

**BENICIA CITY COUNCIL
CITY COUNCIL MEETING AGENDA**

**January 20, 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 p.m. to 6:00 p.m. No appointment is necessary. Other meeting times may be scheduled through City Hall by calling 707-746-4200.

6.B OPENINGS ON THE CITY OF BENICIA'S BOARDS, COMMISSIONS, AND COMMITTEES

RECOMMENDED ACTION: Applications for openings on Boards, Commissions, and Committees are being accepted from Monday, February 2, 2026, at 9:00 a.m. until Friday, March 20, 2026, at 11:59 p.m.

[BCC Openings](#)

7. PROCLAMATIONS

8. APPOINTMENTS

9. PRESENTATIONS

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 DECEMBER 16, 2025, SPECIAL AND REGULAR MEETING

[December 16, 2025 Regular City Council Meeting Minutes](#)

[December 16, 2025 Special City Council Meeting Minutes](#)

14.B APPROVAL OF AMENDMENT TO AGREEMENT WITH TYLER TECHNOLOGIES TO IMPLEMENT THE TIME & ATTENDANCE AND ADVANCED SCHEDULING MODULE

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) authorizing the City Manager to execute an amendment to an existing agreement with Tyler Technologies (Attachment 2) for the implementation of the Time & Attendance/Advanced Scheduling module with an increased annual fee of \$11,371.

[Staff Report - Tyler Technologies Time & Attendance and Advanced Scheduling Module](#)

[1. Resolution - Approval of Amendment for Time & Attendance and Advanced Scheduling module](#)

[2. Contract Amendment - Time & Attendance and Advanced Scheduling with Tyler Technologies](#)

14.C APPROVAL OF AUTHORIZATION FOR THE SOLANO TRANSPORTATION AUTHORITY ON BEHALF OF THE CITY OF BENICIA TO FILE AN APPLICATION WITH THE METROPOLITAN TRANSPORTATION COMMISSION FOR ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT FUNDS FOR FISCAL YEAR 2025/26 IN THE AMOUNT OF \$80,000 FOR THE CITY OF BENICIA LYFT PROGRAM

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) authorizing STA on Behalf of the City of Benicia to claim \$80,000 of Benicia TDA Funds for the FY 2025/26 Benicia Lyft Program.

[Staff Report - STA Allocation of TDA Funds for Lyft Program.pdf](#)

1. Resolution - Authorize STA to Allocate TDA Funds for Benicia Lyft Program
2. Lyft Program Budget
3. Lyft Program Ridership Data

14.D APPROVE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BEAUCHAINE CONSULTING GROUP FOR FINANCIAL SERVICES

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) approving the second amendment to the professional services agreement with Beauchaine Consulting Group in the amount of \$81,000 for a not to exceed total of \$180,000.

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

1. Resolution - Second Amendment to Agreement - Beauchaine Consulting Group
2. Professional Services Agreement with Beauchaine Consulting Group
3. First Amendment to Agreement with Beauchaine Consulting Group

14.E RESOLUTION CONTINUING THE EMERGENCY PROCUREMENT DECLARATION FOR THE I-80/WATT COURT WATER LINE REPAIR

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) continuing the emergency procurement declaration for the I-80/Watt Court Water Line Repair.

[Staff Report - Emergency Procurement Update for I-80 RWTL](#)

1. Resolution - Continuation of Emergency Procurement

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

15. BUSINESS ITEMS

15.A CERTIFICATION OF APPOINTMENT FOR CALPERS RETIRED ANNUITANT FOR EXCEPTION OF 180-DAY RULE UNDER GOVERNMENT CODE SECTIONS 7522.56 AND 21221(h)

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) certifying the nature of the employment and appointment of Kimberly Imboden as a retired annuitant serving as Interim Human Resources Manager, effective January 1, 2026 (Exhibit A).

[Staff Report - CalPERS 180 day Exception](#)

1. Resolution - CalPERS 180 Day Wait Period Exception

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. PUBLIC COMMENT FOR CLOSED SESSION

Public comments on the closed session items must be made in person, they will not be accepted via Zoom.

19. ADJOURN TO CLOSED SESSION

19.A CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9) Name of case: (City of Benicia v. Pacifica Pizza Inc, Solano County Superior Court Case No. CU25-09206)

19.B CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (1 potential case)

20. RECONVENE OPEN SESSION

21. ANNOUNCEMENTS FROM CLOSED SESSION, IF ANY

22. ADJOURNMENT (8:00 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

City of Benicia Openings on Boards, Commissions and Committees

Applications for openings on Boards, Commissions and Committees are being accepted from Monday, February 2, 2026, at 9:00 a.m. until Friday, March 20, 2026, at 11:59 p.m. Beginning February 2, 2026, applications will be available by going to the City's website, <https://www.ci.benicia.ca.us/cbc>, and clicking on the name of the Board, Commission or Committee you wish to apply for.

Vacancies for Boards, Commissions, and Committees, along with descriptions of each, are provided on the following pages.

Appointments to Boards, Commissions, and Committees may be for full or partial terms. Full terms run from August 1, 2026, through July 31, 2030.

For more information contact the City Manager's Office at (707) 746-4228.

ARTS AND CULTURE COMMISSION

7 Members: 4-Year Terms

The Arts and Culture Commission’s purpose is to advise the City Council on arts and culture issues, evaluate the needs of local cultural organizations, and promote artistic activities within the community. Each member of the arts and culture commission shall have a demonstrated interest in promoting and sustaining the arts and cultural community of poetry, literacy, performing arts, music, theater, dance, film, visual arts, and cultural events. At least one member must be an artist or represent the visual arts community, and at least one must represent the cultural and/or performing arts community. Members cannot serve on other City boards or commissions or on the boards of outside arts or cultural organizations.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30

BOARD OF LIBRARY TRUSTEES

5 Members: 3-Year Terms

The Board of Library Trustees is responsible for making and enforcing rules, regulations and bylaws necessary for the administration, government and protection of the public library. Each Member shall be a qualified elector of the City. A person who holds any salaried public office or employment with the City is not eligible for the Board.

Applications are Being Accepted for the Following Openings

Term	Dates
None	None

BUILDING BOARD OF APPEALS

3 Members: 4-Year Terms

The Building Board of Appeals’ primary duty is to hear appeals regarding the Uniform Code or California Code. Each member of the board shall be a qualified elector of the city and shall have the experience and training to judge matters pertaining to building construction.

Applications are Being Accepted for the Following Openings

Term	Dates
None	None

COMMUNITY SERVICES COMMISSION

7 Members: 4-Year Terms

The Community Services Commission identifies and investigates quality-of-life needs and opportunities in the city and annually makes recommendations to the City Council regarding those needs and opportunities. To be eligible for appointment to the commission, an individual shall have demonstrated interest in, and commitment to, furthering the quality-of-life aspects of the city of Benicia, including such things as recreation services and programs, senior services, family resources and human service’s needs.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30
1 Partial Term	8/1/26 – 7/31/29

COMMUNITY SUSTAINABILITY COMMISSION

7 Members: 4-Year Terms & 1 1-Year Student Term

The Community Sustainability Commission educates, advocates and provides oversight for integrated solutions that seek a sustainable equilibrium for economic, ecological, and social health and well-being, both now and in the future. Each member shall have expertise and/or demonstrated interest in one or more of the following: water quality, water use efficiency and conservation; air quality; local and regional ecology; energy; mobility; land use/stewardship; green site planning and building; waste management; community and regional economics/finance; social justice; public relations; local based business management. One member shall be a high school student with junior or senior standing who resides in Benicia.

Applications are Being Accepted for the Following Openings

Term	Dates
1 Full Term	8/1/26 – 7/31/30
1 Student Term	8/1/26 – 7/31/27

ECONOMIC DEVELOPMENT BOARD

7 Members: 4-Year Terms

The Economic Development Board serves to identify and investigate economic development needs and opportunities in Benicia and annually makes recommendations to the Council regarding those needs and opportunities on both a short and long-term basis. To be eligible for appointment an individual shall have demonstrated interest in and commitment to furthering the economic development of the City of Benicia. Appointments shall be made from citizens living in or owning, managing or operating economic entities in Benicia.

Applications are Being Accepted for the Following Openings

Term	Dates
1 Full Term	8/1/26 – 7/31/30
1 Partial Term	8/1/26 – 7/31/28
1 Partial Term	8/1/26 – 7/31/29

HISTORIC PRESERVATION REVIEW COMMISSION

7 Members: 4-Year Terms

The Historic Preservation Review Commission identifies, registers, designates, preserves, protects, enhances and perpetuates those historic structures, districts and neighborhoods which contribute to the cultural and aesthetic heritage of Benicia. At least two members shall be owners of a historic property within the historic district. One of these members shall be the owner of a residence in the historic district. The other member shall be the owner of either a residence or business property in the historic district.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30
1 Partial Term	8/1/26 – 7/31/27

HOUSING AUTHORITY BOARD

7 Members: 5 4-Year Terms and 2 2-Year Terms (Tenant Term)

The Housing Authority Board sets policy in regard to the affordable housing programs administered by the Authority, approves the Authority's budgets, hires and supervises the Executive Director, and generally represents the interests of low-income and very low-income tenants in Benicia.

Applications Being Accepted for the Following Openings

Term	Dates
2 Tenant Terms	8/1/26 – 7/31/28

INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION

7 Members: 4-Year Terms

The Industrial Safety Citizen Oversight Commission facilitates public access to public health and safety information in order to benefit community health and safety, obtain community input regarding industrial health and safety issues, develop recommendations and provide information to the public and the City Council regarding industrial public health and safety issues in Benicia. Each member shall be a resident of, be employed in, or own a small business in Benicia. The foregoing notwithstanding, no less than four (4) members of the Commission shall be residents of the City. Each member shall have demonstrated special interest, competence, or knowledge of industrial safety and/or air quality.

