engagement Letter FY 2026-27 -DISCOUNT RATES No Indemnity

Exhibit A

Scope of Services City of Benicia Contract FY 2027



Exhibit A Scope of Services

Provide the City of Benicia with general finance and accounting support, through Principal Consultant Stephanie Beauchaine, at the request of the City Finance Department, including the following tasks:

1. Audit Support and Technical Assistance
 - a. Capital Assets
 - b. Loans/SBITAS
 - c. Debt
 - d. Grants
 - e. Audit Management Support
2. Develop a project plan to implement Tyler Resident Access
3. General accounting and finance support as needed
4. Other tasks as mutually agreed

Exhibit B

**Engagement Letter FY 2026-27 -DISCOUNT RATES
No Indemnity**



Client Services Engagement Letter

We are pleased to have the opportunity to provide public management consulting services to your organization. This letter is intended to confirm the terms upon which Beauchaine Consulting Group, LLC will provide professional services to your organization.

1. Professional Services: Our goal is to provide your team with high quality public management consulting services, on schedule, and at a reasonable cost. Although we will do our best to serve you effectively, we cannot guarantee a specific outcome on any given project or endeavor. Nor do we guarantee that any particular result will be attained by us.

2. Reliance: In the course of providing consulting services to your organization, we may be reliant on your team to provide us with accurate and detailed information, from which we will base our strategy, recommendations, or calculations. We are not responsible for any adverse impacts of strategy decisions or calculations made due to the omission of information.

In some circumstances we may find that certain figures, supporting documents, or historical information that we would ordinarily rely upon are unavailable. In this circumstance, we will discuss the matter with your team and together decide upon a course of action. In such circumstances, we are not responsible for any adverse impacts that may arise from recommendations, calculations, or strategies derived without the information from which we ordinarily rely upon.

3. Hourly Fees: Generally, our fees for services are calculated based upon the applicable hourly rates for those professionals who perform the work-at-hand. Our schedule of hourly rates for such personnel is based on experience, education, training, and skill. Our FY24-25 Schedule for [CLIENT NAME] has been revised to reflect a discount rate for local and current clients at the time of our rate increase July 1, 2024:

Position	Billable Rate
Consultant	\$ 225.00
Investigator	\$ 225.00
Accounting Manager	\$ 175.00
Senior Accountant	\$ 150.00
Accountant	\$ 125.00
Analyst	\$ 125.00
Admin	\$ 100.00
*\$35 per hour may be added for onsite work	



4. Costs: While rendering services pursuant to this engagement, it may be necessary for us to incur expenses for items such as special delivery services, copying, and or supplies. These costs may include a 5% mark-up to cover our costs associated with providing the billed service or product to your team.

5. Expert Testimony: In the event of any legal or other controversy where your organization (client) requests the services of our team (consultant) in providing expert testimony, deposition, or participation in any investigation in connection with this engagement, except to the extent such suits or claims by third parties against the client arise out of errors or omissions of the consultant, the client shall pay the hourly charges for such services provided, including costs of preparation and travel on a time-and-material basis. Costs associated with testimony and preparation are not subject to any compensation caps established in this or any other agreement, and this provision shall survive the suspension or termination of the engagement.

6. Invoices: Our invoices are prepared and mailed as services or expenses are incurred, on a weekly, bi-weekly, or monthly basis depending on the volume of work performed, with a net-30 term. Timely payment of invoices ensures resources remain available for your engagement.

7. Late Payments: If you fail to make payment on invoices in full on, or before the due date set forth on the invoice, we reserve the right to assess a monthly service charge equal to 3% of all fees and expenses which are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than permitted by any applicable law. We also reserve the right to apply funds held as retainer against any past due amounts.

8. Retainer: We may require a retainer or advance payment before commencing work on your behalf. In most cases, the retainer amount is calculated to cover initial consultation fees, miscellaneous expenses, advance travel arrangements, or mobilization costs for onsite work. The retainer for your project is \$0.

9. Warranties: During our engagement, we may recommend the purchase and installation of software or hardware, or we may recommend additional professional service providers to your team. We make no assurances or guarantee of any products or services referred, aside from any warranty or guarantee that may be provided by the vendor directly.

10. Termination: You have the right to terminate our services at any time. We have the same right, subject to a professional and ethical obligation to provide reasonable notice for your team to arrange for alternative support.

11. Confidentiality: We treat all aspects of our client relationships as confidential and will gladly provide or sign appropriate non-disclosure agreements as requested.



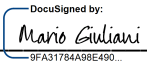
12. Other Matters: Unless we otherwise agree, the terms and conditions of this letter will apply to all matters for which you engage us. If you have any questions or concerns about the terms of this Standard Engagement Letter, please contact us immediately.

Please acknowledge your receipt of this Letter, and your agreement with the terms and conditions set forth by signing below.

Organization Name: City of Benicia

Billing Address: 250 East L Street, Benicia CA 94510

By: Mario Giuliani

Signature: 

Title: City Manager Dated: 6/23/2026