Applications are Being Accepted for the Following Openings

Term	Dates
1 Full Term	8/1/26 – 7/31/30

LOCAL TAX OVERSIGHT BOARD

7 Members: 4 - 4-Year Terms, 2 – City Council Members, 1 – City Treasurer

The Local Tax Oversight Board reviews, on a quarterly basis, the projected and actual receipts of tax proceeds from local use and transaction taxes, transient occupancy tax, and if applicable real property transfer tax. If applicable, reconcile tax receipts for any special transaction and use tax to expenses for road maintenance. Appointments shall be made for citizens living in Benicia.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30

OPEN GOVERNMENT COMMISSION

5 Members: 4-Year Terms

The commission shall run the candidate forum as required under BMC [1.42.120](#). All members shall be without known conflicts of interest and shall be residents of the city to the extent possible.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30
1 Partial Term	8/1/26 – 7/31/27
1 Partial Term	8/1/26 – 7/31/29

PLANNING COMMISSION

7 Members: 4-Year Terms

The Planning Commission (PC) is responsible for enforcing duties, rights and powers imposed by State law and provided by ordinance or resolution of the City Council regarding planning issues. It is the intent of the Council to have the PC composed of people from all geographical, social, environmental, and economic sectors of the community. Each member shall be a Benicia resident and registered voter and shall be qualified by knowledge and experience to make decisions on questions of community growth and development.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30

DRAFT

MINUTES OF THE
REGULAR MEETING – CITY COUNCIL
DECEMBER 16, 2025
6:00 P.M.

City Council Chambers, City Hall, 250 East L Street, complete proceedings of which are recorded on. 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

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

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

6.B MADDY ACT NOTICE - DECEMBER 2025

Maddy Act Notice - December 2025 

7) PROCLAMATIONS

8) APPOINTMENTS

8.A A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING MAYOR'S APPOINTMENTS OF MEMBERS OF THE CITY COUNCIL TO THE CITY COUNCIL APPOINTMENTS SUBCOMMITTEE, STANDING, AD HOC, AND OUTSIDE AGENCY COMMITTEES

DRAFT

Resolution - 2026 Mayor's Appointments - Appointments Subcommittee, Standing, Ad Hoc, and Outside Agencies 

RESOLUTION NO. 25- 134 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING MAYOR'S APPOINTMENTS OF MEMBERS OF THE CITY COUNCIL TO THE CITY COUNCIL APPOINTMENTS SUBCOMMITTEE, STANDING, AD HOC, AND OUTSIDE AGENCY COMMITTEES

Public Comment:

None

On motion of Council Member Birdseye, seconded by Council Member Scott, Council approved the adoption of Resolution 25-134, as presented, on a roll call by the following vote:

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

Noes: (None)

Absent: Vice Mayor Macenski

9) PRESENTATIONS

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:

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

Noes: (None)

Absent: Vice Mayor Macenski

11) OPPORTUNITY FOR PUBLIC COMMENTS

12) WRITTEN COMMENT

13) PUBLIC COMMENT

None

14) CONSENT CALENDAR

Council pulled Items 14.B and 14.C for discussion.

Mayor Young recused himself from voting on item 14.G due to a conflict of interest.

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14.A MINUTES FROM THE DECEMBER 2, 2025 SPECIAL AND REGULAR MEETING

[December 2, 2025 Special City Council Meeting Minutes](#) 
[December 2, 2025 Regular City Council Meeting Minutes](#) 

14.B RATIFYING THE EMERGENCY PROCUREMENT DECLARATION FOR THE I-80/WATT COURT WATER LINE REPAIR AND APPROVING A BUDGET AMENDMENT

RESOLUTION NO. 25- 135 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA RATIFYING THE EMERGENCY PROCUREMENT DECLARATION FOR THE I-80/WATT COURT WATER LINE REPAIR AUTHORIZING A BUDGET AMENDMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY

Council and Staff discussed Staff's quick response to the crisis, and the possibility of a tie-in with the City of Vallejo.

Public Comment:

None

[Staff Report - Declaring Emergency Procurement](#) 
[1. Resolution Declaring Emergency Procurement](#) 

On motion of Council Member Scott, seconded by Council Member Birdseye, Council approved the adoption of Resolution 25-135, as presented, on a roll call by the following vote:

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

Noes: (None)

Absent: Vice Mayor Macenski

14.C ADOPTION OF THE 2026 CITY COUNCIL REGULAR MEETING CALENDAR

Council and Staff discussed the issue of National Night Out and whether it needed to be held in October.

Public Comment:

None

[Staff Report - City Council Regular Meeting Calendar - 2026](#) 
[1. 2026 City Council Regular Meeting Calendar](#) 

DRAFT

On motion of Council Member Birdseye, seconded by Council Member Scott, Council approved the adoption of the 2026 City Council Regular Meeting Calendar, as presented, on a roll call by the following vote:

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

Noes: (None)

Absent: Vice Mayor Macenski

14.D CERTIFICATION OF APPOINTMENT FOR CALPERS RETIRED ANNUITANT FOR EXCEPTION OF 180-DAY RULE UNDER GOVERNMENT CODE SECTIONS 7522.56 AND 21221(h)

Staff Report - CalPERS 180 day Exception 

1. Resolution - CalPERS 180 Day Wait Period Exception 

RESOLUTION NO. 25- 136 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CERTIFYING THE NATURE OF THE EMPLOYMENT AND APPOINTMENT OF KIMBERLY IMBODEN AS A RETIRED ANNUITANT SERVING AS INTERIM HUMAN RESOURCES MANAGER, EFFECTIVE JANUARY 1, 2026

14.E FY 2025/26 FIRST QUARTER INVESTMENT REPORT

Staff Report - FY 2025-26 First Quarter Investment 

1. FY2025-26 First Quarter Investment Report 

2. LAIF Statement 

3. CAMP Statement 

4. 115 Trust Statement 

14.F ADOPTION OF THE ANNUAL AND FIVE-YEAR ASSEMBLY BILL 1600 REPORT

Staff Report - AB1600 Report 

1. Resolution - Adoption of the AB1600 Report 

RESOLUTION NO. 25- 137 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ADOPTING THE AB1600 REPORT

14.G HOUSING ELEMENT IMPLEMENTATION AMENDMENTS

Staff Report - Second Reading Housing Element Implementation Amendments 

1. Proposed Ordinance Amending the Benicia Municipal Code 

ORDINANCE NO. 25- 12 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING TITLE 16 (SUBDIVISIONS) AND TITLE 17

DRAFT

(ZONING) OF THE BENICIA MUNICIPAL CODE TO IMPLEMENT THE GENERAL PLAN HOUSING ELEMENT

On motion of Council Member Birdseye, seconded by Council Member Scott, Council approved the adoption of Ordinance 25-12, as presented, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Largaespada, and Council Member Scott

Noes: (None)

Absent: Vice Mayor Macenski

Abstain: Mayor Young

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

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)

Absent: Council Member Macenski

15) BUSINESS ITEMS

15.A DISCUSSION ITEM - PORT OF BENICIA FACILITIES AND INFRASTRUCTURE MODERNIZATION PLAN - STATUS UPDATE ON DELIVERABLE 1 (INFRASTRUCTURE ASSESSMENT) AND DELIVERABLE 2 (PORT DEMAND, CAPACITY, AND CIRCULATION/TRANSPORTATION ANALYSIS)

[Staff Report - Port of Benicia Facilities and Infrastructure Modernization Plan Status Update](#) 

Sarah Shawky, Deputy City Manager, and Michael Vanderbeek, GHD, reviewed the staff report and a PowerPoint presentation.

Council and Staff discussed when the City and Amports should reach out to agencies regarding the expected road improvements, demand and capacity, the waterfront property, the scope of the study, the three different piers, electrification of the pier, re-evaluating the Amports lease to include road maintenance, environmental review, and limiting truck traffic.

Public Comment:

1. Marilyn Bardet - Ms. Bardet asked for clarification on the CEQA reviews.

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2. Citizen - the citizen inquired about a county wide study/report on the planning process for the port.

1. Port of Benicia Deliverable 1 - Infrastructure Assessment
2. Port of Benicia Deliverable 2 - Port Demand, Capacity and Circulation Transportation Analysis

15.B DISCUSSION ITEM - PRESENTATION OF VALERO REUSE SCAN

Suzanne Thorsen, Assistant City Manager, Development Services Director, and Dina Belzer, Strategic Economics, reviewed the staff report and a PowerPoint presentation.

Council and Staff discussed the presentation.

Public Comment:

1. Marilyn Bardet - Ms. Bardet discussed the presentation.

Staff Report - Valero Reuse Scan

15.C APPROVAL FOR USE OF AMPORTS, INC. SETTLEMENT FUNDS FOR SP DEPOT

RESOLUTION NO. 25- 138 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING USE OF AMPORTS, INC. SETTLEMENT FUNDS FOR THE SOUTHERN PACIFIC RAILROAD DEPOT

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

Council and Staff clarified what the ask was for this item.

Public Comment:

1. Christina Strawbridge - Mrs. Strawbridge spoke in support of the proposed action.
2. Tom Campbell - Mr. Campbell spoke in support of the proposed action and suggested installing a ramp and ADA accessible bathroom in the freight room.
3. Lori Grundman - Ms. Grundman asked for clarification on the funding.
4. Belinda Smith - Ms. Smith spoke in support of the proposed action.
5. Marilyn Bardet - Ms. Bardet spoke in support of the proposed action. She suggested implementing a surcharge for historic preservation.

Mario Giuliani, City Manager, clarified the proposed action for this item. The proposed action is listed in the resolution.

Council Member Largaespada asked that Staff double-check that the decking and other materials are mandated requirements.

Staff Report - Approval of Use of Amports Settlement Funds for SP Depot

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1. Resolution - Approval of Use of Amports Settlement Funds for SP Depot

On motion of Council Member Scott, seconded by Mayor Young, Council approved the adoption of Resolution 25-138, as presented, on a roll call by the following vote:

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

Noes: (None)

Absent: Vice Mayor Macenski

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 (9:00 P.M.)**

Mayor Young adjourned the meeting at 9:11 p.m.

City Clerk

DRAFT

MINUTES OF THE
SPECIAL MEETING – CITY COUNCIL
DECEMBER 16, 2025
4:30 P.M.

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

1) **CALL SPECIAL MEETING TO ORDER**

Mayor Young called the Special Meeting to order at 4:30 p.m.

2) **CONVENE OPEN SESSION**

3) **ROLL CALL**

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

Absent: Vice Mayor Macenski

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

5) **PUBLIC COMMENT FOR CLOSED SESSION**

None.

6) **ADJOURN TO CLOSED SESSION**

**6.A CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)**

**Name of case: (City of Benicia v. Pacifica Pizza Inc, Solano County Superior Court
Case No. CU25-09206)**

**6.B CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED
LITIGATION**

**Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of
Section 54956.9: (1 potential case)**

**Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section
54956.9: (4 potential cases)**

Mayor Young adjourned the meeting to Closed Session at 4:30 p.m.

7) **RECONVENE OPEN SESSION**

DRAFT

Mayor Young reconvened the Open Session at 6:02 p.m.

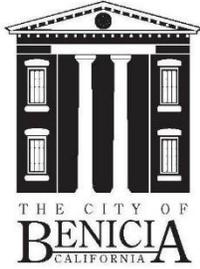
8) **ANNOUNCEMENTS FROM CLOSED SESSION, IF ANY**

Ben Stock, City Attorney, reported that Council met in Closed Session on multiple items and directed him to file four nuisance abatement actions. The names of those parties and content of the lawsuits will be made public once the lawsuits are filed.

9) **ADJOURNMENT**

Mayor Young adjourned the Special Meeting at 6:02 p.m.

City Clerk



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JANUARY 20, 2026
CONSENT ITEM**

TO : City Council

FROM : Police Chief

SUBJECT : **APPROVAL OF AMENDMENT TO AGREEMENT WITH TYLER TECHNOLOGIES TO IMPLEMENT THE TIME & ATTENDANCE AND ADVANCED SCHEDULING MODULE**

EXECUTIVE SUMMARY:

Staff recommends City Council approve an amendment to the contract with Tyler Technologies to implement the software module of Time & Attendance and Advanced Scheduling (TAAS) as a means to increase the efficiency of personnel scheduling and time entry for the Benicia Police Department, and payroll processing by Finance.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) authorizing the City Manager to execute an amendment to an existing agreement with Tyler Technologies (Attachment 2) for the implementation of the Time & Attendance/Advanced Scheduling module with an increased annual fee of \$11,371.

BUDGET INFORMATION:

First year costs of the TAAS module are expected not to exceed \$46,471; \$35,100 for professional services from Tyler Technologies staff for project management and implementation and \$11,371 for the Software as a Service (SaaS) expense.

Tyler recommends an allotment of 156 implementation hours for the project. The City has unused implementation hours with Tyler from other Enterprise Resource Planning (ERP) projects and will apply those hours to this project. The cost of implementation hours is incurred as services are provided and is expected not to exceed 156 hours for a total of \$35,100. Implementation expenses will be charged to the ERP project Fund 450, and sufficient budget exists in account 4500000-7008 Contract Services.

The recurring annual costs are \$11,371 per fiscal year. First year and recurring SaaS fees of \$11,371 will be charged to the Benicia Police Department account 0105000-7038 SaaS, and sufficient budget exists in the account.

BACKGROUND:

The Benicia Police Department (BPD) has historically submitted time sheets on Excel spreadsheet timesheets. Over the years several alternative software packages were explored to find a more effective and efficient way to submit time entry to Finance to process payroll. Early in 2025 the personnel at BPD transitioned to using the Employee Self Service (ESS) module that is used city-wide (excluding the Fire Department); however, the system was not designed to accommodate the complexity of Benicia's police department time entry and management needs. BPD has continued the use of Excel timesheets as a form of back up so that Supervisors can confirm that hours were entered into ESS correctly by staff. The intent of BPD to transition to ESS was to make the payroll process more efficient for both PD personnel and Finance. A primary frustration point in the use of ESS is the limitation of a single approver (supervisor) for each employee. This requires frequent configuration changes to align with the necessity for staff to work shifts under different supervisors.

Time entry for PD personnel is not as easy as just noting the number of hours in a shift. Personnel in the Police Department are subject to many different pays outlined in the Memoranda of Understanding (MOUs), including acting pay, shift differential, standby pay, specialty pay, training pay, holiday pay, Field Training Officer, overtime (more than 15 possible overtime codes), and reimbursable overtime. While ESS has the capacity to capture these different pays, ensuring accurate time entry based on all the variables is challenging. The number of staff hours entering time, making corrections and approving timesheets is excessive and takes limited personnel away from other job duties. Additionally, BPD's time entry process in the ESS program often requires assistance from the Finance Department and Information Technology Department, thus impacting job efficacy in all noted departments as a result.

In a constant attempt to find a solution to both the scheduling and time entry difficulties, a demonstration of the TAAS module offered by Tyler Technologies was requested by PD staff.

The Advanced Scheduling portion of the TAAS module is designed to accommodate all the complex and unique scheduling issues that are common to law enforcement agencies. Currently, BPD utilizes ScheduleAnywhere for scheduling, however the software is not flexible enough to effectively manage the scheduling needs of the department. The Advanced Scheduling portion of the TAAS module is a significant improvement over the ScheduleAnywhere software.

Fortunately, Advanced Scheduling works in tandem with the Time & Attendance portion of the TAAS module to upload time entry into the MUNIS payroll module and will populate all the necessary entries to ensure that PD personnel is paid based on the schedule worked, including all calculations for the unique pay codes associated with the time entry.

The Benicia Police Department has been working in collaboration with the Finance Department for many years to find a system that will allow for effective and efficient time entry and payroll processing for the unique needs of the department. The transition to

this Tyler Technologies module has the support and approval of the Chief of Police, the Finance Director and the City Manager.

NEXT STEPS:

Upon Council approval, the amended agreement with Tyler Technologies will be signed by the City Manager and staff will begin working with Tyler Technologies to schedule the implementation of the TAAS module.

ALTERNATIVE ACTIONS:

Do not approve the contract amendment to implement TAAS. The Benicia Police Department and Payroll Division of the Finance Department will continue to expend valuable staff time utilizing a system ineffective to accommodate the complex time entry and pay codes associated with ensuring that PD personnel are paid accurately.

CEQA Analysis	The proposed action is not a project subject to the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(5) of the CEQA Guidelines. The approval of a contract for Priority Based Budgeting implementation services constitutes an administrative activity of government that will not result in a direct or reasonably foreseeable indirect physical change in the environment. Therefore, no further environmental review is required.
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ATTACHMENTS:

1. Resolution – Approval of Amendment for Time & Attendance and Advanced Scheduling module
2. Contract Amendment – Time & Attendance and Advanced Scheduling with Tyler Technologies

For more information contact: Mark Menesini, Police Chief
Phone: (707) 746-4248
E-mail: mmenesini@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING AN AMENDMENT TO AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. TO IMPLEMENT THE TIME & ATTENDANCE AND ADVANCED SCHEDULING MODULE AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT

WHEREAS, the Benicia Police Department has been working in collaboration with the Finance Department for many years to find a system that will allow for effective and efficient time entry and payroll processing for the unique needs of the department; and

WHEREAS, the current time entry system, Employee Self Service (ESS), used city-wide is both ineffective and inefficient for the complicated time entry needs of the Benicia Police Department and requires significant staff time from both BPD and Finance to complete monthly payroll for the Police Department; and

WHEREAS, the Benicia Police Department has been seeking to transition to a scheduling software that can effectively manage the complex and unique scheduling needs of the department; and

WHEREAS, the City of Benicia currently uses Tyler Technologies, Inc. modules for many City functions; and

WHEREAS, Tyler Technologies, Inc. has a software module, Time & Attendance and Advanced Scheduling, that has a scheduling component that is designed to accommodate the complex and unique scheduling issues that are common to law enforcement agencies; and

WHEREAS, the Time & Attendance and Advanced Scheduling module has a time entry component that works in tandem with the scheduling component and will upload time entry in the city's current payroll system; and

WHEREAS, the implementation of this module will inevitably result in a reduction of staff time spent on the tasks of scheduling and time entry for the Benicia Police Department; and

WHEREAS, the implementation of this module is expected to result in a reduction on the burden that the Benicia Police Department has on the Payroll Division of the Finance Department each month; and

WHEREAS, the first year costs of the module are expected not to exceed \$46,471 and sufficient budget exists in 4500000-7008 Contract services, and ongoing costs are \$11,371 and will be charged to the Benicia Police Department;

WHEREAS, the implementation of the software module has the support of the Police Chief, Finance Director, and City Manager; and

WHEREAS, staff recommends amending an agreement with Tyler Technologies Inc. to implement the Time & Attendance and Advanced Scheduling module.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve an amendment to the agreement with Tyler Technologies, Inc. to implement Time & Attendance and Advanced Scheduling and authorizes the City Manager to execute said agreement.

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 20th day of January 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Benicia, California, with offices at 250 East L Street, Benicia, California 94510 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated September 1, 2015 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The items set forth in the Amendment Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first quarter following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. As of the first day of the first quarter following the Amendment Effective Date, the annual SaaS fees payable under the Agreement shall be increased by \$11,371, with a quarterly payment increase of \$2,842.75. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.
 - b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Benicia, California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the additional software, products, and services to be delivered by us to you under the terms of the Agreement. This Amendment Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Sales Quotation For:
 BENICIA, CA CITY OF
 JEFF TSCHUDI
 BENICIA CA 94510-3239

Shipping Address:
 City of Benicia
 250 E L St
 Benicia CA 94510-3239

Quoted By: Karen Grosset
 Quote Expiration: 05/16/26
 Quote Name: City of Benicia - ERP - Time and Attendance
 Quote Description: Time and Attendance
 SaaS Term: 1.00

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Human Resources Management			
Advanced Scheduling w Mobile Access - Up to 25 Employees	1	0	\$ 5,453.00
Time & Attendance w Mobile Access - Up to 150 Employees	1	0	\$ 5,918.00
TOTAL	0	0	\$ 11,371.00

Summary

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 11,371.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00

2025-578585-T9B7P3

CONFIDENTIAL

Page 1

Summary Total

\$ 0.00

\$ 11,371.00

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.

- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred. Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

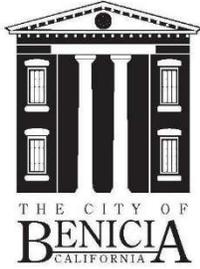
Suggested implementation hours are as follows -

Time and Attendance - 80

Advanced Scheduling - 56

Project Management - 20

Client will use implementation time from an existing order towards this project.



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JANUARY 20, 2026
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF AUTHORIZATION FOR THE SOLANO TRANSPORTATION AUTHORITY ON BEHALF OF THE CITY OF BENICIA TO FILE AN APPLICATION WITH THE METROPOLITAN TRANSPORTATION COMMISSION FOR ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT FUNDS FOR FISCAL YEAR 2025/26 IN THE AMOUNT OF \$80,000 FOR THE CITY OF BENICIA LYFT PROGRAM**

EXECUTIVE SUMMARY:

Ride costs for the Benicia Lyft Program (Program) for FY 2024/25 were \$76,607.01. It is recommended that the City of Benicia allocate \$80,000 from the Benicia Transportation Development Act (TDA) funds to cover the expected cost of the Program for FY 2025/26 and authorize Solano Transportation Authority (STA) to allocate the funds on behalf of the City.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) authorizing STA on Behalf of the City of Benicia to claim \$80,000 of Benicia TDA Funds for the FY 2025/26 Benicia Lyft Program.

BUDGET INFORMATION:

\$40,000 was budgeted for the Program in FY 2024/25 with \$20,000 provided by STA State Transit Assistance Funds and \$20,000 provided by the City of Benicia's TDA funds (Attachment 2). During FY 2024/25, the Program expended \$76,607. Due to the increased usage, the recommended budget for FY 2025/26 is \$80,000. STA will claim the Benicia TDA funds on behalf of the City of Benicia and receive the funds to manage the Benicia Lyft Program.

BACKGROUND:

Program use increased this fiscal year. During the fourth quarter, the Benicia Lyft, and \$5 Benicia Lyft Programs provided 2,875 rides for \$25,266.67. During FY 2024/25, the

Benicia Lyft and \$5 Benicia Lyft Programs provided 9,611 rides for \$76,607.01 at an average of \$7.97 per ride (Attachment 3).

November 18, 2018: Following the completion of a SolTrans Comprehensive Operational Analysis, SolTrans discontinued local Route 20 and requested replacing the General Public Dial-a-Ride (DAR) system with a transportation network company. Local Route 20 elimination was estimated to yield a cost savings of \$252,900 per year. SolTrans requested that the STA implement a Lyft Program to replace Benicia DAR.

September 2019: The City of Benicia partnered with SolTrans, STA, and Lyft to introduce the Benicia DAR Replacement Program. The Program provides subsidized Lyft rides throughout the city of Benicia and to the Springstowne Center in Vallejo for qualified Benicia residents. To qualify, Benicia residents must be veterans with a military or veterans Identification; disabled with an Americans with Disabilities Act card, Regional Transit Connection card, Medicare card, or Department of Motor Vehicles (DMV) placard; or 65 years old or older. The cost is \$4 one-way (up to \$20), or \$3 one-way (up to \$20) for individuals qualified for the low-income fare. To qualify for the low-income fare, individuals must be part of a Solano County program, such as Medi-Cal, CalFresh, CalWorks, or Supplemental Security Income (SSI), or be on Pacific Gas & Electric (PG&E) California Alternate Rates for Energy (Care) or Family Electric Rate Assistance Program (FERA).

Customers must have a smartphone and be ambulatory to use Lyft for the Dial-a-Ride Replacement Program. If not, or if they are non-ambulatory, they are provided with the Veteran's Cab number to order service by phone. Customers are informed that this service is in addition to the SolTrans (Benicia) paratransit service that continues to take qualified individuals within $\frac{3}{4}$ mile of the SolTrans fixed route service (including trips between Benicia and Vallejo).

August 2021: The City of Benicia partnered with SolTrans, STA, and Lyft to help reduce traffic and parking congestion along the Benicia First Street corridor by expanding STA's First/Last Mile program to include the \$5 Benicia Lyft Program. Lyft rides within the City of Benicia cost \$5 (up to \$20) and can be accessed by entering the code 5Benicia in the Lyft app. There is no sign-up required. The Program is open to residents and visitors. The customer pays any additional amount over \$20. There is no daily limit, although there is a monthly limit of 60 rides. The \$5 Benicia Lyft Program currently operates between 6 am and 11 pm every day.

May 2022: Following a Federal Transit Administration audit, SolTrans was unable to continue partnering on the Lyft Programs. The paratransit and Veterans' Cab option for non-ambulatory customers did not provide an equivalent response time to Lyft service.

July 2023: The City of Benicia entered into a two-year funding agreement with STA for STA to continue to provide Benicia's Lyft Programs.

April 2024: The Uber option was implemented after Benicia Lyft customers experienced Lyft surge pricing.

August 2024: The Martinez Amtrak Station was added to the geofence for all Benicia Lyft Programs.

July 2025: The City of Benicia entered into a two-year funding agreement with STA for STA to continue to provide Benicia’s Lyft Programs.

NEXT STEPS:

STA will execute and file appropriate TDA applications with Metropolitan Transportation Commission for an \$80,000 allocation of TDA funds in FY 2025-26 to provide payment for the Benicia Lyft Program.

ALTERNATIVE ACTIONS:

City Council does not approve this item and City of Benicia may be financially responsible for any shortfalls in the Benicia Lyft Program.

CEQA Analysis	The project is Categorical Exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines in that it is not a project which has the potential to cause a significant effect on the environment.
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ATTACHMENTS:

1. Resolution – Authorize STA to Allocate TDA Funds for Benicia Lyft Program
2. Lyft Program Budget
3. Lyft Program Ridership Data

For more information contact: Danielle Bonham, Public Works Director

Phone: 707-746-4240

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

RESOLUTION NO. 26-

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 COMMISSION FOR ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT FUNDS FOR FISCAL YEAR 2025/26 IN THE AMOUNT OF \$80,000 FOR THE CITY OF BENICIA LYFT PROGRAM

WHEREAS, the Transportation Development Act (TDA) (Public Utilities Code (PUC) Section 99200 et seq.) provides for the disbursement of funds from the Local Transportation Fund of the County of Solano for use by eligible applicants for the purpose of transit services, planning and transit priority projects; and

WHEREAS, pursuant to the provisions of the TDA, and pursuant to the applicable rules and regulations thereunder (21 Cal. Code of Regs. Section 6600 et seq.), a prospective applicant wishing to receive an allocation from the Local Transit Fund shall file its claim with the Metropolitan Transportation Commission (MTC); and

WHEREAS, the State Transit Assistance (STA) fund is created pursuant to PUC Section 99310 et seq.; and

WHEREAS, the STA fund makes funds available pursuant to the Public Utilities Code Section 99313.6 for allocation to eligible applicants to support approved transit projects; and

WHEREAS, the applicant will require TDA funds from the Local Transportation Fund of Solano County in Fiscal Year 2025/26 for the City of Benicia Lyft Program; and

WHEREAS, the Solano Transportation Authority is an eligible applicant for TDA and/or STA funds pursuant to PUC Section(s) 99400, as attested by the Opinion of Counsel dated July 28, 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia authorizes Solano Transportation Authority to execute and file appropriate TDA applications, together with all necessary supporting documents, with the MTC for an \$80,000 allocation of TDA funds in Fiscal Year 2025/26.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to the MTC in In conjunction with the filing of the claim, the MTC is requested to grant the allocations of funds as specified herein.

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 20th day of January 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

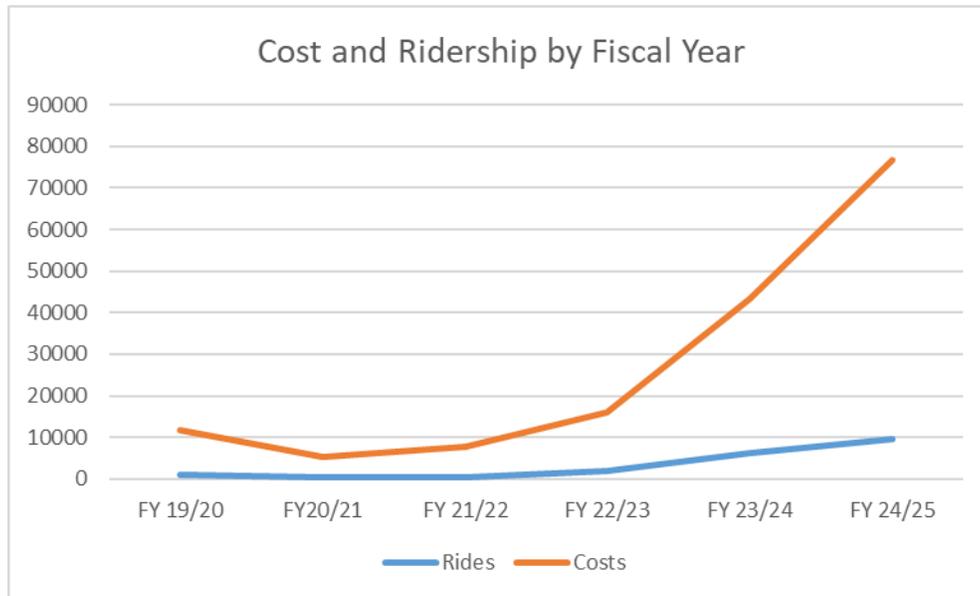
City of Benicia TDA

		FY 2024-25	FY 2025-26
		Benicia	Benicia
TDA Revenue Available			
	FY24-25 TDA Revenue Estimate from MTC	\$ 1,516,226	\$ 1,522,478
	Projected Carryover from MTC		
	Available for Allocation per MTC	\$ 1,516,226	\$ 1,522,478
	FY23-24 Allocations / Returns		
	Total TDA Revenue Available for Allocation	\$ 1,516,226	\$ 1,522,478
USES			
Local Transit Service			
	Intercity Taxi Scrip		
	Benicia Lyft Program	\$ 20,000	\$ 80,000
	<i>Subtotal Local Service</i>	\$ 20,000	\$ 80,000
SolanoExpress Intercity Transit			
	To SolTrans	\$ 143,923	\$ 146,629
	<i>Subtotal SolanoExpress Intercity Bus</i>	\$ 143,923	\$ 146,629
Transit Capital	Claimed by each agency		
STA Planning	Claimed by STA	\$ 44,045	\$ -
* MTC takes 2.7% for STA Planning off the top of the Agency TDA funding			
** STA Membership is still billed directly to partner agencies			
Total To Be Claimed by All Agencies		\$ 207,968	\$ 226,629
Balance	To SolTrans for School Trippers and Paratransit	\$ 1,308,258	\$ 1,295,849

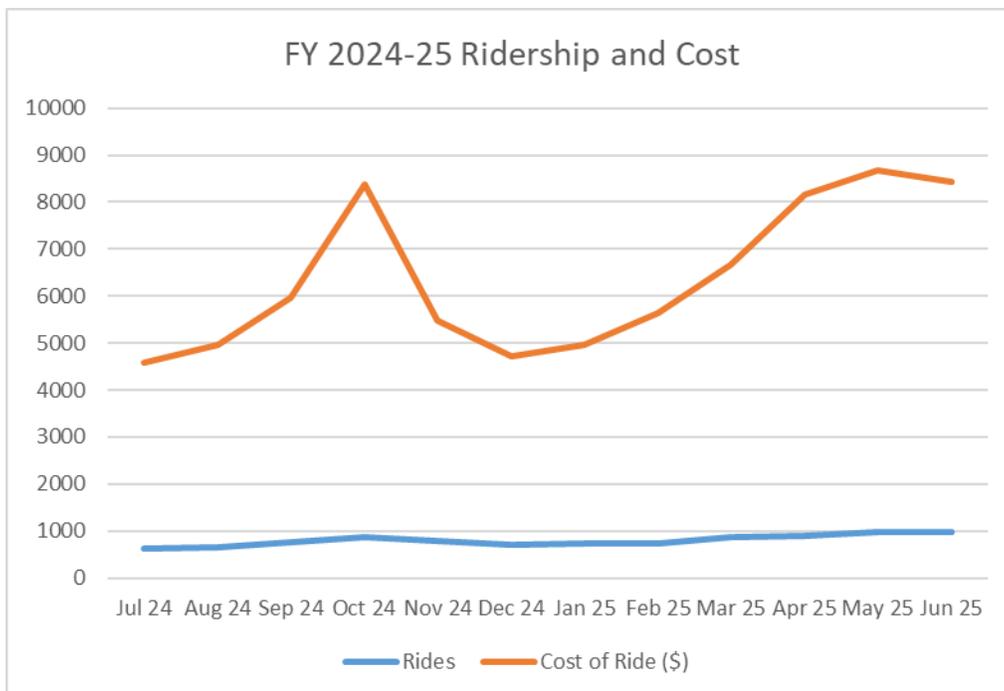
Benicia Lyft Ridership by Fiscal Year

	No of Trips 19/20	No of Trips 20/21	No of Trips 21/22	No of Trips 22/23	No of Trips 23/24	No of Trips 24/25
Veteran's Corp. DBA Yellow Cab	555	281	12	233	281	257
Lyft \$3	439	179	59	295	927	854
Lyft \$4	16	2	3	221	331	652
Benicia \$5			240	1335	4754	7848
Total Trips	1010	462	314	2084	6293	9611
	Cost 19/20	Cost 20/21	Cost 21/22	Cost 22/23	Cost 23/24	Cost 24/25
Veteran's Corp. DBA Yellow Cab	\$ 7,910.00	\$ 3,964.00	\$ 2,662.00	\$ 3,897.00	\$ 3,559.03	\$ 2,827.00
Lyft \$3	\$ 3,613.14	\$ 1,359.63	\$ 2,106.87	\$ 2,254.84	\$ 5,681.54	\$ 8,168.99
Lyft \$4	\$ 85.48	\$ 8.99	\$ 59.52	\$ 1,166.66	\$ 2,643.33	\$ 6,026.41
Benicia \$5			\$ 2,794.13	\$ 8,691.31	\$ 31,307.68	\$ 59,584.61
Total Cost	\$ 11,608.62	\$ 5,332.62	\$ 7,622.52	\$ 16,009.81	\$ 43,191.58	\$ 76,607.01

Benicia Lyft Ridership by Fiscal Year



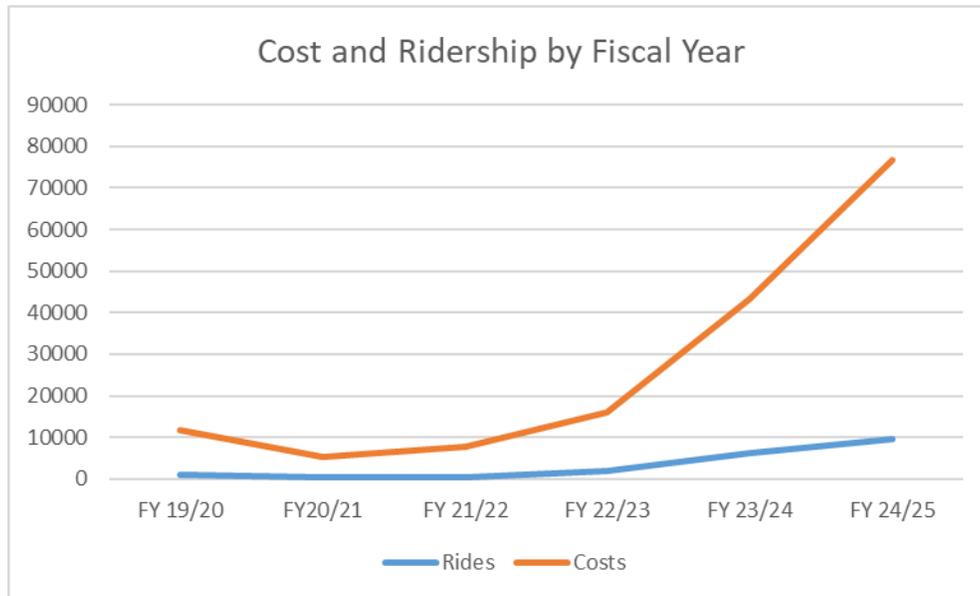
Benicia Lyft FY 2024-25 Ridership and Cost



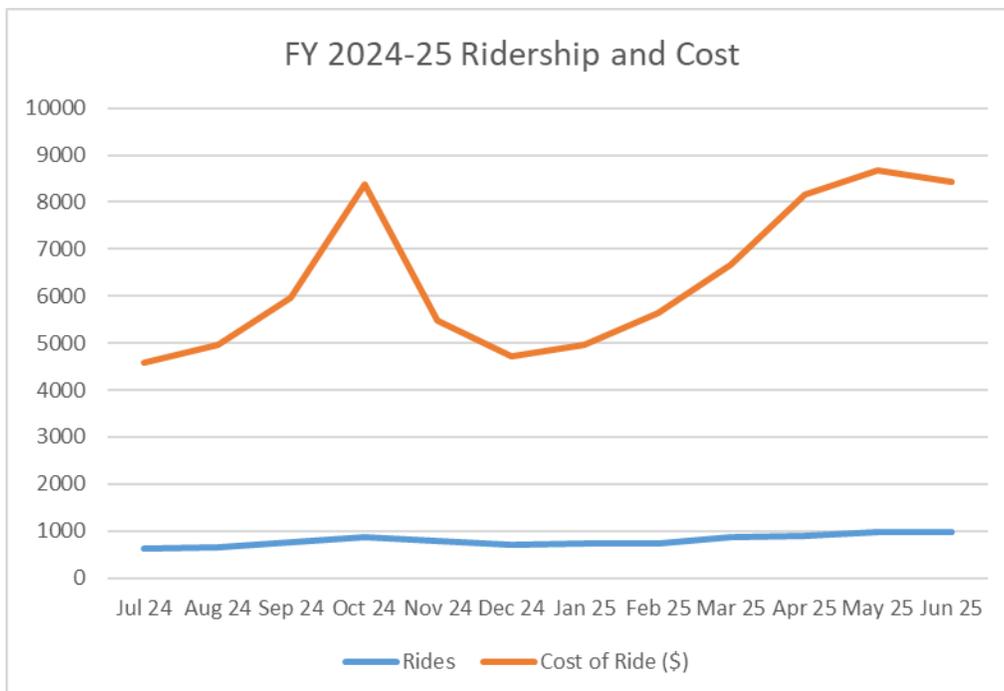
Benicia Lyft Ridership by Fiscal Year

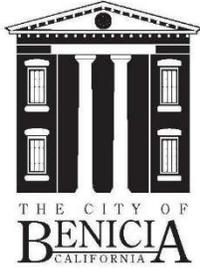
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Total Trips	1010	462	314	2084	6293	9611
	Cost 19/20	Cost 20/21	Cost 21/22	Cost 22/23	Cost 23/24	Cost 24/25
Veteran's Corp. DBA Yellow Cab	\$ 7,910.00	\$ 3,964.00	\$ 2,662.00	\$ 3,897.00	\$ 3,559.03	\$ 2,827.00
Lyft \$3	\$ 3,613.14	\$ 1,359.63	\$ 2,106.87	\$ 2,254.84	\$ 5,681.54	\$ 8,168.99
Lyft \$4	\$ 85.48	\$ 8.99	\$ 59.52	\$ 1,166.66	\$ 2,643.33	\$ 6,026.41
Benicia \$5			\$ 2,794.13	\$ 8,691.31	\$ 31,307.68	\$ 59,584.61
Total Cost	\$ 11,608.62	\$ 5,332.62	\$ 7,622.52	\$ 16,009.81	\$ 43,191.58	\$ 76,607.01

Benicia Lyft Ridership by Fiscal Year



Benicia Lyft FY 2024-25 Ridership and Cost





**AGENDA ITEM
CITY COUNCIL MEETING DATE – JANUARY 20, 2026
CONSENT CALENDAR**

TO : City Manager

FROM : Finance Director

SUBJECT : **APPROVE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BEAUCHAINE CONSULTING GROUP FOR FINANCIAL SERVICES**

EXECUTIVE SUMMARY:

The total compensation and scope of services for an existing professional services agreement with Beauchaine Consulting Group needs to be amended to complete deliverables in progress for the fiscal year 2024/2025 (FY25) annual financial audit. Additional services are also required to complete reconfiguration of capital asset software and transition management of capital asset software to City staff. City Council approval is required by Benicia Municipal Code section 3.10.030 based on the contract amount.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) approving the second amendment to the professional services agreement with Beauchaine Consulting Group in the amount of \$81,000 for a not to exceed total of \$180,000.

BUDGET INFORMATION:

There is sufficient available budget in the fiscal year 2025/2026 (FY26) Finance Department professional services account (0103100-7011) for this amendment.

BACKGROUND:

The City entered into a professional services agreement (Contract ID# 26-020) with Beauchaine Consulting Group (BCG) on May 15, 2025 (Attachment 2) to provide FY25 audit support and technical assistance. A first amendment to the agreement was entered into on November 12, 2025 (Attachment 3). The professional services of BCG were required because of vacancies in the Accounting Manager and Senior Accountant positions and a long-term leave of absence for another employee on the accounting team. Recruitments have been completed for the Accounting Manager and Senior Accountant positions with the Accounting Manager onboarding in August 2025 and a Senior Accountant scheduled to onboard in January 2026. Vacancies remain in a Senior Accountant and a Senior Account Clerk positions with recruitments scheduled to begin in January 2026.

The principal consultant from BCG, Stephanie Beauchaine, has been leading staff in completing FY25 audit activities and will continue to provide support for the development of the Annual Comprehensive Financial Report (ACFR). While responding to the independent auditor requests, it was identified that changes to the configuration of the capital asset software (Sage) is necessary to align records with reporting standards and improve processes to update, track, and report capital asset data. Stephanie Beauchaine began this work and the most efficient way to complete the work is for there to be continuity in service of who is performing the work based on a comprehensive understanding of the state of the Sage software and necessary revisions to configurations. This unique nature of the requirement and the unique knowledge and experience that BCG has with the City financial systems, policies, processes, and work in progress makes BCG the only known capable supplier and a sole source procurement is recommended.

NEXT STEPS:

If approved, the second amendment to the professional services agreement with BCG will be executed and Finance Department staff will continue to work with BCG to complete the FY25 audit and preparation of the ACFR.

ALTERNATIVE ACTIONS:

If the second amendment to the professional services agreement with BCG is not approved, the FY25 audit may be further delayed, and reconfiguration of the Sage software will be delayed. The potential delays may impact the annual audit for the subsequent year, FY26.

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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ATTACHMENT(S):

1. Resolution – Second Amendment to Agreement – Beauchaine Consulting Group
2. Professional Services Agreement with Beauchaine Consulting Group
3. First Amendment to Agreement with Beauchaine Consulting Group

For more information contact: Jeff Tschudi, Finance 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 A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BEAUCHAINE CONSULTING GROUP FOR FINANCIAL SERVICES

WHEREAS, the City and Beauchaine Consulting Group entered in to a professional services agreement (Contract ID 26-020) on May 15, 2025 and first amendment to the agreement on November 12, 2025; and

WHEREAS, a second amendment is required to complete deliverables in progress for the fiscal year 2024/2025 (FY25) annual financial audit and additional services are needed to complete reconfiguration of the capital asset software; and

WHEREAS, the second amendment (Exhibit A) increases total compensation by \$81,000 for a total not to exceed amount of \$180,000; and

WHEREAS, Beauchaine Consulting Group has unique knowledge of the City financial systems, policies, processes, and work in progress of the services required, and a sole source procurement is appropriate.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the second amendment to the professional services agreement with Beauchaine Consulting Group, contract ID 26-020, in the amount of \$81,000 for a total not to exceed amount of \$180,000.

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 20th day of January 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

Exhibit A
Delete this page if not needed.
[see next page]

CITY OF BENICIA

250 East L Street, Benicia, CA 94510

AGREEMENT FOR PROFESSIONAL SERVICES

(Under \$50,000)

Beauchaine Consulting Group - Consulting Services (Fiscal Year 2025-2026)

May 15, 2025

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 if Not Applicable)

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 A, with a guaranteed not to exceed price of **\$50,000**.

1.4. Schedule for Performing Consultant's Services

Services shall commence and complete by the following dates:

Commencement Date: Tuesday, July 1, 2025

Completion Date: June 30, 2026

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 A. Consultant acknowledges its opportunity to negotiate all provisions of this Agreement.

1.6. Use Agreement

The Contract ID number (26-020) must appear on all invoices and correspondence. Send invoices to Jeff Tschudi, jtschudi@ci.benicia.ca.us, and include CC to Jeff Tschudi, immediately upon performance.

Title: Beauchaine Consulting Group - Consulting Services (Fiscal Year 2025-2026)
#26-020

2. Agreement Terms and Conditions

2.1. Article 1 - Terms of Performance

This is an Attachment to the Agreement for Professional Services Agreement dated May 15, 2025 (“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.

Title: Beauchaine Consulting Group - Consulting Services (Fiscal Year 2025-2026)
#26-020

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 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,

Title: Beauchaine Consulting Group - Consulting Services (Fiscal Year 2025-2026)
#26-020

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 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

Title: Beauchaine Consulting Group - Consulting Services (Fiscal Year 2025-2026)
#26-020

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 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

Title: Beauchaine Consulting Group - Consulting Services (Fiscal Year 2025-2026)
#26-020

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

3.1. Insurance Requirements

This is an Attachment to the Agreement for Professional Services Agreement dated May 15, 2025 ("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,

Title: Beauchaine Consulting Group - Consulting Services (Fiscal Year 2025-2026)
 #26-020

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 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.

Title: Beauchaine Consulting Group - Consulting Services (Fiscal Year 2025-2026)
#26-020

- 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 2025-2026)
#26-020

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

“Beauchaine Consulting Group, LLC”

Signed by:
By: Stephanie Beauchaine 6/6/2025
D9C74FECE27B457...

Its: Member & Principal Consultant

“City”

DocuSigned by:
By: Mario Giuliani 6/10/2025
3FA31784A38E490...

Its: City Manager

“City Attorney”

Signed by:
By: Ben Stock 6/9/2025
3294F30F0AD74E3...

Its: City Attorney

Exhibits List

A - Beauchaine Consulting Group Scope of Services and Engagement Letter

Exhibit A

Beauchaine Consulting Group Scope of Services and Engagement Letter



Exhibit A Scope of Services

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

1. Audit Support and Technical Assistance
2. General Accounting and Finance Support as needed
3. Staff Augmentation as requested
4. Other tasks as mutually agreed



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 is as follows:

Position	Billable Rate	
Consultant	\$	245.00
Investigator	\$	245.00
Accounting Manager	\$	175.00
Senior Accountant	\$	150.00
Accountant	\$	125.00
Analyst	\$	125.00
Admin	\$	100.00
*\$25 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.

Company Name: City of Benicia

Billing Address: _____

By: Jeff Tschudi

Signature:  _____

Title: Finance Director Dated: 6/9/2025

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into November 12, 2025, 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 "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On May 15, 2025, an agreement identified as Contract ID # 26-020 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 \$49,000, for a new total amount not to exceed \$99,000.

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 November 12, 2025.

[SIGNATURES ON THE FOLLOWING PAGE]

Title: Beauchaine Consulting Group - Consulting Services (Fiscal Year 2025-2026)
#26-020

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

“Beauchaine Consulting Group, LLC”

Signed by:
By: Stephanie Brault 11/26/2025
D9C74FECE27B457...

Its: Member & Principal Consultant

“City”

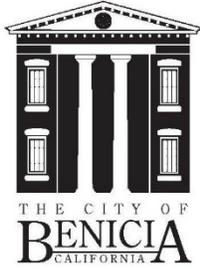
DocuSigned by:
By: Mario Giuliani 11/26/2025
9FA31784A98E490...

Its: City Manager

“City Attorney”

Signed by:
By: Ben Stock 11/25/2025
5294F30F0AD74E3...

Its: City Attorney



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JANUARY 20, 2026
CONSENT ITEM**

TO : City Manager

FROM : Public Works Director

SUBJECT : **RESOLUTION CONTINUING THE EMERGENCY PROCUREMENT DECLARATION FOR THE I-80/WATT COURT WATER LINE REPAIR**

EXECUTIVE SUMMARY:

City Council ratified an emergency procurement declaration at their December 16, 2025 meeting, due to the emergency repairs needed on a raw water line break under Interstate 80 (I-80) near Watt Court in Fairfield. This allowed staff to utilize emergency contracting procedures and expenditures pursuant to Benicia Municipal Code Section 3.09.050.C and Public Contract Code Section 22050(b)(1) based on the persistence of emergency conditions. City Council is requested to continue the emergency procurement authorizing City staff to continue to procure the necessary equipment, services, and supplies for all emergency repair work.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) continuing the emergency procurement declaration for the I-80/Watt Court Water Line Repair.

BUDGET INFORMATION:

City Council previously approved a budget amendment in the amount of \$960,000 from the Water Fund balance to Account No. 7508021-7087 Project #822001 (Water Distribution – Preventative Maintenance) to cover the cost of this emergency work. The contract with Weber General Engineering, based on time and materials, is for \$800,000 with a 20% contingency for a not-to-exceed total of \$960,000.

BACKGROUND:

On October 7, 2025, a water leak was confirmed exiting the protective pipe casing that contains the City's 24-inch raw water line under I-80. This line supplies raw water from the Putah South Canal (PSC) pump station to Benicia. The PSC line is one of the City's two primary raw water sources. The second raw water source comes from the State's North Bay Aqueduct (NBA) water pump station located in Fairfield. The State has scheduled their annual maintenance for the NBA pump station for Feb/March 2026. The annual maintenance requires shutting down the NBA pump station for three to four weeks, barring any unforeseen mechanical or electrical maintenance issues. If the

repairs to the PSC line are not completed prior to the NBA shutdown, the City would be reliant on Lake Herman as its only source of water, which has limited supply.

Staff engaged the services of Stantec, one of the City’s on-call engineering firms, to assess the PSC pipeline and submit an alternatives analysis that identified the most reasonable repair solution. Given the urgency of the situation, it was determined that emergency repairs to the 24-inch raw water line is necessary to ensure continued access to water for the community. In accordance with Benicia Municipal Code Section 3.09.050, Public Works took immediate action by entering into a contract with Weber General Engineering, Inc. to assist with evaluating the constructability of the alternatives and perform the emergency repairs, bypassing the standard competitive bidding process due to the urgent nature of the work.

Proceeding with competitive bidding under the Public Contract Code at this time would result in delays that present a serious risk of the City being without water in the immediate future. Accordingly, emergency procurement is fully justified. The City solicited and received three Statement of Qualifications, which were comparable, and selected the contractor with prior experience working on this line.

In compliance with Section 3.09.050.C, City staff presented this matter to the City Council for ratification of the emergency declaration and the actions taken. City Council ratified it at the December 16, 2025 meeting along with approving a \$960,000 budget amendment. City council is now requested to adopt a focused Resolution in order to continue the emergency procurement for this work.

NEXT STEPS:

The City will continue to work with contractors to repair the raw water line under I-80 in Fairfield.

ALTERNATIVE ACTIONS:

If Council does not continue the emergency procurement, the City will be out of compliance with the purchasing policy.

CEQA Analysis	Pursuant to Title 14, the California Code of Regulations, Section 15378(b)(5) of the California Environmental Quality Act (“CEQA”) guidelines, the proposed action is an administrative activity of the City that will not result in direct or indirect physical changes to the environment.
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ATTACHMENT:

1. Resolution – Continuation of Emergency Procurement

For more information contact: Danielle Bonham, Public Works Director
Phone: 707-746-4200
E-mail: dbonham@ci.benicia.ca.us

RESOLUTION NO. 26 –

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA
CONTINUING THE EMERGENCY PROCUREMENT DECLARATION FOR THE
I-80/WATT COURT WATER LINE REPAIR**

WHEREAS, on October 7, 2025, a water line break was confirmed exiting the protective pipe casing that contains the City’s 24-inch raw water line under Interstate 80; and

WHEREAS, without prompt repair, the City would have lost access to one of its two primary water sources. The other water source (North Bay Aqueduct – NBA) will be shut down for three to four weeks. If the repairs to the 24-inch raw line are not completed prior to the NBA shutdown, the City would be reliant on Lake Herman as its only source of water, which has limited supply; and

WHEREAS, in accordance with Benicia Municipal Code Section 3.09.050.C and Public Contract Code Section 22050(b)(1), Public Works took immediate action by entering into a contract with Weber General Engineering, Inc. to perform the emergency repairs, bypassing the standard competitive bidding process due to the urgent nature of the work; and

WHEREAS, in compliance with Section 3.09.050.C, City Council ratified the emergency declaration by the actions taken at the December 16, 2025 meeting; and

WHEREAS, periodic focused Resolutions will be brought to City Council to continue the emergency procurement declaration; and

WHEREAS, the repairs are currently underway, and this item will be brought back to City Council when the work is complete to terminate the declaration of emergency procurement; and

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

1. Proceeding with competitive bidding under the Public Contract Code at this time would result in delays that present a serious risk of the City being without water in the immediate future. Accordingly, emergency procurement is fully justified. The City solicited and received three Statement of Qualifications, which were comparable, and selected the contractor with prior experience working on this line.

2. In accordance with Benicia Municipal Code Section 3.09.050, Public Works took immediate action by entering into a contract with Weber General Engineering, Inc. to assist with evaluating the constructability of the alternatives and

perform the emergency repairs, bypassing the standard competitive bidding process due to the urgent nature of the work.

3. Proceeding with competitive bidding under the Public Contract Code at this time would cause delays that pose a significant risk of the City being without water in the immediate future. Therefore, emergency procurement is substantially justified.

4. In compliance with Section 3.09.050.C, City staff is now requesting City Council to continue the emergency declaration.

* * * * *

On motion of Council Member, seconded by Council Member , the above resolution was introduced and passed by the Council of the City of Benicia at a regular meeting of said Council held on the 20th day of January 2026 and adopted by the following vote:

Ayes:

Noes:

Absent:

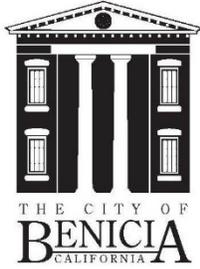
Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JANUARY 20, 2026
BUSINESS ITEM**

TO : City Council

FROM : City Manager

SUBJECT : **CERTIFICATION OF APPOINTMENT FOR CALPERS RETIRED ANNUITANT FOR EXCEPTION OF 180-DAY RULE UNDER GOVERNMENT CODE SECTIONS 7522.56 AND 21221(h)**

EXECUTIVE SUMMARY:

Kimberly Imboden, Human Resources Manager, has recently announced her plan to retire on December 31, 2025, and has agreed to serve in a temporary, interim, role during the recruitment period for her replacement. Under Government Code Sections 7522.56 and 21221(h), the City is permitted to utilize this temporary assistance. Normally a retired person cannot be employed by a CalPERS agency for a period of 180 days after retirement. These statutes, however, provide an exception to the 180-day wait period when the agency certifies the nature of the employment, that the appointment is necessary to fill a critically needed role before 180 days have passed, and the appointment has been approved by the agency's government body.

RECOMMENDATION:

Adopt a resolution (Attachment 1) certifying the nature of the employment and appointment of Kimberly Imboden as a retired annuitant serving as Interim Human Resources Manager, effective January 1, 2026 (Exhibit A).

BUDGET INFORMATION:

There is no additional budget impact associated with this action. Funding for this action is derived from salary savings generated from the vacancy of the full-time position.

BACKGROUND:

Kimberly Imboden will retire on December 31, 2025, following more than 22 years of service with the City of Benicia. In January 2026, the City will begin the review and recruitment to fill the vacancy created by the retirement of Kimberly Imboden, Human Resources Manager. The recruitment and placement are expected to take at least four to six months. Given the current financial challenges the City is facing, and current discussions about overall staffing, it may be difficult to fill this position. The recruitment process also includes multiple, legally required background processes before the candidate selected can start working with the City. The position of Human Resources Manager is vital to the organization, now so more than ever. The city will be entering into negotiations with all bargaining groups in early 2026, and human resources

leadership is critical in this process. With Imboden’s December retirement date, this leaves little time to hire and bring her replacement up to speed on all the critical endeavors we have going on in the City, including upcoming labor negotiations. Imboden’s history and knowledge of important aspects of the Human Resources Department are critical during the transition. Imboden has agreed to serve in an Interim role during the recruitment process for her replacement. The proposed resolution will allow Imboden to work temporarily in conformance with state law.

To employ Kimberly Imboden as a retired annuitant during this transition, it is necessary to certify the nature of the employment and appointment of Kimberly Imboden as a retired annuitant with CalPERS. Because of Imboden’s familiarity with the various labor agreements and current personnel items in progress, her assistance during the staffing transition is critical to the continued success of this function within the Human Resources Department. Her work on the transition cannot be delayed for 180 days after her retirement, and it is recommended the Council adopt the proposed resolution. With the approval of the proposed resolution, as of January 1, 2026, Kimberly Imboden will be able to serve in an Interim position with the City of Benicia, consistent with the requirements of PERL, Government Code Sections 7522.56 and 21221(h).

It is anticipated that Imboden will serve in this capacity for approximately six months during the recruitment process for the permanent replacement. Salary compensation paid to retirees cannot be less than the minimum nor exceed the maximum rate of pay for the position. The maximum monthly base salary for this position is \$14,985.05 and the hourly equivalent is \$86.46. The minimum monthly base salary for this position is \$12,328.24 and the hourly equivalent is \$71.13. The hourly rate paid to Imboden will be \$86.46. The hourly rate of \$86.46 is well below the average hourly rate for a consultant at this level, which averages \$130.00 - \$150.00 per hour.

NEXT STEPS:

If the Council approves the recommended actions, staff will take the administrative steps necessary to implement the action.

ALTERNATIVE ACTIONS:

If Council doesn’t approve, human resources functions will become backlogged until a new employee can be hired into this position.

CEQA Analysis	The requested action is exempt from CEQA because it will not result in a direct or indirect physical change in the environment and therefore it is not a project as defined in CEQA Guidelines Section 15378.
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ATTACHMENT:

1. Resolution – CalPERS Retired Annuitant 180-Day Exemption
Exhibit A – Personnel Action Form

For more information contact: City Manager Mario Giuliani
Phone: (707) 746-4200
E-mail: mgiuliani@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CERTIFYING THE NATURE OF THE EMPLOYMENT AND APPOINTMENT OF KIMBERLY IMBODEN AS A RETIRED ANNUITANT SERVING AS INTERIM HUMAN RESOURCES MANAGER, EFFECTIVE JANUARY 1, 2026

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the governing body (City Council of the City of Benicia) must provide CalPERS this certification resolution; and

WHEREAS, when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Kimberly Imboden, CalPERS ID 3985458045 is retiring from the City of Benicia in the position of Human Resources Manager, effective December 31, 2025; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is June 29, 2026, without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council, the City of Benicia and Kimberly Imboden certify that Imboden has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the governing body has authorized the search for a permanent appointment on to begin on January 1st, 2026; and

WHEREAS, the City Council of the City of Benicia hereby appoints Kimberly Imboden as an interim appointment retired annuitant to the vacant position of Human Resources Manager for the City of Benicia under Gov. Code section 21221(h), effective January 1st, 2026 (Exhibit A); and

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end upon filling the vacancy of Human Resources Manager; and

WHEREAS, the entire employment agreement, contract or appointment document between Kimberly Imboden and the City of Benicia has been reviewed by this body and is attached herein; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$14,985.05 and the hourly equivalent is \$86.46, and the minimum base salary for this position is \$12,328.24 and the hourly equivalent is \$71.13; and

WHEREAS, the hourly rate paid to Kimberly Imboden will be \$86.46; and

WHEREAS, Kimberly Imboden has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby certify the nature of the employment of Kimberly Imboden as described herein and detailed in the attached employment appointment document and that this appointment is necessary to fill the critically needed position of Human Resources Manager for the City of Benicia by January 1st, 2026 because of the critical and time sensitive duties performed by the Human Resources Manager including recruitment, worker's compensation, labor and employer relations, and confidential personnel matters such as employee investigations.

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 20th day of January 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

Exhibit A
Personnel Action Form
[see next page]

CITY OF BENICIA PERSONNEL ACTION FORM (PAF)

EMPLOYEE NAME:

EMPLOYEE NO:

DATE PREPARED:

CHECK TYPE OF ACTION OR ACTIONS:

<input type="checkbox"/>	Probationary Appointment (initial) or Probationary Promotion	NA (see note)	Acting Pay – In place of a PAF, complete and submit a CalPERS Out of Class/Temporary Upgrade/Interim form.
<input type="checkbox"/>	Exempt/At Will Appointment	<input type="checkbox"/>	Separation of Employment: ___ End of Season/Temporary/Limited Duration ___ Employee Resignation ___ Employee Retirement ___ Employer Generated ___ Other (describe below)
<input type="checkbox"/>	Limited Duration End Date: _____		
<input type="checkbox"/>	Temporary/Seasonal/Part-Time ___ Less than 20 hours per week ___ More than 20 hours per week Anticipated length of assignment ___ Less than 12 months; Other: _____		
<input type="checkbox"/>	Salary Step Increase (submit an evaluation to HR w/PAF) <i>Step increases are effective on the 21st of the month.</i>		SPECIFY SCHEDULE CHANGE AND 1ST DAY OFF: 5/8 4/10 9/80 12 hr Fire 24-day Police 28-day Schedule _____ 1 st day off is: _____ Other: _____
<input type="checkbox"/>	Job Change (non-promotional) or Job Transfer		
<input type="checkbox"/>	End of Probation		

PRESENT POSITION (if applicable)		NEW POSITION, SALARY, OR APPOINTMENT	
Title:	Job Class:	Title:	Job Class:
Dept: Div.:	Supervisor:	Dept: Div.:	Supervisor:
Current Rate of Pay / Step:		New Rate of Pay / Step:	

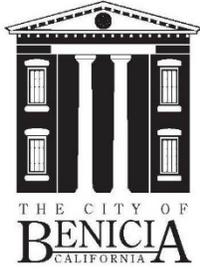
COMMENTS/EXPLANATIONS/BENEFITS:

Prepared by:	Recommended Effective Date:
Supervisor Approval:	Date Signed:
Department Head Approval:	Date Signed:
City Manager Approval (if action requires CM Signature):	Date Signed:

For Human Resources Use Only

Human Resources Analyst (review/initial):	Effective Date of Change:
Human Resources Manager Approval:	Date Signed by HR Manager:
Munis Position Control #:	Reso# (if applicable):
Pre-Employment Checklist:	Hiring Authorization #:
DS (if applicable) : _____ Livescan: _____	Recruitment Tracking #:
Will employee move to a new Bargaining Unit? No / Yes If Yes, New BU _____ (if applicable)	PAT: _____ CARDEX: _____ AB2561 _____ EVAL REC'D: _____ CalPERS Date: _____

Distribution: Original to HR for processing; Scan to Munis TCM (by HR)



AGENDA ITEM
CITY COUNCIL MEETING DATE – JANUARY 20, 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

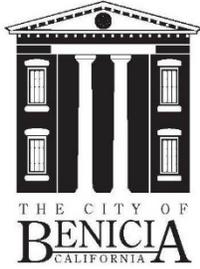
This Task Force:

- 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 – JANUARY 20, 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/>

CITY OF BENICIA

250 East L Street, Benicia, CA 94510

AGREEMENT FOR PROFESSIONAL SERVICES

(Under \$50,000)

Beauchaine Consulting Group - Consulting Services (Fiscal Year 2025-2026)

May 15, 2025

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 if Not Applicable)

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 A, with a guaranteed not to exceed price of **\$50,000**.

1.4. Schedule for Performing Consultant's Services

Services shall commence and complete by the following dates:

Commencement Date: Tuesday, July 1, 2025

Completion Date: June 30, 2026

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 A. Consultant acknowledges its opportunity to negotiate all provisions of this Agreement.

1.6. Use Agreement

The Contract ID number (26-020) must appear on all invoices and correspondence. Send invoices to Jeff Tschudi, jtschudi@ci.benicia.ca.us, and include CC to Jeff Tschudi, immediately upon performance.

Title: Beauchaine Consulting Group - Consulting Services (Fiscal Year 2025-2026)
#26-020

2. Agreement Terms and Conditions

2.1. Article 1 - Terms of Performance

This is an Attachment to the Agreement for Professional Services Agreement dated May 15, 2025 (“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.

Title: Beauchaine Consulting Group - Consulting Services (Fiscal Year 2025-2026)
#26-020

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 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,

Title: Beauchaine Consulting Group - Consulting Services (Fiscal Year 2025-2026)
#26-020

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 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

Title: Beauchaine Consulting Group - Consulting Services (Fiscal Year 2025-2026)
#26-020

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 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

Title: Beauchaine Consulting Group - Consulting Services (Fiscal Year 2025-2026)
#26-020

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

3.1. Insurance Requirements

This is an Attachment to the Agreement for Professional Services Agreement dated May 15, 2025 ("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,

Title: Beauchaine Consulting Group - Consulting Services (Fiscal Year 2025-2026)
 #26-020

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 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.

Title: Beauchaine Consulting Group - Consulting Services (Fiscal Year 2025-2026)
#26-020

- 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 2025-2026)
#26-020

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

“Beauchaine Consulting Group, LLC”

Signed by:
By: Stephanie Beauchaine 6/6/2025
D9C74FECE27B457...

Its: Member & Principal Consultant

“City”

DocuSigned by:
By: Mario Giuliani 6/10/2025
3FA31784A38E490...

Its: City Manager

“City Attorney”

Signed by:
By: Ben Stock 6/9/2025
3294F30F0AD74E3...

Its: City Attorney

Exhibits List

A - Beauchaine Consulting Group Scope of Services and Engagement Letter

Exhibit A

Beauchaine Consulting Group Scope of Services and Engagement Letter



Exhibit A Scope of Services

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

1. Audit Support and Technical Assistance
2. General Accounting and Finance Support as needed
3. Staff Augmentation as requested
4. Other tasks as mutually agreed



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 is as follows:

Position	Billable Rate	
Consultant	\$	245.00
Investigator	\$	245.00
Accounting Manager	\$	175.00
Senior Accountant	\$	150.00
Accountant	\$	125.00
Analyst	\$	125.00
Admin	\$	100.00
*\$25 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.



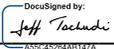
12. Other Matters: Unless we otherwise agree, the terms and conditions of this letter will apply to all matters for which you engage us. If you have any questions or concerns about the terms of this Standard Engagement Letter, please contact us immediately.

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

Company Name: City of Benicia

Billing Address: _____

By: Jeff Tschudi

Signature:  _____

Title: Finance Director Dated: 6/9/2025